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 OFFICIAL SEAL Saginaw County, Michigan  
 Mildred M. Dodak Register Of Deeds  
 September 30, 2013 01:52 PM

**DECLARATION OF RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant is made to protect public health, safety, and welfare, and the environment pursuant to the provisions of Part 111, Hazardous Waste Management, Michigan Compiled Laws ("MCL") 324.11101, *et seq.* ("Part 111") and the applicable Sections of Part 201, Environmental Remediation, MCL 324.20101 *et seq.* ("Part 201") of the Natural Resources and Environmental Protection Act ("NREPA"), 1994 PA 451, as amended, MCL 324.101, *et seq.*

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made on September 27, 2013 by RACER Properties LLC, a Delaware limited liability company ("Grantor"), the current fee title holder of the property, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan 48226, for the benefit of the Grantee, *i.e.*, State of Michigan, Department of Environmental Quality ("MDEQ"), whose address is 525 West Allegan Street, P.O. Box 30473, Lansing, Michigan 48909-7926.

This Restrictive Covenant has been made to prohibit or restrict activities that could result in unacceptable exposure to environmental contamination present at the property commonly known as 2100 Veterans Memorial Parkway, Saginaw, Michigan 48602, in the City of Saginaw, Saginaw County, Tax Identification Number(s): 10-12-5-05-4001-700; 10-12-5-09-2024-000; 10-12-5-09-2006-000; 10-12-5-09-2021-000; 10-12-5-09-2022-000; 10-12-5-08-1001-001; 21-4333-00500; 10-12-5-08-1011-000; 21-4333-00000; 10-12-5-08-4001-000; 10-12-5-08-4001-000; 10-12-5-08-4001-000; 10-12-5-08-4041-000; and 10-12-5-08-4029-000 and legally described in Exhibit 1 ("Property") and illustrated in Exhibit 2.

Recording of this Restrictive Covenant is designed to restrict exposures to groundwater on the Property and require any future work or other activities on the property by or for the owner to be conducted in conformance with; i) applicable MDEQ soil relocation requirements including but not limited to MCL 324.20120c and any related administrative rules and MDEQ guidance, and ii) applicable due care obligations under MCL 324.20107a and associated administrative rules and guidance, and the Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) 29 CFR Part 1910.

The land or resource use restrictions contained in this Restrictive Covenant are based upon information available at the time this document was recorded. Future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Part 201; the discovery of environmental conditions at the Property that were not known at the time this document was recorded; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. Additional restrictions may become necessary.

Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

Warner Norcross and Judd LLP  
 2000 Town Center Ste 2700  
 Southfield MI 48075  
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"Owner" means at any given time the then current fee title holder(s) and the holder(s) of a life estate of the Property or any portion thereof, including the fee title holder's lessees and those persons or entities authorized to act on its behalf. On March 31, 2011 the Revitalizing Auto Communities Environmental Response Trust ("Trust") took title to the Property – title held by RACER Properties LLC, an entity wholly owned by the Trust (RACER Properties and the Trust are collectively referred to herein as "RACER"). RACER was established and assumed the rights, title, and interest of Motors Liquidation Company in and to the Property pursuant to an Environmental Response Trust Consent Decree and Settlement Agreement ("Settlement Agreement") entered by the U.S. Bankruptcy Court for the Southern District of New York on March 29, 2011, in the case of *In re Motors Liquidation Company, et al.*, Debtors, Case No. 09-50026 (REG), among the Debtors, the United States of America, certain states including the State of Michigan, the Saint Regis Mohawk Tribe, and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of the Trust).

All other terms used in this document which are defined in Parts 3, 111, and 201 of NREPA or Parts 111 and 201 of Michigan Administrative Rules, shall have the same meaning in this document as in those statutes and rules as on the date this Restrictive Covenant is made.

#### **NOW THEREFORE,**

##### Declaration of Land Use or Resource Use Restrictions

The Grantor(s) as current fee title holder(s) of the Property, hereby declare(s) and covenant(s) that the Property, shall be subject to those restrictions on use described below and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against the Owner by the following entities: (1) the Grantor, if it is no longer owner; and (2) the MDEQ.

1. Land Use Prohibitions. The Owner shall prohibit all uses of the Property that are not compatible with nonresidential land use category under MCL 324.20120a(1)(b) and generally described in the Description of Allowable Uses, attached hereto as Exhibit 3.

Part 201 cleanup criteria for land use-based response activities are located in the Government Documents Section of the State of Michigan Library, MCL 324.201201, *et seq.* effective December 2010, and MAC R 299.5701 – R 299.5727, effective December 21, 2002.

2. Activities Prohibited. The Owner shall prohibit activities on the Property that may result in exposures above the nonresidential land use category. These prohibited activities include:
  - a. No drinking water wells may be installed or used on the Property.
  - b. No groundwater extraction wells may be installed or used on the Property except for wells and devices that are part of an MDEQ-approved response activity and for short-term dewatering for construction purposes, provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable environmental laws and does not cause or result in a new release, exacerbation of any pre-existing environmental condition, or any other violation of environmental laws.

- c. No contaminated soils, if any, may be relocated on the Property except as provided for under Part 201, Section 20120c, MCL 324.20120c.
  - d. No buildings or structures may be constructed on the Property unless the Owner has considered the potential for vapor intrusion, if any, and has taken steps to address such potential, if necessary, as may be required by the MDEQ.
  - e. The Owner shall not "treat," "store," "dispose," or release any Hazardous Substances, on, at, or below the Property, in a manner that would require a permit under the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* or equivalent State Law, except pursuant to a plan or permit approved in writing by the MDEQ and the Grantor.
  - f. If the Owner elects to remove any slabs, pavement or other impervious surface on the Property, the Owner shall be responsible for any and all obligations under environmental laws arising from any such removal, alteration or disturbance, whether or not caused by, arising from or related to, an environmental condition.
3. Contaminated Soil Management. The Owner shall manage contaminated soils, media and/or debris (if any) and all other soils located on the Property in accordance with the requirements of Part 111, and Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (RCRA), the administrative rules promulgated pursuant to Part 111 and RCRA, and all other relevant state and federal laws, including but not limited to MCL 324.20120c.
5. Access. The Owner shall grant to the MDEQ the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with this Restrictive Covenant, including the right to take samples and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 111 and Part 201.
6. Notice. The Owner shall provide notice to the MDEQ of the Owner's intent to transfer any interest in the Property prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of MCL 324.20116. The notice required to be made to the MDEQ under this Paragraph shall be made to: Chief, Office of Waste Management and Radiological Protection, P.O. Box 30241, Lansing, Michigan 48909-7741 and Chief, Remediation and Redevelopment Division, P.O. Box 30241, Lansing, Michigan 48909-7741 (or to the similar position should the MDEQ change organizational names from time-to-time); and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.
7. Term. This Restrictive Covenant shall run with the Property and shall be binding on the Owner, and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may only be modified or rescinded with the written approval of the MDEQ.

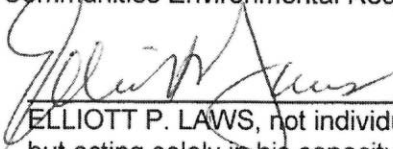
8. Enforcement. The Grantor is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. The Grantor, on behalf of itself, and its successors in title, intends and agrees that the MDEQ is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against the Grantor, as Owner, and thereafter against subsequent Owners of all or part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.
9. Severability. If any provision of this Restrictive Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions of this Restrictive Covenant and all other provisions shall continue to remain in full force and effect.
10. Limitation on RACER's Liability. RACER's and the Administrative Trustee's liability is limited by the terms and conditions of the Settlement Agreement, which are incorporated herein by reference.
11. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, Racer Properties LLC has caused this Restrictive Covenant, to be executed on this 27<sup>th</sup> day of September, 2013.

#### RACER PROPERTIES LLC

By: Revitalizing Auto Communities Environmental Response Trust,  
Sole Member of RACER Properties LLC

By: EPLET, LLC, acting solely in its capacity as Administrative Trustee of Revitalizing  
Auto Communities Environmental Response Trust

By:   
ELLIOTT P. LAWS, not individually,  
but acting solely in his capacity as  
Managing Member of EPLET, LLC

Date: September 27, 2013

STATE OF District )  
 ) ss:  
COUNTY OF Columbia )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Sept. 2013, by Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, a Delaware limited liability company, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust, a New York trust, acting solely in its capacity as Sole Member of RACER Properties LLC, a Delaware limited liability company, on behalf of said limited liability companies and said trust.

Notary Public Cheryl L. Best

My commission expires 11-14-15

Acting in District of Columbia County

This document is exempt from state and county transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a).

Prepared by/return to:  
Kurt M. Brauer, Esq.  
Warner Norcross & Judd LLP  
2000 Town Center, Suite 2700  
Southfield, Michigan 48075-1318  
Telephone: 248-784-5000  
9486744

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## EXHIBIT 1

### LEGAL DESCRIPTION OF PROPERTY Racer Site #10040

Parcel 1: Part of the Northeast Quarter of Section 5, Town 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan; described as commencing at the Southeast corner of said Section; thence N00°02'00"W 1343.16 feet to the point of beginning; thence N82°25'28"W 194.04 feet; thence N53°09'33"W 139.38 feet; thence N35°52'45"W 87.47 feet; thence N45°59'32"W 160.63 feet; thence N75°52'26"W 130.59 feet; thence S89°00'10"W 967.66 feet; thence S82°11'16"W 203.32 feet; thence S71°48'13"W 384.20 feet; thence N19°49'03"W 52.47 feet; thence N12°57'42"W 292.73 feet; thence N89°06'50"E 244.41 feet; thence N12°57'42"W 94.08 feet; thence S89°06'50"W 244.41 feet; thence N12°57'42"W 928.54 feet; thence N89°06'50"E 400.00 feet; thence S12°57'42"E 435.30 feet; thence N89°06'50"E 100.00 feet; thence S12°57'42"E 155.77 feet; thence S89°06'50"W 100.00 feet; thence S12°57'42"E 547.99 feet; thence N89°06'50" E 1523.56 feet; thence S44°09'05"E 548.94 feet; thence S00°02'00"E 178.15 feet to the point of beginning.

Tax Identification Number: 10-12-5-05-4001-700

Parcel 2: A parcel of land in the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 9, Town 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan, lying Westerly of the Consumers Power Company right-of-way, formerly the Interurban Railroad right-of-way, described as follows: Commencing at the Northwest corner of said Section 9; thence South 86 degrees 43 minutes 52 seconds East, on the North line of said Section, 477.49 feet; thence South 25 degrees 39 minutes 38 seconds West, on the Westerly line of said right-of-way, 288.69 feet; thence North 86 degrees 36 minutes 15 seconds West, on a line which is parallel with and 50.00 feet, measured at right angles, North of the South line of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4, 372.98 feet to the West line of said Section; thence North 04 degrees 26 minutes 35 seconds East, on said West line, 266.15 feet to the point of beginning.

Tax Identification Number: 10-12-5-09-2024-000

Parcel 3: The South 50 feet of that part of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 12 North, Range 5 East, lying Westerly from the right-of-way of the Michigan Railway Company, so-called, now Consumers Power Company; and the North 90 feet of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 12 North, Range 5 East, lying West of the Michigan Railway Company, so-called, now Consumers Power Company, all in Township of Buena Vista, County of Saginaw, State of Michigan.

Tax Identification Number: 10-12-5-09-2006-000

Parcel 4: The South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 9, Town 12 North, Range 5 East, lying Northwesterly of the Consumers Power Company right-of-way formerly the Interurban Railroad right-of-way between Saginaw and Bay City, excepting there from the North 90 feet and also excepting there from the South 75 feet.

Tax Identification Number: 10-12-5-09-2021-000

Parcel 5: A parcel of land in the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 9, Town 12 North, Range 5 East, Buena Vista Township, Saginaw County,

Michigan, lying Westerly of the Consumers Power Company right-of-way, formerly the Interurban Railroad right-of-way, described as follows: Commencing on the West line of said Section 9 at a point 557.31 feet, South 04 degrees 26 minutes 35 seconds West of the Northwest corner of said Section 9; thence South 86 degrees 28 minutes 38 seconds East, on a line which is parallel with and 75.00 feet, measured at right angles, North of the South line of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4, 258.88 feet; thence South 25 degrees 39 minutes 38 seconds West, on the Westerly line of said right-of-way, 80.97 feet; thence North 86 degrees 28 minutes 38 seconds West, on said South line of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4, 229.57 feet to the West line of said Section; thence North 04 degrees 26 minutes 35 seconds East, on said West Section line, 75.01 feet to the point of beginning.

Tax Identification Number: 10-12-5-09-2022-000

Parcel 6: The Southeast Quarter of Section 8 lying Northwesterly of the Railroad. Also the Northeast Quarter of Section 8, Town 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan; except the North 800 feet of the West 435 feet; also except the Railroad; also except described as beginning at the East Quarter Corner of said Section; thence S89°44'00"W 530.01 feet along the East West Quarter line; thence N00°00'00"E 1502.00 feet; thence N89°44'00"E 530.01 feet; thence S00°00'00"W 1502.00 feet along the East Section line to the point of beginning. Also except commencing at the Northeast corner of said Section; thence N88°37'30"W 1196.19 feet; thence S32°06'00"W 1825.38 feet to the point of beginning; thence S57°54'00"E 504.68 feet; thence S40°53'30"W 368.16 feet; thence N57°54'00"W 448.41 feet; thence N32°06'00"E 363.84 feet to the Point of Beginning.

Tax Identification Number: 10-12-5-08-1001-001

Parcel 7: City of Saginaw, County of Saginaw, State of Michigan and described as follows: A parcel of land in NW 1/4 of Section 8, Town 12 North, Range 5 East viz; beginning at a point on N & S 1/4 line of said Section 800 feet Southerly of North Section line, thence Westerly parallel to North Section line 450 feet, thence Northwesterly to a point on Easterly line of M-13 which is 705.75 feet from said North Section line, thence Southerly along East line of M-13 to a point that is 1718.07 feet Southerly of North Section line as measured at right angles more or less from North & South 1/4 line, thence South 89 degrees 45 minutes 40 seconds East 47.17 feet, to a point on a curve to the right having a radius of 2719.79 feet, thence Northeasterly on the arc of said curve 507.93 feet, said arc being subtended by a chord bearing North 23 degrees 09 minutes 25 seconds East 507.20 feet, thence North 29 degrees 10 minutes 67 seconds feet, thence South 54 degrees 30 minutes 01 seconds East 408.48 feet to North & South 1/4, thence Northerly along 1/4 line 265.23 feet to point of beginning.

Tax Identification Number: 21-4333-00500

Parcel 8: A parcel of land in the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 8, Township 12 North, Range 5 East, Buena Vista Township, Saginaw County, Michigan, described as follows: To fix a point of beginning, commence at the Northeast corner of Section 8; thence North 88 degrees 37 minutes 30 seconds West, on the North line of Section 8, 1,196.19 feet to the centerline of Crow Island Road; thence South 32 degrees 06 minutes 00 seconds West, on said centerline, 1,825.38 feet to the point of beginning of this description; thence South 57 degrees 54 minutes 00 seconds East, on the North line of the South 3 acres of so-called Lot 27 of Fuller's Unrecorded Map, as described by Deed Fuller to Horr and recorded in Liber 167, Page 360, 504.68 feet to the Northwesterly right-of-way line of C&O Railway; thence South 40 degrees 53 minutes 30 seconds West, on said right-of-way line, 368.16 feet; thence North 57 degrees 54 minutes 00 seconds West, on the Southerly line of the Northerly 1.42 chains of so-called Lot 26 of Fuller's Unrecorded Map, as described by deed

Fuller to Miller and recorded in Liber 160, Page 501, 448.41 feet to the centerline of Crow Island Road; thence 32 degrees 06 minutes 00 seconds East, on said center-line, 363.84 feet to the point of beginning.

Tax Identification Number: 10-12-5-08-1011-000

Parcel 9 (Assessed as follows): City of Saginaw, County of Saginaw, State of Michigan and described as follows: All that part of West 1/2 of Section 8, Town 12 North, Range 5 East lying North of PMRR and East of State Highway M-13, Exc that part viz; Beginning at North 1/4 post of said Section thence Southerly on North and South 1/4 line of said Section to a point 800 feet Southerly of North Section line, thence Westerly parallel with Northerly line of said Section 450 feet, thence Northwesterly to a point on Easterly line of State Hwy M-13, 705.75 feet Southerly of Northerly Section line measured along Easterly line of said Hwy, thence Northerly along Easterly Hwy line to Northerly line of said Section, thence Easterly along Northerly Section line 544.56 feet to point of beginning, Also Exc a parcel viz; commencing at North 1/4 corner of said Section, thence South 00 degrees 00 minutes 00 seconds West on North and South 1/4 line of said Section 800 feet, thence North 88 degrees 37 minutes 30 seconds West parallel with North line of Northeast 1/4 of said Section 138.39 feet, thence South 00 degrees 30 minutes 20 seconds West 168.81 feet to POBM, thence continue South 00 degrees 30 minutes 20 seconds West 309.13 feet to a point on a curve to the right having a radius of 75 feet, thence point on a curve to the right having a radius of 75 feet, thence Southwesterly on the arc of said curve 201.45 feet said arc being subtended by a chord bearing South 77 degrees 11 minutes 13 seconds West 146.13 feet, thence North 89 degrees 45 minutes 40 seconds West 354.61 feet, thence South 12 degrees 41 minutes 02 seconds West 419.73 feet, thence North 89 degrees 45 minutes 40 seconds West 466.58 feet to a point on a curve to the right having a radius of 2719.79 feet, thence Northeasterly on the arc of said curve 507.93, said arc being subtended by a chord bearing North 23 degrees 09 minutes 25 seconds East 507.19 feet, thence North 29 degrees 10 minutes 49 seconds East 282.72 feet, thence North 47 degrees 31 minutes 03 seconds East 176.12 feet, thence North 71 degrees 15 minutes 34 seconds East 149.97 feet, thence North 88 degrees 56 minutes 30 seconds East 256.67 feet, thence South 54 degrees 30 minutes 01 seconds East 236.71 feet to point of beginning.

Tax Identification Number: 21-4333-00000

Parcel 10A: Part of the Southeast 1/4 of Section 8, Town 12 North, Range 5 East; commencing at the East Quarter corner of said Section; thence N89°35'11"W 2002.61 feet along the East West Quarter line to the point of beginning; thence S00°24'49"W 140.36 feet; thence N89°35'11"W 419.16 feet; thence N41°23'49"E 188.20 feet; thence S89°35'11"E 295.50 feet along said East West Quarter line to the point of beginning.

Tax Identification Number: 10-12-5-08-4001-000

Parcel 10B: Part of the Southeast 1/4 of Section 8, Town 12 North, Range 5 East; commencing at the East Quarter corner of said Section; thence N89°35'11"W 1601.23 feet; thence S00°47'51"W 209.72 feet; thence N89°35'11"W 210.00 feet; thence N00°47'49"E 209.72 feet; thence S89°35'11"E 210.00 feet along said East West Quarter line to the point of beginning.

Tax Identification Number: 10-12-5-08-4001-000

Parcel 10C: North 1/2 of North 1/2 of Southeast 1/4 of Section 8, Town 12 North, Range 5 East lying Easterly of C & O RR R/W, except Consumers Power R/W, also except commencing at a point on East & West 1/4 line 509.12 feet North 89 degrees 35 minutes 11 seconds West from East 1/4 corner of Section 8 to Northwesterly R/W of Consumers Power Company; thence South 21 degrees 53 minutes 49 seconds West on said R/W to South line of North 1/2 of North 1/2 of Southeast 1/4 of Section 8; thence North 89 degrees 38 minutes 48 seconds West on

said line 1619.56 feet; thence North 41 degrees 29 minutes 28 seconds East parallel to C&O R/W 66 feet; thence North 89 degrees 38 minutes 49 seconds West 330 feet to Easterly R/W of C&O RR R/W; thence North 41 degrees 29 minutes 28 seconds East on said R/W 378.37 feet along the Easterly R/W of C&O R/W to the East West Quarter line; thence South 89 degrees 35 minutes 11 seconds East 1788.98 feet along said East West Quarter line to the point of beginning.

Tax Identification Number: 10-12-5-08-4001-000

Parcel 11: The West 50 feet of the East 1651 feet of the South 120 feet of the North 329.1 feet of the Southeast 1/4 of Section 8, Township 12 North, Range 5 East; described as commencing at the East Quarter corner of said Section; thence N89°35'11"W 1601.01 feet along the East West Quarter line; thence S00°11'26"W 209.10 feet to the point of beginning; thence S00°11'26"W 120.00 feet; thence N89°35'11"W 50.00 feet; thence N00°11'26"E 120.00 feet; thence S89°35'11"E 50.00 feet to the point of beginning.

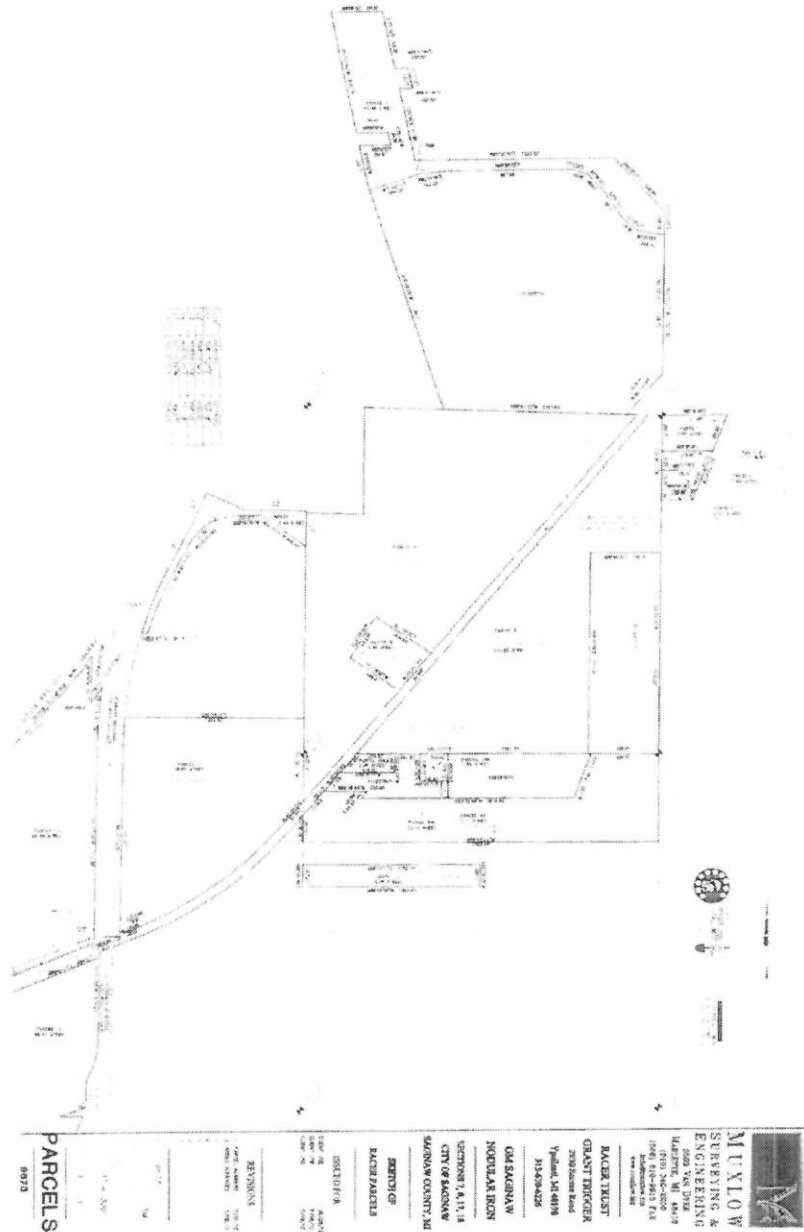
Tax Identification Number: 10-12-5-08-4041-000

Parcel 12: The South 1/2 of the North 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 12 North, of Range 5 East; described as commencing at the East Quarter corner of said Section; thence N89°35'11"W 2698.56 feet along the East West Quarter line to the center of said Section; thence S00°36'39"W 836.06 feet along the North South Quarter line to the point of beginning; thence S89°44'07"E 1352.34 feet; thence S00°24'05"W 166.51 feet; thence N89°45'54"W 1352.95 feet; thence N00°36'39"E 167.21 feet along said North South Quarter line to the Point of Beginning.

Tax Identification Number: 10-12-5-08-4029-000

# EXHIBIT 2

## DRAWING ILLUSTRATING DESCRIPTION OF PROPERTY



## EXHIBIT 3

### DESCRIPTION OF ALLOWABLE USES

**Nonresidential Land Use:** This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming use is also restricted per the prohibitions contained in this restrictive covenant.