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Bernard J. Youngblood
Wayne County Register of Deeds

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AMENDED AND RESTATED WATER EASEMENT AGREEMENT

THIS AMENDED AND RESTATED WATER EASEMENT AGREEMENT (this “**Agreement**”) is entered into as of the 22nd day of July, 2017, by the **CHARTER COUNTY OF WAYNE**, a public body corporate, whose address is 500 Griswold, Detroit, MI 48226 (“**Wayne County**”) and by **WAYNE COUNTY AIRPORT AUTHORITY**, a public body corporate, the principal office of which is located at Detroit Metropolitan Wayne County Airport, L.C. Smith Building Mezzanine, Detroit, MI 48242 (“**WCAA**”), for the benefit of each of (a) **YANKEE AIR FORCE, INCORPORATED**, a Michigan non-profit corporation doing business as Yankee Air Museum, whose address is 47884 D Street, Belleville, MI 48112 (“**YAM**”); (b) **WILLOW RUN ARSENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 3948 Hunters Ridge Drive #4, Lansing, MI 48911 (“**WRAD**”); and (c) **REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST**, a trust formed under the laws of the State of New York, whose address is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226 (the “**Trust**”, together with YAM and WRAD, the “**Grantees**”); and **AMERICAN CENTER FOR MOBILITY**, a Michigan non-profit corporation, whose address is 801 Kirk Profit Drive, Ypsilanti, MI 48198, but only as provided in Section 7 of this Agreement (“**ACM**”; together with the Grantees, the “**Beneficiaries**”; together with WCAA and Wayne County, the “**Parties**” and each, without distinction, a “**Party**”).

RECITALS:

A. Wayne County has ownership and the WCAA has operational jurisdiction over that certain parcel of land owned in fee simple by Wayne County and located in the Township of Ypsilanti, County of Washtenaw, State of Michigan and particularly described on Exhibit A attached hereto (the “**County Parcel**”).

B. Pursuant to Act 90 of the Michigan Public Acts of 2002, as amended (“**Act 90**”) Wayne County remains the fee simple title owner to property, but needs the approval and consent of WCAA for any easement or conveyance of property that is under the operational jurisdiction of the WCAA.

C. YAM is the fee simple owner of that certain parcel of land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, and in the Township of Van Buren, County of Wayne, State of Michigan, which is contiguous to the County Parcel and is particularly described on Exhibit B attached hereto (the “**YAM Parcel**”).

D. YAM and WCAA entered into that certain Storm Water Easement Agreement, dated as of January 6, 2015, and recorded at Liber 51992, Page 628, Wayne County Register of Deeds, and at Liber 5077, Page 715, Washtenaw County Register of Deeds, pursuant to which WCAA granted YAM certain easement rights relating to construction, use and maintenance of certain storm water lines on the County Parcel that would receive storm water discharge from the YAM Parcel (the “**Existing Easement Agreement**”).

E. WRAD is the fee simple owner of that certain parcel of land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, and in the Township of Van Buren, County of Wayne, State of Michigan, which is contiguous with the County Parcel and is particularly described on Exhibit C attached hereto (the "**WRAD Parcel**").

F. ACM has entered into that certain Ground Lease with WRAD, dated as of November 4, 2016 (the "**WRAD Ground Lease**"), pursuant to which ACM ground leases the entire WRAD Parcel from WRAD for the purpose of constructing and operating an automated and connected vehicle research, education, testing, standards-convening, product development, validation and self-certification facility on the WRAD Parcel.

G. WRAD and YAM desire various easements over, across and under a portion of the County Parcel, as generally depicted on attached Exhibit D, to allow for the construction, operation and maintenance of improvements for collection and transmission of storm water generated on the WRAD Parcel and YAM Parcel.

H. Pursuant to that certain Environmental Response Trust Consent Decree and Settlement Agreement among Motors Liquidation Company (f/k/a General Motors Corporation), the Trust's predecessor-in-interest and its affiliated debtors, as debtors and debtors-in-possession, the States and EPLET, LLC, (not individually but solely in its representative capacity as Administrative Trustee of the "Environmental Response Trust" established thereby) that established the Trust, notice of which was published in the 75 Fed. Reg. 66390 (Oct. 28, 2010) and a copy of which is available on the Trust's website at http://www.racertrust.org/About_RACER/Settlement_Agreement, the Trust is obligated to take certain environmental actions mandated therein (collectively, the "**Environmental Actions**") which, among others, requires the Trust and WRAD to have continual access to a diversion chamber/electrical station located on the County Parcel that has been used historically by the Trust as a part of the existing commingled storm water and groundwater treatment system on the WRAD Parcel (the "**Diversion Chamber**") so that the Trust can separate untreated groundwater from the storm water and collect, treat and discharge the treated groundwater in accordance with a National Pollution Discharge Elimination System permit ("**NPDES Permit**") granted by the Michigan Department of Environmental Quality ("**MDEQ**").

I. WCAA and YAM desire to amend and restate the Existing Easement Agreement, and subject to the terms and conditions set forth in this Agreement, WCAA has agreed to grant the Grantees the easements set forth in this Agreement.

NOW THEREFORE, in consideration of the sum of \$3,421.30, the receipt and sufficiency of which is hereby acknowledged by WCAA, the Parties agree as follows:

AGREEMENT

1. **Existing Easement Agreement.** The Existing Easement Agreement is hereby amended and restated in its entirety by this Agreement, and the Existing Easement Agreement shall therefore have no further force or effect.

2. **Easements for Storm Water.** Wayne County with the consent of the WCAA hereby grants to WRAD and YAM non-exclusive easements over, under and across the following described and collectively contiguous portions of the County Parcel for (1) the collection, conveyance, discharge and drainage of storm water from the WRAD Parcel and the YAM Parcel (the "**Purposes**"), (2) the use, maintenance, repair and, if necessary, replacement of existing improvements within such portions of the County Parcel for the Purposes, including, without limitation, the Diversion Chamber and the 84-inch

pipe running underground along the western boundary of the County Parcel (the "*84-Inch*"), and (3) the construction, maintenance, repair and, if necessary, replacement of additional improvements for the Purposes:

(a) a fifty (50) foot wide strip of land running along the western boundary of the County Parcel from (and inclusive of) the Diversion Chamber and the 84-Inch and continuing south along such western boundary to the southern boundary of the County Parcel, as described on Exhibit E attached hereto;

(b) a forty (40) foot wide strip of land that is located twenty (20) feet on either side of the two lines described on Exhibit F attached;

(c) those portions of the County Parcel described on Exhibit G attached; and

(d) a forty (40) foot wide strip of land running along the western boundary of the County Parcel from (but not inclusive of) the Diversion Chamber and the 84-Inch and continuing north along such western boundary to the northern boundary of the County Parcel, as described on Exhibit H attached hereto.

The easements burdening the portions of the County Parcel described in the foregoing Sections 2(a) through 2(c) shall be perpetual. The easement burdening the portion of the County Parcel described in Section 2(d) shall be temporary and shall automatically expire upon the first to occur of (x) the installation of the Bulkhead (as defined in Section 4(a)), or (y) December 31, 2020.

3. Easement for Groundwater. Wayne County with the consent of WCAA hereby grants to the Trust a non-exclusive, perpetual easement over, under and across those portions of the County Parcel described in Sections 2(a) and 2(b) for the purpose of discharging treated groundwater pursuant to the requirements of a NPDES Permit granted by the MDEQ either (a) directly into the 84-Inch, the Diversion Chamber and a storm water line to be constructed within the easement granted in Section 2(b) (collectively, the "*Storm Water Facilities*"), or (b) through a separate pipe to be installed by the Trust within the 84-Inch, the Diversion Chamber and such storm water line (the "*Pipe-within-Pipe*"); *provided, however,* that if the Trust elects to use such easement to install and so use the Pipe-within-Pipe, such easement shall include the right to construct, operate, maintain, repair and, if necessary, replace the Pipe-within-Pipe. In either such case, the Trust shall (i) at a location prior to introduction of such treated groundwater into any of the Storm Water Facilities, establish and monitor its compliance with the NPDES Permit or any other legally enforceable permit or approval not in conflict with any applicable MDEQ approved element of the Trust's Environmental Actions, (ii) provide each of Wayne County, WCAA, WRAD, ACM and YAM with copies of all sampling reports and copies of the MDEQ required discharge monitoring reports coincident to their delivery by the Trust to MDEQ, and (iii) save, indemnify, defend and hold Wayne County, WCAA, WRAD, ACM and YAM harmless from and against any loss, damage, cost, expense or other liability arising by reason of any failure of the Trust to comply with any element of the requirements of the NPDES Permit or any other legally enforceable permit or approval not in conflict with any of the Trust's Environmental Actions that have been approved by MDEQ, including, and in the case of Wayne County and WCAA only, reasonable attorneys' fees and expenses actually incurred by Wayne County and WCAA in defending against any claim against Wayne County and WCAA arising out of such failure.

4. Easements for Construction and Maintenance.

(a) Wayne County with the consent of the WCAA hereby grants to the Trust a non-exclusive, temporary easement over, under and across that portion of the County Parcel described

in Section 2(d) for the purpose of constructing a permanent bulkhead within the 84-Inch just to the north of the Diversion Chamber (the "**Bulkhead**"), which easement shall automatically expire upon the first to occur of (i) the installation of the Bulkhead, or (ii) December 31, 2020.

(b) Wayne County with the consent of WCAA hereby grants to the Trust a non-exclusive, perpetual easement over, under and across that portion of the County Parcel described in Section 2(d) for the purpose of maintaining, repairing and, if necessary, replacing the Bulkhead and performing any MDEQ approved element of the Trust's Environmental Actions.

(c) Wayne County with the consent of WCAA hereby grants to YAM and WRAD a non-exclusive, perpetual easement over, across and under those portions of the County Parcel described on Exhibit I attached hereto for the purpose of allowing YAM and WRAD to construct, operate, maintain, repair and, if necessary, replace that portion of a storm water line to be located on the YAM Parcel that is immediately adjacent to the County Parcel.

(d) Wayne County with the consent of WCAA hereby grants to YAM and WRAD a non-exclusive, temporary easement for the benefit of WRAD and YAM over and across Kirk Profit Drive for the purpose of exercising the easement rights granted in Section 2 and the development of the WRAD Parcel and the YAM Parcel, which easement shall automatically expire on December 31, 2027.

5. **Location of Easements.** The Parties acknowledge that the location of the easements granted pursuant to the foregoing Sections 2 through 4 (collectively, the "**Easements**") are based on field investigations and the best available information as to the location of existing improvements and utilities and the currently proposed location of new improvements to be constructed by the Trust, WRAD, ACM or YAM as permitted by the Easements. Accordingly, if (a) the actual location of such existing improvements and other utilities, and/or (b) the "as-built" location of such new improvements, are closer than fifteen (15) feet to the boundary of any of the Easements, then the Parties agree to adjust the legally described boundary of the applicable Easement to ensure that none of such improvements or utilities are located closer than fifteen (15) feet to any such boundary.

6. **Indemnification of Wayne County and/or WCAA.**

(a) Each of the Beneficiaries shall be responsible for complying with applicable Environmental Law in the exercise of the rights granted to any such Beneficiary under this Agreement that creates, disturbs or exacerbates any Environmental Condition (as defined below) on those portions of the County Parcel subject to the Easements, as well as any other portion of the County Parcel that any such Beneficiary may use in exercising such rights, including, without limitation, the disturbance or required removal of contaminated soils.

(b) Other than WRAD, each of the Beneficiaries (each, as applicable, an "**Indemnifying Party**") failing to fully discharge its responsibility under Section 6(a) shall indemnify, protect, defend, hold harmless, and completely and irrevocably release and forever discharge Wayne County, WCAA and each director, officer, and employee of WCAA and Wayne County (collectively, the "**Indemnified Parties**" and each, without distinction, an "**Indemnified Party**") from and against any and all claims, demands, actions, administrative proceedings, judgments, losses, damages, punitive damages, penalties, fines, stipulated penalties, liabilities, debts, costs, and expenses (including without limitation reasonable attorneys' fees) (collectively, "**Losses**"), that arise directly or indirectly from, out of, or in connection with, any such failure.

(c) If any claim (each a "**Claim**") arising out of a failure of an Indemnifying Party to discharge its responsibility under Section 6(a) (each a "**Failing Indemnifying Party**") shall be brought or asserted against an Indemnified Party, the Indemnified Party shall promptly notify the Failing Indemnifying Party in a writing setting forth the nature of the Claim and, if possible, a determination of the resultant Losses. The delay or failure of the Indemnified Party to give such notice shall not relieve the Failing Indemnifying Party of its obligations or liabilities pursuant to this Section 6 unless the Failing Indemnifying Party can demonstrate that such delay or failure materially prejudices the ability of the Failing Indemnifying Party to defend the Indemnified Party with respect to such Claim.

(d) The Failing Indemnifying Party shall assume the defense of any Claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; *provided, however*, that the Indemnified Party shall provide the information and assistance reasonably required by the Failing Indemnifying Party and its counsel to defend such Claim; *provided further, however*, that the Failing Indemnifying Party shall pay all reasonable costs and expenses incurred by the Indemnified Party in doing so. The Failing Indemnifying Party shall keep the Indemnified Party reasonably informed on the progress and status of the defense of any Claim. The Indemnified Party shall have the right to employ separate counsel in any such Claim and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Failing Indemnifying Party has agreed in writing to pay such fees and expenses, (ii) the Failing Indemnifying Party shall have failed promptly to assume the defense of such Claim and to employ counsel within a time sufficient to avoid any material adverse effect to such defense, or (iii) if representation of both the Failing Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to actual or potential conflicts of interest. No Failing Indemnifying Party shall, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement or compromise of or consent to the entry of a judgment with respect to any pending or threatened Claim in respect of which indemnification or contribution may be sought hereunder, unless such settlement, compromise or judgment (1) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Claim, and (2) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

(e) The benefits afforded to the Indemnified Parties under this Section 6 are personal to the Indemnified Parties and shall not extend to or otherwise benefit any successor in interest to all or any portion of the County Parcel.

(f) For purposes of this Section 6:

(i) "**Environmental Condition**" means the presence or Release of any Hazardous Material at concentrations regulated under applicable law for the use of the land, into or upon the land, any structure on the land, the atmosphere, or any watercourse or body of water, including groundwater; and/or the presence of any abandoned underground storage tank or buried solid waste in, under, or on land or any structure on land.

(ii) "**Environmental Law**" means any applicable Federal, state or local statute, regulation, rule, ordinance, common law, permit, judgment, order, or decree relating to (A) the protection, investigation, or restoration of public health or the natural environment (including surface water, groundwater, ambient air, or land); (B) the

generation, storage, treatment, handling, transport, use, presence, disposal, Release, or threatened Release of any Hazardous Material; or (C) the regulation of any aboveground or underground storage tanks, liquid or solid waste, wastewater, noise, odor, wetlands, or storm water, and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, *et seq.*; Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.*; Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*; Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*; Emergency Planning & Community Right to Know Act, 42 U.S.C. §§ 11001, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, *et seq.*; Safe Drinking Water Act, 42 U.S.C. §§ 300 *et seq.*; and Michigan's Natural Resources Environmental Protection Act, MCL 324.101 *et seq.*, all as amended from time to time.

(iii) **"Hazardous Material"** means any substance (A) that is listed, classified or regulated in any concentration pursuant to any Environmental Law; or (B) that because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes a danger or hazard to public health, safety or welfare or to the environment as determined by a duly authorized regulatory agency, including without limitation, any petroleum product or by-product, any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, etchants, pickling and plating wastes, explosives, reactive metals and compounds, pesticides and herbicides not used or applied in accordance with applicable law, radon gas, urea formaldehyde foam insulation and chemical, or biological and radioactive wastes or materials.

(iv) **"Release"** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, volatilizing, leaching, migration, dumping, discarding, burying, abandoning, or disposing of any Hazardous Material into the natural environment (including surface water, groundwater, ambient air, or land), whether intentionally or unintentionally.

(g) If Wayne County suffers any Losses that are not indemnified pursuant to foregoing provisions of this Section 6, but only to the extent allowed under Michigan law in general and Act 90 in particular, WCAA shall indemnify, protect, defend, hold harmless, and completely and irrevocably release and forever discharge Wayne County, and each director, officer, and employee of Wayne County, from and against any and all such Losses.

7. **ACM a Third Party Beneficiary.** The Parties acknowledge and agree that ACM, and its successors and assigns under the WRAD Ground Lease, shall be third-party beneficiaries of this Agreement with respect to the Easements that benefit the WRAD Parcel, WRAD and/or the Trust, and Sections 3, 12 and 13, so long as the WRAD Ground Lease remains in effect, including, without limitation, the right to enforce such Easements and such Sections 3, 12 and 13. Upon termination or expiration of the WRAD Ground Lease, ACM shall cease to have any rights, obligations or liability under this Agreement; *provided, however*, that any indemnification liability of ACM under Section 6 arising by reason of any act or omission of ACM prior to termination or expiration of the Ground Lease shall survive. Excepting such beneficial rights for ACM, nothing in this Agreement, expressed or implied, shall confer upon any person or entity, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

8. **Construction and Maintenance of Infrastructure.** The Parties acknowledge and agree that neither Wayne County nor WCAA will have any responsibility for operating, maintaining, repairing

or replacing the 84-Inch, the Diversion Chamber or any new improvements on the County Parcel installed pursuant to the Easements, all of which shall be allocated among the Trust, WRAD, ACM and YAM in a shared utility maintenance agreement among them, of which WCAA and Wayne County shall be third party beneficiaries for the limited purpose of enforcing the respective obligations of the Beneficiaries to perform and contribute to the cost of such maintenance, repair, and replacement obligations. If WCAA and/or Wayne County shall exercise such right of enforcement and prevail in a claim against such Beneficiary, then the Beneficiary against which any such enforcement is sought shall be further liable for the costs incurred by WCAA and/or Wayne County in exercising such right of enforcement, including, without limitation, reasonable legal fees and expenses.

9. **Non-Interference (Easement).** The Parties shall not (a) construct or place, or allow to be constructed or placed, any additional buildings or structures, fences, earthen berms or embankments, or other improvements (other than paving, utilities, trees, shrubs, landscaping, trash receptacles, lighting and signs) in, over, under or across the Easements, (b) perform any excavation or other subsurface work that would interfere, in any way, with the construction, operation, maintenance, repair and, if necessary, replacement of, any element of the improvements installed within Easements as permitted thereby, or (c) upon installation of the Bulkhead, remove, replace, damage, cut, connect any pipes or utilities to, or otherwise interfere with or impair the integrity of the portion of the 84-Inch within the Easement granted in Sections 4(a) and 4(b). Notwithstanding the foregoing, WCAA may, upon not less than thirty (30) days' notice to the other Parties and to ACM, relocate its security fence, provided that the new location thereof does not interfere with the intended use of the Easements. With respect to WCAA's operations and activities, the Trust, WRAD, ACM and YAM and their employees, consultants, contractors and invitees shall cooperate and coordinate with WCAA to avoid interference with WCAA's business operations and/or use of its premises, including providing prior written notice of any operations or activities allowed under this Agreement that are reasonably foreseeable to interfere with or impact upon WCAA's business operations and/or use of its premises and take such steps that are necessary and reasonable to avoid such interference.

10. **No Dedication.** Nothing contained in this Agreement shall be construed to constitute a gift or dedication of the Easements to the general public or for any public use or purpose whatsoever.

11. **Prohibition on Alteration of Storm Water Flow.** WCAA acknowledges that it is responsible for managing and providing for the drainage of storm water generated on the County Parcel in accordance with applicable law, including, without limitation, the portion thereof subject to the Easements and by reason of any change to the use or operation of the County Parcel made by or on behalf of WCAA. WCAA shall not intentionally take any action within the County Parcel or the remainder of the contiguous property under the operational jurisdiction of WCAA that could reasonably be expected based on accepted engineering practice, to obstruct, impede or materially or substantially increase the flow of storm water or surface drainage from or over the WRAD Parcel or the YAM Parcel.

12. **Amendment.** This Agreement may only be amended (in whole or in part) by a written agreement among Wayne County, WCAA, YAM, Trust and WRAD (and, for so long as the WRAD Ground Lease is in effect, ACM). Until such time that Wayne County no longer owns the County Parcel and consistent with Act 90, any such amendment requires approval and execution by the Wayne County Executive to be binding upon Wayne County, and execution by the WCAA's Chief Executive Officer to be binding upon WCAA. Any and all such amendments shall be duly recorded in the Offices of the Register of Deeds of Wayne County, Michigan and of Washtenaw County, Michigan. This Section does not apply to allowable adjustments of a legally described boundary of the applicable Easement as referenced Section 5.

13. Insurance.

(a) With the exception of Wayne County, each Party shall, at its sole expense, maintain, during the period its construction of any improvement within any of the Easements, with a reputable company or companies, reasonably acceptable to the other Parties, (i) a policy or policies of commercial general liability insurance with respect to the Party's obligations under this Agreement, including, without limitation, owned and non-owned automobile (vehicle) liability, personal injury, blanket contractual, broad form property damage and product/completed operations liability coverage for minimum One Million Dollars (\$1,000,000) per occurrence, minimum Two Million Dollars (\$2,000,000) in aggregate and minimum Four Million Dollars (\$4,000,000) in excess limits for bodily injury, death and property damage liability, and (ii) workers' compensation insurance in an amount required by Law. Each Party shall also provide the other with a waiver of subrogation endorsement from the Party's insurance carrier with respect to the Party.

(b) With exception of Wayne County, each Party shall provide that the policy or policies of insurance required by Section 13(a) shall be occurrence based, primary to any other insurance coverage that may be available, and shall name at the sole expense of that Party, the other Parties as additional insureds, and shall apply severally to each Party, with the provision that any other insurance carried by a Party shall be noncontributing. Each such policy shall contain a provision that the naming of an additional insured shall not negate any right the additional insured would have had as a claimant under the policy if not so named. The coverage afforded by such policies shall also apply to the respective Parties, and their respective officers, agents, employees, and affiliates, as additional insureds, but only with respect to legal liability or claims caused by, arising out of, or resulting from the acts or omissions of the named insured or of others performing acts on behalf of the named insured, provided such acts or omissions are not otherwise excluded from the respective Party's insurance policy.

(c) Any policies or certificates of insurance required under the provisions of this Section 13 must contain an endorsement or provision that not less than thirty (30) calendar days' prior written notice must be given to the other Parties prior to cancellation or reduction of coverage or amount of such policy. Each Party shall maintain certificates issued by each insurance carrier of each policy of insurance required under this Section 13, stating the limits and other provisions required hereunder and in a form reasonably acceptable to the other Parties. Each such certificate of insurance shall be delivered to the other Parties prior to that Party entering upon another Party's property or the performance of any obligations pursuant to this Agreement, and thereafter not later than thirty (30) calendar days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a party of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of the other Parties or negate the requirements of this Section 13.

(d) Notwithstanding the foregoing, and pursuant to the terms of Act 90, WCAA shall have the right to self-insure in respect of its obligations under this Section 13.

(e) For any and all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, and reimbursement of reasonable attorneys' fees) asserted by third parties to the extent arising out of or related to a Beneficiary's failure to operate or maintain an Easement (the "*Third Party Claims*"), the Beneficiaries and WCAA shall solely look to the insurance coverage of such failing Beneficiary required by this Section 13; *provided, however*, with respect to Wayne County and WCAA only, in the event the insurance coverage does not fully cover Wayne County and WCAA for such Third Party Claim, neither

Wayne County nor WCAA shall not limited to the insurance coverage limits, by what risks are covered by insurance or by coverage determinations made by an insurer.

14. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight carrier, addressed to the Parties as follows:

If to WCAA:

Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
L.C. Smith Terminal Mezzanine
Detroit, Michigan 48242
Attn: Vice President of Real Estate
Wendy.Sutton@wcaa.us

With a Copy to:

Plunkett Cooney, P.C.
38505 Woodward Avenue, Suite 2000
Bloomfield Hills, MI 48304
Attn: Saulius Mikalonis
Facsimile: (248) 901-4040
Email: smikalonis@plunketcooney.com

If to Wayne County:

Wayne County Executive Office
500 Griswold, 31st Floor
Detroit, Michigan 48226
Attn: Khalil Rahal, Director
of Economic Development

With a Copy to:

Wayne County Corporation Counsel
500 Griswold, 30th Floor
Detroit Michigan 48226
Attn: Zenna Elhasan

If to the Trust:

Revitalizing Auto Communities
Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226
Attn: Grant Trigger, Cleanup Manager
Facsimile: (734) 879-9537
Email: gtrigger@racertrust.org

With a Copy to:

Revitalizing Auto Communities
Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226
Attn: Carl Garvey, General Counsel
Facsimile: (734) 879-9537
Email: cgarvey@racertrust.org

And a Copy to:

Revitalizing Auto Communities
Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226
Attn: Bruce Rasher, Redevelopment Manager
Facsimile: (734) 879-9537
Email: brasher@racertrust.org

And a Copy to:

Dawda, Mann, Mulcahy & Sadler, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304
Attn: Edward C. Dawda
Facsimile: (248) 642-7791
Email: edawda@dmms.com

If to WRAD:

Willow Run Arsenal of Democracy
Landholdings Limited Partnership
Willow Run Land Management Services,
General Partner
3948 Hunters Ridge Drive #4
Lansing, MI 48911-1136

And a Copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
One Michigan Avenue, Suite 900
Lansing, MI 43933
Attn: G. Alan Wallace
Tel: (517) 483-4905
Fax: (517) 374-6304

Attn: Charles A. Fiedler, President
Facsimile: (517) 481-4861
Email: cfiedler@sentinellawgroup.net

If to ACM:

American Center for Mobility
201 S. Division Street, Suite 430
Ann Arbor, MI 48104
Attn: John Maddox, President & CEO
Office: (734) 763-6243
Email: maddoxjm@umich.edu

If to YAM:

Yankee Air Museum
47884 D Street
Belleville, MI 48112
Attn: Raymond F. Hunter

Email: wallace@millercanfield.com

And a Copy (that does not constitute notice) to:

Honigman Miller Schwartz and Cohn LLP
315 E. Eisenhower Parkway, Suite 100
Ann Arbor, MI 48108
Attn: David N. Parsigian
Tel: (734) 418-4200
Fax: (734) 418-4251
Email: dparsigian@honigman.com

And a Copy to:

William J. Stapleton
Hooper Hathaway, PC
126 Main Street
Ann Arbor, MI 48104
Fax: (734) 662-6098
Email: westapleton@hooperhathaway.com

With respect to any matters relating to the exercise of the rights granted under this Agreement and use of the Easements, the persons named above for each Party to whose attention notices are to be delivered shall have the sole authority to act for such Party for all such purposes.

15. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. **Miscellaneous.**

(a) This Agreement shall be construed in accordance with the laws of the State of Michigan and any lawsuit arising hereunder shall be filed in a Circuit Court or a Federal District Court, located in Wayne County, Michigan.

(b) Nothing in this Agreement shall be construed to make the Parties partners or joint venturers, or other than as specifically provided in this Agreement, make any Party generally liable for the debts or obligations of another Party.

(c) Except as contemplated by Section 8, this Agreement contains all of the covenants, promises, agreements, conditions and understandings among the Parties hereto concerning the Easements. All recitals and all Exhibits attached to this Agreement are by this reference incorporated herein and made a part hereof.

(d) No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall

only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

(e) All terms, conditions and covenants of this Agreement are subordinate to the rights of the United States of America to lease or otherwise assume control over the County Parcel with respect to the operation of Willow Run Airport, or any part thereof, during time of war or national emergency for military or naval use, and any terms, conditions, and covenants of this Agreement inconsistent with the terms, conditions and covenants of such agreement with the United States of America will be suspended thereby.

The Parties hereto have executed this instrument the day and year first above written.

[Remainder of page intentionally left blank; Signatures appear on following pages]

Signature page to Amended and Restated Water Easement Agreement

APPROVED AS TO FORM:

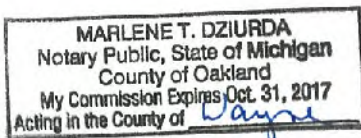
CHARTER COUNTY OF WAYNE

By: Randal Brown *Randal Brown on behalf of:*
Zenna Faraj Elhasan, Director of
Corporation Counsel, Wayne County

By: [Signature]
Name: Richard Kaufman
Title: Deputy County Executive

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 14th day of July, 2017, by Richard Kaufman, the Deputy County Executive of Charter County of Wayne, a public body corporate, on behalf of the public body corporate.



Notary's signature: [Signature]
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in _____, County

(Signatures continue on following page)

Signature page to Amended and Restated Water Easement Agreement

APPROVED AS TO FORM:

WAYNE COUNTY AIRPORT AUTHORITY

By: [Signature]
Acting General Counsel, Wayne County
Airport Authority

By: [Signature]
Joseph R. Nardone
Its Chief Executive Officer

STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 19th day of July, 2017, by Joseph R. Nardone, the Chief Executive Officer of Wayne County Airport Authority, a public body corporate, on behalf of the public body corporate.

ANDREA BOMIA
Notary Public, State of Michigan
County of Wayne
My Commission Expires Nov. 10, 2018

Notary's signature: [Signature]
Notary's Name: Andrea Bomia
Notary Public, State of Michigan
County of Wayne
My commission expires: 11/10/2018
Acting in Wayne, County

(Signatures continue on following page)

Signature page to Amended and Restated Water Easement Agreement

YANKEE AIR FORCE, INCORPORATED

By Raymond F. Hunter
Raymond F. Hunter
Its Chairman

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 21 day of July, 2017, by Raymond F. Hunter, the Chairman of Yankee Air Force, Incorporated, a Michigan nonprofit corporation, on behalf of the corporation.

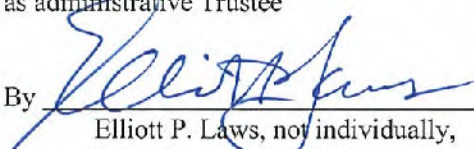
Notary's signature: Wendy A. Conrad
Notary's Name: Wendy A Conrad
Notary Public, State of Michigan
County of Washtenaw
My commission expires: 11/24/2019
Acting in Washtenaw County

(Signatures continue on following page)

Signature page to Amended and Restated Water Easement Agreement

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST**, a trust
formed under the laws of the State of New York

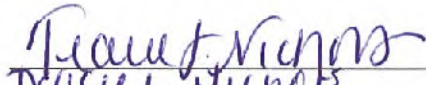
By EPLET, LLC, acting solely in its capacity
as administrative Trustee

By 
Elliott P. Laws, not individually,
but acting solely in his capacity as
Managing Member

DISTRICT/STATE OF Michigan
CITY/COUNTY OF Wayne) ss:

The foregoing instrument was acknowledged before me this 20th day of July, 2017, by Elliott P. Laws, not individually, but acting solely in his capacity as Managing Member of EPLET, LLC, acting solely in its capacity as administrative trustee of the Revitalizing Auto Communities Environmental Response Trust, a trust formed under the laws of the State of New York, on behalf of the Trust.

TRACIE L. NICHOLS
Notary Public, State of Michigan
County Of Wayne
My Commission Expires 03-19-2023
Acting in the County of Wayne

Notary's signature: 
Notary's Name: Tracie L. Nichols
Notary Public, State/District of Michigan
County of Wayne
My commission expires: 3/19/23
Acting in Wayne, County/City

(Signatures continue on following page)

Signature page to Amended and Restated Water Easement Agreement

**WILLOW RUN ARSENAL OF DEMOCRACY
LANDHOLDINGS LIMITED PARTNERSHIP**, a
Michigan limited partnership

By Willow Run Land Management Services
Its General Partner

By Charles A. Fiedler
Charles A. Fiedler
Its President

STATE OF MICHIGAN)
) ss:
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 22nd day of July, 2017, by Charles A. Fiedler, the President of Willow Run Land Management Services, the General Partner of Willow Run Arsenal of Democracy Landholdings Limited Partnership, on behalf of the limited partnership.

AMIE L. SULLIVAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Mar. 17, 2018
Acting in the County of Ingham

Notary's signature: Amie L. Sullivan
Notary's Name: _____
Notary Public, State of Michigan
County of _____
My commission expires: _____
Acting in _____, County

(Signatures continue on following page)

Signature page to Amended and Restated Water Easement Agreement

AMERICAN CENTER FOR MOBILITY

By Laurel R Champion
Name: Laurel Champion
Title: Chief Operating Officer

STATE OF MICHIGAN)
) ss:
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 21st day of July, 2017, by Laurel R. Champion the Chief Operating Officer of American Center for Mobility, a Michigan nonprofit corporation, on behalf of the corporation.

Notary's signature: [Signature]
Notary's Name: TABETHA SEWART
Notary Public, State of Michigan
County of Wayne
My commission expires: May 17, 2022
Acting in Washtenaw, County

DRAFTED BY:

Miller, Canfield, Paddock and Stone, PLC
Attn: G. Alan Wallace
One Michigan Avenue, Suite 900
Lansing, MI 48933
Phone: (517) 483-4905

WHEN RECORDED RETURN TO:

Honigman Miller Schwartz and Cohn LLP
Attn: Vincent Kuebler, Esq.
315 East Eisenhower Parkway, Suite 100
Ann Arbor, MI 48108
Phone: (734) 418-4206

Exempt from State Transfer Tax under
MCL 207.526(h). Exempt from County
Transfer Tax under MCL 207.505(h).

EXHIBIT A

LEGAL DESCRIPTION OF COUNTY PARCEL

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

Part of South 1/2 Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as beginning at Southeast corner Section 12, thence South 87 degrees 46 minutes 44 seconds West 650.00 feet, along South line Section 12; thence North 02 degrees 13 minutes 55 seconds West 43.63 feet; thence along arc of curve, concave to the West, radius 260.81 feet arc distance 666.73 feet chord North 08 degrees 37 minutes 11 seconds East 499.44 feet; thence North 64 degrees 36 minutes 55 seconds West 587.91 feet; thence along the arc of a curve, concave to the Northeast, radius 3307.77 feet arc distance 464.74 feet chord North 60 degrees 35 minutes 25 seconds West 464.36 feet; thence North 56 degrees 32 minutes 00 seconds West 1888.27 feet; thence West 727.21 feet; thence North 00 degrees 10 minutes 15 seconds East 121.64 feet; thence South 89 degrees 55 minutes 54 seconds East 704.21 feet; thence South 54 degrees 34 minutes 09 seconds East 359.48 feet; thence along arc of curve, concave to the Northeast, radius 3739.90 feet arc distance 130.30 feet chord South 55 degrees 34 minutes 02 seconds East 130.29 feet; thence South 56 degrees 33 minutes 55 seconds East 1484.43 feet; thence along the arc of a curve, concave to the Northeast, radius 3233.20 feet arc distance 454.26 feet chord South 60 degrees 35 minutes 25 seconds East 453.89 feet; thence South 64 degrees 36 minutes 55 seconds East 204.04 feet; thence along arc of curve, concave to the Northeast, radius 334.72 feet arc distance 295.12 feet chord North 25 degrees 12 minutes 33 seconds West 285.66 feet; thence North 00 degrees 03 minutes 01 seconds East 1102.74 feet; thence North 77 degrees 57 minutes 35 seconds East 4.93 feet; thence North 00 degrees 08 minutes 45 seconds East 241.25 feet; thence East 473.73 feet; thence South 75 degrees 54 minutes 30 seconds East 404.79 feet; thence South 40.00 feet; thence North 89 degrees 42 minutes 46 seconds East 141.66 feet, to point on East line Section 12; thence South 00 degrees 02 minutes 43 seconds West 2209.65 feet, along East line Section 12 to point of beginning.

Address Reference: 830 Willow Run Airport, Ypsilanti, Michigan 48198

Tax Parcel Number K-11-12-400-003

EXHIBIT B

LEGAL DESCRIPTION OF YAM PARCEL

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

PART OF THE EAST 1/2 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND PART OF THE WEST 1/2 OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE 33.00 FEET TO THE NORTHWEST CORNER OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 33.07 FEET TO A POINT; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LINE COMMON TO SAID SECTIONS 7 AND 12, A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 1027.30 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 892.33 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 253.84 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 881.05 FEET, TO A POINT IN THE INTERIOR OF SAID SECTION 7; THENCE SOUTH, A DISTANCE OF 574.23 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING, SOUTH, A DISTANCE OF 829.09 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST, CROSSING SAID COMMON SECTION LINE, A DISTANCE OF 261.75 FEET TO A POINT IN THE INTERIOR OF SAID SECTION 12; THENCE NORTH, A DISTANCE OF 40.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 54 MINUTES 30 SECONDS WEST, A DISTANCE OF 404.79 FEET TO A POINT; THENCE WEST, A DISTANCE OF 512.11 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 418.67 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST A DISTANCE OF 443.50 FEET TO A POINT; THENCE NORTH 45 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 69.30 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECOND EAST A DISTANCE OF 224.85 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST, CROSSING THE SECTION LINE COMMON TO SAID SECTIONS 12 AND 7, A DISTANCE OF 673.56 FEET TO THE POINT OF BEGINNING. CONTAINING 16.74 ACRES, MORE OR LESS, OF LAND IN AREA.

Address Reference: 1 Liberator Way, Ypsilanti, Michigan 48198

Tax Parcel Numbers: K-11-12-100-007 and 83-025-99-0003-703

EXHIBIT C

LEGAL DESCRIPTION OF WRAD PARCEL

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

PARCEL 1: (83-025-99-0002-701)

That part of Northwest 1/4 of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, described as: Beginning at the Northwest corner of Section 7 and proceeding South 01 degree 25 minutes 10 seconds West along the West Section line 799.13 feet; thence North 89 degrees 57 minutes 40 seconds East 193.19 feet; thence North 00 degrees 02 minutes 20 seconds West 275.00 feet; thence South 89 degrees 57 minutes 40 seconds West 153.16 feet; thence North 01 degree 25 minutes 10 seconds East 525.40 feet; thence South 87 degrees 34 minutes 10 seconds West along the North Section line 33.07 feet to the point of beginning.

EXCEPT:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan and being more particularly described as follows: Commencing at the Northeast corner of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; running thence South 01 degree 27 minutes 26 seconds West along the East line of said Section 12, a distance of 33.00 feet to the Northwest corner of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence North 87 degrees 37 minutes 30 seconds East, along the North line of said Section 7, a distance of 33.07 feet to a point; thence South 01 degree 27 minutes 26 seconds West a distance of 525.40 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning North 89 degrees 59 minutes 56 seconds East a distance of 153.16 feet to a point; thence South 00 degrees 00 minutes 04 seconds West a distance of 275.00 feet to a point; thence South 89 degrees 59 minutes 56 seconds West a distance of 193.17 feet to a point on the West line of said Section 7; thence North 01 degree 27 minutes 26 seconds East along the West line of said Section 7, a distance of 275.10 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 33.01 feet to the point of beginning.

PARCEL 2: (83-025-99-0003-702)

Part of the West 1/2 of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, described as: Beginning at the West 1/4 corner of Section 7; thence North 01 degree 27 minutes 26 seconds East 855.18 feet; thence South 24 degrees 17 minutes 05 seconds East 238.53 feet; thence due South 768.31 feet; thence South 41 degrees 23 minutes 40 seconds West 181.57 feet; thence North 00 degrees 02 minutes 43 seconds East 267.04 feet to the place of beginning.

ALSO:

Part of the Northwest 1/4 of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan and being more particularly described as follows: Commencing at the Northeast corner of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; running thence South 01 degree 27 minutes 26 seconds West along the East line of said Section 12, a distance of 33.00 feet to the Northwest corner of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence North 87 degrees 37 minutes 30 seconds East along the North line of said Section 7, a distance of 33.07 feet to a point; thence South 01 degree 27 minutes 26 seconds West a distance of 525.40 feet to a point; thence North 89 degrees 59 minutes 56 seconds East a distance of 153.16 feet to a point; thence South 00 degrees 00 minutes 04 seconds West a distance of 275.00 feet to a

point; thence South 89 degrees 59 minutes 56 seconds West, across the line common to said Sections 7 and 12 and into said Section 12, a distance of 425.10 feet to a point; thence South 00 degrees 00 minutes 35 seconds West a distance of 534.67 feet to a point; thence South 24 degrees 17 minutes 05 seconds East a distance of 287.53 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 93.51 feet to a point on the West line of said Section 7, said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 89 degrees 58 minutes 35 seconds East a distance of 93.07 feet to a point; thence South a distance of 413.48 feet to a point; thence North 24 degrees 17 minutes 05 seconds West a distance of 238.46 feet to a point on the West line of said Section 7; thence North 01 degree 27 minutes 26 seconds East along the West line of said Section 7, a distance of 196.22 feet to the point of beginning.

EXCEPT:

Part of the West 1/2 of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan and being more particularly described as follows: Beginning at the West 1/4 corner of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan and proceeding thence from said point of beginning North 01 degree 27 minutes 26 seconds East, along the West line of said Section 7, a distance of 477.35 feet to a point; thence South 89 degrees 58 minutes 00 seconds East a distance of 107.72 feet to a point; thence due South a distance of 829.09 feet to a point; thence South 89 degrees 42 minutes 46 seconds West a distance of 120.09 feet to a point on the West line of said Section 7; thence North 00 degrees 02 minutes 43 seconds East a distance of 352.56 feet to the point of beginning.

PARCEL 3: (K-11-12-100-006)

Part of Section 12 and the Southeast 1/4 of Section 1, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as beginning at Northeast corner Section 12, thence South 01 degrees 27 minutes 26 seconds West 557.02 feet along East line said Section; thence North 89 degrees 58 minutes 35 seconds West 994.29 feet; thence South 00 degrees 01 minutes 25 seconds West 892.33 feet; thence South 44 degrees 58 minutes 35 seconds East 253.84 feet; thence South 89 degrees 58 minutes 35 seconds East 787.98 feet; thence South 01 degree 27 minutes 26 seconds West 1051.74 feet along East line said Section 12 to East 1/4 corner said Section 12; thence South 00 degrees 02 minutes 43 seconds West 352.58 feet along East line said Section 12; thence South 89 degrees 42 minutes 46 seconds West 141.66 feet; thence North 40.00 feet; thence North 75 degrees 54 minutes 30 seconds West 404.79 feet; thence West 473.73 feet; thence South 00 degrees 08 minutes 45 seconds West 241.25 feet; thence South 77 degrees 57 minutes 35 seconds West 4.93 feet; thence South 00 degrees 03 minutes 01 seconds West 1102.74 feet; thence along arc of curve, concave to the Northeast, radius 334.72 feet arc distance 295.12 feet chord South 25 degrees 12 minutes 33 minutes East 285.66 feet; thence North 64 degrees 36 minutes 55 seconds West 204.04 feet; thence along the arc of a curve, concave to the Northeast, radius 3233.20 feet arc distance 454.26 feet chord North 60 degrees 35 minutes 25 seconds West 453.89 feet; thence North 56 degrees 33 minutes 55 seconds West 1484.43 feet; thence along arc of curve, concave to the Northeast, radius 3739.90 feet arc distance 130.30 feet chord North 55 degrees 34 minutes 02 seconds West 130.29 feet; thence North 54 degrees 34 minutes 09 seconds West 359.48 feet; thence North 89 degrees 55 minutes 54 seconds West 905.78 feet; thence North 00 degrees 03 minutes 30 seconds West 28.13 feet; thence North 75 degrees 21 minutes 04 seconds West 751.41 feet; thence North 34 degrees 14 minutes 31 seconds West 264.14 feet; thence North 17 degrees 41 minutes 20 seconds West 42.89 feet; thence South 43 degrees 54 minutes 37 seconds East 4.23 feet; thence North 07 degrees 38 minutes 28 seconds East 76.94 feet; thence North 00 degrees 17 minutes 13 seconds West 116.77 feet; thence North 16 degrees 30 minutes 35 seconds East 91.37 feet; thence North 70 degrees 10 minutes 04 seconds East 76.60 feet; thence South 89 degrees 59 minutes 08 seconds East 132.93 feet; thence North 74 degrees 57 minutes 39 seconds East 103.97 feet; thence North 62 degrees 44 minutes 44 seconds East 117.99 feet; thence North 56 degrees 19 minutes 26 seconds East 63.37 feet; thence South 81 degrees 47 minutes 24

seconds East 95.70 feet; thence South 41 degrees 29 minutes 39 seconds East 127.51 feet; thence South 20 degrees 59 minutes 39 seconds East 62.61 feet; thence South 32 degrees 49 minutes 49 seconds West 51.48 feet; thence South 11 degrees 53 minutes 00 seconds East 98.90 feet; thence South 24 degrees 51 minutes 44 seconds East 167.55 feet; thence South 26 degrees 55 minutes 41 seconds East 107.14 feet; thence South 52 degrees 06 minutes 00 seconds East 67.16 feet; thence South 73 degrees 01 minutes 57 seconds East 106.85 feet; thence North 89 degrees 36 minutes 14 seconds East 79.13 feet; thence North 71 degrees 50 minutes 27 seconds East 44.80 feet; thence North 31 degrees 22 minutes 45 seconds East 28.47 feet; thence North 01 degree 45 minutes 03 seconds East 109.79 feet; thence North 09 degrees 38 minutes 11 seconds West 83.57 feet; thence North 51 degrees 10 minutes 30 seconds West 83.14 feet; thence North 35 degrees 44 minutes 20 seconds West 153.06 feet; thence North 44 degrees 45 minutes 42 seconds West 23.25 feet; thence North 17 degrees 35 minutes 43 seconds West 218.61 feet; thence North 16 degrees 24 minutes 34 seconds West 80.48 feet; thence North 33 degrees 34 minutes 36 seconds West 80.53 feet; thence North 20 degrees 43 minutes 09 seconds West 80.28 feet; thence North 02 degrees 37 minutes 46 seconds East 88.24 feet; thence North 16 degrees 05 minutes 51 seconds West 94.03 feet; thence North 10 degrees 35 minutes 29 seconds West 115.58 feet; thence North 25 degrees 11 minutes 25 seconds West 44.91 feet; thence North 11 degrees 32 minutes 30 seconds West 65.19 feet; thence North 13 degrees 43 minutes 37 seconds East 67.50 feet; thence North 60 degrees 18 minutes 26 seconds East 70.74 feet; thence North 89 degrees 01 minutes 39 seconds East 43.05 feet; thence North 60 degrees 36 minutes 22 seconds East 39.60 feet; thence North 75 degrees 28 minutes 45 seconds East 118.86 feet; thence North 40 degrees 42 minutes 55 seconds East 43.95 feet; thence North 69 degrees 36 minutes 11 seconds East 46.74 feet; thence North 20 degrees 37 minutes 49 seconds East 90.38 feet to point on Westerly line of Railroad R/W 100 feet wide; thence South 04 degrees 36 minutes 50 seconds East 125.71 feet along said Railroad R/W line; thence North 69 degrees 34 minutes 21 seconds East 69.21 feet; thence North 69 degrees 33 minutes 20 seconds East 34.73 feet to a point on Easterly line of said Railroad R/W; thence North 04 degrees 36 minutes 50 seconds West 328.62 feet along Easterly line of said Railroad R/W; thence along the arc of a curve, concave to the West, radius 1462.69 feet arc distance 419.53 feet chord North 12 degrees 49 minutes 50 seconds West 418.09 feet along Easterly line of said Railroad R/W; thence North 20 degrees 55 minutes 15 seconds West 284.08 feet along Easterly line of said Railroad R/W; thence following courses and distance along the Southerly line of Ecorse Road (M-17/US-12 By-Pass), along the arc of a curve concave to the South, radius 3967.56 feet arc distance 669.08 feet, chord North 73 degrees 52 minutes 13 seconds East 668.29 feet; thence North 78 degrees 42 minutes 05 seconds East 325.43 feet; thence along the arc of a curve concave to the Southwest radius 618.70 feet arc distance 845.04 feet chord South 62 degrees 04 minutes 00 seconds East 780.87 feet; thence South 22 degrees 10 minutes 00 seconds West 200.92 feet; thence North 61 degrees 05 minutes 34 seconds East 290.02 feet; thence North 61 degrees 03 minutes 56 seconds East 55.20 feet; thence North 00 degrees 01 minute 50 seconds West 170.15 feet; thence North 89 degrees 57 minutes 30 seconds East 180.74 feet; thence South 00 degrees 02 minutes 30 seconds East 70.42 feet; thence North 61 degrees 07 minutes 04 seconds East 275.27 feet; thence along the arc of a curve concave to the Southeast radius 2185.04 feet arc distance 177.67 feet chord North 14 degrees 11 minutes 51 seconds East 177.62 feet; thence along the arc of a curve concave to the Southeast radius 469.38 feet arc distance 509.49 feet chord North 47 degrees 37 minutes 21 seconds East 484.84 feet; thence North 78 degrees 43 minutes 06 seconds East 1050.35 feet; thence along the arc of a curve concave to the South radius 2161.92 feet arc distance 178.46 feet chord North 81 degrees 04 minutes 59 seconds East 178.41 feet; thence South 45 degrees 13 minutes 15 seconds East 196.15 feet to the East line of said Section 1; thence South 03 degrees 46 minutes 45 seconds West 319.00 feet along East line of said Section 1 to point of beginning.

EXCEPT:

Part of East 1/2 Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan described commencing Northeast corner Section 12 and running thence South 01 degree 27 minutes 26 seconds West along the East line of said Section 12, 33.00 feet to the Northwest corner of Section 7, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence North

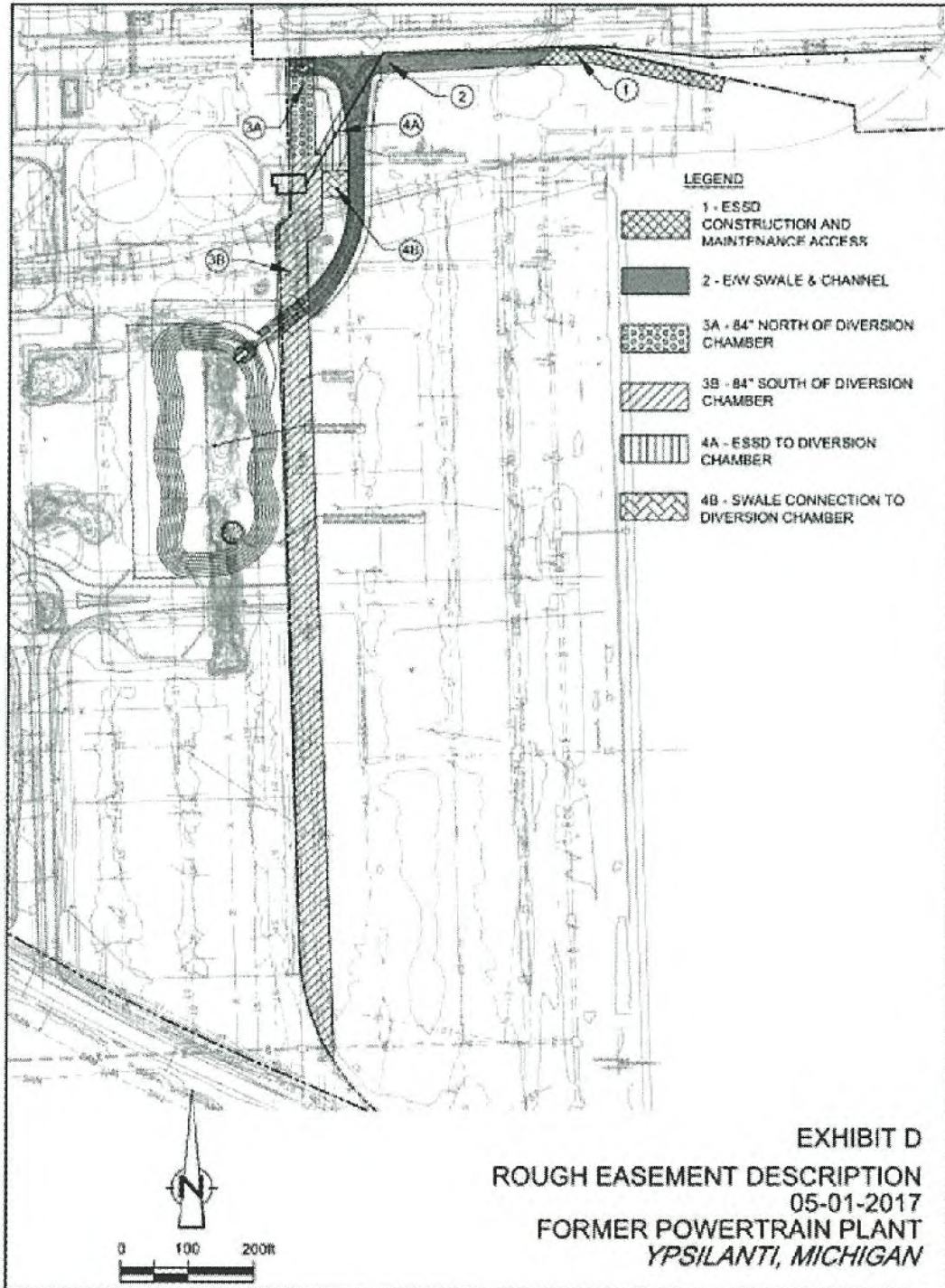
87 degrees 37 minutes 30 seconds East along the North line of said Section 7, 33.07 feet; thence South 01 degree 27 minutes 26 seconds West along a line parallel with the line common to said Sections 7 and 12, 525.40 feet to a point; thence North 89 degrees 58 minutes 35 seconds West crossing said common section line, 1027.30 feet to a point in the interior of said Section 12; thence South 00 degrees 01 minutes 25 seconds West 892.33 feet to a point; thence South 44 degrees 58 minutes 35 seconds East 253.84 feet to a point; thence South 89 degrees 58 minutes 35 seconds East 787.98 feet to point on the East line of said Section 12; thence South 01 degree 27 minutes 26 seconds West 574.39 feet to the point of beginning; proceeding thence from said point of beginning South 01 degree 27 minutes 26 seconds West along the East line of said Section 12, 477.35 feet to the East 1/4 corner of said Section 12; thence South 00 degrees 02 minutes 43 seconds West along the East line of said Section 12, 352.56 feet to a point; thence South 89 degrees 42 minutes 46 seconds West 141.66 feet to a point; thence North 40.00 feet to a point; thence North 75 degrees 54 minutes 30 seconds West 404.79 feet to a point; thence West 512.11 feet to a point; thence North 00 degrees 02 minutes 00 seconds East 418.67 feet to a point; thence South 89 degrees 58 minutes 00 seconds East 443.50 feet to a point; thence North 45 degrees 02 minutes 00 seconds East 69.30 feet to a point; thence North 00 degrees 02 minutes 00 seconds East 224.85 feet to a point; thence South 89 degrees 58 minutes 00 seconds East 565.84 feet to the point of beginning.

PARCEL 4: (K-11-12-200-003)

Part of Northwest 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, described as commencing at a point on the West line of Section 12, distant South 00 degrees 27 minutes 23 seconds West 966.09 feet, as measured along said Section line, from the Northwest corner of said Section; proceeding thence from said point of beginning along Southerly line Ecorse Road (M-17/US-12 By-Pass) along the arc of a curve concave to the Southeast radius 3967.56 feet arc distant 1235.00 feet chord North 58 degrees 39 minutes 51 seconds East 1230.02 feet; thence South 20 degrees 55 minutes 15 seconds East 50.00 feet along Westerly line of Railroad R/W 100 feet wide; thence South 53 degrees 48 minutes 59 seconds West 71.30 feet; thence South 08 degrees 34 minutes 55 seconds East 83.90 feet; thence South 07 degrees 04 minutes 52 seconds West 137.67 feet; thence South 11 degrees 57 minutes 20 seconds E 101.65 feet; thence South 01 degree 33 minutes 01 seconds East 127.84 feet; thence South 02 degrees 01 minutes 48 seconds West 73.23 feet; thence South 05 degrees 10 minutes 51 seconds West 98.66 feet; thence South 02 degrees 06 minutes 41 seconds West 153.11 feet; thence South 50 degrees 19 minutes 07 seconds West 74.99 feet; thence South 64 degrees 54 minutes 53 seconds West 87.17 feet; thence South 78 degrees 29 minutes 01 seconds West 90.60 feet; thence North 62 degrees 36 minutes 10 seconds West 144.02 feet; thence South 79 degrees 41 minutes 35 seconds West 135.41 feet; thence South 76 degrees 01 minute 50 seconds West 96.30 feet; thence South 21 degrees 00 minutes 09 seconds West 47.96 feet; thence South 56 degrees 54 minutes 29 seconds East 63.20 feet; thence North 85 degrees 30 minutes 36 seconds East 89.47 feet; thence South 74 degrees 40 minutes 08 seconds East 93.32 feet; thence South 46 degrees 01 minute 17 seconds East 92.21 feet; thence South 04 degrees 37 minutes 27 seconds West 113.77 feet; thence South 04 degrees 57 minutes 08 seconds East 92.83 feet; thence South 44 degrees 23 minutes 10 seconds East 61.99 feet; thence South 00 degrees 42 minutes 15 seconds West 85.68 feet; thence South 17 degrees 03 minutes 22 seconds West 54.40 feet; thence South 17 degrees 21 minutes 29 seconds West 68.54 feet; thence South 58 degrees 55 minutes 04 seconds West 55.22 feet; thence South 35 degrees 03 minutes 54 seconds West 92.30 feet; thence South 70 degrees 49 minutes 58 seconds West 75.01 feet; thence South 74 degrees 32 minutes 42 seconds West 91.61 feet; thence South 69 degrees 02 minutes 34 seconds West 86.16 feet; thence North 88 degrees 37 minutes 01 seconds West 78.27 feet; thence South 83 degrees 46 minutes 45 seconds West 104.57 feet; thence South 58 degrees 22 minutes 14 seconds West 58.17 feet; thence South 52 degrees 53 minutes 19 seconds West 87.86 feet to point on Easterly line Willow Run Expressway; thence North 17 degrees 41 minutes 20 seconds West 281.68 feet along Easterly line of said Willow Run Expressway to point on West line Section 12; thence North 00 degrees 27 minutes 23 seconds East 927.30 feet along West line Section 12 and said Easterly line of said Willow Run Expressway to point of beginning.

EXHIBIT D

DEPICTION OF EASEMENTS



081813-T12(001)GN-DE001 JUN 7, 2017

EXHIBIT E

LEGAL DESCRIPTION OF 84-INCH EASEMENT SOUTH OF THE DIVERSION CHAMBER

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

PART OF THE SOUTH 1/4 OF SECTION 12, T3S-R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, THENCE ALONG THE EAST LINE OF SECTION 12, THENCE N 00°02'43" E, 572.17 FEET; THENCE N 89°57'26" W, 530.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 16.19 FEET, A RADIUS OF 335.37 FEET AND A CHORD WHICH BEARS N 63°15'40" W, 16.19 FEET; THENCE N 64°36'55" W, 382.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 110.65 FEET, A RADIUS OF 334.72 FEET AND A CHORD WHICH BEARS N 41°07'10" W, 110.14 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTHERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 184.51 FEET, A RADIUS OF 332.42 FEET, A CENTRAL ANGLE OF 31°48'09", AND A CHORD WHICH BEARS N 15°40'58" W, 182.15 FEET; THENCE N 00°03'01" E, 1102.85 FEET; THENCE N 77°57'35" E, 4.93 FEET; THENCE N 00°08'45" E, 95.77 FEET; THENCE S 89°52'10" E, 49.95 FEET; THENCE S 00°08'19" W, 95.62 FEET; THENCE S 77°58'18" W, 5.24 FEET; THENCE S 00°03'44" W, 1278.19 FEET TO THE POINT OF BEGINNING, CONTAINING 65357.01 SQUARE FEET, MORE OR LESS.

EXHIBIT F

**LEGAL DESCRIPTION OF EASEMENTS FOR THE EAST STORM WATER DRAIN TO
DIVERSION CHAMBER LINE & SWALE CONNECTION TO DIVERSION CHAMBER**

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

PART OF THE SOUTH 1/4 OF SECTION 12, T3S_R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, THENCE ALONG THE EAST LINE OF SECTION 12, THENCE N 00°02'43" E, 572.17 FEET; THENCE N 89°57'26" W, 530.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 16.19 FEET, A RADIUS OF 335.37 FEET, A CENTRAL ANGLE OF 06°35'02", AND A CHORD WHICH BEARS N 63°15'40" W, 16.19 FEET; THENCE N 64°36'55" W, 382.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 295.12 FEET, A RADIUS OF 332.43 FEET, A CENTRAL ANGLE OF 50°53'29", AND A CHORD WHICH BEARS N 25°12'33" W, 285.66 FEET; THENCE N 00°03'01" E, 1102.74 FEET; THENCE N 77°57'35" E, 4.93 FEET; THENCE N 00°08'45" E, 95.65 FEET; THENCE N 89°58'28" E, 41.79 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE N 30°50'09" E, 86.57 FEET; THENCE S 09°56'20" E, 34.38 FEET; THENCE SOUTHERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 22.30 FEET, A RADIUS OF 189.99 FEET, A CENTRAL ANGLE OF 06°43'27", AND A CHORD WHICH BEARS S 03°37'45" E, 22.28 FEET; THENCE S 01°58'03" W, 10.22 FEET; THENCE S 30°50'09" W, 38.88 FEET; THENCE N 89°47'35" E, 18.69 FEET; THENCE S 01°50'29" W, 33.88 FEET; THENCE SOUTHERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 6.13 FEET, A RADIUS OF 179.85 FEET, A CENTRAL ANGLE OF 01°57'16", AND A CHORD WHICH BEARS S 00°43'12"E., 6.13 FEET; THENCE N 89°59'03" W, 41.12 FEET; THENCE N 00°08'19" E, 65.27 FEET; THENCE N 89°51'41" W, 8.16 FEET TO THE POINT OF BEGINNING, CONTAINING 4452.07 SQUARE FEET, MORE OR LESS.

EXHIBIT G

LEGAL DESCRIPTION OF EASEMENT FOR SWALES AND CHANNEL

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

PART OF THE SOUTH 1/4 OF SECTION 12, T3S_R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, THENCE ALONG THE EAST LINE OF SECTION 12, THENCE N 00°02'43" E, 572.17 FEET; THENCE N 89°57'26" W, 530.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 16.19 FEET, A RADIUS OF 335.37 FEET, AND A CHORD WHICH BEARS N 63°15'40" W, 16.19 FEET; THENCE N 64°36'55" W, 382.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 295.12 FEET, A RADIUS OF 334.72 FEET, AND A CHORD WHICH BEARS N 25°12'33" W, 285.66 FEET; THENCE N 00°03'01" E, 1102.74 FEET; THENCE N 77°57'35" E, 4.93 FEET; THENCE N 00°08'45" E, 205.23 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING N 00°08'45" E, 36.02 FEET; THENCE DUE EAST, 428.23 FEET; THENCE SOUTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 73.41 FEET, A RADIUS OF 72.29 FEET, A CENTRAL ANGLE OF 58°11'08", AND A CHORD WHICH BEARS S 60°28'51" W, 70.30 FEET; THENCE S 89°43'17" W, 213.51 FEET; THENCE SOUTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 8.60 FEET, A RADIUS OF 5.42 FEET, A CENTRAL ANGLE OF 90°59'15", AND A CHORD WHICH BEARS S 36°55'02" W, 7.73 FEET; THENCE S 08°16'45" W, 77.51 FEET; THENCE S 01°50'20" W, 108.49 FEET; THENCE SOUTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 193.82 FEET, A RADIUS OF 222.47 FEET, A CENTRAL ANGLE OF 49°55'08", AND A CHORD WHICH BEARS S 28°43'00" W, 187.75 FEET; THENCE N 00°03'44" E, 60.99 FEET; THENCE NORTHERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 137.49 FEET, A RADIUS OF 179.85 FEET, A CENTRAL ANGLE OF 43°48'09", AND A CHORD WHICH BEARS N 20°12'14" E, 134.17 FEET; THENCE N 01°58'57" E, 77.37 FEET; THENCE NORTHERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 22.37 FEET, A RADIUS OF 189.99 FEET, A CENTRAL ANGLE OF 06°44'41", AND A CHORD WHICH BEARS N 03°37'07" W, 22.35 FEET; THENCE N 09°56'20" W, 50.47 FEET; THENCE NORTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 32.34 FEET, A RADIUS OF 26.54 FEET, A CENTRAL ANGLE OF 69°49'32", AND A CHORD WHICH BEARS N 49°28'30" W, 30.38 FEET; THENCE S 88°39'30" W, 60.02 FEET TO THE POINT OF BEGINNING, CONTAINING 31113.53 SQUARE FEET, MORE OR LESS.

EXHIBIT H

LEGAL DESCRIPTION OF THE 84-INCH EASEMENT NORTH OF THE DIVERSION CHAMBER

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

PART OF THE SOUTH 1/4 OF SECTION 12, T3S_R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, THENCE ALONG THE EAST LINE OF SECTION 12, THENCE N 00°02'43" E, 572.17 FEET; THENCE N 89°57'26" W, 530.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 16.19 FEET, A RADIUS OF 140.97 FEET, A CENTRAL ANGLE OF 06°35'02", AND A CHORD WHICH BEARS N 63°15'40" W, 16.19 FEET; THENCE N 64°36'55" W, 382.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 295.27 FEET, A RADIUS OF 332.43 FEET, A CENTRAL ANGLE OF 50°53'29", AND A CHORD WHICH BEARS N 25°12'33" W, 285.66 FEET; THENCE N 00°02'29" E, 651.63 FEET; THENCE N 00°03'47" E, 451.11 FEET; THENCE N 77°57'35" E, 4.93 FEET; THENCE N 00°08'45" E, 95.77 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING N 00°08'45" E, 145.48 FEET; THENCE DUE EAST, 40.03 FEET; THENCE S 00°10'39" W, 145.57 FEET; THENCE N 89°52'10" W, 39.95 FEET TO THE POINT OF BEGINNING, CONTAINING 5662.80 SQUARE FEET, MORE OR LESS.

EXHIBIT I

LEGAL DESCRIPTION OF EAST SIDE DRAIN CONSTRUCTION AND ACCESS EASEMENT

Real property situated in the Township of Ypsilanti, Washtenaw County, State of Michigan described as follows:

PART OF THE SOUTH 1/4 OF SECTION 12, T3S_R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12, THENCE ALONG THE EAST LINE OF SECTION 12, THENCE N 00°02'43" E, 572.17 FEET; THENCE N 89°57'26" W, 530.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 16.19 FEET, A RADIUS OF 335.37 FEET, A CENTRAL ANGLE OF 06°35'02", AND A CHORD WHICH BEARS N 63°15'40" W, 16.19 FEET; THENCE N 64°36'55" W, 382.98 FEET; THENCE NORTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 295.12 FEET, A RADIUS OF 334.72 FEET, A CENTRAL ANGLE OF 50°53'29", AND A CHORD WHICH BEARS N 25°12'33" W, 285.66 FEET; THENCE N 00°03'01" E, 1102.74 FEET; THENCE N 77°57'35" E, 4.93 FEET; THENCE N 00°08'45" E, 241.25 FEET; THENCE DUE EAST, 428.23 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE DUE EAST, 45.50 FEET; THENCE S 75°54'30" E, 203.48 FEET; THENCE S 14°02'59" W, 21.81 FEET; THENCE N 75°57'01" W, 190.10 FEET; THENCE S 89°57'26" W, 78.11 FEET; THENCE NORTHEASTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 35.42 FEET, A RADIUS OF 72.29 FEET, A CENTRAL ANGLE OF 28°04'15", AND A CHORD WHICH BEARS N 45°25'24" E, 35.06 FEET TO THE POINT OF BEGINNING, CONTAINING 5774.99 SQUARE FEET, MORE OR LESS.

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