



(18)

ENVIRONMENTAL EASEMENT AGREEMENT

Dated as of November 4 2016

Between

GRANTOR:

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

And

GRANTEE:

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST

Affecting Property Located at:

2930 Ecorse Road

Tax Parcel Identification Numbers: K-11-12-200-003, K-11-12-100-006,
83-025-99-0003-702, and 83-025-99-0002-701

Townships of Ypsilanti and Van Buren, Counties of Washtenaw and Wayne, Michigan



725930

Time Submitted for Recording
Date 11-16-2016 Time 9:57 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

14

First American Title

ENVIRONMENTAL EASEMENT AGREEMENT

11-4 THIS ENVIRONMENTAL EASEMENT AGREEMENT (this "**Agreement**") is made as of 11-4, 2016 (the "**Effective Date**"), between, **WILLOW RUN ARSENAL OF DEMOCRACY LANDHOLDINGS LIMITED PARTNERSHIP**, a Michigan limited partnership, the address of which is 3948 Hunters Ridge Drive #4, Lansing, MI 48911 (the "**Grantor**"), and **REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST**, a trust formed under the laws of the State of New York, the address of which is 500 Woodward Avenue, Suite 2650, Detroit, MI 48226 (the "**Trust**" or "**Grantee**"). Grantor and Grantee (or Trust), are collectively referred to herein as the "**Parties**." Certain defined terms used herein and not otherwise defined in the body of this Agreement are included in Section 5 below.

RECITALS

A. Grantor and the Trust's wholly-owned affiliate RACER Properties LLC, ("**RACER Properties**," a Delaware limited liability company), entered into that certain Purchase and Sale Agreement dated as of July 5, 2016 (as modified, amended, restated, supplemented, and/or assigned, the "**PSA**"), pursuant to which Grantor has purchased from RACER Properties certain real property and improvements located at 2930 Ecorse Road in the Townships of Ypsilanti and Van Buren, Michigan, with Tax Parcel Identification Numbers K-11-12-200-003, K-11-12-100-006, 83-025-99-0003-702, and 83-025-99-0002-701), , as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Pursuant to that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, and all documents issued relating thereto, including the Settlement Agreement ("**Settlement Agreement**") issued by United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Documents**"), Grantee and its successors and assigns are obligated to conduct certain Environmental Actions on the Property as may be required thereunder, or otherwise to comply with Environmental Laws and the requirements of any other governmental agency or authority, in each case having jurisdiction over the Property (each, an "**Agency**"), including without limitation, the United States Environmental Protection Agency ("**USEPA**") and the Michigan Department of Environmental Quality ("**MDEQ**").

C. This Agreement is a condition to the closing of the transfer of the Property pursuant to the PSA; is made in furtherance of the Settlement Agreement to protect the public health, safety, and welfare, and the environment; and will be recorded immediately after recordation of the deed by which the Property was conveyed by RACER Properties to Grantor in the appropriate real estate records of the counties in which the Property is located.

NOW THEREFORE, for the purposes set forth above and in consideration of the recitals and mutual promises herein contained, Grantee and Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

MCL 207.505(a)

SECTION 1. EASEMENT. *MCL 207.526(a)*

1.1. Grant of Easement. Grantor, for itself and all Persons who shall succeed to any interest, directly or indirectly, in any portion of the Property and/or any improvements thereon and appurtenances thereto, by sale, assignment, conveyance, lease, condemnation,

succession upon default or foreclosure or by operation of law or any other transfer (collectively, "**Grantor's Successors**"), hereby grants, conveys, and transfers to Grantee and its respective agents, employees, contractors, representatives, licensees, officers, directors, , affiliates, successors, and assigns, and such other persons over which Grantee exerts control ("**Grantee's Representatives**"), and any applicable Agency (including any representative thereof), a non-exclusive, rent-free, easement (the "**Easement**") over the Property, including all improvements, structures, and facilities located thereon as are required or desired for the following limited purposes, and those purposes incidental thereto (collectively, the "**Easement Rights**"): (a) conducting and completing any Environmental Actions, including construction, operation, maintenance, and relocation of Remediation Systems; (b) ensuring and enforcing compliance with any work plans, remedial action plans, or other plans approved by an Agency with respect to Environmental Actions, including the right to inspect the operation of the Environmental Actions, and to perform any actions necessary to oversee compliance with the applicable plan; (c) access, ingress, and egress to, from, and over such portions of the Property as is required to perform and monitor the Environmental Actions and otherwise utilize the Easement; and (d) such access as is lawfully required by the Agencies to supervise and oversee the Environmental Actions. Grantor and Grantor's Successors are collectively hereinafter referred to herein as "**Owner**." The Easement is subject to all the terms and conditions and for the limited purposes expressly set forth herein. Subject to the terms of this Agreement (including Section 3.2.1 below), Grantee, Grantee's Representatives, and any Agency shall exercise the Easement Rights such that they do not unreasonably or materially interfere with the operation, use and redevelopment of the Property.

1.2. Any access rights granted under this Agreement shall not (nor are they intended to) expand, diminish, or modify any rights of any Agency under existing Environmental Laws to take any action of any kind with respect to Owner or any of Owner's agents, employees, contractors, representatives, servants, tenants, subtenants, licensees, sublicensees, invitees, officers, directors, stakeholders, divisions, subsidiaries, affiliates, heirs, successors and assigns, and such other persons over which Owner exerts control ("**Owner's Representatives**"), or Grantee or Grantee's Representatives.

SECTION 2. EASEMENT DURATION AND TERMINATION.

2.1. **Nature of Easement.** The Easement, and all rights, obligations, covenants, and conditions set forth in this Agreement, shall be construed as both covenants and conditions running with the land, and continue to be easements, servitudes, charges, and encumbrances appertaining to and upon, and covenants benefiting, binding, and running with, the land, buildings, and improvements now or later existing upon or within the Property. Grantee's interests herein shall be enforceable as an irrevocable easement running with the Property, coupled with an interest, and enforceable against Owner (and Owner's Representatives) and all third parties claiming an interest in the Property through any of them. Grantor and any future Owner of all or a portion of the Property, or any interest therein, shall automatically be deemed by acceptance of title thereto to have assumed all rights and obligations created under this Agreement pertaining to such lands. The conveyance by Grantor or any future Owner of fee simple title to any of the Property, whether voluntarily or by operation of law, shall relieve only such Owner, of all obligations and Liabilities thereafter accruing hereunder.

2.2. **Termination Event.** The Easement and Easement Rights, and Grantee's rights and obligations hereunder with respect thereto, shall remain in full force and effect until USEPA or MDEQ otherwise unconditionally waives or releases, in writing (an "**Agency Determination**"), Grantee from any and all further obligations and Liabilities with respect to Environmental Actions in, on or at the Property (a "**Termination Event**"). Owner shall also

have the right to seek, after notice and consultation with Grantee, an Agency Determination that the Easement is no longer required at any time. In the event an Agency re-opens any investigation of the Environmental Conditions on the Property after a Termination Event, and notice of such re-opening is provided to Owner, Grantee shall have the right to access the Property in accordance with this Agreement.

2.3. Easement Termination and Release. Within thirty (30) days following such Termination Event, Grantee shall deliver to Grantor and/or Owner an executed and acknowledged agreement (the "**Termination Amendment**") providing for the amendment and modification of this Agreement to terminate the Easement Rights, and release and relinquish the Easement.

SECTION 3. USE, OPERATION, AND COOPERATION.

3.1. Grantee Access and Activities.

3.1.1. Grantee and/or Grantee Representatives may access and use the Property, at all reasonable times and in accordance with the terms of this Agreement, for purposes of exercising the Easement Rights, so long as Owner is provided with at least seventy-two (72) hours prior notice, except in the event of an Emergency, or when otherwise required by any and all laws, statutes, ordinances, rules, or orders of any Governmental Authority having jurisdiction over the Property ("**Laws**"), in which case, the Grantee shall provide Owner with such advance notice as is reasonable under the circumstances. Owner (or Owner Parties) shall be permitted and/or an Agency (or its representatives), should either so choose, to accompany Grantee during the exercise of the Easement Rights; provided that Grantee's exercise of its Easement Rights shall not be restricted in the event Owner or Agency is unable to be present. Grantee and/or Grantee Representatives in exercising the Easement Rights shall use commercially reasonable efforts both to minimize the areas of that portion of the Property necessary to exercise the Easement Rights and not to materially interfere with the redevelopment, use and operation of the Property as of the time of such exercise.

3.1.2. Grantee is responsible for implementation of non-residential environmental remediation activities designed by Grantee and approved by MDEQ (or other remediation activities required by the MDEQ), which are necessary to address any Environmental Condition at the Property that is (i) identified in the Willow Run/Powertrain Remediation Cost Estimate Summary; (ii) determined by MDEQ, not to be the responsibility of any other Person and is covered by the annual EA budgets approved by MDEQ; (iii) exacerbated by RACER or its agents; or (iv) caused by RACER or its agents.

Grantee's responsibility for an Environmental Condition that is identified in (i) or (ii), above, is subject to the Settlement Agreement and MDEQ's approval of Grantee's annual Environmental Action ("EA") budgets. Grantee may seek to obtain MDEQ approval for funding under the Settlement Agreement to cover any costs of remediation associated with an Environmental Condition identified in (iii) or (iv) above. For an Environmental Condition identified in (iii) or (iv), above, if Grantee elects not to pursue funding under the Settlement Agreement or if such funding is not available under the Settlement Agreement, then Grantee will address the Environmental Condition with other available funding options, including but not limited to its contractors' insurance coverage policies and indemnifications.

Grantee shall provide Owner with all reports on the progress and resolution of such Environmental Actions that are provided to appropriate Agencies, and related communications

from such Agencies concerning same.

3.1.3. Grantee shall be responsible for ensuring that all Remediation Systems and other personal property utilized by and on behalf of the Grantee at, in or from the Property, if any, shall be stored and maintained safely and in a manner reasonably determined not to create a dangerous condition on the Property. Notwithstanding the foregoing or anything to the contrary set forth elsewhere herein, Owner shall be responsible for all costs caused by, arising from, or related to: (a) any reconfiguration or relocation of any existing Remediation Systems requested by Owner; and (b) any damage to or by any Remediation Systems to the extent resulting from the negligence or willful misconduct of Owner or any Owner Representative, except to the extent caused by Grantee or any of Grantee's Representatives.

3.2. Owner's Activities and Restrictions on Use.

3.2.1. Owner may use the Property only for nonresidential uses that are compatible with the nonresidential cleanup criteria category referenced in MCL Section 324.20120a(1)(b) and/or Restrictions set forth in any Restrictive Covenant, or similar document, recorded against the Property (the "**Intended Use**") and for no other purpose. Any modifications required at, in, on, or below the Property by Owner to accommodate or implement such Intended Use (the "**Development Activities**") shall be the sole obligation of Owner and conducted at such Owner's sole expense and shall be performed in accordance with any Redevelopment and Remediation Coordination Plan ("RRCP"), so as to not: (a) exacerbate any Environmental Condition; (b) violate any Restrictions in any Restrictive Covenant; or (c) unreasonably or materially interfere with, disrupt, impair, inhibit, impede, prevent, restrict, or otherwise impact (collectively, "**Impact**") any Environmental Action, to the extent performed pursuant to or in accordance with this Agreement, the Settlement Agreement, or as directed by an Agency.

3.2.2. No permanent markers may be placed on the Property without Owner's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, any markers required by Law or any applicable Agency shall be placed in accordance with the specific requirements thereof. Upon granting such consent, Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed on the Property, if required by USEPA, MDEQ, or any other Agency, or otherwise in connection with the performance of any other Environmental Actions. To the extent required by any Agency, Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.

3.3. Owner's Environmental Responsibilities.

3.3.1. Owner is responsible for any Environmental Condition that is (i) exacerbated by Owner or Owner's Representatives or (ii) caused by Owner or Owner's Representatives. Owner's assigns, lessees, and any sublessees and their respective successors (collectively the "Owner Parties") shall, at all times, be responsible for: (i) complying with due care obligations associated with any Environmental Condition on the Property under MCL 324.20107a, and 42 U.S.C § 9607(b)(3) (collectively "Owner's Due Care") and (ii) any and all costs, expenses, fees and/or fines incurred by the Owner Parties arising out of or in any way related to Owner's Due Care.

3.3.2. Owner shall notify Grantee a reasonable time in advance (as is appropriate under the circumstances) of the date, time and place of Owner's meetings (formal and informal) with MDEQ that may include discussions related to the Grantee's obligations

related to the Environmental Action under the Settlement Agreement, and Grantee and/or its representatives shall be entitled to attend such meetings, provided that Owner shall not be required to reschedule any meeting to accommodate Grantee's schedule.

3.4. Future Restrictions on Owner's Use.

3.4.1. Owner hereby acknowledges that, from and after the date of this Agreement, certain additional Restrictions, relating to the Environmental Actions and/or the use of the Property, may need to be recorded against the Property as follows:

(a) With respect to such Restrictions that are required by Environmental Law, or approved by any Agency, Owner shall, promptly, upon being notified of the need for such Restrictions by the Agency in writing, agree to and take every action required to properly record such Restrictions; and/or

(b) With respect to any other such Restrictions reasonably requested, in writing, by Grantee to implement any Environmental Law or Agency requirement: (i) such Restrictions shall not have a material adverse effect on Owner's operation, use, or development of the Property or the value thereof; and (ii) Owner shall have the right to consent to such Restrictions, which consent shall not be unreasonably withheld, delayed, or conditioned.

In all cases, Grantee shall provide Owner with: (A) prior notice of any meeting or other procedure established by any Agency in connection with determining whether or not such Restrictions are necessary or appropriate, and the opportunity to consult in good faith with Grantee in connection therewith; (B) information and reasonable updates with respect to such procedures and determination; and (C) the opportunity, individually, and together with any or all appropriate Agencies in connection therewith, to participate in such procedures and determinations, to the extent permitted by such Agencies.

3.4.2. In furtherance of this Section 3.4, Owner shall use its best efforts to within forty five (45) days execute, deliver and record, any and all documentation prepared by Grantee and approved by any applicable Agency, and required in order to effectuate and/or impose such additional Restrictions or modifications. If Owner fails to file any additional Restrictions within the forty five (45) day period and any applicable Agency thereafter submits to the Owner a written demand to execute, deliver and record said Restrictions and the Owner again fails within an additional forty five (45) days to execute, deliver and record said Restrictions, Grantee may sue for breach of contract. In that event, the Grantee shall be entitled to an award of its actual costs and expenses, including attorney fees, incurred in enforcing its rights hereunder.

3.4.3. Any and all Restrictions set forth herein or added to the Property pursuant to this provision shall be deemed to be covenants, conditions, and Restrictions running with the land, affirmatively enforceable against and binding upon Grantor and any future Owner, and shall continue to be easements, servitudes, charges, and encumbrances appertaining to and upon, and covenants benefiting, binding, and running with, the land, buildings, and improvements now or later existing upon or within the Property.

3.5. Cooperation. Grantee and Owner (and their respective Representatives) shall cooperate with each other in all commercially reasonable respects, and as required by Environmental Law and the Settlement Agreement, in connection with: (a) Grantee's performance and completion of any Environmental Actions and assisting Grantee in obtaining an Agency Determination; (b) Grantee's exercise of its Easement Rights herein; and (c) the

integration and coordination of Owner's and Owner's Representatives' use, development, and operation of the Property with any Environmental Actions.

3.6. Utilities. At Grantee's sole cost and expense, Grantee shall have access to all available Utilities at the Property, to the extent reasonably necessary for Grantee to conduct, or cause to be conducted, Environmental Actions in a cost-effective manner and as required under this Agreement. Grantee shall pay its appropriate allocated share of such utility fees based on mutual agreement of the Parties or pursuant to metered utilities and Grantee shall be responsible for any damage to Utilities resulting from the exercise of the Easement Rights. Except to the extent required by an Agency as part of Environmental Actions, any and all management of Utilities which may be present at or below the Property, is the sole obligation and liability of Owner.

3.7. Liens.

3.7.1. Grantee shall keep the Property free and clear of any liens or encumbrances of any kind ("**Liens**"), to the extent resulting from the exercise of the Easement Rights, except that Grantee may, in good faith, contest such Liens so long as it pays, removes, bonds, or sets aside, or causes to be paid, removed, bonded, or set aside, adequate reserves, with respect to any such Liens being contested in good faith prior to being enforced against the Property.

3.7.2. This Agreement is, and shall at all times hereafter be, superior to: (a) the Lien of any mortgage or mortgages which may now or hereafter affect the Property, and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages; (b) any ground or underlying lease which may now or hereafter affect the replacements and extension thereof; and (c) any other Liens which may hereafter affect the Property, to the extent permitted by Law.

3.8. Settlement Agreement Limitations. Any Environmental Actions shall be subject to the terms of this Agreement, any RRCP, force majeure events, and the Settlement Agreement. Grantee shall use commercially reasonable efforts to complete any Environmental Actions related to the Property, as required by the Settlement Agreement

3.9. Surrender and Restoration. Except to the extent precluded by the Environmental Actions or required by any Agency or by Environmental Laws, within ninety (90) days after the delivery by Owner of a Termination Amendment, Grantee shall surrender and vacate the Property, and use all commercially reasonable efforts to restore the Property to a reasonable condition, all Environmental Actions, Owner's activities, casualty, condemnation, and ordinary wear and tear excepted. In connection therewith, Grantee shall remove, at its sole cost (to the extent funding is available under the Settlement Agreement), all Remediation Systems which are not required by any Agency to remain on the Property within such ninety (90) day period; and restore any damage to the Property resulting therefrom.

3.10. Grantee's Insurance

3.10.1 In the event Grantor, its Affiliates or the Owner's Representatives (the "**Grantor Parties**") shall, without fault, be made a party to any claim commenced against Grantee, the Grantor Parties shall solely look to Grantee's insurance coverage, insurance coverage provided by any parties engaged by Grantee to conduct or any activity on the

Property, (collectively the "**Grantee Parties**") to recover any damages incurred by the Grantor Parties in defending such claim and all such insurance policies shall include Grantor as additional insured. The Grantor Parties expressly acknowledge that the Grantee Parties shall have no further indemnification obligations toward the Grantor Parties in any event or for any reason whatsoever under this Agreement.

3.10.2 **Grantee's Liability Coverage.** Except to the extent otherwise provided by Grantee's Parties, from and after the Closing and continuing thereafter so long as this Environmental Easement Agreement remains effective, Grantee shall, at its sole expense, maintain with a reputable company or companies reasonably acceptable to Owner, (a) a policy or policies of commercial general liability insurance with respect to the Property, including but not limited to 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 (b) workers' compensation insurance in an amount required by Law. Grantee shall also provide Owner with a waiver of subrogation endorsement from Grantee's insurance carrier with respect to Owner and Owner Parties. Grantee's consultant(s) shall maintain in force and effect Pollution Liability Insurance covering losses caused by pollution conditions that result from the performance of the consultants' work on the Property. The Pollution Liability Insurance shall cover client costs and liabilities attributable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, in an amount of at least Three Million Dollars (\$3,000,000) per loss with an annual aggregate of at least Three Million Dollars (\$3,000,000).

3.10.3 **Owner and Owner Parties As Additional Insureds.** Grantee shall provide that the policy or policies of insurance required above shall be primary to any other insurance coverage that may be available, and shall name at the sole expense of Grantee or Grantee's Representatives, Owner and Owner Parties as additional insureds, as indicated below, and shall apply severally to Owner and Grantee, with the provision that any other insurance carried by Owner and Owner Parties 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 claimant under the policy if not so named. For purposes of naming Owner and Owner Parties as additional insureds, the following provision shall be included within each applicable policy: "It is understood and agreed that coverage afforded by this Policy shall also apply to Willow Run Arsenal of Democracy Landholdings Limited Partnership, Willow Run Land Management Services, the Michigan Economic Development Corporation, the American Center for Mobility, the Michigan Strategic Fund, and their respective officers, agents, employees, and affiliates, as additional insured, but only with respect to legal liability or claims caused by, arising out of or resulting from the negligent 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 Grantee's insurance policy." Grantor agrees to conform to the insurance form and procedure requirements set forth in Section 3.10.4 below.

3.10.4 **Form and Procedures.** Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) calendar days' prior written notice be given to Grantor prior to cancellation or reduction of coverage or amount of such policy. Grantee shall maintain certificates issued by each insurance carrier of each policy of insurance required under this Agreement, stating the limits and other provisions required hereunder and in a form reasonably acceptable to

Grantor. Each such certificate of insurance shall be delivered to Grantor prior to Grantee entering upon the Property for any purpose, 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 part 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 Grantor hereunder or negate the requirements of this Agreement.

3.10.5 Representatives. Grantee shall cause all of its Representatives entering the Property which are not covered by its insurance policy, to obtain and maintain at least Three Million Dollars (\$3,000,000) combined single limits for bodily injury, death, and property damage liability insurance coverage, and to provide to Owner current certificates of insurance evidencing such coverage as are required of Grantee above, prior to entering the Property. Other consultants and contractors that the Grantee may engage to perform any work related to Environmental Action at the Property will be required to maintain such insurance coverage for the term of their respective agreements with the Grantee.

3.10.6 Indemnification by Contracting Party. Owner and Grantee hereby agree to require their consultants, contractors, vendors, or lessees, and their respective subcontractors, sub-subcontractors, and or sub-vendors (consultants, contractors, subcontractors, sub-subcontractors, vendors, sub-vendors, or lessees are hereinafter referred to as a "Contracting Party") as a condition of executing any contract for services, supplies, or any work to be performed on the Property that such contract, in addition to any contractual insurance requirements, shall include the indemnification terms as follows:

"The Contracting Party shall indemnify, defend, and hold Revitalizing Auto Communities Environmental Response Trust ("Trust") and RACER Properties LLC and their Administrative Trustee (as to the Trust), officers, employees, and agents; Willow Run Arsenal of Democracy Landholdings Limited Partnership, Willow Run Land Management Services, the Michigan Economic Development Corporation, the American Center for Mobility, the Michigan Strategic Fund, their officers, employees, and agents (collectively, the "Indemnified Parties,") harmless from and against any and all claims, losses (including theft), damages, injuries, liabilities, fines and penalties arising from (i) any use of the Property or any work performed under this Agreement by the Contracting Party or its representatives; (ii) any act or omission of the Contracting Party or its representatives; (iii) any violation or alleged violation by Contracting Party or its representatives of any law or regulation now or hereafter enacted; (iv) any breach by the Contracting Party of its obligations under this Agreement; and (v) any costs of enforcement incurred by any of the Indemnified Parties due to any breach of any terms of this Agreement by the Contracting Party or its representatives. The indemnification obligations imposed by this section shall survive the termination of the Contracting Party's Agreement."

3.11. Waiver of Jury Trial. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT OR ITS AFFILIATES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO GRANTEE ACCEPTING THIS AGREEMENT.

SECTION 4. GENERAL TERMS.

4.1. Governing Law. The laws of the State of Michigan shall govern the validity, construction, enforcement, and interpretation of this Agreement. Each Party hereby consents to the jurisdiction and venue of the Federal District Court and State Courts located

in the county in which the Property is located, waives personal service of any and all process upon it, consents to service of process by registered mail directed to each Party at the address for notices herein, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused).

4.2. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning its subject matter, and supersedes and replaces all prior agreements and understandings between Grantor and Grantee with respect to Grantee's access to the Property.

4.3. Paragraph Headings. The paragraph headings appearing herein are for the convenience of the Parties and are not to be used or construed so as to modify the terms and conditions of this Agreement in any fashion.

4.4. Successors, Assigns, etc. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Parties and their successors and assigns.

4.5. No Beneficiaries. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, or corporation other than Grantee and Grantor/Owner, any rights or remedies under or by reason of this Agreement. Notwithstanding the foregoing or anything to the contrary set forth elsewhere in this Agreement, both USEPA and MDEQ are intended to be third party beneficiaries of this Agreement, and be entitled to enforce those terms of this Agreement which the Grantee is entitled to enforce.

4.6. Amendment/Modification. Except as otherwise specifically provided elsewhere herein, this Agreement may be amended, modified or supplemented only by an instrument in writing executed by the Parties.

4.7. Notice. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (a) delivered by delivery service (including any express mail or overnight delivery service); or (b) sent by electronic mail or by facsimile. Any notice given by overnight delivery service for next Business Day delivery shall be deemed given on the date of deposit with the overnight carrier for next Business Day delivery. Any notice, demand, or other communication given other than by overnight carrier shall be deemed to have been given and received when delivered (if by facsimile or electronic mail, as evidenced by a facsimile receipt or date of electronic mail) to the address of the Party to whom it is addressed as stated below.

If to the Grantee:

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

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: Grant Trigger, Michigan Cleanup Manager
Facsimile: 734.879.9537
Email: gtrigger@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 Grantor:

Willow Run Arsenal of Democracy
Landholdings Limited Partnership
Willow Run Land Management Services, General
Partner
3948 Hunters Ridge Drive #4
Attn: Charles Fiedler, President
Facsimile: 517-481-4861
Email: cfiedler@sentinellawgroup.net

And a Copy to:

Miller, Canfield, Paddock and Stone, P.L.C.
One Michigan Avenue, Suite 900
Lansing, MI 48933
Attn: G. Alan Wallace
Tel: 517.483.4905
Fax: 517.374.6304
Email: wallace@millercanfield.com

4.8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the Parties. Signatures transmitted via facsimile or electronic mail transmission shall have the same validity and effect as original signatures.

SECTION 5. DEFINITIONS.

The following defined terms shall have the meaning ascribed thereto below:

(a) **"Affiliate"** means, with respect to any Person, any Person that controls, is controlled by, or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, and employees. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise.

(b) **"Bankruptcy Code"** means Title 11 of the United States Code, as amended and/or supplemented from time to time, together with any similar Law relating to bankruptcy, insolvency, reorganization, restructuring, winding or adjustment of a Person's debts.

(c) **"Bankruptcy Court"** means the United States Bankruptcy Court for the Southern District of New York.

(d) **"Bankruptcy Documents"** means, collectively, the Confirmation Order and the "Plan" described therein, the Settlement Agreement, the Trust Agreement and any other documents relating to the Trust or the Property filed with the Bankruptcy Court in connection with the Case, or delivered pursuant thereto.

(e) **"Business Day"** means any day other than: (i) a Saturday, Sunday, or federal holiday; or (ii) a day on which commercial banks in the State are authorized or required to be closed for all or any portion of the normal business hours of the day.

(f) **"Case"** means that certain Chapter 11 case filed by Motors Liquidation Company (f/k/a General Motors Corporation) and jointly administered with the Chapter 11 cases of its affiliated debtors under Case No. 09-50026 (REG).

(g) **"Confirmation Order"** means that certain Findings of Fact, Conclusions of Law, and Order Pursuant to Sections 1129(a) and (b) of the Bankruptcy Code and Rule 3020 of the Federal Rules of Bankruptcy Procedure Confirming Debtors' Second Amended Joint Chapter 11 Plan, dated March 29, 2011, issued by the Bankruptcy Court and filed as Docket No. 9941 in the Case approving, among other things the "Plan" described therein and the Settlement Agreement.

(h) **"Development Agreement"** means that certain Development Agreement, if any, entered into pursuant to the PSA between Grantor and the relevant local governmental authority for the redevelopment of the Property.

(i) **"Emergency"** means any event, condition or circumstance which poses, or without immediate action will pose, a threat of: (i) imminent danger to the safety of Persons at the Property; (ii) significant or structural damage to, the Property or improvements thereon or thereto, or the Remediation Systems; (iii) a Release, Environmental Condition, or Environmental Compliance Liability; or (iv) violation of a Restriction.

(j) **"Environmental Action"** means, subject to the terms of the Settlement Agreement, any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, Restrictions, oversight costs, and OMM activities authorized or required under the Settlement Agreement or under any Law with respect to the Property.

(k) **"Environmental Claims"** means, with respect to the Property, any and all Claims or Demands brought or instigated by any Agency under any Environmental Law or with respect to Environmental Condition, and/or any and all third party Claims or demands (including without limitation those based on negligence, trespass, strict liability, nuisance, toxic tort, or detriment to human health or welfare) due to any actual or threatened Release and whether or not seeking any liabilities.

(l) **"Environmental Compliance Liability"** means any liability arising from, or related to, an Environmental Claim, any Environmental Condition, or any other violation of any Environmental Law.

(m) **"Environmental Condition"** means any Release or other event, circumstance and/or condition regulated by Environmental Laws existing at, on, in, or under the Property, or the ambient air around the Property.

(n) **"Environmental Laws"** means any and all Laws relating to pollution, noise and/or odor control, wetlands pollution, the protection or restoration of health, safety or the environment, natural resources, and/or the use, transportation, presence, storage, handling, disposal, discharge, recycling, treatment, generation, processing, labeling, production, Release, contamination, or disposal of threatened Release of Hazardous Substance, including, without limitation, the following: (i) the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; (ii) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (iii) the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (iv) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; (v) the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; (vi) the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; (vii) OSHA, 29 U.S.C. 651 *et seq.*;

(viii) the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; and (ix) the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et seq.*; as in effect on the Effective Date, and including the analogous Laws of the State (including but not limited to applicable provisions of Michigan's Natural Resources and Environmental Protection Act, MCL Section 324.101 *et seq.* ("**NREPA**")) and applicable tribal or local Law counterparts, as any of the foregoing has been, and may be, reauthorized, amended, supplemented and/or replaced from time to time.

(o) "**Hazardous Substances**" means all materials, substances, and wastes, defined, designated, regulated or classified as hazardous, toxic, or radioactive under Environmental Laws, whether by type or by quantity, and shall include but not be limited to petroleum or any derivative or by-product thereof and asbestos-containing materials.

(p) "**OMM**" means the operation, monitoring, and maintenance activities required as a form of Environmental Action under the Settlement Agreement.

(q) "**Party**" refers to either Grantor or Grantee, as appropriate, and as a party to this Agreement.

(r) "**Person**" refers to an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other entity.

(s) "**Release**" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, transporting, or dumping of Hazardous Substances, or as otherwise defined under any Environmental Law, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances.

(t) "**Remediation Systems**" means those certain machinery, equipment and fixtures used in connection with the Environmental Action, including without limitation, treatment sheds, monitoring wells, monitoring devices, vapor extraction systems, pump and treat systems, air sparge and compressor systems, bioremediation systems, oil and water separators, and associated personal property and fixtures.

(u) "**Restrictions**" means those restrictions, covenants, conditions, reservations, controls (engineering, land use, institutional, and otherwise), easements, or rights-of-way, affecting the future use of, access to, or activities on the Property, relating to the ongoing Environmental Actions on, at or under the Property, and otherwise limiting the use and/or development of the Property to the Intended Use or in order to implement the Settlement Agreement, whether agreed to by the Parties or required by any Governmental Authority.

(v) "**Restrictive Covenant**" means a recorded document that sets forth the Restrictions on the Property and is based upon the form required by the applicable Agency, i.e., MDEQ's model Restrictive Covenant applicable to Part 201, Part 111, and or Part 213 of NREPA, whichever is applicable.

(w) **"Settlement Agreement"** means that certain Environmental Response Trust Consent Decree and Settlement Agreement among Motors Liquidation Corporation (f/k/a General Motors Corporation) and its affiliated debtors, 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 as of the Effective Date at www.racertrust.org/About_RACER/Settlement_Agreement.

(x) **"State"** means the State of Michigan

(y) **"Trust Agreement"** means that certain "Environmental Response Trust Agreement" described in the Settlement Agreement, pursuant to which the Trust was formed.

(z) **"Utilities"** means any and all water, gas, electric, septic, and sanitary and storm water utilities, and related infrastructure, that service the Property or any portion thereof.

This Instrument is exempt from State and County Transfer Tax pursuant to Michigan Compiled Laws §§ 207.526(a) and 207.505(a).

[SIGNATURES ON FOLLOWING PAGES]

Signature Page to Environmental Easement Agreement

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first written above.

GRANTOR:

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

By: Charles A. Fielder

Dated as of 11/4, 2016

Name: Charles A. Fielder

Title: President

STATE OF Michigan)

) SS:

COUNTY OF Ingham)

On the 4th day of November, 2016, before me a Notary Public for the State and County aforesaid, personally appeared Charles A. Fielder, who acknowledged himself or herself to be the PRESIDENT of Willow Run Arsenal of Democracy Landholdings Limited Partnership, a Michigan limited partnership, and that he or she, being authorized to do so, executed the foregoing Environmental Easement Agreement for the purposes therein contained by signing the name of said entity by himself or herself as such authorized signatory.

WITNESS my hand and seal the day and year aforesaid.



[Signature]
Print Name: _____
My commission expires: _____
State of _____, County of _____
Acting in _____ County

Signature Page to Environmental Easement Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

GRANTEE:

Dated as of November 4, 2016

**REVITALIZING AUTO COMMUNITIES
ENVIRONMENTAL RESPONSE TRUST, a New
York trust**

By: EPLET, LLC, acting solely in its capacity
as Administrative Trustee

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

~~DISTRICT~~/STATE OF Michigan)
CITY/COUNTY OF Wayne) SS:

On the 4th day of November, 2016 before me a Notary Public for the District/State and City/County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, the Administrative Trustee of the REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), and that he, being authorized to do so, executed the foregoing Environmental Easement Agreement behalf of the Trust, not individually, but solely in his capacity as Managing Member of EPLET, LLC, Administrative Trustee of the Trust, its Sole Member, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.

TRACIE L. NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-19-2017
Acting in the County of Wayne

Tracie L. Nichols
Print Name: Tracie L. Nichols
My commission expires: 3/19/17

TAX PARCEL IDENTIFICATION NUMBERS: K-11-12-200-003, K-11-12-100-006,
83-025-99-0003-702, and 83-025-99-0002-701

DRAFTED BY AND WHEN RECORDED MAIL TO:

Carl Garvey, General Counsel
Revitalizing Auto Communities Environmental Response Trust
500 Woodward Avenue, Suite 2650
Detroit, MI 48226
Phone: 734.890.8591

Exhibit A**LEGAL DESCRIPTION OF PROPERTY**

All that land situated in the Townships of Ypsilanti and Van Buren, Counties of Washtenaw and Wayne, State of Michigan, more particularly described as follows, to wit:

PART OF NW 1/4 OF SEC 12, T3S, R7E, YPSILANTI TWP, WASHTENAW CO, MI, DESC AS COM AT A PT ON THE W LI OF SEC 12, DIST S 00-27-23 W 966.09 FT, AS MEAS ALG SD SEC LI, FROM THE NW COR OF SD SEC; PRO TH FR SD POB, ALG SLY LI E CORSE ROAD (M-17/US-12 BY-PASS) ALG THE ARC OF A CURVE CONCAVE TO THE SE RAD 3967.56 FT ARC DIST 1235.00 FT CHD N 58-39-51 E 1230.02 FT; TH S 20-55-15 E 50.00 FT, ALG WLY LI OF RR R/W 100 FT WD; TH S 53-48-59 W 71.30 FT; TH S 08-34-55 E 83.90 FT; TH S 07-04-52 W 137.67 FT; TH S 11-57-20 E 101.65 FT; TH S 01-33-01 E 127.84 FT; TH S 02-01-48 W 73.23 FT; TH S 05-10-51 W 98.66 FT; TH S 02-06-41 W 153.11 FT; TH S 50-19-07 W 74.99 FT; TH S 64-54-53 W 87.17 FT; TH S 78-29-01 W 90.60 FT; TH N 62-36-10 W 144.02 FT; TH S 79-41-35 W 135.41 FT; TH S 76-01-50 W 96.30 FT; TH S 21-00-09 W 47.96 FT; TH S 56-54-29 E 63.20 FT; TH N 85-30-36 E 89.47 FT; TH S 74-40-08 E 93.32 FT; TH S 46-01-17 E 92.21 FT; TH S 04-37-27 W 113.77 FT; TH S 04-57-08 E 92.83 FT; TH S 44-23-10 E 61.99 FT; TH S 00-42-15 W 85.68 FT; TH S 17-03-22 W 54.40 FT; TH S 17-21-29 W 68.54 FT; TH S 58-55-04 W 55.22 FT; TH S 35-03-54 W 92.30 FT; TH S 70-49-58 W 75.01 FT; TH S 74-32-42 W 91.61 FT; TH S 69-02-34 W 86.16 FT; TH N 88-37-01 W 78.27 FT; TH S 83-46-45 W 104.57 FT; TH S 58-22-14 W 58.17 FT; TH S 52-53-19 W 87.86 FT TO PT ON E'ERLY LI WILLOW RUN EXPRESSWAY; TH N 17-41-20 W 281.68 FT, ALG ELY LI OF SD WILLOW RUN EXPRESSWAY, TO PT ON W LI SEC 12; TH N 00-27-23 E 927.30 FT, ALG W LI SEC 12 AND SD ELY LI OF SD WILLOW RUN EXPRESSWAY TO POB.

Tax Parcel No. K-11-12-200-003

BEG AT NE COR SEC 12, TH S 01-27-26 W 557.02 FT, TH N 89-58-35 W 994.29 FT, TH S 00-01-25 W 892.33 FT, TH S 44-58-35 E 253.84 FT, TH S 89-58-35 E 787.98 FT, TH S 01-27-26 W 574.39 FT, TH N 89-58-00 W 565.84 FT, S 00-02-00 E 224.85 FT, TH S 45-02-00 W 69.30 FT, TH N 89-58-00 W 443.50 FT, TH S 00-02-00 W 418.67 FT, TH E 38.38 FT, TH S 00-08-45 W 241.25 FT, TH S 77-57-35 W 4.93 FT, TH S 00-03-01 W 1102.74 FT, TH ALG ARC OF CURVE, CONCAVE TO THE NE, RAD 334.72 FT ARC DIST 295.12 FT CHD S 25-12-33 E 285.66 FT, TH N 64-36-55 W 204.04 FT, TH ALG THE ARC OF A CURVE, CONCAVE TO THE NE, RAD 3233.20 FT ARC DIST 454.26 FT CHD N 60-35-25 W 453.89 FT, TH N 56-33-55 W 1484.43 FT, TH ALG ARC OF CURVE, CONCAVE TO THE NE, RAD 3739.90 FT ARC DIST 130.30 FT CHD N 55-34-02 W 130.29 FT, TH N 54-34-09 W 359.48 FT, TH N 89-55-54 W 905.78 FT, TH N 00-03-30 W 28.13 FT, TH N 75-21-04 W 751.41 FT, TH N 34-14-31 W 264.14 FT, TH N 17-41-20 W 42.89 FT, TH S 43-54-37 E 4.23 FT, TH N 07-38-28 E 76.94 FT, TH N 00-17-13W 116.77 FT, TH N 16-30-35 E 91.37 FT, TH N 70-10-04 E 76.60 FT, TH S 89-59-08 E 132.93 FT, TH N 74-57-39 E 103.97 FT, TH N 62-44-44 E 117.99 FT, TH N 56-19-26 E 63.37 FT, TH S 81-47-24 E 95.70 FT, TH S 41-29-39 E 127.51 FT, TH S 20-59-39 E 62.61 FT, TH S 32-4949 W 51.48 FT, TH S 11-53-00 E 98.90 FT, TH S 24-51-44 E 167.55 FT, TH S 26-55-41 E 107.14 FT, TH S 52-06-00 E 67.16 FT, TH S 73-01-57 E 106.85 FT, TH N 89-36-14 E 79.13 FT, TH N 71-50-27 E 44.80 FT, TH N 31-22-45 E 28.47 FT, TH N 01-45-03 E 109.79 FT, TH N 09-38-11 W 83.57 FT, TH N 51-10-30W 83.14 FT, TH N 35-44-20 W 153.06 FT, TH N 44-45-42 W 23.25 FT, TH N 17-35-43 W 218.61 FT, TH N 16-24-34 W 80.48 FT,

Ref # 11991 & 11992

TH N 33-34-36 W 80.53 FT, TH N 20-43-09 W 80.28 FT, TH N 02-37-46 E 88.24 FT, TH N 16-05-51 W 94.03 FT, TH N 10-35-29 W 115.58 FT, TH N 25-11-25 W 44.91 FT, TH N 11-32-30 W 65.19 FT, TH N 13-43-37 E 67.50 FT; TH N 60-18-26 E 70.74 FT; TH N 89-01-39 E 43.05 FT; TH N 60-36-22 E 39.60 FT, TH N 75-28-45 E 118.86 FT, TH N 40-42-55 E 43.95 FT, TH N 69-36-11 E 46.74 FT, TH N 20-37-49 E 90.38 FT, TH S 04-36-50 E 125.71 FT, TH N 69-34-21 E 69.21 FT, TH N 69-33-20 E 34.73 FT, TH N 04-36-50 W 328.62 FT, TH ALG THE ARC OF A CURVE, CONCAVE TO THE WEST, RAD 1462.69 FT ARC DIST 419.53 FT CHD N 12-49-50 W 418.09 FT, TH N 20-55-15 W 284.08 FT, TH FOLLOWING COURSES : ALG THE ARC OF A CURVE CONCAVE TO THE SOUTH, RAD 3967.56 FT ARC DIST 669.08 FT, CHD N 73-52-13 E 668.29 FT, TH N 78-42-05 E 325.43 FT; TH ALG THE ARC OF A CURVE CONCAVE TO THE SW RAD 618.70 FT ARC DIST 845.04 FT CHD S 62-04-00 E 780.87 FT, TH S 22-10-00 W 200.92 FT, TH N 61-05-34 E 290.02 FT, TH N 61-03-56 E 55.20 FT, TH N 00-01-50 W 170.15 FT, TH N 89-57-30 E 180.74 FT; TH S 00-02-30 E 70.42 FT, TH N 61-07-04 E 275.27 FT, TH ALG THE ARC OF A CURVE CONCAVE TO THE SE RAD 2185.04 FT ARC DIST 177.67 FT CHD N 14-11-51 E 177.62 FT; TH ALG THE ARC OF A CURVE CONCAVE TO THE SE RAD 469.38 FT ARC DIST 509.49 FT CHD N 47-37-21 E 484.84 FT; TH N 78-43-06 E 1050.35 FT; TH ALG THE ARC OF A CURVE CONCAVE TO THE S RAD 2161.92 FT ARC DIST 178.46 FT CHD N 81-04-59 E 178.41 FT; TH S 45-13-15 E 196.15 FT, TH S 03-46-45 W 319.00 FT, TO POB.

Tax Parcel No. K-11-12-100-006

PRT OF THE W 1/2 OF SEC 7, T3S R8E, VBT, WC DESC AS FOLLOWS: N01D 27M 26S E, 477.35FT, AS MEASURED ALONG THE W LINE OF SAID SEC 7 FROM THE W 1/4 CORNER OF SAID SEC; PROCEEDING TH FROM SAID POINT OF BEG N 01D 27M 26S E, ALONG THE WEST LINE OF SAID SEC 7, A DISTANCE OF 574.39 FT TO A POINT; TH S 89D 58M 35S E A DISTANCE OF 93.07FT TO A POINT; TH DUE SOUTH A DISTANCE OF 574.23 FT TO A POINT; TH N 89D 58M 00S W A DISTANCE OF 107.72 FT TO THE POINT OF BEG.

Tax Parcel No. 83-025-99-0003-702

PT OF NW 1/4 OF SEC 7, T. 3 S., R. 8 E., BEG NW CORNER OF SEC 7, T. 3 S., R. 8 E., VAN BUREN TWP, WAYNE CO, MI; TH N 87DEG 37M 30S E, ALG N LI OF SD SEC 7, 33.07FT; TH S 01DEG 27M 26S W 525.40FT; TH N 89DEG 58M 35S W 33.01FT TO PT ON W LI OF SD SEC 7; TH N 01DEG 27M 26S E, ALG W LI OF SD SEC 7, 524.02FT TO POB.

Tax Parcel No. 83-025-99-0002-701