

AGREEMENT

This Agreement ("Agreement") is made and entered into by and between **Washtenaw County, Michigan** (the "County") and **ExxonMobil Oil Corporation and its affiliates** ("ExxonMobil").

BACKGROUND

- A. The County owns land located in Ann Arbor, Michigan as shown in Exhibit 1 (the "Property").
- B. ExxonMobil operated a service station on property located at 4005 Washtenaw Avenue, Ann Arbor, Michigan ("Station Property").
- C. ExxonMobil has been conducting various response actions on the Station Property and the Property, under the oversight of the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), to address an alleged release of petroleum hydrocarbons that occurred during ExxonMobil's operation of the Station Property ("Release").
- D. ExxonMobil has requested that the County execute a restrictive covenant on the Property so that ExxonMobil can submit a closure report to EGLE regarding the Release.

NOW, THEREFORE, in consideration of the promises made herein, the parties agree as follows:

DEFINITIONS

In addition to the terms defined herein, the following are defined for this Agreement:

"Incremental Soil Disposal Costs" shall mean the difference between (1) the reasonable cost to properly dispose of soil impacted by the Release removed from the Property during Redevelopment Work that requires disposal at a waste disposal facility including the costs incurred with testing or special permits needed as a result of the Release related to any Redevelopment Work in the area of the Property impacted by the Release and (2) the reasonable cost to dispose of soil removed from the Property during Redevelopment Work that is not impacted by the Release.

"Incremental Groundwater Treatment Costs" shall mean the reasonable cost associated with treating groundwater extracted for dewatering in connection with, and during the duration of, any Redevelopment Work, only to the extent such costs would not be incurred if the groundwater was not impacted by the Release. This reimbursement cost shall reflect the incremental cost difference between the cost to dewater and treat groundwater that is impacted by the Release and the cost to dewater and treat groundwater that is not impacted by the Release.

"Redevelopment Work" shall mean modification and/or redevelopment of the Property by the County.

TERMS AND CONDITIONS

1. Execution and Recordation of the Restrictive Covenant. Concurrently with execution of the Agreement, the County will execute the restrictive covenant attached as Exhibit 2 (“RC”). Upon execution, the original signed RC will be sent by overnight delivery to:

Cindy Bishop
C Bishop Law PC
521 Wales Ct
Coppell, TX 75019

If changes are needed to the RC if requested by EGLE or to ensure its proper recording, ExxonMobil will submit a revised RC to County, and County agrees to execute the revised RC and send the original by overnight delivery to the address listed in this Paragraph within five (5) days of receipt of same. ExxonMobil will record the RC and send a recorded copy to the County.

2. Compliance with Laws. It is ExxonMobil's intent to comply fully with all local, state, and federal laws and regulations as a result of the alleged Release. ExxonMobil, at no cost to County, shall continue to investigate, remediate, monitor and/or sample petroleum hydrocarbon contaminated soil or groundwater located on or beneath the Property (i) which was caused by ExxonMobil's operations on the Station Property, (ii) which occurred during ExxonMobil's operation of the Station Property, and (iii) if and to the extent defined and required by EGLE, provided that County grants ExxonMobil access to the Property in accordance with this Agreement. ExxonMobil will only be responsible for remediating the Release as and if required by EGLE. ExxonMobil will continue to remediate the Property until the receipt of written notice from the EGLE that no further remediation or action is required relative to the Release.

3. In the event that additional measures or restrictions are required solely as a result of the Release for the purpose of protecting public health, safety, and welfare which were not included in the initial FAR, but are consistent with the RC, ExxonMobil shall undertake full and complete responsibility for subsequent compliance. ExxonMobil acknowledges that, between 2006 and the effective date of this Agreement, the Property underwent an environmental investigation which included regular monitoring by ExxonMobil's representatives during the project. To ExxonMobil's knowledge, or based upon ExxonMobil's information or belief, ExxonMobil confirms that there were no activities by ExxonMobil between 2006 and the effective date of this Agreement which impaired the effectiveness or integrity of the FAR. In the event of an audit pursuant to Paragraph 5 of the RC, ExxonMobil shall provide any and all final data in ExxonMobil's control or possession that EGLE may require for purposes of satisfying that audit and protecting the public health, safety and welfare and the environment.

4. ExxonMobil reserves for itself the exclusive right and election of response to, negotiations on, dispute of and conduct of, including, without limitation, the exclusive right of investigation, testing and the conduct of any remediation work it elects to do in its sole discretion, or which a public authority may require associated with the Release which ExxonMobil determines are covered by the RC. Any interference by the County, its employees, agents or contractors, in the rights reserved to ExxonMobil in this Paragraph may invalidate ExxonMobil's responsibilities as stated herein, if ExxonMobil determines such interference to have significantly affected its rights hereunder.

5. Access. The County acknowledges that Paragraph 3 of the RC authorizes ExxonMobil, its affiliates, and its environmental consultants (one or more independent contractors hired by ExxonMobil, together with their subcontractors) to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the FAR, including, but not limited to, the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the FAR at ExxonMobil's expense. Further, the County hereby grants ExxonMobil and its consultants, contractors, and agents a right of entry and access to the Property (1) to plug and abandon monitoring wells in compliance with all applicable laws and (2) in connection with any Redevelopment Work for which reimbursement of costs is sought, as provided in this Agreement. The County agrees that such right of entry and access shall not be unreasonably impeded by actions of the County. The County agrees that any lease or sublease, or the like to a third-party will specifically recognize the existence of this Agreement. The County will require same third-party to comply with the terms of this Agreement and will obligate same third-party to assume the County's obligations under this Agreement. The County shall provide prior written notice to ExxonMobil of any lease or sub-lease of the Property or any portion of the Property.

6. Prior Notice to ExxonMobil of the County's Redevelopment Work. The County shall provide ExxonMobil with prior written notice of any Redevelopment Work at least: (a) 30 days prior to the submission of any permits for Redevelopment Work, or (b) 60 days prior to the start of the Redevelopment Work, whichever occurs first. The foregoing notice shall include a copy of the County's Redevelopment Work plans, including, but not limited to, the County's soil and groundwater management plans, and ExxonMobil shall have the right, but not the obligation, to provide comments to the County relative to the Redevelopment Work plans.

7. ExxonMobil Right to Observe and Take Samples. ExxonMobil and its environmental consultants, one or more independent contractors hired by ExxonMobil, together with their subcontractors, shall have the right, but not the obligation, at ExxonMobil's sole cost and expense, to: (1) be present on the Property to observe any Redevelopment Work, waste characterization, and/or waste disposal being conducted on the Property; and (2) take samples or split samples of any waste generated by the Redevelopment Work.

8. Compliance with Laws & Necessary Authorizations. The County shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, and ordinances including, but not limited to, those governing the disposal and characterization of waste, or pertaining to the protection of the environment and/or public health. The County acknowledges and agrees it shall be solely responsible for obtaining any and all federal, state, or local permits, licenses, or other authorizations relating to any Redevelopment Work by the County or any third party on the Property and/or any associated waste.

9. Incremental Cost Reimbursement. If Redevelopment Work results in Incremental Soil Disposal Costs and/or Incremental Groundwater Treatment Costs as defined in this Agreement, ExxonMobil will reimburse the County for such Incremental Soil Disposal Costs and Incremental Groundwater Treatment Costs provided the impacts are encountered during and removed solely as a result of the Redevelopment Work and subject to the waste handling conditions in Paragraph 10 and the invoice procedures outlined in Paragraphs 11 and 12 ("Reimbursement Costs").

10. Waste Handling/Disposal Requirements for the County's Redevelopment Work.

- a. The County shall be solely responsible for the proper characterization, dewatering, treatment, handling and disposal of any soil and water generated by any Redevelopment Work, in accordance with the RC. Waste characterization, dewatering, treatment, handling and disposal shall be performed by qualified person(s) in accordance with standard industry practice and in compliance with all applicable laws and regulations.
- b. The County shall prepare such manifests necessary under applicable law for disposal purposes associated with any Redevelopment Work and provide a copy of such manifests to ExxonMobil within twenty (20) days after each manifest is signed by the County. For documentation purposes, the County shall be identified as the generator of any soil and water generated by such Redevelopment Work, and the County or the County's consultants or contractors shall sign all manifests necessary under applicable law for disposal purposes. Any soil or groundwater that requires the aforementioned manifest under applicable law shall be disposed of in accordance with applicable laws and the requirements of such disposal facility.
- c. Soil and water encountered during any Redevelopment Work that is impacted by the Release shall be disposed of by the County at an appropriately licensed waste disposal facility, in accordance with applicable laws and the requirements of such appropriately licensed waste disposal facility. Soil or water that is not impacted by the Release may be disposed of by the County at a disposal facility identified by the County.

11. Invoice Process for Cost Reimbursement.

- a. For all costs subject to reimbursement, the County shall provide to ExxonMobil, prior to any reimbursement, on a monthly basis, comprehensive and complete invoice documentation detailing the County's costs subject to reimbursement hereunder, in accordance with Guidelines for Submission of Invoices outlined below.
- b. Within sixty (60) days of receiving cost documentation from the County and after receipt of a W-9 from the County, ExxonMobil shall: (1) complete its review and processing of such documentation and shall provide payment to the County for all undisputed costs, provided that the necessary and sufficient invoice documentation has been provided to ExxonMobil for adequate review; or (2) advise the County if the documentation is lacking in any material way that will delay payment, and the County and ExxonMobil shall, thereafter, undertake Dispute Resolution, as defined below, in an effort to resolve the dispute.

12. Guidelines for Submission of Invoices:

- a. All invoices shall be forwarded by the County and shall contain the following information: (1) An invoice date; (2) An invoice or reference number which is unique to the transaction; (3) The vendor's complete name and address; (4) The vendor's remittance address, including zip code and

telephone number which is identified as such; (5) Payment terms, including any discounts mutually agreed upon; (6) Confirmation that the good/services were received; (7) The time period during which the service was performed; and (8) The location ID (job site number) and address. Original invoices must be submitted for payment. Statements are not acceptable for reimbursement.

- b. Where applicable, invoices must be submitted along with: (1) bill of lading(s); (2) soil manifests to include the “generator’s copy” of the manifest along with the scale tickets which confirm the weight of the truck; and (3) receiving waste disposal facility weight tickets (scale readings).
- c. Invoices are to be submitted via regular mail and email (.pdf format) to the contact provided in Paragraph 20.
- d. Payment shall be made to Washtenaw County, PO Box 8645, Ann Arbor, MI 48107-8645, Attn: Washtenaw County Administrator.

13. Limited Release of ExxonMobil. In the event ExxonMobil pays Reimbursement Costs incurred by County in conjunction with the Agreement, County, on behalf of itself, its agents, representatives and insurers, and its successors and assigns, fully and finally and forever releases, acquits and discharges ExxonMobil and its related entities for any and all claims, suits and causes of action associated with the conditions related to ExxonMobil’s payment of such Reimbursement Costs. This Limited Release includes, without limitation, ExxonMobil’s ultimate parent company and any affiliates, owned or controlled in whole or in part by such parent company, and its or their respective predecessors, successors, assigns, officers, directors, stockholders, shareholders, attorneys, representatives, agents and employees, past, present and future, and all other persons and entities for whose acts or omissions ExxonMobil could be held legally responsible (“Released Parties”). This Limited Release applies to any and all claims, suits, damages and causes of action of whatever nature and kind, including, without limitation, all claims for personal injury, emotional distress, property damages, trespass, nuisance, negligence, response or investigation costs, and/or economic loss, including lost interest, lost opportunities, diminution in real property value, stigma damages, any claims for attorneys’ or consultants’ fees and any other claims, demands, damages, losses or causes of action that are directly related to or associated with the conditions related to ExxonMobil’s payment of Reimbursement Cost to the County.

14. Beneficiaries. This Agreement is binding upon and inures to the benefit of the County and ExxonMobil and their respective administrators, personal representatives, successors, transferees, lessees and assigns.

15. Entire Agreement. This Agreement constitutes the parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by all parties to this Agreement.

16. Statement of Agreement. This Agreement is not and shall not be construed as an admission of any issue of fact or law or as an admission or adjudication of any liability and shall not be admissible in any other suit or proceeding by the parties or any third party.

17. Ownership. The County represents and agrees that the only party having present

ownership interest in the Property is the County, and that no other person or entity has any present control of or legal or equitable title to or any leasehold interest in such Property.

18. Rule of Construction. The County and ExxonMobil acknowledge that this Agreement has been negotiated at arm's-length and, therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document.

19. Dispute Resolution. The parties agree that they shall use commercially reasonable efforts to resolve all controversies, claims, or disputes between them arising out of this Agreement, including, but not limited to, all contractual, tortious, common law, statutory, legal or equitable claims, or any other claims or disputes concerning the terms, meaning, or implementation of the Agreement (collectively, "Disputes") by meeting and conferring in good faith, within sixty (60) days from receipt of notice of the existence of a dispute from one party to the other party, or as otherwise extended by the written mutual consent of the parties. If such Disputes are not resolved within such time, each party reserves its respective rights under law or in equity to seek appropriate relief against the other party.

20. Notice. Any notice, request, consent, waiver or other communication required or permitted to be given throughout this Agreement shall be effective only if in writing and shall be deemed sufficient only if delivered in person or sent by email with delivery confirmation or by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To ExxonMobil: ExxonMobil Environmental and Property
Solutions Company
Attn: Regan O'Brien
22777 Springwoods Village Parkway
Spring, Texas 77389
Email: regan.obrien1@exxonmobil.com

To County: Gregory Dill
Washtenaw County Administrator
PO Box 8645
Ann Arbor, MI 48107

Michelle Billard, Esq.
Washtenaw County Corporation Counsel
PO Box 8645
Ann Arbor, MI 48107

21. Enforceability. If any part of this Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

22. Waiver. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.

23. Governing Law. This Agreement is construed by and will be construed – and its performance enforced – under Michigan law, without regard for its choice of law principles.

24. Signatories. This Agreement may be executed in one or more counterparts and by

electronically transmitted or facsimile signatures, each of which shall be deemed an original Agreement, but all of which together shall constitute one and the same instrument.

25. Agreement Execution Authority. Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

26. Effective Date. This Agreement shall be effective upon the date of the last signature below.

[signatures on next page]

IN WITNESS HEREOF, the parties hereto are authorized and have executed this Agreement on the day and year written below.

EXXONMOBIL OIL CORPORATION

Date

By: _____
Name: _____
Title: Agent and Attorney in Fact

**WASHTENAW COUNTY, MICHIGAN,
a Michigan municipal corporation**

Date

By: _____
Name: Gregory Dill
Title: Administrator

ATTESTED TO:

APPROVED AS TO FORM:

By: _____
Lawrence Kestenbaum
County Clerk/Register

By: _____
Michelle K. Billard
Corporation Counsel

Exhibit 1
Location of the Property

PARCEL IDENTIFICATION NUMBER: L-12-01-200-016

Land situated in the Township of Pittsfield, Washtenaw County Michigan described as follows:

A PARCEL OF LAND BEING PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 1, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 323.93 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 671.41 FEET ALONG THE NORTH LINE OF SAID SECTION 1; THENCE DUE SOUTH 2101.46 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 00 SECONDS WEST 819.56 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST 195.92 FEET; THENCE NORTH 74 DEGREES 30 MINUTES 30 SECONDS WEST 226.39 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST 1115.93 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 331.02 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 00 SECONDS WEST 473.00 FEET TO THE POINT OF BEGINNING. CONTAINING 39.92 ACRES OF LAND MORE OR LESS. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF USE OR RECORD.

Exhibit 2

**DECLARATION OF RESTRICTIVE COVENANT
FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION**

**DECLARATION OF RESTRICTIVE COVENANT
FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION**

EGLE Reference No: **RC-RRD-213-21-102**

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the **Washtenaw** County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property located at **2201 Hogback Road, Ann Arbor, Washtenaw County, 4125 Washtenaw Avenue, Ann Arbor, Washtenaw County, and 4135 Washtenaw Avenue, Ann Arbor, Washtenaw County, Michigan**, and legally described in the attached **Exhibit 1** (Legal Description of the Property) that are inconsistent with the environmental conditions at the Property. **Exhibit 2** (Survey of Property) provides a survey of the Property that is subject to the land and/or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with **Former Mobil Station 03-KEJ, Facility I.D. # 0-0016748** for which corrective actions were completed under Part 213, Leaking Underground Storage Tanks, of **the** Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the site file available from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division (RRD) District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA and site specific target levels (SSTLs) developed for the property under risk based corrective **action** (RBCA) and tier II and III evaluation. EGLE recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the **Washtenaw** County Register of **Deeds** based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA; and 3) assure the exposure control measures relied upon in the **Final Assessment Report (FAR)** are effective.

The restrictions contained in this Restrictive Covenant are based upon information available at the time **the** corrective action was implemented by **ExxonMobil Oil Corporation**. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the **FAR**; future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the **FAR**; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the **FAR** may not have been reviewed by the EGLE.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

“EGLE” means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those persons or entities acting on its behalf.

“Owner” means at any given time the then-current title holder of all or any portion of the Property.

“Property” means the real property as described in **Exhibit 1** (Legal Description of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA, shall have the same meaning in this document as in Part 3 and Part 213 of the NREPA, as of the date this Restrictive Covenant is filed.

Summary of Environmental Conditions and Corrective Action.

Regulated substances including methyl tertiary-butyl ether and 1,2,4-trimethylbenzene were released on the property and have resulted in environmental contamination and remain on the property at concentrations that do not allow unrestricted use of the Property. Specifically, concentrations of regulated substances remain present in the groundwater and soil in excess of the residential drinking water cleanup criteria. This potential exposure risk has been addressed by preventing the use of the groundwater for ingestion. Prior to the recording of this Restrictive Covenant, response activities have been undertaken to remove some of the regulated substances.

NOW THEREFORE,

1. Declaration of Land or Resource Use Restrictions.

The **County of Washtenaw, Michigan, as the Owner of the Property**, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- a. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities **on the property** that may result in exposures above levels established in the **FAR**. These prohibited activities include:

- (i.) The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
 - (a) Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
 - (b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

2. Contaminated Soil Management. The Owner shall manage all soils, media, and/or debris located **on the Property** in accordance with the applicable requirements of Sections 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

3. Access. The Owner grants to EGLE and **ExxonMobil Oil Corporation**, and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the **FAR**, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the **FAR**. The right of access provided to **ExxonMobil Oil Corporation** above is not required under Part 213 for the corrective action to be considered approved. This provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, EGLE will not enforce the Owner's obligation to provide access to **ExxonMobil Oil Corporation**.

4. Conveyance of Property Interest. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the **FAR**, and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.

5. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit

may result in a finding by EGLE that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

6. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. Enforcement of Restrictive Covenant. The State of Michigan, through EGLE, and **ExxonMobil Oil Corporation** may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction

8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.

9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, the **County of Washtenaw, Michigan** has caused this Restrictive Covenant, **RC-RRD-213-21-102**, to be executed on this _____ day of _____, 2022.

County of Washtenaw, Michigan

By: _____

Signature

Name: Gregory Dill, Administrator

Print or Type Name

Its: Agent and Attorney in Fact

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, agent and attorney in fact for the County of Washtenaw, Michigan, on behalf of the County of Washtenaw, Michigan.

Notary Public Signature

(print name of notary public)

Notary Public, State of _____

County of _____

My Commission Expires: _____

Acting in the County of _____

Prepared by:

Cynthia Bishop
C Bishop Law PC
PO Box 612994
Dallas, TX 75216

When recorded return to:

Cynthia Bishop
C Bishop Law PC
PO Box 612994
Dallas, TX 75216

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL IDENTIFICATION NUMBER: L-12-01-200-016

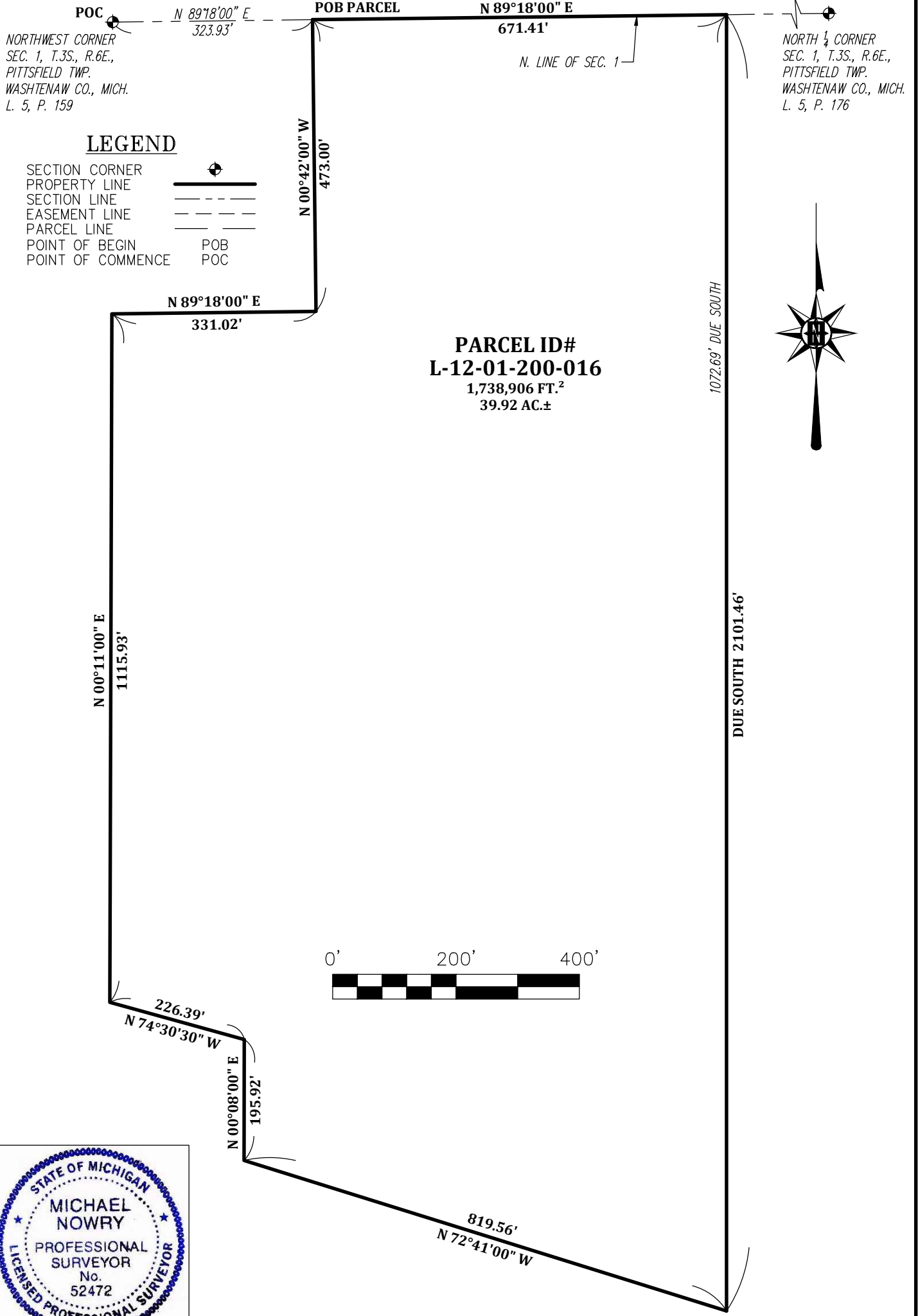
Land situated in the Township of Pittsfield, Washtenaw County Michigan described as follows:

A PARCEL OF LAND BEING PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 1, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 323.93 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 671.41 FEET ALONG THE NORTH LINE OF SAID SECTION 1; THENCE DUE SOUTH 2101.46 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 00 SECONDS WEST 819.56 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST 195.92 FEET; THENCE NORTH 74 DEGREES 30 MINUTES 30 SECONDS WEST 226.39 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST 1115.93 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 331.02 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 00 SECONDS WEST 473.00 FEET TO THE POINT OF BEGINNING. CONTAINING 39.92 ACRES OF LAND MORE OR LESS. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF USE OR RECORD.

EXHIBIT 2

SURVEY OF PROPERTY

CERTIFICATE OF SURVEY



I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby Certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plat hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

Michael J. Nowry
Michael J. Nowry Professional Surveyor # 52472

 Nowry & Hale Land Surveying LLC 192 N. Main St., Suite D, Plymouth, MI, 48170 Office: (734)446-5501 Email: nowryhale1@yahoo.com	SECTION:	N.W. 1/4 Sec. 1	DATE:	9/8/22	CLIENT:
	TN./RGE.:	3S./6E.	PROJ. #:	022-110	
	CITY/TWP:	Pittsfield	DWG. BY:	JCP	PAGE # 1 OF 2
	COUNTY:	Washtenaw	1 INCH - 200 FEET		

LEGAL DESCRIPTION


PARCEL ID# L-12-01-200-016

A PARCEL OF LAND BEING PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 1, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 323.93 FEET ALONG THE NORTH LINE OF SAID SECTION 1 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 671.41 FEET ALONG THE NORTH LINE OF SAID SECTION 1; THENCE DUE SOUTH 2101.46 FEET; THENCE NORTH 72 DEGREES 41 MINUTES 00 SECONDS WEST 819.56 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS EAST 195.92 FEET; THENCE NORTH 74 DEGREES 30 MINUTES 30 SECONDS WEST 226.39 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST 1115.93 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 00 SECONDS EAST 331.02 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 00 SECONDS WEST 473.00 FEET TO THE POINT OF BEGINNING. CONTAINING 39.92 ACRES OF LAND MORE OR LESS. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF USE OR RECORD.



I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby Certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plat hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.


 Michael J. Nowry Professional Surveyor # 52472

 Nowry & Hale Land Surveying LLC <small>192 N. Main St., Suite D, Plymouth, MI, 48170 Office: (734)446-5501 Email: nowryhale1@yahoo.com</small>	SECTION:	N.W. 1/4 Sec. 1	DATE:	9/8/22	CLIENT:
	TN./RGE.:	3S./6E.	PROJ. #:	022-110	
	CITY/TWP:	Pittsfield	DWG. BY:	JCP	PAGE # 2 OF 2
	COUNTY:	Washtenaw	1 INCH - 200 FEET		