

Willow Run Exhibit 'A' Property Map

<u>Parcels</u>	Easement E3 P3	Easement M	Easement AN
Parcel 1-I	Easement E4	Easement N	Easement AO
Parcel 1-II	Easement E5	Easement O	Easement AQ
Parcel 1-III	Easement E6	Easement P	Easement BA
Parcel 1-IV	Easement E7a	Easement Q	Easement BB
Parcel 1-V	Easement E7b	Easement S	Easement BC
Parcel 1-VI	Easement E8	Easement T	Easement BD
Parcel 1-VII	Easement E9	Easement U	Easement CA
Parcel 1-VIII	Easement E10	Easement V	Easement CB
Parcel 3	Easement E11	Easement W	Easement CC
Parcel 4	Easement E12	Easement X	Easement DA
Parcel 5	Easement E13	Easement Y	Easement DB
Parcel 6	Easement E14 thru E18	Easement Z	<u>Land Releases</u>
Parcel 7	Easement E19	Easement AA	Combined Land Release Table
Parcel 10	<u>Easements</u>	Easement AB	R-1
Parcel 11	Easement A	Easement AD	R-2
<u>Avigation Easements</u>	Easement B	Easement AE	R-3
Easement E1	Easement C	Easement AF	R-4
Easement E2	Easement D	Easement AG	R-5
Easement E3 P1	Easement K	Easement AH	R-6
Easement E3 P2	Easement L	Easement AJ	R-7

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Parcels

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LIBER

391 PAGE 178

C841813

RECORDED MAY 15 1945 AT 10:26 O'CLOCK
D E E D BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26. MICHIGAN

LIBER 7478 PAGE 572

THIS INDENTURE, made this 7th day of May, 1945, between FORD MOTOR COMPANY, a Delaware corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as first party and DEFENSE PLANT CORPORATION, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, as second party.

WITNESSETH:

That first party, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by second party, the receipt of which is hereby confessed and acknowledged, does hereby convey and warrant to second party and to its successors and assigns all those certain pieces or parcels of land in the Township of VanBuren, Wayne County, State of Michigan and in the Township of Ypsilanti, Washtenaw County, State of Michigan, described as follows, to wit:

1. Lands lying in the NW 1/4 of Section 18, T3S, R8E, VanBuren Township, Wayne County, Michigan, more particularly described as follows:

Beginning at a point on the westerly line of Section 18, S 0° 20' 40" E, 281.71 feet from the northwestern corner of said Section 18, and running thence south 19° 41' 40" E, 829.25 feet, thence south 04° 04' 40" west, 41.50 feet, thence north 39° 36' 38" W, 47.78 feet; thence north 19° 41' 40" west 728.33 feet to the westerly line of said Section 18, thence north 0° 20' 40" west 99.60 feet along said section line to the point of beginning, containing .6055 acre, more or less.

2. Lands lying in the NE 1/4 of Sec. 13, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:

Beginning at the NE corner of Section 13, T3S, R7E, and running thence along the easterly line of said Section 13, S 0° 02' 00" W, 3.27 feet to the NW corner of Section 18, T3S, R8E;; thence along the easterly line of said Section 13, S 0° 20' 40" E., 381.31 feet; thence N 19° 41' 40" W. 340.04 feet; thence S 87° 46' 10" W., 535.27 feet; thence N 02° 13' 50" W. 60.00 feet to the northerly line of said Section 13; thence along said northerly section line N-87° 46' 10" E., 650.00 feet to the place of beginning, containing 1.314 acres more or less.

Subject however to existing public rights of way, if any, and such rights, licenses or easements as may have been granted to or created in



This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 673 Date MAY 15 1945

WAYNE COUNTY TREASURER
CLERK *[Signature]*

the second party in the erection and construction of a bomber airplane factory upon adjoining premises.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto second party and to its successors and assigns FOREVER.

And first party, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the second party, its successors and assigns, that at the time of the execution and delivery of this Deed, it is well seized of the above granted premises in fee simple; that said premises are free from all encumbrances whatsoever, except only as hereinbefore indicated; and that first party will, and its successors shall forever warrant and defend the title hereby conveyed against all lawful claims whatsoever, excepting only the rights, interests or easements hereinbefore mentioned.

In the presence of:

FORD MOTOR COMPANY

R H Powell

R H Powell

Edgar J Matz

Edgar J Matz

By

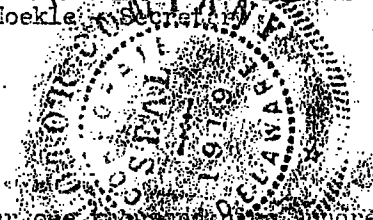
B J Craig

B J Craig - Vice President

H L Moekle

H L Moekle - Secretary

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)



On this 7th day of May, in the year one thousand nine hundred and forty-five, before me appeared B. J. Craig and H. L. Moekle, personally known, who, being by me severally duly sworn, did say that they were, respectively, Vice President and Secretary of the Ford Motor Company, a corporation created and existing under the laws of the State of Delaware; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said B. J. Craig and H. L. Moekle acknowledged the said instrument to be the free act and deed of the said Ford Motor Company.

Roderick H Powell

Roderick H Powell

My Commission expires November 1, 1946 NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

REGISTER OF DEEDS | SS RECORDED 5/29 45 4:00
WASHTENAW COUNTY |

Allan A Seymour

REGISTER Page 3 of 389

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QUITCLAIM DEED

THIS INDENTURE, made this 24th day of December, in the year of our Lord one thousand nine hundred and forty-seven, between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional body corporate organized and existing under and by virtue of the laws of the State of Michigan, with its principal office in the City of Ann Arbor, County of Washtenaw, State of Michigan, party of the first part, and the WAR ASSETS ADMINISTRATOR, or his successor, acting for and in behalf of the Reconstruction Finance Corporation, a corporation created and existing under and by virtue of the laws of the United States of America, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, and forever QUITCLAIM unto the said party of the second part, and to his successors and assigns, FOREVER, all property situated and being in the Township of Van Buren, County of Wayne, and State of Michigan, known and described as follows, to-wit:

Part of the S.W. $\frac{1}{4}$ of Sec. 7, T. 3 S., R. 8 E., Van Buren Twp., Wayne County, Michigan, said parcel being described as follows:

Beginning at a point on the W. line of Sec. 7, distant S. $0^{\circ} 02' 00''$ W., 92.84', from the W. $\frac{1}{4}$ corner of Sec. 7; thence due East, 17.43'; thence due South, 26.97'; thence on a curve concave to the N.W., radius 401.82' (the chord of said curve bears S. $25^{\circ} 32' 07''$ W., 11.59'), central angle $1^{\circ} 39' 11''$, a distance of 11.59'; thence due West, 12.83' to the W. line of Sec. 7; thence along said line, N. $0^{\circ} 02' 00''$ E., 38.00' to the point of beginning.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatever of the said party of the first part, either in law or in equity,

to the only proper use, benefit, and behoof of the said party of the second part, his successors and assigns, Forever.

This Deed is delivered to correct errors in the description of a deed dated the 15th day of January, 1947, between the United States of America and Reconstruction Finance Corporation, successor to the Defense Plant Corporation, acting by and through the War Assets Administrator, as party of the first part, and The Regents of the University of Michigan, a constitutional body corporate of the State of Michigan, as party of the second part, which deed is recorded in Liber 2165 of Deeds, Page 438, Wayne County Records.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its duly authorized representatives and sealed with its corporate seal the day and year first above written.

In Presence of:

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

Eileen R. Moore
Eileen R. Moore

By Alexander G. Ruthven
Alexander G. Ruthven, President

Lenore Mulhollen
Lenore Mulhollen

By R. P. Briggs
R. P. Briggs, Vice-President

STATE OF MICHIGAN;

COUNTY OF Washtenaw

On this 24th day of December, 1947, before me appeared Alexander G. Ruthven and R. P. Briggs to me personally known, who being by me severally duly sworn, did say that they were respectively President and Vice-President of The Regents of the University of Michigan, a constitutional body corporate of Ann Arbor, County of Washtenaw, State of Michigan, and that the seal affixed to the foregoing instrument is the corporate seal of the said body corporate and that the said instrument was signed and sealed in behalf of said body corporate by

authority of the Board of Regents, and the said Alexander G.
Ruthven and R. P. Briggs

acknowledged the said instrument to be the free act and deed of the
said Regents of the University of Michigan.

Ethel J. Hastings
Ethel J. Hastings,
Notary Public, Washtenaw County,
Michigan.
My Commission Expires: Aug 14, 1948

Exhibit A

The following parcels may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Parcel A

Part of the Northwest 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West across the line common to said Sections 7 and 12 and into said Section 12, a distance of 225.25 feet to a point; thence South 64 degrees 28 minutes 25 seconds West a distance of 125.00 feet to a point; 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 473.73 feet to a point; thence South 00 degrees 08 minutes 45 seconds West a measured distance of 241.25 feet (described 243.27 feet) to a point; thence South 77 degrees 57 minutes 35 seconds West a distance of 4.93 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 00 degrees 03 minutes 01 second West, along the Easterly line of an existing Concrete Roadway, a distance of 1102.78 feet to a point of curve in said roadway; thence continuing along the Easterly edge of said roadway, along the arc of a curve, concave to the Northeast, having a radius of 334.72 feet, a central angle of 50 degrees 31 minutes 07 seconds, an arc distance of 295.13 feet (chord bears South 25 degrees 12 minutes 33 seconds East 285.66 feet) to a point; thence North 64 degrees 36 minutes 55 seconds West, along a line not tangent to the foregoing curve, a distance of 204.04 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 3233.20 feet, a central angle of 08 degrees 03 minutes 00 seconds, an arc distance of 454.26 feet (chord bears North 60 degrees 35 minutes 25 seconds West 453.89 feet) to a point of tangent; thence North 56 degrees 33 minutes 55 seconds West a distance of 1484.43 feet to a point of curve; thence along the arc of a curve, concave to the Northeast, having a radius of 3739.90 feet, a central angle of 01 degree 59 minutes 46 seconds, an arc distance of 130.30 feet (chord bears North 55 degrees 34 minutes 02 seconds West 130.29 feet) to a point of tangent; thence North 54 degrees 34 minutes 09 seconds West a distance of 359.56 feet to a point on the Southerly line of the former General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property; thence the following courses and distances along said property line, South 89 degrees 55 minutes 54 seconds East, 61.04 feet; thence South 56 degrees 33 minutes 55 seconds East, 215.23 feet; thence South 75 degrees 32 minutes 00 seconds East, 172.85 feet; thence South 80 degrees 44 minutes 00 seconds East, 75.00 feet; thence South 87 degrees 23 minutes 00 seconds East, 70.12 feet; thence East, 1059.88 feet; thence North, 24.27 feet; thence North 77 degrees 57 minutes 35 seconds East a distance of 497.22 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-005

Parcel C1

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 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 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 93.51 feet to a point on the East line of said Section 12; thence South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 196.22 feet to a point; thence North 24 degrees 17 minutes 05 seconds West a distance of 215.24 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-005

Parcel C2

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.

Current Tax Parcel ID: Part of 83-025-99-0001-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0003-701

Parcel D1

Part of the Southeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West a distance of 181.51 feet to a point on the East line of said Section 12, said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 00 degrees 02 minutes 43 second West, along the East line of said Section 12, a distance of 85.97 feet to a point; thence South 89 degrees 42 minutes 46 seconds West a distance of 141.66 feet to a point; thence North 64 degrees 28 minutes 25 seconds East a distance of 125.00 feet to a point; thence North 41 degrees 23 minutes 40 seconds East a distance of 43.74 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of Part of K-11-12-100-005

Parcel D2

Part of the Southwest 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 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 221.53 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, along the West line of said Section 7, a distance of 85.97 feet to a point; thence North 41 degrees 23 minutes 40 seconds East a distance of 181.51 feet to the point of beginning.

Current Tax Parcel ID: Part of 83-025-99-0001-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0003-701



QUIT CLAIM DEED

Grantor, RACER Properties LLC, a Delaware limited liability company, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan 48226, quitclaims to Grantee, the Wayne County Airport Authority, a public body corporate, whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal Mezzanine, Detroit, Michigan 48242, the real property described as:

See attached Exhibit A (the "Property")

For the sum of ZERO Dollars (\$0.00).

Subject to any building and use restrictions of record, and further subject to the lien of taxes not yet due and payable.

If applicable, Grantor is conveying the right to make all divisions allowed under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to MCL 207.505(a) and (j) and MCL 207.526(a) and (l).

[Signatures appear on following page]

Time Submitted for Recording
Date 12/26/2013 Time 2:51 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

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Signature Page to Quit Claim Deed from RACER Properties LLC in favor of
Wayne County Airport Authority

Dated this 19th day of December, 2013.

RACER PROPERTIES LLC,
a Delaware limited liability company

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

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

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

STATE OF District of)
Columbia)^{SS}

On this 17th day of December, 2013, before me, a Notary Public for the State and County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, Administrative Trustee of REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER PROPERTIES LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Quit Claim Deed on behalf of RACER PROPERTIES LLC, a Delaware limited liability company, not individually but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of the Trust, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.



Notary's Signature: Karen M Parsons
Notary's Name: Karen M Parsons
Notary Public, State of _____
County of _____
My Commission Expires 8-14-2015
Acting in _____, County

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015

<p>Send subsequent tax bills to: Grantee</p>	<p>Drafted by: Dawda, Mann, Mulcahy & Sadler, PLC 39533 Woodward Ave., Suite 200 Bloomfield Hills, MI 48304 Attn: Edward C. Dawda</p>	<p>When recorded return to: Kevin J. Clark ✓ Assistant General Counsel Wayne County Airport Authority Detroit Metropolitan Airport L.C. Smith Building-Mezzanine Detroit, Michigan 48242</p>
<p>Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001 / Tax Parcel ID (as of 01/01/14): Part of K-11-12-100-004.</p> <p>Current Tax Parcel ID: Part of 83-025-99-0002-000 / Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701</p>	<p>Recording Fee _____</p>	<p>Transfer Tax Exempt</p>

Exhibit A

Legal Descriptions

Parcel 'B1'

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 58 minutes 35 seconds West a distance of 33.01 feet to a point on the East line of said Section 12, said point being also the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 275.10 feet to a point; thence South 89 degrees 59 minutes 56 seconds West a distance of 231.93 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 North 89 degrees 58 minutes 35 seconds West a distance of 694.47 feet to a point; thence North 44 degrees 58 minutes 35 seconds West a distance of 253.84 feet to a point; thence North 00 degrees 01 minute 25 seconds East a distance of 892.33 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 994.29 feet to the Point of Beginning.

Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-004

Parcel 'B2'

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.

Current Tax Parcel ID: Part of 83-025-99-0002-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701

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(d) To make, sign, seal, acknowledge and deliver a general warranty deed in the form, manner, and at the time required by the Government, conveying to the said Earl L. Bauer, or such other person as may be designated in his stead as aforesaid, a valid, unencumbered, indefeasible fee simple title to said real estate meeting all requirements of the Government.

(e) To obtain and deliver a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of said purchase price, and to comply with all the requirements of such company.

(f) To perform such other acts, or to execute and deliver such other instruments as shall be necessary or desirable in order to sell and convey the real estate above described by, through and under such form of option.

giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as we might or could do if personally present at the doing thereof, hereby ratifying and confirming all that our said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of June, A. D. 1942.

Harry F. Watts (SEAL)
Harry F. Watts

Olive Watts (SEAL)
Olive Watts

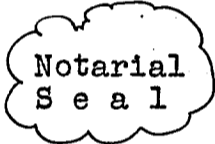
Signed, sealed and delivered in the presence of

STATE OF ILLINOIS)
COUNTY OF Knox) ss.

On this 3 day of June, A. D. 1942, before me personally appeared Harry F. Watts and Olive Watts, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

N. Viola Taylor
Notary Public

My commission expires: May 16 - 1943



D E E D

Ford Motor Company
to
Defense Plant Corporation

Register of Deeds) Received for Record, the 1st day
Washtenaw County) ss. of June A. D. 1942 at 4:15
o'clock P. M. and recorded in
Liber 360 of Deeds on page 466.

Katherine W. Skau, Register of Deeds.
Gertrude Egel Clerk.

Washtenaw County Treasurer's Tax Certificate No. 09931

D E E D

THIS INDENTURE, made this 30th day of MARCH, 1942, between FORD MOTOR COMPANY, a Delaware corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as party of the first part, and DEFENSE PLANT CORPORATION, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, as party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, does hereby convey and warrant unto the party of the second part, and/its successors and assigns all those certain pieces or parcels of land in the Township of Ypsilanti, County of Washtenaw and State of Michigan, described as follows, to wit:

Land in Section 12, T 3 S, R 7 E, Ypsilanti Township, Washtenaw County, Michigan, described as follows:

Commencing at the southeast corner of said Section 12, and running thence along the southerly line of said section S 87° 46' 10" W, 2517.91 feet to the S 1/4 corner of said section, continuing thence along said southerly line S 87° 30' 10" W, 1500.79 feet; thence N 0° 01' 10" W, 66.00 feet; thence N 54° 23' 50" W, 712.67 feet; thence N 0° 01' 40" W, 1217.35 feet; thence N 49° 22' 40" E, 763.74 feet; thence N 0° 03' 30" W, 150.00 feet, thence N 89° 59' 40" E, 258.62 feet; thence N 0° 20' 50" E, 1572.88 feet to the southerly line of Ecorse Road of 100 foot width; thence along said southerly line N 69° 33' 00" E, 138.00 feet to a point

on a curve to the left of 2914.93 foot radius; thence along the arc of said curve 431.02 feet to a point of tangency, said point being N 65° 18' 50" E, 430.63 feet from last mentioned point; thence N 61° 04' 40" E, 1960.37 feet to a point on a curve to the right of 1512.88 foot radius; thence along the arc of said curve 699.36 feet to a point of tangency, said point being N 74° 29' 15" E, 693.15 feet from the last mentioned point; thence N 87° 33' 50" E, 909.96 feet to the easterly line of said Section 12; thence along said easterly line S 1° 25' 20" W, 2597.74 feet to the west 1/4 corner of Section 7, T 3 S, R 8 E; continuing thence along said westerly line S 0° 02' 10" W, 2561.15 feet to the point of commencement.

HDO.

Excepting and reserving therefrom a parcel of land in the N.E. 1/4 of Section 12, described as follows:

Beginning at the intersection of the easterly line of Section 12, and the southerly line of Ecorse Road, of 100 foot width, said point being S 1° 25' 10" W, 50.11 ft. from the N.W. corner of Sec. 7, T 3 S, R 8 E, and running thence along said easterly line S 1° 25' 10" W, 749.02 feet; thence S 89° 57' 40" W, 231.82 ft; thence N 0° 02' 20" W, 275.00 feet; thence N 89° 57' 40" E, 205.83 feet; thence N 1° 25' 10" E, 472.53 feet; thence N 87° 34' 00" E, 33.07 feet to the point of commencement, containing 1.845 acres more or less.

HDO.

Also excepting and reserving therefrom a parcel of land in S.W. 1/4 of Section 12, described as follows:

Commencing at a point on the south line of said Section 12, said point being S 87° 30' 10" W, 94.03 feet from the south 1/4 corner of said section; running thence along said south line S 87° 30' 10" W, 290.65 feet; thence N 2° 29' 50" W, 299.37 feet; thence N 87° 30' 10" E, 290.65 feet; thence S 2° 29' 50" E, 299.37 feet to the point of commencement, containing 1.998 acres more or less.

HDO.

Conveying a net acreage of 439.984 acres, more or less.

Subject, however, to existing public rights of way, if any, and such rights, licenses or easements as may have been granted or created in the erection and construction of a bomber airplane factory upon the premises.

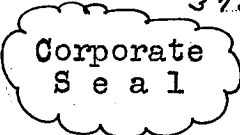
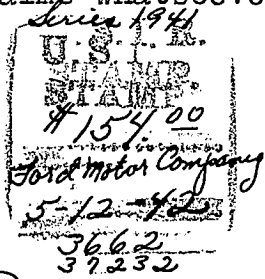
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns FOREVER.

And the said party of the first part, for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the above granted premises in fee simple; that they are free from all encumbrances whatsoever, except only as hereinbefore indicated; and that first party will, and its successors shall forever warrant and defend the same against all lawful claims whatsoever, excepting only the rights, interests or easements hereinbefore mentioned.

In the presence of:

R. H. Powell
R. H. Powell

Frederick Leithe
Frederick Leithe



FORD MOTOR COMPANY

By A. M. Wibel
 Vice President A. M. Wibel

ok
 EJM
 HHO

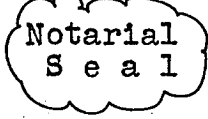
H L Moekle
 ASST. Secretary H. L. Moekle

STATE OF MICHIGAN)
 COUNTY OF WAYNE) SS

On this 30 day of March, in the year one thousand nine hundred and forty-two, before me appeared A. M. Wibel and H. L. Moekle, to me personally known, who, being by me severally duly sworn, did say that they were, respectively, Vice President and Assistant Secretary of the Ford Motor Company, a corporation created and existing under the laws of the State of Delaware; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said A. M. Wibel and H. L. Moekle acknowledged the said instrument to be the free act and deed of the said Ford Motor Company.

Fernando E. Armstrong
 Notary Public, Wayne County, Michigan
 Fernando E. Armstrong

My Commission expires March 18, 1945





QUIT CLAIM DEED

Grantor, RACER Properties LLC, a Delaware limited liability company, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan 48226, quitclaims to Grantee, the Wayne County Airport Authority, a public body corporate, whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal Mezzanine, Detroit, Michigan 48242, the real property described as:

See attached Exhibit A (the "Property")

For the sum of ZERO Dollars (\$0.00).

Subject to any building and use restrictions of record, and further subject to the lien of taxes not yet due and payable.

If applicable, Grantor is conveying the right to make all divisions allowed under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to MCL 207.505(a) and (j) and MCL 207.526(a) and (l).

[Signatures appear on following page]

Time Submitted for Recording
Date 12/26/2013 Time 2:51 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

12

Signature Page to Quit Claim Deed from RACER Properties LLC in favor of
Wayne County Airport Authority

Dated this 19th day of December, 2013.

RACER PROPERTIES LLC,
a Delaware limited liability company

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

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

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

STATE OF District of)
Columbia)^{SS}

On this 17th day of December, 2013, before me, a Notary Public for the State and County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, Administrative Trustee of REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER PROPERTIES LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Quit Claim Deed on behalf of RACER PROPERTIES LLC, a Delaware limited liability company, not individually but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of the Trust, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.



Notary's Signature: Karen M Parsons
Notary's Name: Karen M Parsons
Notary Public, State of _____
County of _____
My Commission Expires 8-14-2015
Acting in _____, County

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015

<p>Send subsequent tax bills to: Grantee</p>	<p>Drafted by: Dawda, Mann, Mulcahy & Sadler, PLC 39533 Woodward Ave., Suite 200 Bloomfield Hills, MI 48304 Attn: Edward C. Dawda</p>	<p>When recorded return to: Kevin J. Clark ✓ Assistant General Counsel Wayne County Airport Authority Detroit Metropolitan Airport L.C. Smith Building-Mezzanine Detroit, Michigan 48242</p>
<p>Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001 / Tax Parcel ID (as of 01/01/14): Part of K-11-12-100-004.</p> <p>Current Tax Parcel ID: Part of 83-025-99-0002-000 / Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701</p>	<p>Recording Fee _____</p>	<p>Transfer Tax Exempt</p>

Exhibit A

Legal Descriptions

Parcel 'B1'

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 58 minutes 35 seconds West a distance of 33.01 feet to a point on the East line of said Section 12, said point being also the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 275.10 feet to a point; thence South 89 degrees 59 minutes 56 seconds West a distance of 231.93 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 North 89 degrees 58 minutes 35 seconds West a distance of 694.47 feet to a point; thence North 44 degrees 58 minutes 35 seconds West a distance of 253.84 feet to a point; thence North 00 degrees 01 minute 25 seconds East a distance of 892.33 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 994.29 feet to the Point of Beginning.

Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-004

Parcel 'B2'

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.

Current Tax Parcel ID: Part of 83-025-99-0002-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701

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LIBER 391 PAGE 178

C841813

LIBER 7478 PAGE 572

RECORDED MAY 15 1945 AT 10 26 O'CLOCK AM
D E E D BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26. MICHIGAN

THIS INDENTURE, made this 7th day of May, 1945, between FORD MOTOR COMPANY, a Delaware corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as first party and DEFENSE PLANT CORPORATION, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, as second party.

WITNESSETH:

That first party, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by second party, the receipt of which is hereby confessed and acknowledged, does hereby convey and warrant to second party and to its successors and assigns all those certain pieces or parcels of land in the Township of VanBuren, Wayne County, State of Michigan and in the Township of Ypsilanti, Washtenaw County, State of Michigan, described as follows, to wit:

1. Lands lying in the NW 1/4 of Section 18, T3S, R8E, VanBuren Township, Wayne County, Michigan, more particularly described as follows:

Beginning at a point on the westerly line of Section 18, S 0° 20' 40" E, 281.71 feet from the northwestern corner of said Section 18, and running thence south 19° 41' 40" E, 829.25 feet, thence south 04° 04' 40" west, 41.50 feet, thence north 39° 36' 38" W, 47.78 feet; thence north 19° 41' 40" west 728.33 feet to the westerly line of said Section 18, thence north 0° 20' 40" west 99.60 feet along said section line to the point of beginning, containing .6055 acre, more or less.

2. Lands lying in the NE 1/4 of Sec. 13, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:

Beginning at the NE corner of Section 13, T3S, R7E, and running thence along the easterly line of said Section 13, S 0° 02' 00" W, 3.27 feet to the NW corner of Section 18, T3S, R8E,; thence along the easterly line of said Section 13, S 0° 20' 40" E., 381.31 feet; thence N 19° 41' 40" W. 340.04 feet; thence S 87° 46' 10" W., 535.27 feet; thence N 02° 13' 50" W. 60.00 feet to the northerly line of said Section 13; thence along said northerly section line N-87° 46' 10" E., 650.00 feet to the place of beginning, containing 1.314 acres more or less.

Subject however to existing public rights of way, if any, and such rights, licenses or easements as may have been granted to or created in



This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 673 Date MAY 15 1945

WAYNE COUNTY TREASURER
CLERK *[Signature]*

the second party in the erection and construction of a bomber airplane factory upon adjoining premises.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto second party and to its successors and assigns FOREVER.

And first party, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the second party, its successors and assigns, that at the time of the execution and delivery of this Deed, it is well seized of the above granted premises in fee simple; that said premises are free from all encumbrances whatsoever, except only as hereinbefore indicated; and that first party will, and its successors shall forever warrant and defend the title hereby conveyed against all lawful claims whatsoever, excepting only the rights, interests or easements hereinbefore mentioned.

In the presence of:

FORD MOTOR COMPANY

R H Powell

R H Powell

Edgar J Matz

Edgar J Matz

By

B J Craig
B J Craig - Vice President

H L Moekle
H L Moekle - Secretary

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)



On this 7th day of May, in the year one thousand nine hundred and forty-five, before me appeared B. J. Craig and H. L. Moekle, personally known, who, being by me severally duly sworn, did say that they were, respectively, Vice President and Secretary of the Ford Motor Company, a corporation created and existing under the laws of the State of Delaware; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said B. J. Craig and H. L. Moekle acknowledged the said instrument to be the free act and deed of the said Ford Motor Company.

Roderick H Powell

Roderick H Powell

My Commission expires November 1, 1946 NOTARY PUBLIC, WAYNE COUNTY, MICHIGAN

REGISTER OF DEEDS | SS RECORDED 5/29 45 4:00
WASHTENAW COUNTY | 1945

Allan A Seymour

REGISTER Page 21 of 389

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B341534

Plancor 151 BOOK 9796 PAGE 301
University of Michigan
Ann Arbor, Michigan
(Conveyance of Airport Property)
Contract No. UB-6(a)-752

QUITCLAIM DEED

THIS INDENTURE, made this 8th day of April 1949,

between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 P. R. 4534, 4535), and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part (also hereinafter referred to as the "Government") and the Regents of the University of Michigan, a constitutional body corporate of the State of Michigan, with its principal office in the City of Ann Arbor, County of Washtenaw, State of Michigan, hereinafter referred to as the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, does by these presents remise, release and forever quitclaim to the said party of the second part, its successors and assigns, under and subject to the reservations, restrictions and conditions, exceptions and reservation of fissionable materials and rights hereinafter set out, all its right, title and interest in the following described property situate in the Township of Van Buren, County of Wayne, State of Michigan, to wit:

That portion of the Southwest quarter (SW $\frac{1}{4}$) of Section 9, Township 3 South, Range 8 East, of the Michigan Meridian described by a line beginning at a point on the west line of Section 9, Distant N. 0° 53' East, 2074.81' from the Southwest corner of said section; thence along the west line of said section, North 0° 53' East, 554.94'; thence South 89° 08' East, 1182.88'; thence South 0° 53' West, 554.94'; thence North 89° 08' West 1182.88' to the point of beginning, containing 15.0695 acres, more or less, having been acquired by the Government by Warranty Deed executed under date of April 29, 1943 on behalf of the Ford Motor Company by E. J. Craig, Secretary, and of record in the Office of the Register of Deeds for Wayne County, Michigan under date of April 30, 1943, as Instrument No. C-664418, in Liber 6512 of W. C. R. on Page 383.

MAY 18 1949
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26, MICHIGAN

Together with the following described buildings located upon the above-described lands and upon those lands conveyed to the party of the second part by a certain quitclaim deed executed on behalf of this Administration under date of January 31, 1946 and delivered to the party of the second part on February 7, 1947, of record in the Office of the Register of Deeds for Washtenaw County, Michigan, in Liber 446 of Records, Pages 232-254 and in the Office of the Register of Deeds for Wayne County, Michigan, in Liber 4865 of Deeds, Page 438, said buildings being numbered and described as follows:

Number	Name
1	Flagpole
2	Headquarters
8	Recreation Hall
15	Gas Station
16	Garage
21	Storage Garage
22	Test Building
25	Latrine
30	Oil Storage House
31	Warehouse
33	Warehouse
34	Warehouse
350	Operation Building Base
360	Fire House
361	Bomb Site Storage
361A	Heating Plant
556	Operations Building

Together with those items of maintenance equipment as listed on Exhibit "A" attached and incorporated into this instrument and subject to existing easements, if any, for roads, highways, public utilities, pipelines and otherwise, including the rights of the public in Beck Road, a public road running adjacent thereto.

All of the aforescribed property having been acquired by the Government as a portion of that installation known as Willow Run Army Airfield, Ypsilanti, Michigan.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above-described premises which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this

conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvements, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

And further excepting from this conveyance and reserving to the party of the first part, in accordance with Executive Order 9908, approved on December 5, 1947, (12 Fed. Reg. 8223) all uranium, thorium, and all other materials determined pursuant to Section 5 (b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such

other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and applicable rules, regulations and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said party of the second part, its successors and assigns forever.

By the acceptance of this deed or any rights hereunder the party of the second part for itself, its successors and assigns, agrees that all of the terms, conditions, restrictions, reservations and covenants as contained in this instrument shall be as fully and completely applicable to all of those portions of the property known as the Willow Run Army Airfield, Ypsilanti, Michigan, previously acquired by the party of the second part by Quitclaim Deed from this Administration to the Regents of the University of Michigan, executed under date of January 15, 1947 and of record in the Office of the Register of Deeds for Wayne County, Michigan under date of February 13, 1947 at Liber 8465 of Deeds, Page 438, and in the Office of the Register of Deeds for Washtenaw County, Michigan under date of February 24, 1947 at Liber 446 of Records, Page 232-254 by supplemental indenture to said deed, dated September 26, 1947, and of record in the Office of the Register of Deeds for Wayne County, Michigan,

under date of April 27, 1948, as Document Numbered X193884, and in the Office of the Register of Deeds for Washtenaw County, Michigan, under date of April 16, 1948 as a Bill of Sale by supplemental indenture to said deed dated April 7, 1948, and of **BOOK 9796 PAGE 305** record in the Office of the Register of Deeds for Wayne County, Michigan, under date of April 27, 1948 as Document Numbered X193883, and in the Office of the Register of Deeds for Washtenaw County, Michigan, under date of April 16, 1948, as a Bill of Sale, as if the same were incorporated into the aforementioned documents, and the terms, conditions, restrictions, reservations and covenants as contained in this instrument are hereby incorporated by reference into the deed and supplemental indentures mentioned herein, and in case the provisions of the present Quitclaim Deed may be deemed to in any way conflict with the provisions of the aforesaid deed and supplemental indentures the terms, conditions, restrictions, reservations and covenants as contained in the present Quitclaim Deed shall prevail.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and applicable rules, regulations and orders:

- (1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use

and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

- (2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agree to,

and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Reorganization Plan One of 1947 (13 Fed. Reg. 4534) and applicable rules, regulations and orders:

- (1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- (2) That the United States of America, through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft; Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.
- (3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge,

of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

- (1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;
- (2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of **BOOK 9796** **PAGE 309**

this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the airport at which such property is located; Provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sum as the War Assets Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the War Assets Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or

part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

- (1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not

occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.

BOOK 9796 PAGE 311

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
WAR ASSETS ADMINISTRATOR

By Otto G. Klein (SEAL)
Otto G. Klein
Regional Director
War Assets Administration
Chicago, Illinois

WITNESSES:

John J. Lawrence
John J. Lawrence
Rose Steinberg
Rose Steinberg

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this 8th day of April 1949, before me, a Notary Public in and for Cook County, Illinois, personally appeared OTTO G. KLEIN, known to me to be the person whose name is subscribed to the within instrument and to me known to be the Regional Director, War Assets Administration, who being duly sworn acknowledged that pursuant to Delegation of Authority of the War Assets Administrator, dated July 1, 1948 and the provisions of Surplus Property Act of 1944, he has been duly designated, authorized and empowered by the War Assets Administrator to execute the within instrument

Deed on behalf of said Administrator; that he further acknowledged that he executed said Quitclaim Deed on behalf of, and as and for the voluntary act and deed of said Administrator, acting on behalf of the UNITED STATES OF AMERICA; and that he executed the same in the capacity therein stated, and for the purposes and consideration therein expressed.

GIVEN under my hand and seal this 8th day of April

1949.

~~REDACTED~~

Carolyn Westgate
Notary Public, and for
Cook County, Illinois
Carolyn Westgate

My Commission Expires:

August 30 1949



Plencor 151
University of Michigan
Ann Arbor, Michigan
Contract No. 75-5(a)-752
(Conveyance of Airport Property)

EXHIBIT "A"

PERSONAL PROPERTY

Turntable located on Airfield

BOOK 9796 PAGE 313

Kitchen and Cafeteria Equipment

<u>SFB-1 No.</u>	<u>DPG Invt. No.</u>	<u>Quantity</u>	<u>Description</u>
A-1550	Cont. 1761	2	Ranges
		1	Fryer
		1	Steamer
		1	Drip Pan
		1	Canopy
		1	Cook's table
		1	Warmer
		1	Cook's table
		1	Mixer
		1	Toaster
		1	Urn Stand
		1	Coffee Maker
		1	Set-up table
		1	Salad table and sink
		1 Set	Cabinets
		1	Dishwasher
		2	Dish tables
		1	Peeler
		1	Drip Pan
		1	Pot and Vegetable sink
		2	Pot tables
		Lot	Storeroom Shelving

Dormitory Furniture

<u>Quantity</u>	<u>Description</u>
1	Vanity Light, Bedside (1 drawer) MA-3398-B2
1	Bench MA-3398-WW12
1	" " MA-3398-WW15
1	" " MA-3398-WW10
1	" " MA-3398-WW17
1	" " MA-3398-WW4
1	" " MA-3398-WW11
1	" " MA-3398-WW7
1	" " MA-3398-WW8
1	" " MA-3398-WW14
1	" " MA-3398-UU9
1	" " MA-3398-WW16
1	" " MA-3398-WW13
1	" " MA-3398-WW18
1	" " MA-3398-UU6
1	" " MA-3398-UU8
1	" " MA-3398-UU1

Dormitory Furniture Cont.

Pilot's Lounge, Room 406, Fourth Floor

1	Desk	Single	MA-3398-V1
1	Chair	Leather arm	MA-3398-KK8
1	"	"	MA-3398-KK3
1	"	"	MA-3398-KK5
1	"	"	MA-3398-KK4
1	"	"	MA-3398-KK6
1	"	"	MA-3398-KK1
1	"	"	MA-3398-KK7
1	"	"	MA-3398-KK2
1	Table	End	MA-3398-004
1	"	Round Conference	MA-3398-JJ1
2	Ash trays	Stand	

Officer's Quarters, Room 407, Fourth Floor

1	Bench		MA-3398-02
1	Bed	(with springs & mattress)	MA-2651
1	"		MA-3398-A4
1	"		MA-3398-A5

Officer's Dormitory, Room 420, Fourth Floor

1	Bench	Vanity, (blond)	MA-3398-02
1	Chair	Leather "	MA-3398-02
1	"	" "	MA-3398-Q1
1	Bed	single, blond, (spr. & Mat.)	MA-3398-L1
1	"	" "	MA-3398-L2
1	Table	Blond (7 dwrs.)	MA-3398-S1
1	Dresser	Men's blond	MA-3398-N1

Officer's Dormitory, Room 420-A, Fourth Floor

1	Bench	Vanity, (blond)	MA-3398-03
1	"	" "	MA-3398-04
1	Bed	Single " (spr. & mat)	MA-3398-L3
1	"	" "	MA-3398-L4
1	"	" "	MA-3398-A6
1	Table		MA-3398-S4
1	Dresser	Men's	MA-3398-N2

Officer's Dormitory, Room 421, Fourth Floor

1	Bench	Vanity (blond)	MA-3398-07
1	"	" "	MA-3398-08
1	Bed	Single "	MA-3398-L7
1	"	" "	MA-3398-L8
1	Table	Bedside "	MA-3398-P4
1	Chair	Leather "	MA-3398-05
1	Table	Blond (1 dwr)	MA-3398-S2
1	Chair	Red Upholstery (arm)	MA-733-K74
1	Dresser	Men's Blond	MA-3398-M2
1	Mirror		

Dormitory Furniture Cont.

BOOK 9796 PAGE 314

Quantity	Description		
1	Bed Spr. & Mat.	Double Deck Bunk (blond)	MA-3398-RR10
1	"	"	MA-3398-RR14
1	"	"	MA-3398-RR13
1	"	"	MA-3398-RR12
1	"	"	MA-3398-RR11
1	"	"	MA-3398-RR18
1	"	"	MA-3398-RR8
1	"	"	MA-3398-RR9
1	Locker	Blond	MA-3398-SS14
1	"	"	MA-3398-SS13
1	"	"	MA-3398-SS16
1	"	"	MA-3398-M10
1	"	"	MA-3398-M9
1	"	"	MA-3398-M8
1	"	"	MA-3398-SS10
1	"	"	MA-3398-SS11
1	"	"	MA-3398-M5
1	"	"	MA-3398-M4
1	"	"	MA-3398-M3
1	"	"	MA-3398-SS9
1	"	"	MA-3398-S8
1	"	"	MA-3398-SS6
1	"	"	MA-3398-SS1
1	"	"	MA-3398-SS2
1	"	"	MA-3398-SS17
1	"	"	MA-3398-SS3
1	"	"	MA-3398-12
1	"	"	MA-3398-SS5
1	"	"	MA-3398-SS4
1	"	"	MA-3398-SS16
1	Vanity	Bedside (4 dwr.)	MA-3398-VV3
1	"	"	MA-3398-VV9
1	"	"	MA-3398-VV8
1	"	(1 dwr.)	MA-3398-B1
1	Bed Spr. & Mat.	Double Deck Bunk (blond)	MA-3398-RR5
1	"	"	MA-3398-RR6
1	"	"	MA-3398-RR8
1	"	"	MA-3398-RR7
1	"	"	MA-3398-RR2
1	"	"	MA-3398-RR1

Officers Quarters, Room 404, Fourth Floor

1	Desk	Bedroom type	MA-3398-H1
1	Table		MA-3398-F1
1	Bench		MA-3398-D5
1	Bench		MA-3398-D1
1	Night stand	4 drawers	MA-3398-VV5
1	Bed	(with springs & mattress)	MA-3398-A1
1	Bookcase	1 drawer	MA-3398-A3
1	Chest	6 "	MA-3398-B3
1	Wardrobe		MA-3398-C1
1	Mirror		MA-3398-SS7
1	Chair		MA-3398-I1

Dormitory Furniture Cont.

Officer's Dormitory, Room 422, Fourth Floor

1	Bench		MA-3398-09
1	"		MA-3398-010
1	Chair	(uphol. armchair)	MA-733-K96
1	Chest	(6 dwr.)	MA-3398-N5
1	Mirror		
1	Chair		MA-3398-Q4
1	Desk	(Bedroom)	MA-3398-S5
1	Bookcase	(1 dwr.)	MA-3398-P6
1	Bed	(with spr. and Matt.)	MA-3398-L8
1	Bed	"	MA-3398-L10

Officer's Dormitory, Room 423, Fourth Floor

1	Desk	Bedroom type	MA-3398-S3
1	Chair	"	MA-3398-Q3
1	Chest	6 dwr.	MA-3398-N5
1	Bench		MA-3398-Q5
1	"		MA-3398-Q6
1	Bookcase	1 dwr.	MA-3398-P3
1	Bed	with spr. and mattress	MA-3398-L6
1	Mirror		
1	Bed	with spr. and mattress	MA-3398-L6

EXHIBIT III - PERSONAL PROPERTY

EXHIBIT "A" #151-12

1	Metal examining table				MA 228- 15
1	Metal Costumer				MA 228- A28
1	" "				MA 228- A27
1	" "				MA 5742-B1
1	Metal Cot				MA 5742-B2
1	Metal 23 place waiting bench				MA 62- X85
1	White Tubular chair metal				MA 5443-B1
1	" " " "				MA 3714-A31
1	" " " "				MA 3714-A32
1	" " " "				MA 3714-A33
1	" " " "				MA 3714-A34
1	" " " "				MA 3714-A35
1	" " " "				MA 3714-A36
1	White chair metal wood bottom				MA 3714-A36
1	" " " " "				MA 3763-A28
1	" " " " "				MA 3763-A29
1	" " " " "				MA 3763-A30
1	" " " " "				MA 3763-A31
1	" " " " "				A 3763-A32
1	Sun Lamp				MA 3944-A1
1	Folding Screen Frame - Metal				MA 230 -120
1	Infra heat Lamp				MA 235 -A6
1	Leg Rest				L 7057 -
1	Medical scales				MA 236 -A5
1	X-ray machine				A 2035-A1
1	McKesson Resuscitator				MA 2142-A1
1	Metal Hospital bed - single with springs				MA 2655-A7
1	" " " " " " " "				MA 2655-A8
1	White enamel table on castors				No MA number
2	Hospital bed - single with springs - metal				" " "
1	Wood reading table 20" x 36"				" " "
1	Stainless steel foot bath				" " "
1	Stainless steel sterilizer				" " "
4	Bottle tables with storage below 18" x 36"				" " "
1	" " " " " " 18" x 48"				" " "
5	Sanitary waste disposal cans 10" dia.				" " "
1	" " " " " " on castors 18" dia.				" " "
5	Metal bottle carts				" " "
2	Medical supply cabinets--glass doors & shelves				" " "
12	Metal personal lockers				" " "
1	Double metal storage cabinet	18" x 72" x 84"			" " "
1	Wood linen cabinet	34" x 30" x 84"			" " "
1	Towel bag stand	27" dia.			" " "
1	" " "	19" dia			" " "
1	Stainless steel dentist's chair				" " "
1	Eye testing machine on stand				" " "
1	Bronbach Perimeter				" " "
1	Ocilograph in case				" " "
1	Test unit in case				" " "
1	China Lavatory				" " "
1	Wood bench - leather top				" " "
1	Wood table	15" x 30"			" " "
1	Display board multiplex				MA 4907-A1

9796
 317
 O.L.



O.L.

EXHIBIT "A" # 151-12 Cont.

1	Propeller Carrier	MA 4310-A1
1	"	MA 4310-A2
1	"	MA 4310-A6
1	"	MA 4310-A10
1	Hydraulic test unit	MA 962
1	Display board multiplex	MA 4907 -A1
1	Electromatic typewriter	MA 5422-A1

EXHIBIT "A" # 151-10

2	Motor Generator sets	MA 1179-A1,A2
1	Steel enclosed cubicle	MA 1179-A3
26	Fire & Patrol boxes	MA 2754-A18 thru A45
1	Installation of boxes	MA 1510
1	Generator	MA 1174-A1 ✓
1	"	MA 1174-A2 ✓
1	Walk in refrigerator	Cont. 1763
	Venetian blinds	MA 2115

EXHIBIT "A" # 151-14

4	Cranes in hangar 1	Cont. 1712
1	Crane in hangar 2	Cont. 1712

EXHIBIT "A" # 151-16

1	Dump truck	D-19043-A14
1	Truck broom	MA 5548-A2
1	Dump truck	D-11727-A15 ✓
1	Rotating broom	MA 2759-A1 ✓

NO EXHIBIT "A"

2	Lots Steel Sectional Storage compartments	MA 248 & MA 249
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D341534

RECEIVED
WAYNE COUNTY MICH.

1949 MAY 18 AM 11 53

333 122 YOUNGBLOOD
100 100 100 100

605A x

REGISTER OF DEEDS OFFICE } ss
WAYNE COUNTY, MICH.

THIS INSTRUMENT WAS RECEIVED FOR RECORD
MAY 15 1949

AT 11:30 O'CLOCK P.M.
AND RECORDED IN LIBER 5425
WAYNE COUNTY RECORDS ON PAGE 300

Samuel J. Youngblood
REGISTER OF DEEDS

*EQ. Commissioner
Administration Building
Lansing Mich.*

8-1-49

AT-1949 00298 P A DDS-

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B522026

THIS DEED, made this 1ST day of December, D. 1950, between FORD MOTOR COMPANY, a corporation organized and existing under the laws of the State of Delaware, and duly authorized to do business in Michigan, with office at 3000 Schaefer Road, Dearborn, Michigan, as Grantor, and THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional corporation, as Grantees, whose address is Ann Arbor, Michigan.

DEC 28 1950
DENIARD J. YOUNG, Register of Deeds
WAYNE COUNTY & MICHIGAN

WITNESSETH:

That for One Dollar (\$1.00), the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantees all its right, title and interest in and to land in the Township of Van Buren, County of Wayne, State of Michigan, described as:

Commencing at an iron pipe monument marking the west quarter post of Section 18, Town 3 South, Range 8 East, and running thence North 0° 18' West 1125.35 feet along the west line of said section to an iron pipe monument; thence North 48° 07' 30" East 345.20 feet to an iron pipe monument; thence South 4° 04' 40" West 21.0 feet to an iron pipe monument; thence South 5° 28' East 202.23 feet to an iron pipe monument; thence South 6° 59' 20" East, 1030.14 feet to an iron pipe monument; thence South 33° 35' East 138.19 feet to an iron pipe monument in the east and west quarter line of said section; thence North 89° 30' West 471.19 feet along the east and west quarter line of said section to the place of beginning, containing 9.656 acres of land, more or less, and being part of the northwest quarter of said section.

Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the premises as before described, with the appurtenances, to the said Grantees, their successors and assigns, Forever. And the Grantor, for itself, its successors and assigns, does covenant and agree to and with the Grantees, their successors and assigns that it has not heretofore done or committed or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the title and estate hereby conveyed, or any part thereof, are or shall be charged or encumbered, (except as to visible easements and easements and restrictions of record.)

THIS IS TO CERTIFY THAT THERE ARE NO TAX LIENS OR TAXES ON THIS PROPERTY AND THAT TAXES ARE PAID FOR FIVE YEARS PREVIOUS TO DATE OF THIS INSTRUMENT EXCEPT 1950 NOT EXAMINED

NO REVENUE ATTACHED

No 77
DEC 28 1950
Harold E. Stoll
WAYNE COUNTY TREASURER
Clerk

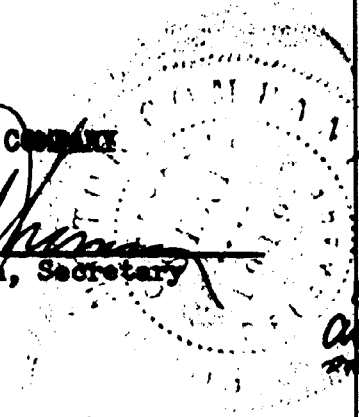
IN WITNESS WHEREOF, the said Ford Motor Company has caused this Deed to be signed in its name by its Secretary and sealed with its corporate seal on the day and year stated in the commencement of this Deed.

IN PRESENCE OF:

H. D. Newberry
H. D. Newberry

A. H. Madsen, Jr.
A. H. Madsen, Jr.

FORD MOTOR COMPANY
By F. A. Thomson
F. A. Thomson, Secretary



STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 1st day of December, A.D. 1950, before me, a Notary Public in and for said county, appeared F. A. Thomson to me personally known who being by me sworn, did say that he is the Secretary of Ford Motor Company, the corporation named in and which executed this deed and that the seal affixed to this deed is the corporate seal of said corporation, and that this deed was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said F. A. Thomson acknowledged this deed to be the free act and deed of said corporation.

Hawley D. Newberry
Hawley D. Newberry
Notary Public, Wayne County, Michigan
My commission expires: January 22, 1952

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THIS QUIT CLAIM DEED, made the 7TH day of *December* A.D. 1950, between FORD MOTOR COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, with offices at 3000 Schaefer Road, Dearborn, Michigan, as Grantor, and THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional corporation, with offices at Ann Arborn, Michigan, as Grantees,

WITNESSETH:

That Grantor for One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby quit claim to Grantees and to their successors and assigns, Forever, land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Commencing at a point on the east line of Section 13 which is 825 feet north of the East 1/4 corner and running thence north on said section line 429 feet to a point, thence west 165 feet to a point, thence south parallel with the east section line 429 feet to a point, thence east 165 feet to the point of beginning.

Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To Have and to Hold the said premises to the Grantees, and to their successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its Secretary and sealed with its corporate seal, the day and year first above written.

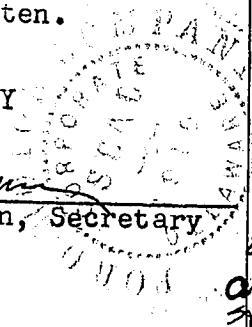
Signed, sealed and delivered in presence of:

A. H. Madsen, Jr.
A. H. Madsen, Jr.

H. D. Newberry
H. D. Newberry

FORD MOTOR COMPANY

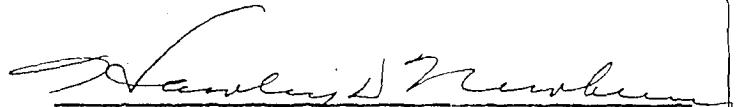
By *F. A. Thomson*
F. A. Thomson, Secretary



RECEIVED FOR RECORD December
AD 1950 at 2:51 o'clock P.M. 27th.
Leigh H. Thomas
Register of Deeds - Washtenaw Co.

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 7th day of December A. D. 1950, before me, a Notary Public in and for said county, appeared F. A. Thomson to me personally known, who, being by me duly sworn did say that he is the Secretary of Ford Motor Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said F. A. Thomson acknowledged said instrument to be the free act and deed of said corporation.



Hawley D. Newberry
Notary Public, Wayne County, Michigan

My commission expires: January 22, 1952



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TAX CERTIFICATE

No 41266

State of Michigan
County of Washtenaw

Ann Arbor, Michigan Dec 27 1950

I, W. F. VERNER, Treasurer of said County, do hereby certify that I have examined the tax records in my office and that the taxes assessed upon the lands described in the annexed deed have been paid, except as provided by Act 126, Public Acts of 1933 and by Act 11, Public Acts of 1934, and by Act 28, Public Acts of 1937, and excepting such taxes as may have been rejected for any reasons by the State of Michigan or County of Washtenaw, and that it does not appear from said records that the State of Michigan or any individual holds any tax deed or lien upon said premises for a period of FIVE YEARS PRECEDING THE DATE OF SAID DEED.

This certificate does not apply to taxes, if any, now in the process of collection by township, city or village collecting officers.
Receipt of ~~FIFTEEN~~ ³⁴ CENTS fee for this certificate is acknowledged

W. F. Verner
(County Treasurer)

L. H. Thomas REGISTER

Co. Treas. Tax Certificate No. 41266

THIS DEED, made this 7TH day of *December* A.D. 1950, between FORD MOTOR COMPANY, a corporation organized and existing under the laws of the State of Delaware, and duly authorized to do business in Michigan, with offices at 3000 Schaefer Road, Dearborn, Michigan, as Grantor, and THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional corporation, as Grantees, whose address is Ann Arbor, Michigan,

WITNESSETH:

That for One Dollar (\$1.00), the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantees all its right, title and interest in and to land in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as:

Commencing at an iron pipe monument marking the east quarter post of Section 13, Town 3 South, Range 7 East, said point being South 0° 18' East and 98.2 feet from the west quarter post of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, and running thence South 0° 18' East 335.50 feet along the east line of said section to an iron pipe monument; thence South 89° 00' West 1328.83 feet to an iron pipe monument in the east line of Huron Dam Subdivision; thence North 0° 27' 30" West along the east line of Huron Dam Subdivision and its extension northerly 393.71 feet to an iron pipe monument; thence North 48° 07' 30" East, 1777.77 feet to an iron pipe monument in the east line of said section; thence South 0° 18' East 1223.54 feet to the place of beginning, containing 29.772 acres of land, more or less, and being part of the east half of said section, excepting from the foregoing description that part which would be included in the foregoing description of a parcel of land described as commencing at a point on the east section line of Section 13 which is 825 feet north of the East 1/4 corner and running thence north 429 feet, thence west 165 feet, thence south parallel with the east line of Section 13 and running thence east 165 feet to the point of beginning.

Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining; TO HAVE AND TO HOLD the premises as before described, with the appurtenances, to the said Grantees, their successors and assigns, Forever. And the Grantor, for itself, its successors and assigns, does covenant and agree to and with the Grantees, their successors and assigns that it has not heretofore done or committed or willingly suffered to be done or committed, any

act, matter or thing whatsoever, whereby the title and estate hereby conveyed, or any part thereof, are or shall be charged or encumbered, except as to visible easements and easements and restrictions of record.

IN WITNESS WHEREOF, the said Ford Motor Company has caused this Deed to be signed in its name by its Secretary and sealed with its corporate seal on the day and year stated in the commencement of this Deed.

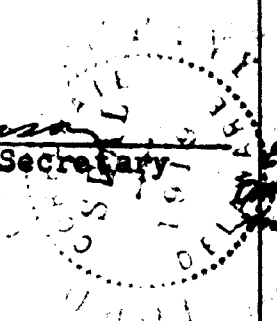
IN PRESENCE OF:

FORD MOTOR COMPANY

H. D. Newberry
H. D. Newberry

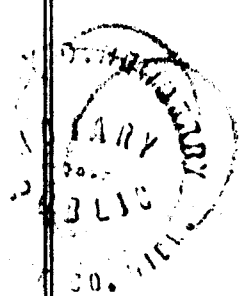
By F. A. Thomson
F. A. Thomson, Secretary

A. H. Madsen, Jr.
A. H. Madsen, Jr.



STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 7th day of December A.D. 1950, before me, a Notary Public in and for said county, appeared F. A. Thomson to me personally known who being by me sworn, did say that he is the Secretary of Ford Motor Company, the corporation named in and which executed this deed and that the seal affixed to this deed is the corporate seal of said corporation, and that this deed was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said F. A. Thomson acknowledged this deed to be the free act and deed of said corporation.



Hawley D. Newberry
Hawley D. Newberry
Notary Public, Wayne County, Michigan

My commission expires: January 22, 1952

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6629418

Form 561 6-75

Lawyers, The Insurance Corporation

WARRANTY DEED—Statutory Form
C.L. 1948, 565.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That Avern Cohn and Joyce Cohn, his wife, Richard Sloan and Sheila Sloan, his wife, Paul Zuckerman and Helen Zuckerman, his wife, Arthur Howard, Trustee of the Arthur Howard Living Trust dated 12/31/75, and Milton M. Howard, Trustee of the Milton M. Howard Trust dated 7/31/78, whose address is 16500 North Park Drive, Suite 102, Southfield, Michigan 48075 Convey(s) and Warrant(s) to

The Board of County Road Commissioners of the County of Wayne, Michigan whose address is 415 Clifford Street, Detroit, Michigan 48226.

LI 21287 PA 455

the following described premises situated in the Township of Van Buren and State of Michigan, to-wit: Part of the S.W. 1/4 of Sec. 18 County of Wayne described as:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

RECORDED NOV 18 1981 AL 3:10 P
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

DESCRIPTION O.M.
ADMINISTRATIVE O.M.
LEGAL O.M. as to form

JEB

For the full consideration of the sum of One Dollar, "M.S.A. 7.456, Section 5 (a)".

Subject to easements and restrictions of record.

Dated this 16th day of December 1980

Witnesses:

Patricia Bertling
Patricia Bertling

Barbara Ellen Trebilcote
Barbara Ellen Trebilcote

Avern Cohn (Avern Cohn) (U.S.)
Joyce Cohn (Joyce Cohn) (U.S.)
Richard Sloan (Richard Sloan) (U.S.)
Sheila Sloan (Sheila Sloan) (U.S.)
Paul Zuckerman (Paul Zuckerman) (U.S.)
Helen Zuckerman (Helen Zuckerman) (U.S.)
Arthur Howard (Arthur Howard, Trustee of the Arthur Howard Living Trust dated 12/31/75) (U.S.)
Milton M. Howard (Milton M. Howard, Trustee of the Milton M. Howard Trust dated 7/31/78) (U.S.)

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16th day of December 1980 by Avern Cohn and Joyce Cohn, his wife, Richard Sloan and Sheila Sloan, his wife, Paul Zuckerman and Helen Zuckerman, his wife, Arthur Howard, Trustee of the Arthur Howard Living Trust and Milton M. Howard, Trustee of the Milton M. Howard Trust.

Notary Public Wayne County, Michigan
My commission expires: 2/6/82
Business Address 16500 North Park Dr., Suite 102,
Southfield, Michigan 48075

City Treasurer's Certificate
use to certify County Treasurer's Certificate
property and that taxes are paid for FIVE YEARS previous
date of this instrument EXCEPT

NOV 18 1981
WAYNE COUNTY TREASURER
[Signature]

Recording Fee

State Transfer Tax

When recorded return to

Send subsequent tax bills

NO REVENUE ATTACHED

Tax Parcel # 18G-J1a1a1 071-99-001-003
21287-455

42402

EXHIBIT A

LI 21287 PA 456

That part of the Southwest $\frac{1}{4}$ of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, which is described as follows: Beginning at a point on the West line of Section 18, distant North 3 degrees 11 minutes 24 seconds West 1585.48 feet from the Southwest corner of said Section, and proceeding thence South 85 degrees 50 minutes 33 seconds East, 822.16 feet to the centerline of Rawsonville Road; thence North 18 degrees 30 minutes 00 seconds West, 148.57 feet; thence North 87 degrees 08 minutes 51 seconds East, 61.55 feet to the centerline of Rawsonville Road; thence along said centerline and the Westerly boundary of Willow Run Airport, North 12 degrees 21 minutes 43 seconds East, 77.45 feet, North 7 degrees 52 minutes 02 seconds West 365.47 feet and North 36 degrees 28 minutes 20 seconds West 651.55 feet to the East and West $\frac{1}{4}$ line of Section 18, thence South 87 degrees 35 minutes 00 seconds West 471.19 feet to the West $\frac{1}{4}$ corner of said Section; thence South 3 degrees 11 minutes 14 seconds East, 70.62 feet to the East $\frac{1}{4}$ corner of Section 13, Town 3 South, Range 7 East, thence South 3 degrees 11 minutes 24 seconds East, 957.08 feet to the Point of Beginning.

Together with an easement for ingress and egress, 40 feet in width, the centerline of which is described as follows: Commencing at the Southwest corner of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence along the West line of said Section 18, North 0 degrees 53 minutes 08 seconds West, 693.85 feet to the Northerly right-of-way line of the North Service Road of Highway I-94, thence along said Northerly right-of-way line South 54 degrees 30 minutes 00 seconds East, 143.71 feet and South 58 degrees 46 minutes 58 seconds East, 165.93 feet and South 67 degrees 20 minutes 55 seconds East 165.93 feet and South 75 degrees 54 minutes 51 seconds East 22.03 feet to the centerline of Rawsonville Road and the point of beginning; thence North 16 degrees 20 minutes 56 seconds East 695.13 feet; thence North 20 degrees 59 minutes 11 seconds East 138.05 feet to Point "A" on the centerline, thence North 22 degrees 06 minutes 03 seconds East, 264.91 feet to a point of ending on the Northerly line of the parcel, said point being North 83 degrees 35 minutes 50 seconds West 20.77 feet from the Northeast corner of the Parcel, also beginning at Point "A" on the centerline; thence North 0 degrees 53 minutes 08 seconds West 257.11 to the point of ending on the Northerly line of the parcel, said point being North 83 degrees 35 minutes 50 seconds West 125.07 feet from the Northeast corner of the Parcel.

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July 27, 1965

Mr. L. C. Andrews
Chief Engineer
Michigan Department of Aeronautics
Lansing, Michigan

Dear Mr. Andrews:

Re: Project 9-20-057-5904

In connection with the subject project, the University acquired title during the calendar year 1959 to six parcels of land adjacent to Willow Run Airport and obtained a permit to clear obstructions from a seventh parcel. The details of the condition of the title to these properties are as follows:

- 1. Parcel 05Q - Land in the Township of Van Buren, County of Wayne, State of Michigan, described as follows:

Part of the west 10 acres of the southwest quarter of the southeast quarter of Section 5, Town 3 South, Range 8 East described as: the east 150 feet of the west 180 feet of the south 293 feet of the southwest quarter of the southeast quarter of Section 5.

Parcel 05Qa - 05Qa

The west 30 feet of the south 293 feet of the southwest quarter of the southeast quarter of Section 5.

Parcel 05Q was acquired by warranty deed dated March 12, 1959, from George C. Wilson and Helen E. Wilson, his wife, which deed was recorded in the Office of Registrar of Deeds of Wayne County on March 30, 1959, in Liber 13,908, Page 840, and Parcel 05Qa was acquired by warranty deed dated March 10, 1959, from Charles Wendell Smith and Charlene L. Smith, his wife, which deed was recorded in the Office of Registrar of Deeds for Wayne County, Michigan, on March 30, 1959, in Liber 13,908, Page 836.

March 30, 1959, in Liber 13,908 Page 836

13,908 Page 840

Christa L. Smith

COPY

Mr. L. C. Andrews

-2-

July 27, 1965

In my opinion, The Regents of the University of Michigan acquired title in fee simple to the aforesaid parcels by virtue of the above-described conveyances.

2. Parcel 05L1 - Land in the Township of Van Buren, County of Wayne, State of Michigan, described as:
The easterly 750 feet of the following described parcel of

A part of the west half of section 5, more particularly described as: Commencing at a point on the west line of section 5, said point being due north 665.4 feet from the southwest quarter corner of section 5 and proceeding thence along the west line of section 5, due north 330.6 feet to a point; thence due east 2609.62 feet to a point; thence south 2 degrees 30 minutes east 302.70 feet to a point; thence south 89 degrees 23 minutes west 2623 feet to the point of beginning, excepting therefrom the west 60 feet to be used for road purposes. Subject to building restrictions and easement of record. Also granting to the second party a right of ingress and egress over and across the westerly portion of the above-described parcel of land to Denton Road for the sole purpose of the removal of trees which are now located on the said property. That such removal shall take place during the dormant season and shall in no manner injure or damage the property retained by the first parties. All trees to be removed on or before April 1st, 1961.

This property was acquired by a warranty deed from L. Casper Goldsmith and Helen H. Goldsmith, husband and wife, and Frederick W. Mucke, a single man, dated March 13, 1959, which deed was recorded in the Office of the Register of Deeds of Wayne County, Michigan, on March 30, 1959, in Liber 13,908, Page 835.

In my opinion, The Regents of the University of Michigan acquired title in fee simple to the above-described parcel by virtue of the said conveyance.

COPY

Mr. L. C. Andrews

-3-

July 27, 1965

3. Parcel 05L2C2 - Land in the Township of Van Buren, County of Wayne, State of Michigan, described as:

The easterly 350 feet of the following described parcel of land: A part of the west half of Section 5, more particularly described as: Beginning at a point on the west line of Section 5, said point being due north 1293 feet from the southwest corner of Section 5 and proceeding thence along the west line of Section 5, due north 115.5 feet to a point; thence due east 2591.60 feet to a point; thence south 2 degrees 30 minutes east 115.61 feet to a point; thence due west 2596.65 feet to the point of beginning, excepting therefrom the west 60 feet to be reserved for road purposes.

This property was acquired by warranty deed dated March 12, 1959, from Henry Campbell and Virginia Campbell, his wife, which deed was recorded in the Office of Register of Deeds of Wayne County, Michigan, on March 30, 1959, in Liber 13,908, Page 833.

It is my opinion that The Regents of the University of Michigan acquired title in fee simple to the said parcel by virtue of the said conveyance.

4. Parcel 05P - Land in the Township of Van Buren, County of Wayne, State of Michigan, described as:

The east 220 feet of the south 293 feet southwest of the south half of the southeast quarter of Section 5 - 1.48 acres.

This property was acquired by warranty deed dated March 16, 1959, from Helen E. Smith, which deed was recorded on March 30, 1959, in the Office of the Register of Deeds of Wayne County, Michigan, in Liber 13,908, Page 836.

That property was acquired by warranty deed dated March 16, 1959, from Helen E. Smith, which deed was recorded on March 30, 1959, in the Office of the Register of Deeds for Wayne County, Michigan in Liber 13,908 Page 836?

COPY

Mr. L. C. Andrews

-4-

July 27, 1965

5. Parcel 05R1b and 05R2 - Land in the Township of Van Buren, County of Wayne, State of Michigan, described as:

Part of the southeast 1/4 of Section 5, Town 3 South, Range 8 East, being more particularly described as: Beginning at a point on the south line of Section 5, north 88 degrees 50 minutes 50 seconds east 180.00 feet from the south 1/4 corner of said Section 5 and proceeding thence parallel to the north and south 1/4 line, north 1 degree 54 minutes 53 seconds west 1335.03 feet; thence along an old fence line, north 88 degrees 50 minutes 07 seconds east 150.00 feet; thence parallel to the north and south 1/4 Section line, south 1 degree 54 minutes 53 seconds east 1042.06 feet; thence parallel to the south line of said Section 5, south 80 degrees 50 minutes 50 seconds west 100.00 feet; thence parallel to the north and south 1/4 Section line, south 1 degree 54 minutes 53 seconds east 293.00 feet; thence along the south line of said Section 5, south 88 degrees 50 minutes 50 seconds west 50.00 feet to the point of beginning, containing 3.924 acres more or less, excepting any part of the above described land taken, used or deeded for street, road or highway purposes. Also Land in the Township of Van Buren, Wayne County, Michigan, described as: Commencing at the south boundary 230 feet east of the southwest corner of the southeast quarter of Section 5, Town 3 South, Range 8 East, running thence north parallel to the west line of said southeast quarter 293 feet; thence east parallel with the south line of said Section 100 feet, thence south parallel with the first described line, 293 feet to the south line of said Section; thence west along the south line of said Section 100 feet to the place of

said Section 100 feet, thence south parallel with the first described line, 293 feet to the south line of said Section; thence west along the south line of said Section 100 feet to place of beginning.

COPY

Mr. L. C. Andrews

-5-

July 27, 1965



Office of the Register of Deeds for Wayne County,
Michigan, April 17, 1959, in Liber 13,923, Page
454.

In my opinion, The Regents of the University of
Michigan acquired title in fee simple to the said
parcel by virtue of the above-described conveyance.

6. Parcel 0536

On April 15, 1959, The Regents of the University
of Michigan acquired a permit from Louis A. Schlosstein,
Jr. and Myrtle L. Schlosstein to remove an obstruction
lighted pole and 16 gum trees from property in Van
Buren Township, Wayne County, Michigan, described as:

The east 100 feet of the following described
property: the south half of the south half
of the southwest quarter of Section 5,
except the east 5 acres thereof.

This permit to remove obstructions was given for the
period from April 15, 1959, to January 1, 1960, upon
payment of the sum of \$700.00.

In my opinion, this permit was a valid instrument
enabling the University to remove obstructions from
the said parcel, which obstructions were removed
within the permit period.

It is my opinion that The Regents of the University
of Michigan owns title in fee simple to the six parcels
of real estate described in paragraphs numbered 1
through 6 above and that it has accomplished the full
purpose for which the permit was given as described
in numbered paragraph 6 above.

Very truly yours,

First American Title Insurance Company

OK 82-281214

92168978

FILED
JAMES N. KILLEEN
WAYNE COUNTY CLERK
MAY 20 1992
BY L Chomendak

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

1125928 MA 004

In the matter of the Petition of the County of Wayne, for condemnation of private property for the purpose of creating a runway clear zone, cargo area expansion and Airport Master Plan Requirements at Willow Run Airport

vs.

91-125176 CC 9/24/91
JDG: RICHARD P. HATHAWAY
WAYNE COUNTY ITMO
VS
GENERAL MOTORS CORP

General Motors Corporation,
A Delaware Corporation

SAUL A GREEN (P14317)
Corporation Counsel
ROBERT E. MURPHY (P18113)
Principal Attorney
COUNTY OF WAYNE
600 Randolph Street, 2nd Flr.
Detroit, Michigan 48226
(313) 942-3556

WILLIAM G. CHRISTOPHER (P27526)
NORMAN C. ANKERS (P30533)
Attorneys for Defendant
General Motors
2290 First National Building
Detroit, Michigan 48226
(313) 256-7525

FOREST E. JUNGEBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

92168978

92 AUG - 4, PM 2: 10

FOREST E. JUNGEBLOOD WAYNE COUNTY REGISTER OF DEEDS, MICHIGAN AUGUST 4, 1992

YIP - Parcel A

ORDER OF CONFIRMATION
ORDER TRANSFERRING TITLE

At a session of said Court, held in the City-County Building, Detroit, Michigan, on

MAY 20 1992
RICHARD C. KAUFMAN

PRESENT: THE HONORABLE _____
Circuit Court Judge

The Court, upon petition of the County of Wayne, examination of the file, and stipulation by the parties, finds that the taking of title in fee simple, including all fluid, mineral and gas rights in Parcel A, which is described as follows:

APR 28

25928-004

PARCEL A

LEGAL DESCRIPTION - Township of Van Buren, County of Wayne, State of Michigan - That part of Section 5, Town 3 South, range 8 East, bounded on the south by Ecorse Road, on the North by Van Born Road, on the West by Denton Road and on the East by Beck Road.

is necessary for a public purpose and within the power of the County of Wayne to implement as a public improvement pursuant to the statutes of the State of Michigan.

It is further found that the party in interest in Parcel A is General Motors Corporation, (fee simple title holder), and as such, is entitled to just compensation for the taking of the property.

IT IS THEREFORE ORDERED that the Resolution of Necessity and Declaration of Taking adopted by the County of Wayne on the 25th of July, 1991, is hereby adopted and confirmed.

IT IS FURTHER ORDERED that title in fee simple absolute, including all fluid, mineral and gas rights, for Parcel A, described above, shall vest in the County of Wayne as of September 24, 1991, the date of the filing of the Complaint.

IT IS FURTHER ORDERED that the Escrow Agent for the County of Wayne disburse the deposit of estimated just compensation received by it, pursuant to the Resolution for Deposit of Funds, to the parties in interest described above on or before twenty eight (28) days from even date hereof.

IT IS FURTHER ORDERED that a surrender of possession is to occur within ninety (90) days of the signing of this Order.

FORREST & ... TOWN OF BLOOM WAYNE COUNTY REGISTER OF DEEDS, MICHIGAN AUGUST 4, 1992

LI 25928^{PM} 006

IT IS FURTHER ORDERED that a trial date be set by the Clerk of the Court for a final determination of just compensation. Acceptance of the estimated just compensation by Defendants shall in no way prejudice or preclude Defendants from their right to seek additional just compensation over and above the estimated just compensation.

IT IS FURTHER ORDERED that this Order be entered forthwith.

HON. RICHARD C. KAUFMAN
Circuit Court Judge

Approved as to Form and Substance:

By Robert E. Murphy
ROBERT E. MURPHY (P18143)
Attorney for Plaintiff, Wayne County

By William J. Christopher by Norman Ankers
NORMAN ANKERS (P30533)
Attorney for Defendant,
General Motors Corporation

COUNTY CLERK
A TRUE COPY
JAMES R. KILLEEN
CLERK

BY Debra M. Charonowich
DEPUTY CLERK

-3-

25928-006

FORREST R. TOWNSEND, CLERK OF COURTS, WAYNE COUNTY REGISTER OF DEEDS, MICHELE AUGUST 4, 1992

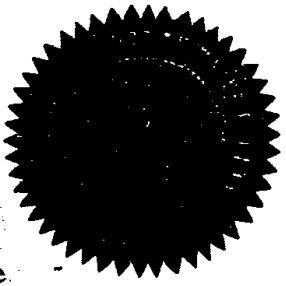
No. A 90809

E-314 BR

CERTIFIED COPY - "LAW" 25928 PA 007

STATE OF MICHIGAN, } ss.
County of Wayne

I, JAMES R. KILLEEN, Clerk of Wayne County, and Clerk of the Circuit Court for the County of Wayne, do hereby certify, that the above and the foregoing is a true and correct copy of 91-125176-CC



ORDER OF CONFIRMATION
ORDER TRANSFERRING TITLE

entered in the above entitled cause by said Court, as appears of record in my office. That I have compared the same with the original, and it is a true transcript therefrom, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this day of JUN 22 1992 A.D. 19

JAMES R. KILLEEN, Clerk

Fec. \$ 25c

, Deputy Clerk

25928-007

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KNOW ALL MEN BY THESE PRESENTS: That THE REGENTS OF THE UNIVERSITY OF MICHIGAN,
a Michigan Constitutional Corporation

whose address is: Investment Office, 5032 Fleming Administration Building, Ann Arbor, Michigan, 48109-1340

Conveys and Warrants to: the County of Wayne, a Michigan Charter County

LI 26760 PA 044

whose address is: 600 Randolph St., Detroit, Michigan 48226

the following described premises in the Township of Van Buren, County of Wayne, and State of Michigan, to wit:

Part of the Southeast 1/4 of Section 8, and the Northeast 1/4 of Section 17,
Town 3 South, Range 8 East, Township of Van Buren, Wayne County, Michigan,
beginning at a point on the South line of Section 8, distant South 89 degrees
12 minutes West, 1,374 feet from the Southeast corner of Section 8; thence
due South 35 feet; thence South 89 degrees 12 minutes West, 1,458 feet; thence due
North 705 feet; thence North 89 degrees 12 minutes East, 1,458 feet; thence due
South 670 feet to the point of beginning.

for the full consideration of One Million Seven Hundred Thousand and no/100 Dollars (\$1,700,000.00)

subject to easements and restrictions of record, if any.

Dated this 30th day of July, 1993.

Witnesses:

Signed and Sealed:

THE REGENTS OF THE UNIVERSITY OF MICHIGAN
a Michigan Constitutional Corporation

John D. Kettelhut
John D. Kettelhut

By: James J. Duderstadt
James J. Duderstadt

Its: President

Michele J. Everard
Michele J. Everard

By: Farris W. Womack
Farris W. Womack

Its: Vice President and Chief Financial Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 30th day of July 1993 by James J. Duderstadt and
Farris W. Womack, President and Vice President and Chief Financial Officer, respectively of THE REGENTS OF THE
UNIVERSITY OF MICHIGAN, a Michigan Constitutional Corporation on behalf of the said corporation.

My commission expires: May 13, 1995

Colette M. Cloyd
Colette M. Cloyd
Notary Public Washtenaw County, Michigan

Instrument Drafted by:

Business Address:

Norman G. Herbert
University of Michigan

Investment Office, 5032 Fleming Admin. Bldg.
Ann Arbor, MI 48109-1340

This is to certify that there are no tax liens or titles on this
property and that taxes are paid for FIVE YEARS previous
to date of this instrument EXCEPT

City Treasurer's Certificate

No. 17 Raymond J. Wythe

Recording Fee: _____
Date 8-24-93 Clerk [Signature]

When recorded return to: Grantee

State Transfer Tax: Exempt per MCLA 207.505(h)

Send subsequent tax bills to: Grantee

Tax Parcel: 83-025-99-0004-000

03-24-93 1 400

26760-044

NO REVENUE ATTACHED

93204749
03 JUL 26 11:10:27

22
11KJ

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OFFICIAL SEAL

11/10/09

L-4759 P-756

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 4



ACS-5926404-D-2009-4
Lawrence Kestenbaum, Washtenaw

02:00 P
11/10/09

L-4759 P-756

23
4

WARRANTY DEED

KDM Land Company, LLC, a Michigan limited liability company ("**Grantor**"), whose address is 36255 Michigan Avenue, Wayne, MI 48184, conveys and warrants to the Wayne County Airport Authority, a public body corporate established under Public Act 327 of 1945, MCL 259.108 et seq. as amended ("**Grantee**"), whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal, Mezzanine Level, Detroit, MI 48242, the premises situated in the Township of (Ypsilanti) (Washtenaw) County, Michigan, more specifically described as:

See **Exhibit A** hereto

for the sum of One Million Three Hundred Ninety-Nine Thousand Three Hundred Twelve and 50/100 Dollars (\$1,399,312.50) subject to the exceptions set forth on **Exhibit B** hereto.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

GRANTOR:

KDM LAND COMPANY, LLC,
a Michigan limited liability company

By:

Name: Michael J. Miller

Its: Manager

Time Submitted for Recording
Date 11-10-2009 Time 1:54pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

WASHTENAW COUNTY TREASURER:
TAX CERTIFICATE NO. 5992600

M STATE OF Michigan
Washtenaw Co
11/10/2009
10334



REAL ESTATE TRANSFER TAX
\$1,539.45 - C
\$10,496.25 - S
114963

Dated as of August 10, 2009.

377291
~~377289~~ ST WARE Commercial
DETROIT.3772065.3

MI
28

OCT 28 2009

4129

Warranty Deed



STATE OF MICHIGAN)
) SS.
COUNTY OF ~~WAYNE~~)
 OAKLAND)

This instrument was acknowledged before me on ^{August} ~~July~~ 6, 2009, by Michael J. Miller, the Manager of KDM Land Company, LLC, a Michigan limited liability company, on behalf of the limited liability company.

Catherine E. Darling
Print Name of Notary Public: Catherine E. Darling
Notary Public, State of Michigan, County of Oakland
My commission expires: 12/4/11
Acting in the County of Oakland

Drafted by:
Phyllis G. Rozof, Esq.
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226

When recorded return to:
Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
L.C. Smith Terminal, Mezzanine Level ✓
Detroit, MI 48242

Send subsequent tax bills to: Grantee

Recording Fee: \$ ~~29~~ ^{1.00} 23.00

Transfer Tax:

County: \$1,539.45
State: \$10,496.25

Warranty Deed

EXHIBIT A

LEGAL DESCRIPTION

Parcel of land in Section 13, Town 3 South, Range 7 East, Township of Ypsilanti, Washtenaw County, Michigan, being more particularly described as follows:

Commencing at the Northeast corner of Section 13, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence South 00 degrees 20 minutes 40 seconds East 3.27 feet along the East line of said Section 13 to the Northwest corner of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence continuing along the East line of said Section 13, South 00 degrees 20 minutes 40 seconds East 381.31 feet to the point of beginning; thence South 00 degrees 20 minutes 40 seconds East 1052.99 feet along the East line of said Section 13 to a point on an intermediate traverse line, said point being North 89 degrees 35 minutes 15 seconds East 21.29 feet from the centerline of Willow Run Drain; thence along the intermediate traverse line, the following five (5) courses: North 08 degrees 14 minutes 41 seconds West 177.98 feet; North 59 degrees 07 minutes 58 seconds West 1179.23 feet; North 30 degrees 02 minutes 16 seconds East 440.52 feet; North 20 degrees 26 minutes 21 seconds East 134.33 feet; North 02 degrees 14 minutes 52 seconds West 59.00 feet to the South right-of-way line of Tyler Road, said point being North 87 degrees 45 minutes 08 seconds East 40.00 feet from the centerline of the Willow Run Drain; thence South 87 degrees 45 minutes 08 seconds West 40.00 feet along the South right-of-way line of Tyler Road to the centerline of the Willow Run Drain; thence North 02 degrees 14 minutes 52 seconds West 60.00 feet along the centerline of the Willow Run Drain to the North line of said Section 13 and the centerline of Tyler Road; thence North 87 degrees 45 minutes 08 seconds East 156.36 feet along the North line of said Section 13 and the centerline of Tyler Road; thence South 02 degrees 14 minutes 52 seconds East 60.00 feet to the South right-of-way line of Tyler Road; thence North 87 degrees 45 minutes 08 seconds East 535.27 feet along the South right-of-way line of Tyler Road; thence South 19 degrees 41 minutes 40 seconds East 340.01 feet to the point of beginning. Together with all that land lying between the intermediate traverse line and the centerline of the Willow Run Drain, being a part of the Northeast ¼ of said Section 13. Subject to the right of the public over that portion of land lying in Tyler Road.

Commonly known as: 1010 and 1060 Rawsonville Road

Tax Parcel ID: K-11-13-100-002

Tax Parcel ID: K-11-13-100-003



ACS-5926404-D-2009-4
Lawrence Kestenbaum, Washtenaw

02:00 P
11/10/09

L- 4759 P- 756

EXHIBIT B

EXCEPTIONS

Liens, encumbrances, restrictions and easements of record.

4759-756

DETROIT.3772065.3

Warranty Deed
B-1

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OFFICIAL SEAL

11/10/09

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

L-4759 P-756

Page: 1 of 4



ACS-5926404-D-2009-4
Lawrence Kestenbaum, Washtenaw

02:00 P
11/10/09

L-4759 P-756

23
4

WARRANTY DEED

KDM Land Company, LLC, a Michigan limited liability company ("**Grantor**"), whose address is 36255 Michigan Avenue, Wayne, MI 48184, conveys and warrants to the Wayne County Airport Authority, a public body corporate established under Public Act 327 of 1945, MCL 259.108 et seq. as amended ("**Grantee**"), whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal, Mezzanine Level, Detroit, MI 48242, the premises situated in the Township of (Ypsilanti) (Washtenaw) County, Michigan, more specifically described as:

See **Exhibit A** hereto

for the sum of One Million Three Hundred Ninety-Nine Thousand Three Hundred Twelve and 50/100 Dollars (\$1,399,312.50) subject to the exceptions set forth on **Exhibit B** hereto.

If the land being conveyed is unplatted, the following is deemed to be included:

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

GRANTOR:

KDM LAND COMPANY, LLC,
a Michigan limited liability company

By:
Name: Michael J. Miller
Its: Manager

Time Submitted for Recording
Date 11-10-2009 Time 1:54pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

WASHTENAW COUNTY TREASURER:
TAX CERTIFICATE NO. 5992600

STATE OF Michigan
Washtenaw Co
11/10/2009
10334



REAL ESTATE TRANSFER TAX
\$1,539.45 - C
\$10,496.25 - S
114963

Dated as of August 10, 2009.

377291
~~377289~~ ST WARE Commercial
DETROIT.3772065.3

MI
28

OCT 28 2009

4129

Warranty Deed



STATE OF MICHIGAN)
) SS.
COUNTY OF ~~WAYNE~~)
 OAKLAND)

This instrument was acknowledged before me on ^{August} ~~July~~ 6, 2009, by Michael J. Miller, the Manager of KDM Land Company, LLC, a Michigan limited liability company, on behalf of the limited liability company.

Catherine E. Darling
Print Name of Notary Public: Catherine E. Darling
Notary Public, State of Michigan, County of Oakland
My commission expires: 12/4/11
Acting in the County of Oakland

Drafted by:
Phyllis G. Rozof, Esq.
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226

When recorded return to:
Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
L.C. Smith Terminal, Mezzanine Level ✓
Detroit, MI 48242

Send subsequent tax bills to: Grantee

Recording Fee: \$ ~~29~~ ^{1.00} 23.00

Transfer Tax:

County: \$1,539.45
State: \$10,496.25

Warranty Deed

EXHIBIT A

LEGAL DESCRIPTION

Parcel of land in Section 13, Town 3 South, Range 7 East, Township of Ypsilanti, Washtenaw County, Michigan, being more particularly described as follows:

Commencing at the Northeast corner of Section 13, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence South 00 degrees 20 minutes 40 seconds East 3.27 feet along the East line of said Section 13 to the Northwest corner of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence continuing along the East line of said Section 13, South 00 degrees 20 minutes 40 seconds East 381.31 feet to the point of beginning; thence South 00 degrees 20 minutes 40 seconds East 1052.99 feet along the East line of said Section 13 to a point on an intermediate traverse line, said point being North 89 degrees 35 minutes 15 seconds East 21.29 feet from the centerline of Willow Run Drain; thence along the intermediate traverse line, the following five (5) courses: North 08 degrees 14 minutes 41 seconds West 177.98 feet; North 59 degrees 07 minutes 58 seconds West 1179.23 feet; North 30 degrees 02 minutes 16 seconds East 440.52 feet; North 20 degrees 26 minutes 21 seconds East 134.33 feet; North 02 degrees 14 minutes 52 seconds West 59.00 feet to the South right-of-way line of Tyler Road, said point being North 87 degrees 45 minutes 08 seconds East 40.00 feet from the centerline of the Willow Run Drain; thence South 87 degrees 45 minutes 08 seconds West 40.00 feet along the South right-of-way line of Tyler Road to the centerline of the Willow Run Drain; thence North 02 degrees 14 minutes 52 seconds West 60.00 feet along the centerline of the Willow Run Drain to the North line of said Section 13 and the centerline of Tyler Road; thence North 87 degrees 45 minutes 08 seconds East 156.36 feet along the North line of said Section 13 and the centerline of Tyler Road; thence South 02 degrees 14 minutes 52 seconds East 60.00 feet to the South right-of-way line of Tyler Road; thence North 87 degrees 45 minutes 08 seconds East 535.27 feet along the South right-of-way line of Tyler Road; thence South 19 degrees 41 minutes 40 seconds East 340.01 feet to the point of beginning. Together with all that land lying between the intermediate traverse line and the centerline of the Willow Run Drain, being a part of the Northeast ¼ of said Section 13. Subject to the right of the public over that portion of land lying in Tyler Road.

Commonly known as: 1010 and 1060 Rawsonville Road

Tax Parcel ID: K-11-13-100-002

Tax Parcel ID: K-11-13-100-003



ACS-5926404-D-2009-4
Lawrence Kestenbaum, Washtenaw

02:00 P
11/10/09

L- 4759 P- 756

EXHIBIT B

EXCEPTIONS

Liens, encumbrances, restrictions and easements of record.

4759-756

DETROIT.3772065.3

Warranty Deed
B-1

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WASHTENAW
DEEDS
RACER
handover

QUIT CLAIM DEED

Grantor, RACER Properties LLC, a Delaware limited liability company, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan 48226, quitclaims to Grantee, the Wayne County Airport Authority, a public body corporate, whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal Mezzanine, Detroit, Michigan 48242, the real property described as:

See attached Exhibit A (the "Property")

For the sum of ZERO Dollars (\$0.00).

Subject to any building and use restrictions of record, and further subject to the lien of taxes not yet due and payable.

If applicable, Grantor is conveying the right to make all divisions allowed under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to MCL 207.505(a) and (j) and MCL 207.526(a) and (l).

[Signatures appear on following page]

Time Submitted for Recording
Date 12/26/2013 Time 2:51 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

12

Signature Page to Quit Claim Deed from RACER Properties LLC in favor of
Wayne County Airport Authority

Dated this 19th day of December, 2013.

RACER PROPERTIES LLC,
a Delaware limited liability company

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

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

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

STATE OF District of)
Columbia)^{ss}

On this 17th day of December, 2013, before me, a Notary Public for the State and County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, Administrative Trustee of REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER PROPERTIES LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Quit Claim Deed on behalf of RACER PROPERTIES LLC, a Delaware limited liability company, not individually but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of the Trust, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.



Notary's Signature: Karen M Parsons
Notary's Name: Karen M Parsons
Notary Public, State of _____
County of _____
My Commission Expires 8-14-2015
Acting in _____, County

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015

<p>Send subsequent tax bills to: Grantee</p>	<p>Drafted by: Dawda, Mann, Mulcahy & Sadler, PLC 39533 Woodward Ave., Suite 200 Bloomfield Hills, MI 48304 Attn: Edward C. Dawda</p>	<p>When recorded return to: Kevin J. Clark ✓ Assistant General Counsel Wayne County Airport Authority Detroit Metropolitan Airport L.C. Smith Building-Mezzanine Detroit, Michigan 48242</p>
<p>Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001 / Tax Parcel ID (as of 01/01/14): Part of K-11-12-100-004.</p> <p>Current Tax Parcel ID: Part of 83-025-99-0002-000 / Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701</p>	<p>Recording Fee _____</p>	<p>Transfer Tax Exempt</p>

Exhibit A

Legal Descriptions

Parcel 'B1'

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 58 minutes 35 seconds West a distance of 33.01 feet to a point on the East line of said Section 12, said point being also the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 275.10 feet to a point; thence South 89 degrees 59 minutes 56 seconds West a distance of 231.93 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 North 89 degrees 58 minutes 35 seconds West a distance of 694.47 feet to a point; thence North 44 degrees 58 minutes 35 seconds West a distance of 253.84 feet to a point; thence North 00 degrees 01 minute 25 seconds East a distance of 892.33 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 994.29 feet to the Point of Beginning.

Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-004

Parcel 'B2'

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.

Current Tax Parcel ID: Part of 83-025-99-0002-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701

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QUITCLAIM DEED

Grantor, the Wayne County Airport Authority, a public body corporate, whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Building – Mezzanine, Detroit, Michigan 48226, quitclaims to Grantee, RACER Properties, LLC, a Delaware limited liability company whose address is 2930 Ecorse Road, Ypsilanti, Michigan 48198, the real property described as:

See attached Exhibit A

For the sum of ZERO Dollars (\$0.00).

Subject to any other and building and use restrictions of record, and further subject to the lien of taxes not yet due and payable.

If applicable, Grantor is conveying the right to make all divisions allowed under Section 108 of the Land Divisions Act, Act. No. 288 of the Public Acts of 1967.

Exempt from real estate transfer tax pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

Dated this 17th day of December, 2013.

WAYNE COUNTY AIRPORT AUTHORITY

By: [Signature]
Thomas Naughton
Chief Executive Officer

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 17th day of December, 2013, before me, a Notary Public, in and for said County, personally appeared Thomas Naughton, to me known to be the same person described in, and who executed the within instrument, who acknowledged the same to be his free act and deed.

Notary's Stamp



Notary's Signature

[Signature]
Name: Andrea M. Valentini
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 11/10/2018

Drafted by and when recorded return to:
Kevin C. Clark (P66530)
Detroit Metropolitan Wayne County Airport
L.C. Building – Mezzanine
Detroit, Michigan 48242

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

Send subsequent tax bills to:
Racer Properties, LLC
2930 Ecorse Road
Ypsilanti, MI 48198
Attention: Bruce Rasher, Redevelopment Manager

Time Submitted for Recording
Date 12/26/2013 Time 2:57pm
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

2015-513601 PHC 1-1-14-10

Exhibit A

The following parcels may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Parcel A

Part of the Northwest 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West across the line common to said Sections 7 and 12 and into said Section 12, a distance of 225.25 feet to a point; thence South 64 degrees 28 minutes 25 seconds West a distance of 125.00 feet to a point; 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 473.73 feet to a point; thence South 00 degrees 08 minutes 45 seconds West a measured distance of 241.25 feet (described 243.27 feet) to a point; thence South 77 degrees 57 minutes 35 seconds West a distance of 4.93 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 00 degrees 03 minutes 01 second West, along the Easterly line of an existing Concrete Roadway, a distance of 1102.78 feet to a point of curve in said roadway; thence continuing along the Easterly edge of said roadway, along the arc of a curve, concave to the Northeast, having a radius of 334.72 feet, a central angle of 50 degrees 31 minutes 07 seconds, an arc distance of 295.13 feet (chord bears South 25 degrees 12 minutes 33 seconds East 285.66 feet) to a point; thence North 64 degrees 36 minutes 55 seconds West, along a line not tangent to the foregoing curve, a distance of 204.04 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 3233.20 feet, a central angle of 08 degrees 03 minutes 00 seconds, an arc distance of 454.26 feet (chord bears North 60 degrees 35 minutes 25 seconds West 453.89 feet) to a point of tangent; thence North 56 degrees 33 minutes 55 seconds West a distance of 1484.43 feet to a point of curve; thence along the arc of a curve, concave to the Northeast, having a radius of 3739.90 feet, a central angle of 01 degree 59 minutes 46 seconds, an arc distance of 130.30 feet (chord bears North 55 degrees 34 minutes 02 seconds West 130.29 feet) to a point of tangent; thence North 54 degrees 34 minutes 09 seconds West a distance of 359.56 feet to a point on the Southerly line of the former General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property; thence the following courses and distances along said property line, South 89 degrees 55 minutes 54 seconds East, 61.04 feet; thence South 56 degrees 33 minutes 55 seconds East, 215.23 feet; thence South 75 degrees 32 minutes 00 seconds East, 172.85 feet; thence South 80 degrees 44 minutes 00 seconds East, 75.00 feet; thence South 87 degrees 23 minutes 00 seconds East, 70.12 feet; thence East, 1059.88 feet; thence North, 24.27 feet; thence North 77 degrees 57 minutes 35 seconds East a distance of 497.22 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-005

Parcel C1

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 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 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 93.51 feet to a point on the East line of said Section 12; thence South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 196.22 feet to a point; thence North 24 degrees 17 minutes 05 seconds West a distance of 215.24 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-005

Parcel C2

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.

Current Tax Parcel ID: Part of 83-025-99-0001-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0003-701

Parcel D1

Part of the Southeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West a distance of 181.51 feet to a point on the East line of said Section 12, said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 00 degrees 02 minutes 43 second West, along the East line of said Section 12, a distance of 85.97 feet to a point; thence South 89 degrees 42 minutes 46 seconds West a distance of 141.66 feet to a point; thence North 64 degrees 28 minutes 25 seconds East a distance of 125.00 feet to a point; thence North 41 degrees 23 minutes 40 seconds East a distance of 43.74 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of Part of K-11-12-100-005

Parcel D2

Part of the Southwest 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 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 221.53 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, along the West line of said Section 7, a distance of 85.97 feet to a point; thence North 41 degrees 23 minutes 40 seconds East a distance of 181.51 feet to the point of beginning.

Current Tax Parcel ID: Part of 83-025-99-0001-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0003-701

Avigation Easements

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N. of E CORSE Rd.

LI 17543 PA 941

F543746

AVIGATION EASEMENT

THIS INDENTURE, made this 2nd day of July, A.D. 1970, by and between GENERAL MOTORS CORPORATION, a Delaware Corporation, with its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as GRANTOR, and THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Constitutional Body Corporate, of Ann Arbor, County of Washtenaw, Michigan, and the State of Michigan, organized and existing under the laws of the State of Michigan, hereinafter referred to as GRANTEE,

F543746

W I T N E S S E T H:

WHEREAS, the Grantee is the owner and operator of the Willow Run Airport, hereinafter referred to as Airport, situated in the Counties of Wayne and Washtenaw, State of Michigan, and in close proximity to the land of the Grantor as hereinafter described, and the Grantee desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said Airport;

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the

RECORDED NOV 10 1970 AT 1059 O'Clock
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

receipt whereof by the Grantor is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, for the benefit of the general public at large, an Easement and right of way for the free, unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across those parts of the Grantor's land which are bounded and described as follows:

The East 1000 feet of the South 400 feet of the following described property: The South 1/2 of the South 1/2 of the Southwest 1/4 of Section 5, Town 3 South, Range 8 East, except the East 5 acres thereof, Van Buren Township, Wayne County, Michigan,

provided, however, that the air space in which the said Easement and right of way is herein granted shall be that which lies above the following heights:

Shown in Exhibit "A" attached hereto;

TO HAVE AND TO HOLD said Easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said Airport shall be abandoned and shall cease to be used

for Airport purposes.

And in furtherance of the said Easement and right of way, the Grantor, for the considerations hereinabove set forth, does hereby grant and convey to the Grantee, its successors and assigns:

(A) A continuing right to keep the air space above the aforesaid heights clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid heights;

(B) A continuing right, at the Grantee's option, to remove to ground level any or all natural growths which extend above the aforesaid heights;

(C) The right of ingress to, egress from, and passage over the land of the Grantor first above described for the purpose of effecting the removal of obstructions.

And for the consideration hereinabove set forth, the Grantor hereby covenants, both for itself and its successors and assigns, for and during the life of this Easement, as follows:

(1) Grantor shall not hereafter construct

nor permit nor suffer to remain upon said land any obstruction that extends above the heights aforesaid; and

(2) Grantor shall not hereafter use nor permit nor suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the Airport and aircraft or as to make it difficult for fliers to distinguish between Airport lights and others, or as to result in glare in the eyes of fliers using the said Airport, or as to impair visibility in the vicinity of the Airport, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft; and

(3) There is hereby reserved to Grantee, its successors and assigns, for the use and the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said air space for landing at, taking-off from or operating on the Airport;

and the aforesaid covenants and agreements shall run with the land of the Grantor, as hereinabove described, for the benefit of the Grantee, and its successors and assigns, in the ownership and operation of the aforesaid Airport.

This Easement supersedes and cancels a previous Easement granted to Grantee by Myrtle L. Schlosstein on December 13, 1960, and recorded in Liber 14365 at Page 769,

Wayne County Records, and this Easement is being entered into between the parties for the purpose of correcting the glide slope and extending the term of the Easement rights of Grantee so that the Easement rights granted hereunder will run until the land is no longer used for Airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 12th day of August, A.D. 1970.

In the presence of:

GENERAL MOTORS CORPORATION

BY R. W. Decker
R. W. Decker
Vice President

ATTEST W. M. Collins
W. M. Collins
Assistant Secretary

FORM APPROVED
(ROSEY MALONE)
GENERAL COUNSEL

EXECUTION RECOMMENDED
ARGONAUT REALTY DIVISION
BY F. J. [Signature]

Patricia M. Murphy
Patricia M. Murphy

Dolores A. Vogen
Dolores A. Vogen

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 12th day of August, A.D. 1970, before me, the Subscriber, a Notary Public in and for said County, personally appeared R. W. Decker and W. M. Collins to me personally known, who being by me duly sworn, did say that they are a Vice President and an Assistant Secretary of GENERAL

MOTORS CORPORATION, a Delaware Corporation, and that the seal
affixed to said instrument is the Corporate seal of said
Corporation, and that said instrument was signed and sealed in
behalf of said Corporation by authority of its Board of Directors
and the said R. W. Decker and W. M. Collins acknowledged
said instrument to be the free act and deed of said GENERAL
MOTORS CORPORATION.

Ronald Schwartz

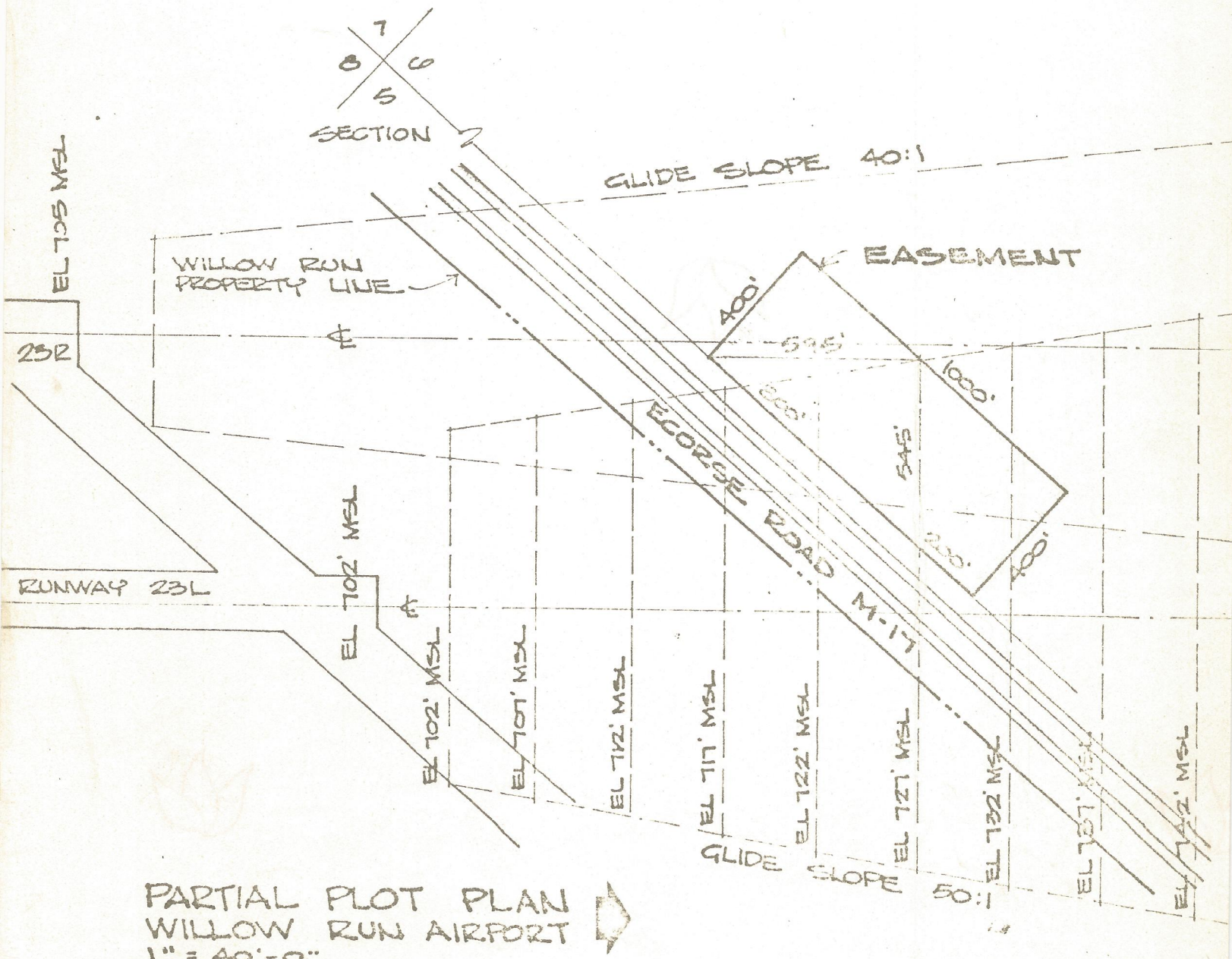
Notary Public, Wayne County, Michigan

My Commission Expires: _____

RONALD SCHWARTZ
Notary Public, Wayne County, Mich.
My Commission Expires April 22, 1974

THIS INSTRUMENT PREPARED BY:
William A. Hayes
3044 West Grand Boulevard
Detroit, Michigan 48202

Attached to and made a part of Aviation Easement dated July 2, 1970 by and between GENERAL MOTORS CORPORATION, a Delaware Corporation, with its principal office at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as GRANTOR, and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF MICHIGAN, a Constitutional Body Corporate, of Ann Arbor, County of Washtenaw, Michigan, and the State of Michigan, organized and existing under the laws of the State of Michigan, hereinafter referred to as GRANTEE.



PARTIAL PLOT PLAN
WILLOW RUN AIRPORT
1" = 40'-0"

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E457787

EASEMENT

This Indenture made this 8th day of August, 1959, between Florence B. Chapel, 2401 North Riverside, St. Clair, Michigan, legal titleholder, and Robert T. Harrison and Martha J. Harrison, husband and wife, 473 Rawsonville Road, Belleville, Michigan, land contract vendees, as parties of the first part, and The Regents of the University of Michigan, a constitutional corporation of Ann Arbor, Michigan, party of the second part.

E-14044-P-595

W I T N E S S E T H:

That the said parties of the first part for and in consideration of the sum of Two Thousand Dollars to them in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant unto the said party of the second part, its successors, assigns, and its duly authorized representatives, an easement to enter upon and over for purposes hereinafter more particularly described, land situated in the Township of Van Buren, County of Wayne, State of Michigan, described as follows:

E457787

That part of the northwest $\frac{1}{4}$ of Section 7 described as beginning at the northwest corner of Section 7 and proceeding thence S $1^{\circ} 25' 10''$ W along the W section line 799.13 feet; thence N $89^{\circ} 57' 40''$ E, 193.19 feet; thence N $0^{\circ} 02' 20''$ W, 275.00 feet; thence S $89^{\circ} 57' 40''$ W, 153.16 feet; thence N $1^{\circ} 25' 10''$ E, 525.40 feet; thence S $87^{\circ} 34' 10''$ W along the north Section line, 33.07 feet to the point of beginning, 1.60 acres.

The purpose of this easement is to enable the grantee to clear and keep clear obstructions from the northwest approach zone to the northwest-southeast runway No. 14-32 at Willow Run Airport and to remove obstructions from the above-described approach zone in conformity with the approach standards designated as ST-A-672 IC by the Civil Aeronautics Administration, copy of which standards

RECORDED SEP 15 1959 AT 10:00 AM
BERNARD J. YOUNG, Register of Deeds
WAYNE COUNTY 26, MICHIGAN

114044-596

has this day been delivered by the grantee to the grantors herein. It is specifically understood and agreed that the grantee may have access to the above-described property to top in a shapely manner (a method described as "coning") all the trees on the above-described parcel of land to a height not to exceed the height of the present obstruction lighted poles adjacent to the above-described parcel of land. It is further agreed that the grantee may lower the height of the television antenna mast in order that the antenna will not exceed the height of the above-mentioned obstruction lighted poles; and it is further agreed that an obstruction light may be installed by the grantee on the garage building on the east boundary of the above-described property.

As additional consideration for this easement, the grantee has this day given to Florence B. Chapel, one of the grantors herein, a ten-year lease to approximately one-half acre of land adjacent to the above-described property.

It is understood and agreed that, in the event Willow Run Airport ceases to be used as a public airport, this easement and the aforementioned lease shall terminate forthwith.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witnessed:

Susan Wolf
Susan Wolf
Floyd G. Wakefield
Floyd G. Wakefield

Florence B. Chapel
Florence B. Chapel
Robert T. Harrison
Robert T. Harrison
Martha J. Harrison
Martha J. Harrison

STATE OF MICHIGAN }
COUNTY OF WASHTENAW } ss

On this 8th day of August, 1959, before me, the
subscriber, a Notary Public in and for the said County, personally
appeared Florence B. Chapel, Robert T. Harrison and Martha J.

Harrison, his wife, to me known to be the same persons
described in and who executed the within instrument, and
acknowledged the same to be their free act and deed.

Virginia Mary Chevallier
Virginia Mary Chevallier
Notary Public, Washtenaw
County, Michigan

My Commission Expires June 8, 1962

14044-597

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Washtenaw County
885-169

✓
AUG. EASE



AUGUST # III

EASEMENT

This Indenture made the 6th day of July, 1959, between Joseph M. Sesi and Catherine R. Sesi, husband and wife, of Ypsilanti Township, Washtenaw County, Michigan, parties of the first part, and The Regents of the University of Michigan, a constitutional corporation of Ann Arbor, Michigan, party of the second part.

WITNESSETH:

That the said parties of the first part for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) to them in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant unto the said party of the second part, its successors, assigns, and its duly authorized representatives, an easement to enter upon and over, for purposes hereinafter more particularly described, land situated in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows:

Parcel 1. Commencing at the point of intersection of the easterly line of said Section 12, and the southerly line of Ecorse Road, of 100-foot width, said point being S 1° 25' 10" West, 50.11 feet from the northwest corner of Section 7, T 3 S, R 8 E, and running thence along said easterly line S 1° 25' 10" West, 749.02 feet; thence S 89° 57' 40" West, 231.82 feet; thence N 0° 25' 20" West, 275 feet; thence N 89° 57' 40" East, 205.83 feet; thence N 1° 25' 10" East, 472.53 feet to the southerly line of said Ecorse Road; thence along said southerly line N 87° 34' 00" East, 35.07 feet to the point of commencement, being a part of the northeast 1/4 of the northeast 1/4 of said Section 12, containing 1.845 acres more or less.

1.845

Parcel 2. That part of the northeast 1/4 of Section 12, T 3 S, R 7 E, beginning at the northeast corner of Section 12 and proceeding thence along the east line of said Section, S 1° 27' 26" West, 50.11 feet to a point; thence S 87° 35' 50" West, 33.08 feet to a point; thence parallel to the east line of Section 12, S 1° 27' 26" West, 351.40 feet to the point of beginning of the parcel herein described; thence continuing S 1° 27' 26" West, 121.11 feet to a point; thence S 89° 59' 56" West, 205.83 feet to a point; thence north 0° 00' 35" East, 121.20 feet to a point; thence S 89° 57' 56" East, 205.80 feet to the point of beginning, containing 0.577 acres.

0.577

Parcel 3. That part of the northeast $\frac{1}{4}$ of Section 12, T 3 S, R 7 E, beginning at the northeast corner of Section 12, and proceeding thence along the east line of said Section 12, S $1^{\circ} 27' 26''$ West, 50.11 feet; thence S $87^{\circ} 35' 50''$ West, 33.08 feet to the point of beginning of the parcel herein described; thence on a line parallel to the east line of said Section 12, and distant 33.08 feet Westerly thereof (measured at right angles), S $1^{\circ} 27' 26''$ West, 351.40 feet; thence N $89^{\circ} 57' 56''$ West, 203.89 feet; thence N $0^{\circ} 09' 35''$ East, 342.01 feet to a point on the south line of Ecourse Road; thence along said line, which line is parallel to the north line of said Section 12 and distant 50.00 feet Southerly thereof (measured at right angles), N $87^{\circ} 35' 50''$ East, 217.98 feet to the point of beginning, containing 1.6973 acres.

The purpose of this easement is to enable the grantee to clear and keep clear obstructions from the northwest approach zone to the northwest-southeast runway No. 14-32 at Willow Run Airport and to remove obstructions from the above-described approach zone in conformity with the approach standards designated as ST-A-672-10 by the Civil Aeronautics Administration, copy of which standards has this day been delivered by the grantee to the grantor herein. It is specifically understood and agreed, and the grantee by acceptance of this easement hereby agrees that it will remove the two tallest maple trees from the above-described piece of land labeled Parcel 2 and remove all debris including stumps from the premises, and that it will trim all other trees on the three parcels to a height prescribed in the aforementioned standards, such trimming to be done in a manner which will retain a natural shape, technically referred to as "coning", and all debris caused by such trimming shall be removed from the premises.

In the event that Willow Run Airport is no longer used as a public airport, then this easement shall be null and void.

In Witness Whereof the said parties of the first part have

1.6973

hereunto set their hands and seals the day and year first above written.

Witnessed:

Joseph M. Sesi
Joseph M. Sesi

Susan Wolf
Susan Wolf

Catherine R. Sesi
Catherine R. Sesi

STATE OF MICHIGAN }
COUNTY OF WASHTENAW } ss

On this 6th day of July, 1959, before me, the subscriber a Notary Public in and for the said County, personally appeared Joseph M. Sesi and Catherine R. Sesi to me known to be the same persons described in and who executed the within instrument, and acknowledged the same to be their free act and deed.

Carl E. Russell
Carl E. Russell
Notary Public, Washtenaw County,
Michigan

My Commission Expires 10-30-62

RECEIVED
FOR RECORD

SEP 15 4 18 PM '59

PATRICK H. WARD
REGISTRAR OF DEEDS
WASHTENAW COUNTY, MICH

RECEIVED
FOR RECORD
SEP 15 4 18 PM '59
PATRICK H. WARD
REGISTRAR OF DEEDS
WASHTENAW COUNTY, MICH

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975-556

E654094

QUITCLAIM DEED

L14650 PA136

THIS INDENTURE, Made the 6th day of July, 1961, between The Regents of the University of Michigan, a constitutional corporation of Ann Arbor, Michigan, party of the first part, and General Motors Corporation, whose address is 485 Milwaukee Avenue, Detroit 2, Michigan, party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns forever, subject to the reservations, restrictions, and conditions hereinafter set out and incorporated herein by reference, the following described property situated in the Counties of Wayne and Washtenaw, State of Michigan, to-wit:

PARCEL "A"

RECORDED JAN 9 1962 ¹⁵⁶ BY BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 25. MICHIGAN

Commencing at the NE corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates of said point being North 2831.02 feet and East 3309.83 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 1° 27' 26" W 50.11 feet along the east line of said Section 12 to the southerly line of Ecorse Road as originally laid out and used; thence S 87° 35' 50" W 251.06 feet along the southerly line of Ecorse Road for a PLACE OF BEGINNING; thence S 0° 00' 35" W 1272.93 feet; thence S 24° 17' 05" E 741.25 feet; thence South 768.31 feet; thence S 41° 23' 40" W 225.25 feet; thence S 64° 28' 25" W 125.00 feet; thence North 40.00 feet; thence N 75° 54' 30" W 404.79 feet; thence East 175.00 feet; thence N 0° 38' 45" E 16.44 feet; thence East 324.92 feet parallel with and 1.0 foot South of the south face of the Willow Run Bomber Plant Building to a point 1.0 foot East of the SE corner of said building; thence North 67.85 feet parallel with and 1.0 foot East of the east face of said building; thence East 47.12 feet; thence Northeasterly 11.96 feet in the arc of a circular curve concave to the Northwest, radius 401.82 feet and chord bearing N 22° 46' 20" E 11.96 feet; thence North 26.97 feet; thence West 51.75 feet to a point 1.0 foot East of the east face of said building; thence North 847.82 feet parallel with and 1.0 foot East of the east face of said building; thence N 20° 35' 45" W 546.30 feet; thence N 0° 02' 10" E 1317.98 feet to the southerly line of Ecorse Road; thence N 87° 35' 50" E 40.99 feet along the southerly line of Ecorse Road to the Place of Beginning, containing 5.973 acres of land more or less and being located in the E½ of Section 12, T3S,

E654094

R7E, Ypsilanti Township, Washtenaw County, Michigan, and the W $\frac{1}{2}$ of Section 7, T3S, R8E, Van Buren Township, Wayne County, Michigan.

PARCEL "B"

Commencing at the E $\frac{1}{4}$ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43" W 342.18 feet along the east line of said Section 12; thence West 1008.28 feet for a PLACE OF BEGINNING, the coordinates for said place of beginning being South 157.85 feet and East 2233.95 feet; thence S 0° 03' 45" W 116.22 feet; thence S 77° 57' 35" W 502.15 feet; thence South 24.27 feet; thence West 1059.88 feet; thence N 87° 23' 00" W 70.12 feet; thence N 80° 44' 00" W 75.00 feet; thence N 75° 32' 00" W 172.85 feet; thence N 56° 33' 55" W 215.23 feet; thence S 89° 55' 54" E 160.10 feet; thence N 73° 53' 36" E 239.20 feet; thence East 1652.28 feet to the Place of Beginning, containing 9.496 acres of land more or less and being part of the S $\frac{1}{2}$ of Said Section 12.

PARCEL "C"

Commencing at the E $\frac{1}{4}$ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43" W 407.71 feet along the east line of said Section 12; thence West 3603.03 feet for a PLACE OF BEGINNING, the coordinates for said Place of Beginning being South 223.38 feet and West 360.85 feet; thence N 89° 55' 54" W 414.17 feet; thence N 0° 03' 30" W 28.13 feet; thence N 89° 59' 40" E 258.62 feet; thence N 0° 18' 58" E 29.55 feet; thence N 78° 02' 40" E 111.75 feet; thence S 29° 31' 47" E 93.50 feet to the Place of Beginning, containing 0.386 acres of land more or less and being a part of the SW $\frac{1}{4}$ of said Section 12.

The above-described property is a portion of the airport property conveyed by the United States of America to the grantor herein by quitclaim deed dated January 15, 1947, and recorded on February 13, 1947, in Liber 8465, Page 438, Wayne County Records, and also recorded on February 24, 1947, in Liber 446, Page 232, Washtenaw County Records. The above-described property is hereby conveyed subject to the reservations, restrictions, and conditions set out in the said deed of January 15, 1947, and by acceptance of this deed, the grantee herein assumes all the obligations therein imposed with respect to the above-described parcels.

The above-described parcels are specifically subject to a perpetual easement for a spur track and fence over the property,

L14650-138

and the grantor hereby reserves unto itself, its successors and assigns for the benefit of the general public, a perpetual easement and right of way for the free unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the above-described 15.855 acres, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from or operating on the Willow Run Airport. Grantee takes interest in the described 15.855 acres subject to the restriction that no building, structure, or growth or other obstruction of any kind or nature whatsoever shall be erected or permitted upon the said 15.855 acres that will extend above the heights prescribed in the Willow Run Airport Zoning Ordinance adopted April 6, 1955, and made effective May 6, 1955, and that no use will be made of the said 15.855 acres which will interfere with or endanger in any way operations of aircraft at the Willow Run Airport, including the landing, take-off, and maneuvering of said aircraft.

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining; To Have and to Hold the said premises, except the rights excepted and reserved above, to the said party of the second part and to its successors and assigns forever.

In Witness Whereof, The Regents of the University of Michigan, party of the first part, has caused these presents to be signed in its name by its Vice President and Dean of Faculties and its Vice President in charge of Business and Finance and sealed with its corporate seal the day and year first above written.

Elizabeth R. Mosler
 Elizabeth R. Mosler
Ethel J. Hastings
 Ethel J. Hastings

THE REGENTS OF THE UNIVERSITY OF MICHIGAN
 By *Marvin L. Niehuss*
 Marvin L. Niehuss, Vice President
 By *W. K. Pierpont*
 W. K. Pierpont, Vice President

14650-138
975-558

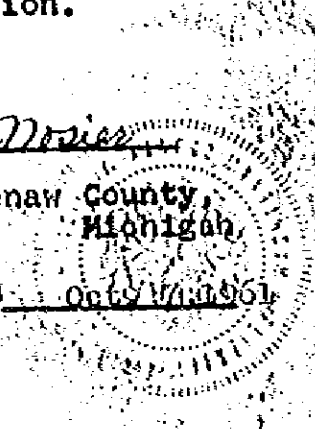
STATE OF MICHIGAN }
COUNTY OF WASHTENAW } SS

LI 14650 PA 139

On this 6th day of July, 1961, before me, a Notary Public in and for said County, appeared Marvin L. Niehuss and W. K. Pierpont to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Vice President and Dean of Faculties and the Vice President in charge of Business and Finance of The Regents of the University of Michigan, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Regents; and said Marvin L. Niehuss and W. K. Pierpont acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth R. Mosier
Elizabeth R. Mosier
Notary Public, Washtenaw County,
Michigan

My Commission Expires Oct 14 1961



RECEIVED
FOR RECORD
JAN 5 11 37 AM '62
PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

-4-

RECEIVED
FOR RECORD
JAN 5 11 37 AM '62
PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

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975-556

E654094

QUITCLAIM DEED

L14650 PA136

THIS INDENTURE, Made the 6th day of July, 1961, between The Regents of the University of Michigan, a constitutional corporation of Ann Arbor, Michigan, party of the first part, and General Motors Corporation, whose address is 485 Milwaukee Avenue, Detroit 2, Michigan, party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns forever, subject to the reservations, restrictions, and conditions hereinafter set out and incorporated herein by reference, the following described property situated in the Counties of Wayne and Washtenaw, State of Michigan, to-wit:

E654094

PARCEL "A"

RECORDED JAN 9 1962 ¹⁵⁶ BY BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 25. MICHIGAN

Commencing at the NE corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates of said point being North 2831.02 feet and East 3309.83 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 1° 27' 26" W 50.11 feet along the east line of said Section 12 to the southerly line of Ecorse Road as originally laid out and used; thence S 87° 35' 50" W 251.06 feet along the southerly line of Ecorse Road for a PLACE OF BEGINNING; thence S 0° 00' 35" W 1272.93 feet; thence S 24° 17' 05" E 741.25 feet; thence South 768.31 feet; thence S 41° 23' 40" W 225.25 feet; thence S 64° 28' 25" W 125.00 feet; thence North 40.00 feet; thence N 75° 54' 30" W 404.79 feet; thence East 175.00 feet; thence N 0° 38' 45" E 16.44 feet; thence East 324.92 feet parallel with and 1.0 foot South of the south face of the Willow Run Bomber Plant Building to a point 1.0 foot East of the SE corner of said building; thence North 67.85 feet parallel with and 1.0 foot East of the east face of said building; thence East 47.12 feet; thence Northeasterly 11.96 feet in the arc of a circular curve concave to the Northwest, radius 401.82 feet and chord bearing N 22° 46' 20" E 11.96 feet; thence North 26.97 feet; thence West 51.75 feet to a point 1.0 foot East of the east face of said building; thence North 847.82 feet parallel with and 1.0 foot East of the east face of said building; thence N 20° 35' 45" W 546.30 feet; thence N 0° 02' 10" E 1317.98 feet to the southerly line of Ecorse Road; thence N 87° 35' 50" E 40.99 feet along the southerly line of Ecorse Road to the Place of Beginning, containing 5.973 acres of land more or less and being located in the E½ of Section 12, T3S,

R7E, Ypsilanti Township, Washtenaw County, Michigan, and the W $\frac{1}{2}$ of Section 7, T3S, R8E, Van Buren Township, Wayne County, Michigan.

PARCEL "B"

Commencing at the E $\frac{1}{4}$ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43" W 342.18 feet along the east line of said Section 12; thence West 1008.28 feet for a PLACE OF BEGINNING, the coordinates for said place of beginning being South 157.85 feet and East 2233.95 feet; thence S 0° 03' 45" W 116.22 feet; thence S 77° 57' 35" W 502.15 feet; thence South 24.27 feet; thence West 1059.88 feet; thence N 87° 23' 00" W 70.12 feet; thence N 80° 44' 00" W 75.00 feet; thence N 75° 32' 00" W 172.85 feet; thence N 56° 33' 55" W 215.23 feet; thence S 89° 55' 54" E 160.10 feet; thence N 73° 53' 36" E 239.20 feet; thence East 1652.28 feet to the Place of Beginning, containing 9.496 acres of land more or less and being part of the S $\frac{1}{2}$ of Said Section 12.

PARCEL "C"

Commencing at the E $\frac{1}{4}$ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43" W 407.71 feet along the east line of said Section 12; thence West 3603.03 feet for a PLACE OF BEGINNING, the coordinates for said Place of Beginning being South 223.38 feet and West 360.85 feet; thence N 89° 55' 54" W 414.17 feet; thence N 0° 03' 30" W 28.13 feet; thence N 89° 59' 40" E 258.62 feet; thence N 0° 18' 58" E 29.55 feet; thence N 78° 02' 40" E 111.75 feet; thence S 29° 31' 47" E 93.50 feet to the Place of Beginning, containing 0.386 acres of land more or less and being a part of the SW $\frac{1}{4}$ of said Section 12.

The above-described property is a portion of the airport property conveyed by the United States of America to the grantor herein by quitclaim deed dated January 15, 1947, and recorded on February 13, 1947, in Liber 8465, Page 438, Wayne County Records, and also recorded on February 24, 1947, in Liber 446, Page 232, Washtenaw County Records. The above-described property is hereby conveyed subject to the reservations, restrictions, and conditions set out in the said deed of January 15, 1947, and by acceptance of this deed, the grantee herein assumes all the obligations therein imposed with respect to the above-described parcels.

The above-described parcels are specifically subject to a perpetual easement for a spur track and fence over the property,

L114650 PA 138

and the grantor hereby reserves unto itself, its successors and assigns for the benefit of the general public, a perpetual easement and right of way for the free unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the above-described 15.855 acres, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from or operating on the Willow Run Airport. Grantee takes interest in the described 15.855 acres subject to the restriction that no building, structure, or growth or other obstruction of any kind or nature whatsoever shall be erected or permitted upon the said 15.855 acres that will extend above the heights prescribed in the Willow Run Airport Zoning Ordinance adopted April 6, 1955, and made effective May 6, 1955, and that no use will be made of the said 15.855 acres which will interfere with or endanger in any way operations of aircraft at the Willow Run Airport, including the landing, take-off, and maneuvering of said aircraft.

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining; To Have and to Hold the said premises, except the rights excepted and reserved above, to the said party of the second part and to its successors and assigns forever.

In Witness Whereof, The Regents of the University of Michigan, party of the first part, has caused these presents to be signed in its name by its Vice President and Dean of Faculties and its Vice President in charge of Business and Finance and sealed with its corporate seal the day and year first above written.

Elizabeth R. Mosler
Elizabeth R. Mosler

Ethel J. Hastings
Ethel J. Hastings

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By *Marvin L. Niehuss*
Marvin L. Niehuss, Vice President

By *W. K. Pierpont*
W. K. Pierpont, Vice President

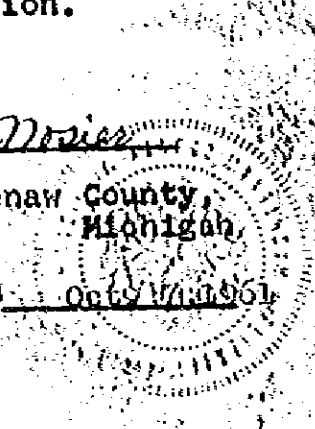
STATE OF MICHIGAN }
COUNTY OF WASHTENAW } SS

LI 14650 PA 139

On this 6th day of July, 1961, before me, a Notary Public in and for said County, appeared Marvin L. Niehuss and W. K. Pierpont to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Vice President and Dean of Faculties and the Vice President in charge of Business and Finance of The Regents of the University of Michigan, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Regents; and said Marvin L. Niehuss and W. K. Pierpont acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth R. Mosier
Elizabeth R. Mosier
Notary Public, Washtenaw County,
Michigan

My Commission Expires Oct 14 1961



RECEIVED
FOR RECORD

JAN 5 11 37 AM '62

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

-4-

RECEIVED
FOR RECORD

JAN 5 11 37 AM '62

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

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E654094

QUITCLAIM DEED

L14650 PA136

THIS INDENTURE, Made the 6th day of July, 1961, between The Regents of the University of Michigan, a constitutional corporation of Ann Arbor, Michigan, party of the first part, and General Motors Corporation, whose address is 485 Milwaukee Avenue, Detroit 2, Michigan, party of the second part.

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns forever, subject to the reservations, restrictions, and conditions hereinafter set out and incorporated herein by reference, the following described property situated in the Counties of Wayne and Washtenaw, State of Michigan, to-wit:

PARCEL "A"

RECORDED JAN 9 1962 ¹⁵⁶ BY BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 25. MICHIGAN

Commencing at the NE corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates of said point being North 2831.02 feet and East 3309.83 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 1° 27' 26" W 50.11 feet along the east line of said Section 12 to the southerly line of Ecorse Road as originally laid out and used; thence S 87° 35' 50" W 251.06 feet along the southerly line of Ecorse Road for a PLACE OF BEGINNING; thence S 0° 00' 35" W 1272.93 feet; thence S 24° 17' 05" E 741.25 feet; thence South 768.31 feet; thence S 41° 23' 40" W 225.25 feet; thence S 64° 28' 25" W 125.00 feet; thence North 40.00 feet; thence N 75° 54' 30" W 404.79 feet; thence East 175.00 feet; thence N 0° 38' 45" E 16.44 feet; thence East 324.92 feet parallel with and 1.0 foot South of the south face of the Willow Run Bomber Plant Building to a point 1.0 foot East of the SE corner of said building; thence North 67.85 feet parallel with and 1.0 foot East of the east face of said building; thence East 47.12 feet; thence Northeasterly 11.96 feet in the arc of a circular curve concave to the Northwest, radius 401.82 feet and chord bearing N 22° 46' 20" E 11.96 feet; thence North 26.97 feet; thence West 51.75 feet to a point 1.0 foot East of the east face of said building; thence North 847.82 feet parallel with and 1.0 foot East of the east face of said building; thence N 20° 35' 45" W 546.30 feet; thence N 0° 02' 10" E 1317.98 feet to the southerly line of Ecorse Road; thence N 87° 35' 50" E 40.99 feet along the southerly line of Ecorse Road to the Place of Beginning, containing 5.973 acres of land more or less and being located in the E½ of Section 12, T3S,

E654094

R7E, Ypsilanti Township, Washtenaw County, Michigan, and the W $\frac{1}{2}$ of Section 7, T3S, R8E, Van Buren Township, Wayne County, Michigan.

PARCEL "B"

Commencing at the E $\frac{1}{4}$ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43" W 342.18 feet along the east line of said Section 12; thence West 1008.28 feet for a PLACE OF BEGINNING, the coordinates for said place of beginning being South 157.85 feet and East 2233.95 feet; thence S 0° 03' 45" W 116.22 feet; thence S 77° 57' 35" W 502.15 feet; thence South 24.27 feet; thence West 1059.88 feet; thence N 87° 23' 00" W 70.12 feet; thence N 80° 44' 00" W 75.00 feet; thence N 75° 32' 00" W 172.85 feet; thence N 56° 33' 55" W 215.23 feet; thence S 89° 55' 54" E 160.10 feet; thence N 73° 53' 36" E 239.20 feet; thence East 1652.28 feet to the Place of Beginning, containing 9.496 acres of land more or less and being part of the S $\frac{1}{2}$ of Said Section 12.

PARCEL "C"

Commencing at the E $\frac{1}{4}$ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43" W 407.71 feet along the east line of said Section 12; thence West 3603.03 feet for a PLACE OF BEGINNING, the coordinates for said Place of Beginning being South 223.38 feet and West 360.85 feet; thence N 89° 55' 54" W 414.17 feet; thence N 0° 03' 30" W 28.13 feet; thence N 89° 59' 40" E 258.62 feet; thence N 0° 18' 58" E 29.55 feet; thence N 78° 02' 40" E 111.75 feet; thence S 29° 31' 47" E 93.50 feet to the Place of Beginning, containing 0.386 acres of land more or less and being a part of the SW $\frac{1}{4}$ of said Section 12.

The above-described property is a portion of the airport property conveyed by the United States of America to the grantor herein by quitclaim deed dated January 15, 1947, and recorded on February 13, 1947, in Liber 8465, Page 438, Wayne County Records, and also recorded on February 24, 1947, in Liber 446, Page 232, Washtenaw County Records. The above-described property is hereby conveyed subject to the reservations, restrictions, and conditions set out in the said deed of January 15, 1947, and by acceptance of this deed, the grantee herein assumes all the obligations therein imposed with respect to the above-described parcels.

The above-described parcels are specifically subject to a perpetual easement for a spur track and fence over the property,

L14650 PA 138

and the grantor hereby reserves unto itself, its successors and assigns for the benefit of the general public, a perpetual easement and right of way for the free unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across the above-described 15.855 acres, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from or operating on the Willow Run Airport. Grantee takes interest in the described 15.855 acres subject to the restriction that no building, structure, or growth or other obstruction of any kind or nature whatsoever shall be erected or permitted upon the said 15.855 acres that will extend above the heights prescribed in the Willow Run Airport Zoning Ordinance adopted April 6, 1955, and made effective May 6, 1955, and that no use will be made of the said 15.855 acres which will interfere with or endanger in any way operations of aircraft at the Willow Run Airport, including the landing, take-off, and maneuvering of said aircraft.

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining; To Have and to Hold the said premises, except the rights excepted and reserved above, to the said party of the second part and to its successors and assigns forever.

In Witness Whereof, The Regents of the University of Michigan, party of the first part, has caused these presents to be signed in its name by its Vice President and Dean of Faculties and its Vice President in charge of Business and Finance and sealed with its corporate seal the day and year first above written.

Elizabeth R. Mosler
 Elizabeth R. Mosler
Ethel J. Hastings
 Ethel J. Hastings

THE REGENTS OF THE UNIVERSITY OF MICHIGAN
 By *Marvin L. Niehuss*
 Marvin L. Niehuss, Vice President
 By *W. K. Pierpont*
 W. K. Pierpont, Vice President

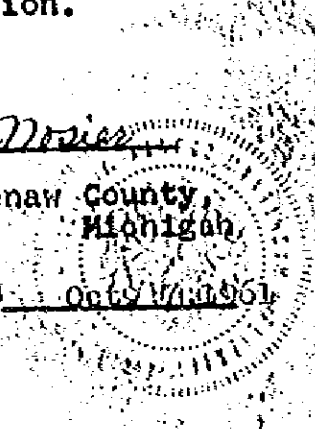
STATE OF MICHIGAN }
COUNTY OF WASHTENAW } SS

LI 14650 PA 139

On this 6th day of July, 1961, before me, a Notary Public in and for said County, appeared Marvin L. Niehuss and W. K. Pierpont to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Vice President and Dean of Faculties and the Vice President in charge of Business and Finance of The Regents of the University of Michigan, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Regents; and said Marvin L. Niehuss and W. K. Pierpont acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth R. Mosier
Elizabeth R. Mosier
Notary Public, Washtenaw County,
Michigan

My Commission Expires Oct 14 1961



RECEIVED
FOR RECORD
JAN 5 11 37 AM '62
PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

RECEIVED
FOR RECORD
JAN 5 11 37 AM '62
PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

-4-

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(d) To make, sign, seal, acknowledge and deliver a general warranty deed in the form, manner, and at the time required by the Government, conveying to the said Earl L. Bauer, or such other person as may be designated in his stead as aforesaid, a valid, unencumbered, indefeasible fee simple title to said real estate meeting all requirements of the Government.

(e) To obtain and deliver a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of said purchase price, and to comply with all the requirements of such company.

(f) To perform such other acts, or to execute and deliver such other instruments as shall be necessary or desirable in order to sell and convey the real estate above described by, through and under such form of option.

giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as we might or could do if personally present at the doing thereof, hereby ratifying and confirming all that our said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of June, A. D. 1942.

Harry F. Watts (SEAL)
Harry F. Watts

Olive Watts (SEAL)
Olive Watts

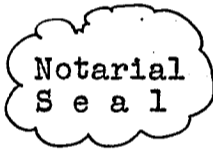
Signed, sealed and delivered in the presence of

STATE OF ILLINOIS)
COUNTY OF Knox) ss.

On this 3 day of June, A. D. 1942, before me personally appeared Harry F. Watts and Olive Watts, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

N. Viola Taylor
Notary Public

My commission expires: May 16 - 1943



D E E D

Ford Motor Company
to
Defense Plant Corporation

Register of Deeds) Received for Record, the 1st day
Washtenaw County) ss. of June A. D. 1942 at 4:15
o'clock P. M. and recorded in
Liber 360 of Deeds on page 466.

Katherine W. Skau, Register of Deeds.
Gertrude Egel Clerk.

Washtenaw County Treasurer's Tax Certificate No. 09931

D E E D

THIS INDENTURE, made this 30th day of MARCH, 1942, between FORD MOTOR COMPANY, a Delaware corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as party of the first part, and DEFENSE PLANT CORPORATION, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, as party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, does hereby convey and warrant unto the party of the second part, and/its successors and assigns all those certain pieces or parcels of land in the Township of Ypsilanti, County of Washtenaw and State of Michigan, described as follows, to wit:

Land in Section 12, T 3 S, R 7 E, Ypsilanti Township, Washtenaw County, Michigan, described as follows:

Commencing at the southeast corner of said Section 12, and running thence along the southerly line of said section S 87° 46' 10" W, 2517.91 feet to the S 1/4 corner of said section, continuing thence along said southerly line S 87° 30' 10" W, 1500.79 feet; thence N 0° 01' 10" W, 66.00 feet; thence N 54° 23' 50" W, 712.67 feet; thence N 0° 01' 40" W, 1217.35 feet; thence N 49° 22' 40" E, 763.74 feet; thence N 0° 03' 30" W, 150.00 feet, thence N 89° 59' 40" E, 258.62 feet; thence N 0° 20' 50" E, 1572.88 feet to the southerly line of Ecorse Road of 100 foot width; thence along said southerly line N 69° 33' 00" E, 138.00 feet to a point

on a curve to the left of 2914.93 foot radius; thence along the arc of said curve 431.02 feet to a point of tangency, said point being N 65° 18' 50" E, 430.63 feet from last mentioned point; thence N 61° 04' 40" E, 1960.37 feet to a point on a curve to the right of 1512.88 foot radius; thence along the arc of said curve 699.36 feet to a point of tangency, said point being N 74° 29' 15" E, 693.15 feet from the last mentioned point; thence N 87° 33' 50" E, 909.96 feet to the easterly line of said Section 12; thence along said easterly line S 1° 25' 20" W, 2597.74 feet to the west 1/4 corner of Section 7, T 3 S, R 8 E; continuing thence along said westerly line S 0° 02' 10" W, 2561.15 feet to the point of commencement.

HDO.

Excepting and reserving therefrom a parcel of land in the N.E. 1/4 of Section 12, described as follows:

Beginning at the intersection of the easterly line of Section 12, and the southerly line of Ecorse Road, of 100 foot width, said point being S 1° 25' 10" W, 50.11 ft. from the N.W. corner of Sec. 7, T 3 S, R 8 E, and running thence along said easterly line S 1° 25' 10" W, 749.02 feet; thence S 89° 57' 40" W, 231.82 ft; thence N 0° 02' 20" W, 275.00 feet; thence N 89° 57' 40" E, 205.83 feet; thence N 1° 25' 10" E, 472.53 feet; thence N 87° 34' 00" E, 33.07 feet to the point of commencement, containing 1.845 acres more or less.

HDO.

Also excepting and reserving therefrom a parcel of land in S.W. 1/4 of Section 12, described as follows:

Commencing at a point on the south line of said Section 12, said point being S 87° 30' 10" W, 94.03 feet from the south 1/4 corner of said section; running thence along said south line S 87° 30' 10" W, 290.65 feet; thence N 2° 29' 50" W, 299.37 feet; thence N 87° 30' 10" E, 290.65 feet; thence S 2° 29' 50" E, 299.37 feet to the point of commencement, containing 1.998 acres more or less.

HDO.

Conveying a net acreage of 439.984 acres, more or less.

Subject, however, to existing public rights of way, if any, and such rights, licenses or easements as may have been granted or created in the erection and construction of a bomber airplane factory upon the premises.

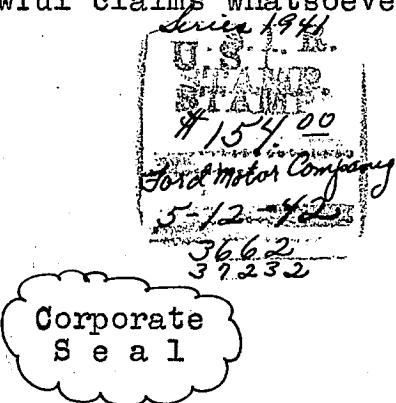
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns FOREVER.

And the said party of the first part, for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the above granted premises in fee simple; that they are free from all encumbrances whatsoever, except only as hereinbefore indicated; and that first party will, and its successors shall forever warrant and defend the same against all lawful claims whatsoever, excepting only the rights, interests or easements hereinbefore mentioned.

In the presence of:

R. H. Powell
R. H. Powell

Frederick Leithe
Frederick Leithe



FORD MOTOR COMPANY

By A. M. Wibel
 Vice President A. M. Wibel

ok
 EJM
 HHO

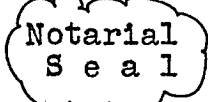
H L Moekle
 ASST. Secretary H. L. Moekle

STATE OF MICHIGAN)
 COUNTY OF WAYNE) SS

On this 30 day of March, in the year one thousand nine hundred and forty-two, before me appeared A. M. Wibel and H. L. Moekle, to me personally known, who, being by me severally duly sworn, did say that they were, respectively, Vice President and Assistant Secretary of the Ford Motor Company, a corporation created and existing under the laws of the State of Delaware; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said A. M. Wibel and H. L. Moekle acknowledged the said instrument to be the free act and deed of the said Ford Motor Company.

Fernando E. Armstrong
 Notary Public, Wayne County, Michigan
 Fernando E. Armstrong

My Commission expires March 18, 1945



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(d) To make, sign, seal, acknowledge and deliver a general warranty deed in the form, manner, and at the time required by the Government, conveying to the said Earl L. Bauer, or such other person as may be designated in his stead as aforesaid, a valid, unencumbered, indefeasible fee simple title to said real estate meeting all requirements of the Government.

(e) To obtain and deliver a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of said purchase price, and to comply with all the requirements of such company.

(f) To perform such other acts, or to execute and deliver such other instruments as shall be necessary or desirable in order to sell and convey the real estate above described by, through and under such form of option.

giving and granting unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as we might or could do if personally present at the doing thereof, hereby ratifying and confirming all that our said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3 day of June, A. D. 1942.

Harry F. Watts (SEAL)
Harry F. Watts

Olive Watts (SEAL)
Olive Watts

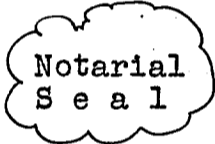
Signed, sealed and delivered in the presence of

STATE OF ILLINOIS)
COUNTY OF Knox) ss.

On this 3 day of June, A. D. 1942, before me personally appeared Harry F. Watts and Olive Watts, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

N. Viola Taylor
Notary Public

My commission expires: May 16 - 1943



DEED

Ford Motor Company
to
Defense Plant Corporation

Register of Deeds) Received for Record, the 1st day
Washtenaw County) ss. of June A. D. 1942 at 4:15
o'clock P. M. and recorded in
Liber 360 of Deeds on page 466.

Katherine W. Skau, Register of Deeds.
Gertrude Egel Clerk.

Washtenaw County Treasurer's Tax Certificate No. 09931

DEED

THIS INDENTURE, made this 30th day of MARCH, 1942, between FORD MOTOR COMPANY, a Delaware corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as party of the first part, and DEFENSE PLANT CORPORATION, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, as party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, does hereby convey and warrant unto the party of the second part, and/its successors and assigns all those certain pieces or parcels of land in the Township of Ypsilanti, County of Washtenaw and State of Michigan, described as follows, to wit:

Land in Section 12, T 3 S, R 7 E, Ypsilanti Township, Washtenaw County, Michigan, described as follows:

Commencing at the southeast corner of said Section 12, and running thence along the southerly line of said section S 87° 46' 10" W, 2517.91 feet to the S 1/4 corner of said section, continuing thence along said southerly line S 87° 30' 10" W, 1500.79 feet; thence N 0° 01' 10" W, 66.00 feet; thence N 54° 23' 50" W, 712.67 feet; thence N 0° 01' 40" W, 1217.35 feet; thence N 49° 22' 40" E, 763.74 feet; thence N 0° 03' 30" W, 150.00 feet, thence N 89° 59' 40" E, 258.62 feet; thence N 0° 20' 50" E, 1572.88 feet to the southerly line of Ecorse Road of 100 foot width; thence along said southerly line N 69° 33' 00" E, 138.00 feet to a point

on a curve to the left of 2914.93 foot radius; thence along the arc of said curve 431.02 feet to a point of tangency, said point being N 65° 18' 50" E, 430.63 feet from last mentioned point; thence N 61° 04' 40" E, 1960.37 feet to a point on a curve to the right of 1512.88 foot radius; thence along the arc of said curve 699.36 feet to a point of tangency, said point being N 74° 29' 15" E, 693.15 feet from the last mentioned point; thence N 87° 33' 50" E, 909.96 feet to the easterly line of said Section 12; thence along said easterly line S 1° 25' 20" W, 2597.74 feet to the west 1/4 corner of Section 7, T 3 S, R 8 E; continuing thence along said westerly line S 0° 02' 10" W, 2561.15 feet to the point of commencement.

HDO.

Excepting and reserving therefrom a parcel of land in the N.E. 1/4 of Section 12, described as follows:

Beginning at the intersection of the easterly line of Section 12, and the southerly line of Ecorse Road, of 100 foot width, said point being S 1° 25' 10" W, 50.11 ft. from the N.W. corner of Sec. 7, T 3 S, R 8 E, and running thence along said easterly line S 1° 25' 10" W, 749.02 feet; thence S 89° 57' 40" W, 231.82 ft; thence N 0° 02' 20" W, 275.00 feet; thence N 89° 57' 40" E, 205.83 feet; thence N 1° 25' 10" E, 472.53 feet; thence N 87° 34' 00" E, 33.07 feet to the point of commencement, containing 1.845 acres more or less.

HDO.

Also excepting and reserving therefrom a parcel of land in S.W. 1/4 of Section 12, described as follows:

Commencing at a point on the south line of said Section 12, said point being S 87° 30' 10" W, 94.03 feet from the south 1/4 corner of said section; running thence along said south line S 87° 30' 10" W, 290.65 feet; thence N 2° 29' 50" W, 299.37 feet; thence N 87° 30' 10" E, 290.65 feet; thence S 2° 29' 50" E, 299.37 feet to the point of commencement, containing 1.998 acres more or less.

HDO.

Conveying a net acreage of 439.984 acres, more or less.

Subject, however, to existing public rights of way, if any, and such rights, licenses or easements as may have been granted or created in the erection and construction of a bomber airplane factory upon the premises.

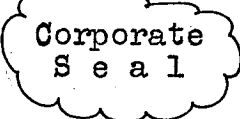
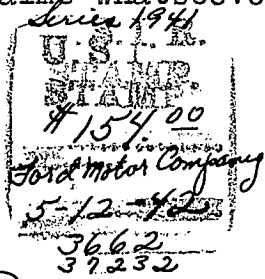
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto the said party of the second part and to its successors and assigns FOREVER.

And the said party of the first part, for itself and its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the above granted premises in fee simple; that they are free from all encumbrances whatsoever, except only as hereinbefore indicated; and that first party will, and its successors shall forever warrant and defend the same against all lawful claims whatsoever, excepting only the rights, interests or easements hereinbefore mentioned.

In the presence of:

R. H. Powell
R. H. Powell

Frederick Leithe
Frederick Leithe



FORD MOTOR COMPANY

By A. M. Wibel
 Vice President A. M. Wibel

ok
 EJM
 HHO

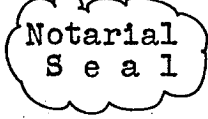
H L Moekle
 ASST. Secretary H. L. Moekle

STATE OF MICHIGAN)
 COUNTY OF WAYNE) SS

On this 30 day of March, in the year one thousand nine hundred and forty-two, before me appeared A. M. Wibel and H. L. Moekle, to me personally known, who, being by me severally duly sworn, did say that they were, respectively, Vice President and Assistant Secretary of the Ford Motor Company, a corporation created and existing under the laws of the State of Delaware; and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said A. M. Wibel and H. L. Moekle acknowledged the said instrument to be the free act and deed of the said Ford Motor Company.

Fernando E. Armstrong
 Notary Public, Wayne County, Michigan
 Fernando E. Armstrong

My Commission expires March 18, 1945



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E974844

WARRANTY DEED

L15676 PA 19

THIS INDENTURE, Made this 6th day of April, 1965, between The Regents of the University of Michigan, a constitutional corporation, of 500 South State Street, Ann Arbor, Michigan, as Grantor, and Ford Motor Company, a Delaware corporation with offices at The American Road, Dearborn, Michigan, as Grantee.

W I T N E S S E T H:

That for One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor conveys and warrants to Grantee the following described premises in the Township of Van Buren, County of Wayne, and State of Michigan, to-wit:

The North fifteen acres of the following described parcel of land: The east half of the east half of the east half of the southwest quarter of section 17, containing 20 acres of land more or less; and the west one-eighth part of the west half of the southeast quarter of section 17, aforesaid being bounded as follows, to-wit: Commencing at the south quarter post of said section running thence northerly upon the quarter line of the center of said section; thence north 87 degrees east 2 chains and 44 links; thence southerly parallel with said quarter line to the south line of said section; thence 2 chains and 47 links to place of beginning, containing 10 acres of land more or less all being in town 3 south, range 8 east.

Provided, however, that Grantor hereby reserves unto itself, its successors and assigns, for the benefit of the general public, an easement and right of way for the free unobstructed passage of aircraft, by whomsoever owned or operated, in and through that air space over and across the above-described fifteen acres which lies above the limiting heights

This is to certify that there are no tax liens or titles on the property and that taxes are paid for FIVE YEARS PREVIOUS to date of this instrument.

No. 6591

RECORDED JUN 14 1965 AT 11:59 P 9 CLOCK

BERNARD J. YOUNGBLOOD, Register of Deeds

WAYNE COUNTY 26, MICHIGAN

JUN 14 1965 WAYNE COUNTY TREASURER

Clerk *[Signature]*

JUN 14 1965 6591 A* 000050

E974844

of objects in accordance with applicable standards of the Federal Aviation Agency's Technical Standard Order N 18, as amended, and as hereafter amended or superseded, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from, or operating on the said Willow Run Airport; provided, further, however, that said easement as herein reserved shall continue only as long as said Willow Run Airport is used for airport purposes.

Grantee takes title to the said fifteen acres subject to the Willow Run Airport Zoning Ordinance adopted April 6, 1955, and made effective May 6, 1955.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining.

IN WITNESS WHEREOF, the said The Regents of the University of Michigan have caused these presents to be signed in its name by its President and Vice President and sealed with its corporate seal on the day and year first above written.

Signed, Sealed and
Delivered in Presence of

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

Elizabeth R. Mosier

Elizabeth R. Mosier

By

Harlan Hatcher

Harlan Hatcher
Its President

Helen M. Meier

Helen M. Meier

By

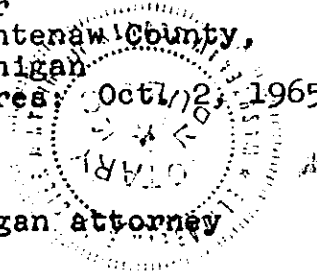
W. K. Pierpont

W. K. Pierpont
Its Vice President

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) SS

On this 6th day of April, 1965,
before me, a Notary Public in and for said County, appeared
Harlan Hatcher and W. K. Pierpont, to me personally known, who,
being by me duly sworn, did each for himself say that they are
respectively the President and Vice President of The Regents
of the University of Michigan, the corporation named in and
which executed the within instrument, and that the seal affixed
to said instrument is the corporate seal of said corporation;
and that said instrument was signed and sealed in behalf of
said corporation by authority of its Board of Regents; and
said Harlan Hatcher and W. K. Pierpont acknowledged said
instrument to be the free act and deed of said corporation.

Elizabeth R. Mosier
Elizabeth R. Mosier
Notary Public, Washtenaw County,
Michigan
My Commission Expires: Oct 12, 1965



Drafted by E. A. Cummiskey, University of Michigan attorney
3040 Administration Building
Ann Arbor, Michigan

and
George Kircos
Ford Motor Company
The American Road
Dearborn, Michigan

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This instrument was presented and received for record this 7th day of April A. D. 1944 at 11:00 o'clock A.M., and recorded in Liber 377 of Deeds, on Page 54, as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, Public Acts of 1931.

THE QUIRK FARMS TO

WARRANTY DEED AGREEMENT

KATHERINE W. SKAU, Register of Deeds. Omaha Bernard Clerk.

DEFENSE PLANT CORPORATION

This Indenture Made this 6th day of October, 1943

BETWEEN THE QUIRK FARMS, a Michigan corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as party of the first part, and DEFENSE PLANT CORPORATION, 811 Vermont Avenue, N.W., Washington, D.C. a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, as party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does hereby convey and warrant unto the said party of the second part, and to its successors and assigns, All those certain piece or parcels of land, in the Township of Ypsilanti, County of Washtenaw, State of Michigan, described as follows, to-wit:

Land in the East 1/2 of the Southeast 1/4 of Section 11, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, described as follows:

Commencing at a point on the South line of Sec. 11, T 3 S., R 7 E., Ypsilanti Township, Washtenaw County, Michigan, lying N. 88 deg. - 53' - 30" W 33.02' from the southeast corner of said Sec. 11, thence N. 0 deg. - 18' - 40" E. 1428.80' to a point; thence N 89 deg. 41' - 20" W 2.73' to a point of curvature of a curve to the left of 2209.35' radius; thence along the Arc of said curve 775.07' to a point, said point being N 10 deg. - 06' 30" W 770.88' from the point of curvature; thence N. 20 deg. - 09' - 20" W 91.82' to a point, thence N 89 deg. - 24' 40" W. 525.68' to a point; thence S 0 deg. - 18' - 40" W 2265.79' to a point on the south line of said Sec. 11 thence along said South line of said Sec. 11, S. 88 deg. 53' 30" E 700.00' to the place of commencing, said parcel of land containing 35.20 acres more or less.

Subject, however, to existing public rights of way, if any, and such rights, licenses or easements as may have been granted or created by recorded conveyances or agreements.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said party of the first part, for itself and assigns does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns that at the time of the ensembling and delivery of these presents it was well seized of the above granted premises in Fee Simple; that said premises whatsoever are free from all incumbrances except only as hereinbefore indicated; and that party of the first part

will, and its successors shall Forever Warrant and Defend the same against all lawful claims whatsoever, excepting only the rights, interests or easements hereinbefore mentioned.

In Witness Whereof, The said party of the first part has on the day and year first above written set its hand and seal by its duly authorized officers or agents.

Signed, Sealed and Delivered in Presence of C. A. Zahnow, C. A. Zahnow, A. Schweitzer, A. Schweitzer

Stamp: U.S.I.E. STAMP \$11.00 Quirk Farms Oct 26 1943



THE QUIRK FARMS By Frank Campsall, President. Frank Campsall By L. J. Thompson, Secretary. L. J. Thompson RHP ok EJM

STATE OF MICHIGAN, } ss. On this 6th day of October A.D., 1943, before me, a Notary Public

in and for said County, appeared Frank Campsall and L. J. Thompson, to me personally known, who, being by me duly sworn, did say that they are, respectively,

President and Secretary of The Quirk Farms, a corporation created and existing under the laws of the State of Michigan; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said

Frank Campsall and L. J. Thompson the Quirk Farms. acknowledged said instrument to be the free act and deed of said corporation.

My commission expires Nov. 12, 1944 Notarial Seal Annabelle Schweitzer Notary Public, Wayne County, Michigan, Wayne

QUITCLAIM DEED

THIS INDENTURE, WITNESSETH:

THAT, the RECONSTRUCTION FINANCE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the United States of America, which corporation has succeeded pursuant to the provisions of Public Law 109, 79th Congress, approved on June 30, 1945, to all the rights and assets of Defense Plant Corporation, and the UNITED STATES OF AMERICA, both acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), hereinafter called the "Grantor", for and in consideration of the sum of TEN THOUSAND FIVE HUNDRED AND SIXTY DOLLARS (\$10,560.00), the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and FOREVER QUITCLAIM unto ARVIN PURCELL and LOIS PURCELL, his wife, hereinafter called the "Grantees", the following described property situate in the County of Washtenaw, State of Michigan, to-wit:

Commencing at a point on the South line of Sec. 11, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, lying N. 88 deg. 53' 30" W. 33.02' from the Southeast corner of said Sec. 11, thence N. 0 deg. 18' 40" E. 1428.80' to a point; thence N. 89 deg. 41' 20" W. 2.73' to a point of curvature of a curve to the left of 2209.35' radius; thence along the arc of said curve 775.08' to a point, said point being N. 10 deg. 06' 30" W. 770.88' from the point of curvature; thence N. 20 deg. 09' 20" W. 91.82' to a point; thence N. 89 deg. 24' 40" W. 525.68' to a point; thence 80 deg. 18' 40" W. 2265.79' to a point on the South line of said Sec. 11; thence along said South line of said Sec. 11, S. 88 deg. 53' 30" E. 700.00' to the place of commencing, said parcel of land containing 35.20 acres more or less.

Together with and subject to any and all easements for roadways, highways, public utilities, railways, pipelines, sewers, drainage, or otherwise, excluding from this conveyance public utility lines and conduits.

Grantor hereby reserves a perpetual easement and right-of-way for the benefit of itself, its successors and assigns and the duly authorized

Willow Run Airport Parcel E

and licensed users for navigational purposes of the land situate adjacent thereto known and designated as the Willow Run Airfield and/or as the Willow Run Army Airfield, for the free and unobstructed passage of aircraft in, through and across the air space above said property. This easement and reservation includes a permanent and continuing easement and right-of-way on the part of the Grantor and the present and future owners of the lands known and operated as the Willow Run Airfield and the Willow Run Army Airfield to enter upon any and all of the lands hereinabove described, and remove from and clear said lands of any and all obstructions and/or growths situated thereon which will impinge upon the 40 to 1 ratio glide angle approach zone or the 7 to 1 ratio transitional approach zone for the runways now situate or to be constructed upon said airfield, and in no event will any structure be erected thereon or trees or other plants allowed to grow thereon to a height of more than 100 feet above the natural surface of the earth, which easement and right-of-way shall constitute and be deemed a covenant running with the land.

The above described property was acquired by Grantor by Warranty Deed from The Quirk Farms dated October 6, 1943, and recorded in the office of the Register of Deeds for Washtenaw County, Michigan on April 7, 1944 in Liber 377 of Deeds, at Page 54.

Said property was duly declared surplus and assigned to the Administrator of General Services for disposal pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), and applicable orders and regulations issued thereunder.

IN WITNESS WHEREOF, the Administrator of General Services, acting for and on behalf of the RECONSTRUCTION FINANCE CORPORATION and the UNITED STATES OF AMERICA, has caused these presents to be duly executed for and in its name and behalf by John Wm. Chapman, Jr., Regional Commissioner, General Services Administration, Chicago, Illinois, who has this 5th day of February, 1957, hereunto set his hand and seal.

Witnesses

Robert L. Fendergast
Robert L. Fendergast

Harold M. Kaufmann
Harold M. Kaufmann

Administrator of General Services,
Acting for and on behalf of
RECONSTRUCTION FINANCE CORPORATION
and UNITED STATES OF AMERICA

By:

John Wm. Chapman, Jr. (SEAL)
John Wm. Chapman, Jr.
Regional Commissioner
General Services Administration
Chicago, Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Carolyn Westgate, a Notary Public in and for the State of Illinois, do hereby certify that John Wm. Chapman, Jr., to me personally known to be the Regional Commissioner, General Services Administration, Chicago, Illinois, and also known to me as the person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument in his official capacity as such Regional Commissioner, as his free and voluntary act and the free and voluntary act of the Administrator of General Services, and as the free and voluntary act and deed of the Reconstruction Finance Corporation and the United States of America, for the consideration and purposes therein set forth, and that he was duly authorized by law to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 5th day of February, 1957.

Carolyn Westgate
Carolyn Westgate - Notary Public

My Commission Expires August 28, 1957



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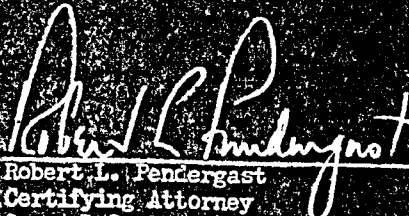
PATRICIA HEWNIK HARDY
REGISTER OF DEEDS
WARREN COUNTY, MICH.

C E R T I F I C A T E

I, Robert L. Pendergast, Certifying Attorney, General Services Administration, Region 5, Chicago, Illinois, in my official capacity as such Certifying Attorney, do hereby certify that authority for conducting the business of General Services Administration, Region 5, has been delegated to the Regional Commissioner by the Administrator of General Services pursuant to the authority vested in said Administrator by the Federal Property and Administrative Services Act of 1949, Public Law 152, 81st Congress, approved June 30, 1949, and other applicable laws and regulations promulgated thereunder.

I further certify that John Wm. Chapman, Jr. was appointed Regional Director (which title was later changed to Regional Commissioner by Administrative Order No. 185 dated June 18, 1956), General Services Administration, Region 5, Chicago, Illinois on January 16, 1956 by order of the Administrator of General Services, and that as of this date John Wm. Chapman, Jr. occupies said position as Regional Commissioner, General Services Administration, Region 5, Chicago, Illinois.

Dated at Chicago, Illinois this 5th day of February, 1957.


 Robert L. Pendergast
 Certifying Attorney
 General Services Administration
 Region 5
 Chicago, Illinois

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PATRICIA NEWKIRK HARDY
 REGISTER OF DEEDS
 WASHTENAW COUNTY, MICH

LIBER 775 PAGE 573

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Witnesses as to the signature of and Beatrice Deubel:

Sophie Twigg / Sophie Twigg Joyce E. Reese / Joyce E. Reese

STATE OF New York COUNTY OF Queens

On this 6 day of March 1944, before me, a Notary Public in and for said county, personally appeared Beatrice Deubel to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed



Marion K. Quinn / MARION K. QUINN Notary Public NOTARY PUBLIC Queens County Queens Co. Clk's No. 3679, Reg. No. 4022 Commission Expires March 30, 1944

My commission expires

Witnesses as to John S. Deubel

Bessie E. Murch / BESSIE E. MURCH David W. Ellison / DAVID W. ELLISON

STATE OF MICHIGAN COUNTY OF WAYNE

On this 9th day of March, 1944, before me, a Notary Public in and for said county, personally appeared John S. Deubel (John S. Deubel to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.



Bessie E. Murch / Bessie E. Murch. Notary Public in and for Wayne County, Michigan

My Commission expires March 31, 1946.

Witnesses as to Ethel D. Clarke's signature:

Donald Keith / DONALD KEITH Clarence W. Beam / CLARENCE W. BEAM

STATE OF California COUNTY OF Los Angeles

On this 1st day of March 1944, before me, a Notary Public in and for said county, personally appeared Ethel D. Clarke to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed



Donald Keith / Donald Keith Notary Public NOTARY PUBLIC IN AND FOR THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA My Commission Expires Nov. 15, 1944 My commission expires

QUIT CLAIM DEED

Ford Motor Company to Defense Plant Corporation

REGISTER OF DEEDS) RECEIVED for Record, the 25th day of Washtenaw County)ss. March A.D. 1944 at 9:15 o'clock A.M. and recorded in Liber 378 of Deeds on page 142.

Katherine W. Skau, Register of Deeds.

[Signature] Clerk.

QUIT CLAIM DEED

THIS DEED, made this 24th day of February, 1944, between FORD MOTOR COMPANY, a Delaware corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as party of the first part, and DEFENSE PLANT CORPORATION, 607 Shelby Street, Detroit, Michigan, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act as amended, to aid the Government of the United States in its National Defense Program, as party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, does hereby grant, bargain, sell, remise, release, and FOREVER QUITCLAIM unto the said party of the second part, and to its successors and assigns FOREVER all that certain piece or parcel of land described as follows:

Lands lying in Section 24, T 3 S, R 7 E, Ypsilanti Township, Washtenaw County, Michigan, and described more particularly as follows:

Commencing at a point on the Easterly line of Bridge Road, so-called, of 66.00 foot width, said point being N. 86° 51' 50" E., 1255.88 feet, S. 0° 20' 50" W., 1339.96 ft. S. 0° 19' 00" W., 2129.23 feet and S. 89° 41' 00" E., 33.00 feet from the N.W. corner of said Section 24 and running thence S. 89° 41' 00" E., 567.00 feet; thence S. 0° 19' 00" W., 369.76 feet; thence S. 75° 44' 20" W., 418.80 feet; thence N. 89° 41' 00" W., 171.68 feet to the easterly line of Bridge Road, of 46.00 foot width; thence N. 0° 19' 00" E., 447.75 feet along the said line of Bridge Road, of 46.00 foot width; thence S. 89° 41' 00" E., 10.00 feet to the said easterly line of Bridge Road, of 66.00 foot width; thence N. 0° 19' 00" E., 27.25 feet to the point of commencement, containing 5.796 acres, more or less.

Also granting herewith easements for the construction, placement and maintenance of drains, overflows, and relief lines in, under and across a strip of land lying between the above-described site and the left bank of the Huron River, each easement to be 10 feet in width, lying 5 feet on each side of lines bearing S. 0° 19' 00" W. from the site at distances of 138.33 feet, 178.00 feet, 423.00 feet, and 542.00 feet from the centerline of Bridge Road and being parallel thereto.

Also granting herewith the right to deposit sludge in an old borrow pit described as commencing at a point bearing S. 89° 41' 00" E., 317.00 feet from the point of beginning of the above-described parcel and running thence N. 0° 19' 00" E., 525.00 feet; thence S. 89° 41' 00" E., 310.00 feet; thence S. 0° 19' 00" W., 218.00 feet; thence S. 25° 59' 45" E., 203.04 feet; thence S. 0° 19' 00" W., 125.00 feet; thence N. 89° 41' 00" W., 400.00 feet to the point of commencement.

Reserving, however, the right of ingress and egress over and across the above-described parcel to the first party's lands lying to the south and east of the above-described parcels.

Also granting herewith an easement for the construction, placement and maintenance of an overflow line in, under and across the lands lying between the above-described disposal bed and the Huron River by a strip of land ten feet in width, lying five feet on each side of a line described as commencing at a point bearing N. 86° 51' 50" E., 1255.88 feet, S. 0° 20' 50" W., 1339.96 feet, S. 0° 19' 00" W., 1804.11 feet; and S. 89° 41' 00" E., 660.00 feet from the N.W. corner of said Section 24 and running thence S. 89° 41' 00" E. approximately 85.00 feet to the Huron River. HDO.

It is a condition of this conveyance that if use, operation and maintenance of the factory of Grantee lying north of the lands herein described is wholly discontinued or abandoned, the grantor shall have the right to have the buildings on the premises hereby conveyed, removed, the premises restored, and the property reconveyed to it at the original price of \$203.12 per acre; or, in the absence of such conveyance, grantor, its successors or assigns, may enter into possession of the premises and hold and use the same. Such remedies shall be in addition to any remedies which grantor may have in law or in equity.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the said premises to the said party of the second part, and to its heirs and assigns, to the sole and only proper use, benefit and behalf of the said party of the second part, its heirs and assigns, Forever.

IN WITNESS WHEREOF, the said party of the first part has on the day and year first above written hereunto set its hand and seal to eight copies hereof each of which may be considered as the original copy.

Signed, sealed and delivered in presence of:

R. H. Powell
R. H. Powell

Frederick Leithe
Frederick Leithe

STATE OF MICHIGAN)
COUNTY OF WAYNE)ss

On this 24th day of February, 1944, before me, a Notary Public in and for said county, appeared H. L. Moekle, to me personally known, who, being by me duly sworn, did say that he is the SECRETARY of the Ford Motor Company, a corporation created and existing under the laws of the State of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and that said H. L. Moekle acknowledged the said instrument to be the free act and deed of the Ford Motor Company.

My commission expires

FORD MOTOR COMPANY
By H. L. Moekle
SECRETARY H. L. Moekle



OK
EJM

Roderick H. Powell
Notary Public, Wayne County, Michigan
RODERICK H. POWELL
Notary Public, Wayne County, Michigan
My Commission Expires November 1, 1946

Exemplification of Record

Samuel H. Row Estate
to
Elizabeth Row

REGISTER OF DEEDS) RECEIVED for Record, the 28th day of
Washtenaw County)ss. March A.D. 1944 at 1:30 o'clock P.M.
and recorded in Liber 378 of Deeds on
page 143.

Katherine W. Skau, Register of Deeds.
Gertrude Etzel Clerk.
Lansing, Mich., Dec. 31, 1895.

In the name of God, amen. I, Samuel H. Row of Lansing, Michigan, being of sound mind and memory, hereby make my last will and testament, revoking any previous wills or codicils by me made. I give and bequeath unto my wife, Elizabeth Row, all of my real and personal estate of every name, kind and nature, and hereby appoint her my sole executrix without bonds to carry out the provisions of this my last will and testament.

In witness whereof I have hereunto set my hand and seal this thirty-first day of December, 1895.

Samuel H. Row (L.S.)

The above and foregoing was signed, sealed and published as his last will and testament by the said Samuel H. Row in our presence on the said thirty-first day of December 1895, and we, in his presence and at his request, and in the presence of each other have hereunto set our names as subscribing witnesses.

Frank G. Row
Hart Row
Charles Row

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together with rights incident thereto and the personal property thereon appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, his heirs, successors and assigns: That all rentals and royalties due thereon have been paid and all conditions necessary to keep the same in full force have been duly performed; and that the said Assignor has not done or suffered anything to be done whereby the interest hereby assigned and conveyed has been encumbered in any way whatever.

EXECUTED, This 1st day of April, 1944.

WITNESSES:

Geo. P. McCallum
Geo. P. McCallum
Frank W. Potts
Frank W. Potts

William H. Colvin, Jr.
William H. Colvin, Jr.

STATE OF MICHIGAN
COUNTY OF MACOMB } ss

Before me, the undersigned, a Notary Public within and for said County and State, on this 1st day of April, 1944, personally appeared William H. Colvin, Jr., to me well known to be the identical person who executed the within and foregoing instrument, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand and official seal the day and year last above written.

Geo. P. McCallum
Geo. P. McCallum
Notary Public Washtenaw County
Acting in Macomb County, Michigan

My commission expires January 13, 1947

WARRANTY DEED

Ford Motor Company
to
Defense Plant Corporation.

REGISTER OF DEEDS) RECEIVED for Record, the 23rd day of
Washtenaw County)ss. October A.D. 1944 at 9:55 o'clock A.M.
and recorded in Liber 378 of Deeds
on page 596.

Katherine W. Skau, Register of Deeds.

Washtenaw County Treasurer's Tax Certificate No. 17472

Deputy.

WARRANTY DEED

THIS DEED, made this 29th day of July, 1944, by and between FORD MOTOR COMPANY, a Delaware corporation, with its principal office at 3000 Schaefer Road, City of Dearborn, Wayne County, Michigan, as first party, and DEFENSE PLANT CORPORATION, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5(d) of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program, with offices at 607 Shelby Street, City of Detroit, Wayne County, Michigan, as second party,

WITNESSETH:

That for and in consideration of the sum of \$1,052.00 (One Thousand Fifty-Two Dollars) to it in hand paid, the receipt whereof is hereby confessed and acknowledged, first party does hereby convey and warrant unto second party, its successors and assigns, Forever, all its right, title and interest in and to a parcel of land described as:

Lands lying in North 1/2 Section 7, T. 4 S., R. 7 E., Augusta Township, Washtenaw County, Michigan, described more particularly as follows:
Commencing at a point on the Northerly line of said Section 7, said point being South 88° 03' 00" West 2013.25 feet from the Northeast corner of said Section 7 and running thence South 03° 47' 30" West 455.92 feet; thence South 88° 03' 45" West 404.27 feet; thence North 03° 46' 45" East 455.64 feet to the said Northerly line of Section 7; thence North 88° 03' 00" East 404.21 feet along the said Northerly line to the point of commencement; containing 4.209 acres, more or less.

HDO

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said land, as herein described, with the appurtenances, unto the said second party and to its successors and assigns Forever; and the said first party, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said second party, its successors and assigns, that at the time of the ensealing and delivery of this deed, it was well seized of the above granted premises in fee simple; that said premises are free from all encumbrances whatever; and that first party will, and its successors and assigns shall warrant and defend the title hereby conveyed against all lawful claims whatsoever.

IN WITNESS WHEREOF, said first party has caused this warranty deed to be executed on the day and year first above written.

Signed, sealed and delivered in presence of:

R. H. Powell
R. H. Powell
Frederick Leithe
Frederick Leithe



Series 1943
U.S.I.R.
STAMP
\$1.65
F.M.Co.
10-16-44

FORD MOTOR COMPANY
By H. L. Moekle
H. L. Moekle SECRETARY

HBH HDO
OK
EJM

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS

On this 29th day of July, 1944, before me, a Notary Public in and for said county, appeared H. L. Moekle, to me personally known, who, being by me duly sworn, did say that he is the SECRETARY of the Ford Motor Company, a Delaware corporation, created and existing under the laws of the State of Delaware; that the seal affixed to the foregoing deed is the corporation seal of said corporation; that said deed was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said H. L. Moekle acknowledged the said instrument to be the free act and deed of said Ford Motor Company.

Roderick H. Powell
Notary Public, Wayne County, Michigan
RODERICK H. POWELL
Notary Public, Wayne County, Michigan
My Commission Expires November 1, 1946

My Commission expires _____

QUIT-CLAIM DEED

Eva L. Freeman

to

Jeanne M. Thomas

Register of Deeds.)
County of Washtenaw) ss. Received for Record, this 24th day of
October A.D. 1944 at 10:50 o'clock A.M.
and Recorded in Liber 378 of Deeds, on
Page 597.

Katherine W. Skau, Register of Deeds.

Estelle L. Ethel Deputy.

QUIT-CLAIM DEED--(Statutory Short Form).

This Indenture Made this 24th day of October in the year of our Lord one thousand nine hundred and forty-four BETWEEN Eva L. Freeman, an unmarried woman of 801 E. Catherine, Ann Arbor, Michigan party of the first part, and Jeanne M. Thomas, an unmarried woman of 601 Sunset Rd., Ann Arbor, Michigan party of the second part; WITNESSETH, That the said Eva L. Freeman party of the first part, Quit-Claim to the said Jeanne M. Thomas party of the second part, all that certain piece or parcel of land situated and being in the City of Ann Arbor County of Washtenaw State of Michigan, and described as follows, to-wit: The South 82 feet of Lot One (1) in Block 3, North Range 11 East, according to a recorded plat of the Eastern Addition to the Village, now City of Ann Arbor, for the sum of One dollar and other valuable considerations lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of)

Eva L. Freeman (L.S.)
Eva L. Freeman

Charles C. Menefee
Charles C. Menefee

Mary T. Kopka
Mary T. Kopka

STATE OF MICHIGAN }
County of Washtenaw } ss.

Before me, a Notary Public in and for said County, this 24th day of October A. D. 1944, personally came Eva L. Freeman known to me to be the Grantor named in and who executed the within and foregoing deed and acknowledged the execution of the said deed.

Charles C. Menefee Notary Public.
Charles C. Menefee
Washtenaw County, Michigan.
My commission expires July 8 1947

QUIT-CLAIM DEED

Eva L. Freeman

to

Jeanne M. Thomas

Register of Deeds)
County of Washtenaw) ss. Received for Record, this 24th day of
October A.D. 1944 at 10:50 o'clock A.M.
and recorded in Liber 378 of Deeds, on
Page 597.

Katherine W. Skau, Register of Deeds.

Estelle L. Ethel Deputy.

QUIT-CLAIM DEED--(Statutory Short Form).

This Indenture Made this 24th day of October in the year of our Lord one thousand nine hundred and forty-four BETWEEN Eva L. Freeman, an unmarried woman, of Ann Arbor, Michigan party of the first part, and Jeanne M. Thomas, an unmarried woman of 601 Sunset Rd., Ann Arbor, Michigan party of the second part; WITNESSETH, That the said Eva L. Freeman party of the first part, Quit-Claim to the said Jeanne M. Thomas party of the second part, all that certain piece or parcel of land situated and being in the City of Ann Arbor County of Washtenaw State of Michigan, and described as follows, to-wit: Commencing on the northeast corner of lot 16, in block 2 south of Huron Street in range 10 east, according to the recorded plat of the Eastern Addition to the village (now city) of Ann Arbor; running thence south on the east line of said lot forty eight feet; thence west parallel to the north line of said lot ninety nine feet; thence north parallel to the east line of said lot forty eight feet to the north line of said lot; thence east along the north line of said lot to the place of beginning, Reserving a strip of land five-in width off the west end of said property for a

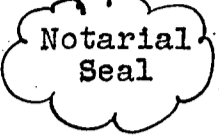
THELING BROS. EVERARD CO., PRINTERS, KALAMAZOO 207764

Witnesses as to the signature of and Beatrice Deubel:

Sophie Twigg / Sophie Twigg Joyce E. Reese / Joyce E. Reese

STATE OF New York COUNTY OF Queens

On this 6 day of March 1944, before me, a Notary Public in and for said county, personally appeared Beatrice Deubel to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed



Marion K. Quinn / MARION K. QUINN Notary Public NOTARY PUBLIC Queens County Queens Co. Clk's No. 3679, Reg. No. 4022 Commission Expires March 30, 1944

My commission expires

Witnesses as to John S. Deubel

Bessie E. Murch / BESSIE E. MURCH David W. Ellison / DAVID W. ELLISON

STATE OF MICHIGAN COUNTY OF WAYNE

On this 9th day of March, 1944, before me, a Notary Public in and for said county, personally appeared John S. Deubel (John S. Deubel to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.



Bessie E. Murch / Bessie E. Murch. Notary Public in and for Wayne County, Michigan

My Commission expires March 31, 1946.

Witnesses as to Ethel D. Clarke's signature:

Donald Keith / DONALD KEITH Clarence W. Beam / CLARENCE W. BEAM

STATE OF California COUNTY OF Los Angeles

On this 1st day of March 1944, before me, a Notary Public in and for said county, personally appeared Ethel D. Clarke to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed



Donald Keith / Donald Keith Notary Public NOTARY PUBLIC IN AND FOR THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA My Commission Expires Nov. 15, 1944 My commission expires

QUIT CLAIM DEED

Ford Motor Company to Defense Plant Corporation

REGISTER OF DEEDS) RECEIVED for Record, the 25th day of Washtenaw County)ss. March A.D. 1944 at 9:15 o'clock A.M. and recorded in Liber 378 of Deeds on page 142.

Katherine W. Skau, Register of Deeds. / Katherine W. Skau Clerk.

QUIT CLAIM DEED

THIS DEED, made this 24th day of February, 1944, between FORD MOTOR COMPANY, a Delaware corporation, with its principal place of business in the City of Dearborn, Wayne County, Michigan, as party of the first part, and DEFENSE PLANT CORPORATION, 607 Shelby Street, Detroit, Michigan, a corporation created by the Reconstruction Finance Corporation pursuant to Section 5 d of the Reconstruction Finance Corporation Act as amended, to aid the Government of the United States in its National Defense Program, as party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, does hereby grant, bargain, sell, remise, release, and FOREVER QUITCLAIM unto the said party of the second part, and to its successors and assigns FOREVER all that certain piece or parcel of land described as follows:

Lands lying in Section 24, T 3 S, R 7 E, Ypsilanti Township, Washtenaw County, Michigan, and described more particularly as follows:

Commencing at a point on the Easterly line of Bridge Road, so-called, of 66.00 foot width, said point being N. 86° 51' 50" E., 1255.88 feet, S. 0° 20' 50" W., 1339.96 ft. S. 0° 19' 00" W., 2129.23 feet and S. 89° 41' 00" E., 33.00 feet from the N.W. corner of said Section 24 and running thence S. 89° 41' 00" E., 567.00 feet; thence S. 0° 19' 00" W., 369.76 feet; thence S. 75° 44' 20" W., 418.80 feet; thence N. 89° 41' 00" W., 171.68 feet to the easterly line of Bridge Road, of 46.00 foot width; thence N. 0° 19' 00" E., 447.75 feet along the said line of Bridge Road, of 46.00 foot width; thence S. 89° 41' 00" E., 10.00 feet to the said easterly line of Bridge Road, of 66.00 foot width; thence N. 0° 19' 00" E., 27.25 feet to the point of commencement, containing 5.796 acres, more or less.

Also granting herewith easements for the construction, placement and maintenance of drains, overflows, and relief lines in, under and across a strip of land lying between the above-described site and the left bank of the Huron River, each easement to be 10 feet in width, lying 5 feet on each side of lines bearing S. 0° 19' 00" W. from the site at distances of 138.33 feet, 178.00 feet, 423.00 feet, and 542.00 feet from the centerline of Bridge Road and being parallel thereto.

Also granting herewith the right to deposit sludge in an old borrow pit described as commencing at a point bearing S. 89° 41' 00" E., 317.00 feet from the point of beginning of the above-described parcel and running thence N. 0° 19' 00" E., 525.00 feet; thence S. 89° 41' 00" E., 310.00 feet; thence S. 0° 19' 00" W., 218.00 feet; thence S. 25° 59' 45" E., 203.04 feet; thence S. 0° 19' 00" W., 125.00 feet; thence N. 89° 41' 00" W., 400.00 feet to the point of commencement.

Reserving, however, the right of ingress and egress over and across the above-described parcel to the first party's lands lying to the south and east of the above-described parcels.

Also granting herewith an easement for the construction, placement and maintenance of an overflow line in, under and across the lands lying between the above-described disposal bed and the Huron River by a strip of land ten feet in width, lying five feet on each side of a line described as commencing at a point bearing N. 86° 51' 50" E., 1255.88 feet, S. 0° 20' 50" W., 1339.96 feet, S. 0° 19' 00" W., 1804.11 feet; and S. 89° 41' 00" E., 660.00 feet from the N.W. corner of said Section 24 and running thence S. 89° 41' 00" E. approximately 85.00 feet to the Huron River. HDO.

It is a condition of this conveyance that if use, operation and maintenance of the factory of Grantee lying north of the lands herein described is wholly discontinued or abandoned, the grantor shall have the right to have the buildings on the premises hereby conveyed, removed, the premises restored, and the property reconveyed to it at the original price of \$203.12 per acre; or, in the absence of such conveyance, grantor, its successors or assigns, may enter into possession of the premises and hold and use the same. Such remedies shall be in addition to any remedies which grantor may have in law or in equity.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the said premises to the said party of the second part, and to its heirs and assigns, to the sole and only proper use, benefit and behalf of the said party of the second part, its heirs and assigns, Forever.

IN WITNESS WHEREOF, the said party of the first part has on the day and year first above written hereunto set its hand and seal to eight copies hereof each of which may be considered as the original copy.

Signed, sealed and delivered in presence of:

R. H. Powell
R. H. Powell

Frederick Leithe
Frederick Leithe

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

On this 24th day of February, 1944, before me, a Notary Public in and for said county, appeared H. L. Moekle, to me personally known, who, being by me duly sworn, did say that he is the SECRETARY of the Ford Motor Company, a corporation created and existing under the laws of the State of Delaware; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and that said H. L. Moekle acknowledged the said instrument to be the free act and deed of the Ford Motor Company.

My commission expires

Roderick H. Powell
Notary Public, Wayne County, Michigan
RODERICK H. POWELL
Notary Public, Wayne County, Michigan
My Commission Expires November 1, 1946

Exemplification of Record

Samuel H. Row Estate
to
Elizabeth Row

REGISTER OF DEEDS) RECEIVED for Record, the 28th day of
Washtenaw County)ss. March A.D. 1944 at 1:30 o'clock P.M.
and recorded in Liber 378 of Deeds on
page 143.

Katherine W. Skau, Register of Deeds.

Gertrude Etzel Clerk.

Lansing, Mich., Dec. 31, 1895.

In the name of God, amen. I, Samuel H. Row of Lansing, Michigan, being of sound mind and memory, hereby make my last will and testament, revoking any previous wills or codicils by me made.

I give and bequeath unto my wife, Elizabeth Row, all of my real and personal estate of every name, kind and nature, and hereby appoint her my sole executrix without bonds to carry out the provisions of this my last will and testament.

In witness whereof I have hereunto set my hand and seal this thirty-first day of December, 1895.

Samuel H. Row (L.S.)

The above and foregoing was signed, sealed and published as his last will and testament by the said Samuel H. Row in our presence on the said thirty-first day of December 1895, and we, in his presence and at his request, and in the presence of each other have hereunto set our names as subscribing witnesses.

Frank G. Row

Hart Row

Charles Row



HDO.
DBH

OK
EJM

STONEY
CREEK
ROAD

DEED OF RELEASE



This instrument, a Deed of Release, made between the United States of America, acting by and through the Administrator of the Federal Aviation Administration, successor in interest to the Administrator of the Civil Aeronautics Administration, under and pursuant to the powers and authority contained in the provisions of Public Law 81-311 (63 Stat. 700), as amended, and the Regents of the University of Michigan, a body politic under the laws of the State of Michigan,

WITNESSETH THAT

WHEREAS, By quit claim deed, dated January 15, 1947, the United States of America acting by and through the War Assets Administrator, conveyed to the Regents of the University of Michigan a 4.209+ acre parcel of land in Augusta Township, Washtenaw County located some nine miles southwest of the Willow Run Airport, along with the main Willow Run Airport property and

WHEREAS, The Regents acting by and through the Airport Manager requested approval August 2, 1974, to convey ownership of the 4.209+ acres to the Augusta Township for use as a fire substation and public park and

WHEREAS, It has been determined that release of the 4.209+ acres of land will not materially or adversely affect the use, operation or maintenance of the airport.

NOW, THEREFORE, For and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the Regents of the University of Michigan in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

- (1) That the Regents of the University of Michigan reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on Willow Run Airport,

1532-120

(When recorded return to University of Michigan -Willow Run Airport)

AVIGATION EASEMENT # XIV

2

- (2) That the Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to a height of not more than 200 feet above ground level.
- (3) That the Grantee expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Willow Run Airport, or otherwise constitute an airport hazard,

hereby releases the said real property from the conditions, reservations and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Regents of the University of Michigan, dated January 15, 1947, which real property is described as follows:

Land in Augusta Township, T. 4 S., R. 7 E., Washtenaw County, Michigan, lying in Section 7, being the land conveyed by the Ford Motor Company to Defense Plant Corporation by deed recorded in Liber 378, Deeds, Page 596, and further described as follows:

Beginning at a point on the N. line of Sec. 7, distant, S. 88° 03' 00" W., 2013.25' from the N. E. corner of said section; thence S. 3° 47' 30" W., 455.92'; thence S. 88° 03' 45" W. 404.27'; thence N. 3° 46' 45" E., 455.64' to the N. line of Sec. 7; thence along said line N. 88° 03' 00" E., 404.21' to the point of beginning, containing 4.209 acres more or less.

By its acceptance of this Deed of Release the Regents of the University of Michigan covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above-described real property.

1532-121

(When recorded return to University of Michigan - Willow Run Airport)

3

IN WITNESS WHEREOF, The United States of America has caused this Deed of Release to be executed in its name and on its behalf by and through the Administrator of the Federal Aviation Administration acting by Harold W. Poggemeyer, Acting Director, Great Lakes Region, Federal Aviation Administration.

UNITED STATES OF AMERICA
ADMINISTRATOR OF THE FEDERAL AVIATION ADMINISTRATION

BY: Harold W. Poggemeyer
Harold W. Poggemeyer, Acting Director
Great Lakes Region

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On the 4th day of September, 1975, personally appeared before me, a Notary Public in and for Cook County, Illinois, Harold W. Poggemeyer, personally known to me to be the person who executed the within Deed of Release and known to me to be the Acting Director, Great Lakes Region, Federal Aviation Administration, who, upon being duly sworn, acknowledged himself to be the identical person whose name is affixed by signature to the foregoing instrument and he duly acknowledged the execution by him of the same, on the day and date appearing thereon, for and on behalf of and as the free act and deed of the United States, acting by and through the Administrator of the Federal Aviation Administration, pursuant to authority duly delegated by the said Administrator.

In witness whereof, I have hereunto set my hand and affixed my seal at Des Plaines, Illinois the day and year last above written.

1532-122

Virginia K. Mortensen
Notary Public, State of Illinois
Res: Melrose Park, Ill.

Accepted:

Regents of the University of Michigan

By W. K. Pierpont
(Title)

W. K. Pierpont
Vice-President and Chief Financial Officer

My Commission Expires October 17, 1977

RECEIVED
FOR RECORD

Nov 26 11 53 AM '75

PATRICIA NEWARK HARDY
REGISTER OF DEEDS
WASHINGTON COUNTY, MICH.

(When recorded return to University of Michigan - Willow Run Airport)

KNOW ALL MEN BY THESE PRESENTS: That The Regents of The University of Michigan, a Michigan Constitutional Corporation and body politic,
whose address is 503 Thompson, Ann Arbor, Michigan 48104

Quit Claims to The Township of Augusta, a Michigan body corporate,

whose address is 8021 Talladay Road, Whittaker, Michigan 48190,

the following described premises situated in the Township of Augusta
County of Washtenaw and State of Michigan, to-wit:

Land in Section 7, T4S, R7E, further described as: Beginning at a point on the N. line of Sec. 7, distant, S. 88° 03'00" W., 2013.25' from the N.E. corner of said section; thence S. 3° 47'30" W., 455.92'; thence S. 88° 03'45" W. 404.27'; thence N. 3° 46'45" E., 455.64' to the N. line of Sec. 7; thence along said line N. 88° 03'00" E., 404.21' to the point of beginning, containing 4.209 acres more or less, as recorded in Liber 378, Washtenaw County Deeds, Page 596, subject to conditions stated in the attached rider.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of One Dollar (\$1.00).

Dated this 21st day of October A. D. 19 75

Signed and Sealed:

The Regents of The University of Michigan, a Michigan Constitutional Corporation (L.S.)

Witnesses:

Roderick K. Daane
Roderick K. Daane

By R. W. Fleming
R. W. Fleming

Ruth R. Simonds
Ruth R. Simonds

Its President

By W. K. Pierpont

Vice-President and Chief Financial Officer

STATE OF MICHIGAN }
COUNTY OF Washtenaw } ss.

On this 21st day of October A. D. 19 75 before me personally appeared R. W. Fleming and W. K. Pierpont

to me personally known, who being by me sworn, did (1) each for himself say that (2) they are respectively the President and Vice-President of The Regents of The University of Michigan, a Mich. Constitutional Corp., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said R. W. Fleming and W. K. Pierpont

free act and deed of said corporation.

My commission expires May 21, 1978 A. D. 19

Note: If more than one officer acknowledges insert at (1) "each for himself," and (2) "they are respectively"

acknowledged said instrument to be the
BARBARA E. DREWS
Notary Public, Washtenaw County, Mich.
My Commission Expires 5-21-78

Barbara E. Drews
Notary Public Washtenaw County, Michigan

Instrument Drafted by Roderick K. Daane

Business Address 4020 Administration Bldg.
Ann Arbor, Michigan 48104

Recording Fee 1530-886

When recorded return to Augusta Township

State Revenue Stamp Exempt
MCL 207.505(a)

TITLE INSURANCE - ABSTRACTS - ESCROWS

TITLE INSURANCE - ABSTRACTS - ESCROWS

- (1) The Regents of The University of Michigan reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on Willow Run Airport.
- (2) The Grantee expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the herein described real property to a height of not more than 200 feet above ground level.
- (3) The Grantee expressly agrees for itself, its successors and assigns to prevent any use of the herein described real property which would interfere with landing or taking off of aircraft at the Willow Run Airport, or otherwise constitute an airport hazard.

RECEIVED
FOR RECORD

NOV 13 4 30 PM '75

PATRICIA HEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

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'86 APR 28 A9:09 86157094

LIBER 2049 PAGE 644
Washtenaw County
Page 1 of 10

FOREST E. YOUNG, JR.
REGISTER OF DEEDS
WAYNE COUNTY, MI

LI 22751 PA 811

DEED OF RELEASE

RECORDED
OCT 02 1986
REGISTERED

This instrument, a Deed of Release, made this 31st day of JANUARY, 1986, by the United States of America, acting by and through the administrator of the Federal Aviation Administration under and pursuant to the powers and authority conferred on him by Public Law 311, 81st Congress, (63 Stat. 700), as amended, hereinafter called the Government, to the County of Wayne, Michigan a body politic under the State of Michigan, hereinafter called the County.

WITNESSETH, THAT:

RECORDED
WASHTENAW COUNTY, MI
MAY 22 1 03 PM '86
FOREST E. YOUNG, JR.
COUNTY CLERK/REGISTER

WHEREAS, by Quitclaim Deed dated January 17, 1947, and subsequent transfer agreement dated January 31, 1977,* the United States of America, acting by and through the Administrator of the General Services Administration, did convey and quitclaim to the Wayne County Road Commissioners of Wayne County, Michigan, its successors and assigns, subject to certain reservations, restrictions, and conditions, all of its rights, title, and interest in and to lands and certain property known as the Willow Run Airport, hereinafter called the Airport, situated in the Counties of Wayne and Washtenaw, State of Michigan, together with appurtenant buildings, structures, and improvements located upon the premises conveyed as fully described in said Quitclaim Deed; and

86157094

WHEREAS, the County has requested that approximately 29.5 acres of airport property, more fully described hereinafter, be released from the conditions, reservations, and restrictions of the above-mentioned Quitclaim Deed, to enable the county to lease the property to General Motors Corporation, who will use the property for an industrial chemical treatment and material storage plant, and

*Recorded
Washtenaw County - Liber 1588, Pages 406 to 443
Wayne County - Liber 19677, Pages 279 to 316

WHEREAS, the Government has determined that 29.5 acres are not needed or required for airport purposes; that use of the property for the purpose stated will not adversely affect the use, operation, or maintenance of the airport, and that the lease or subsequent sale of the property shall further protect and advance the interest in civil aviation in that the net revenue generated by the 29.5 acres shall be used by the County for the development, improvement, operation or maintenance of the Airport.

NOW, THEREFORE, for and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the Government, subject to the conditions and reservations hereinafter set forth, hereby releases the property as described in exhibit "A", "B" and "C", attached hereto and incorporated herein, from the conditions, reservations, and restrictions as contained in the above-mentioned Quitclaim Deed.

The above release is subject to the following conditions and reservations:

1. The instrument conveying an interest in and to the above-described property will be recorded and shall include the following:
 - a) The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing, taking off from, or operating from the Airport.

b) The Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the herein-described real property which would interfere with or be a hazard to the flight of aircraft over the property to and from the Airport or interfere with air navigation and communication facilities presently or in the future serving the Airport.

c) The Grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstruction on the herein-described real property to a height which will not exceed allowable heights as now and hereafter defined in Part 77 of the Federal Aviation Regulations dated May 1, 1965, as revised.

2. The County will return an accepted copy of this Deed of Release to FAA, and thereafter will revise the lease with General Motors Corporation, dated October 11, 1985, to include the following provision;

"TENANT shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises, or in the event of any planned modifications or alterations of any present or future building or structure on the leased premises."

An executed copy of the lease revision, or the revised lease shall be furnished to the FAA.

3. The County will use the net proceeds received from the lease of the 29.5 acres, based on the total rental amounts set forth in the Lease Agreement dated October 11, 1985, between the "Board" and General Motors Corporation, both for the basic term of the lease and any extensions, for development, improvement, operation or maintenance of the Airport. The use of such proceeds shall be accomplished no later than 5 years from the date of receipt of such income, on an annual basis, the first such five year period beginning December 1, 1985. Proceeds used for other than operation or maintenance of the Airport shall be utilized in accordance with Exhibit "D", attached hereto and incorporated herein.

4. The County shall not sell or offer for sale the property described in exhibits "A," "B," and "C," without prior written approval of the FAA. Such request for approval shall be accompanied by an appraisal establishing then-current fair-market value. The net proceeds received from the sale shall be deposited into the Airport Surplus Property Fund and the County shall use such funds, without Federal matching funds, for improvement of the Airport in accordance with the order of priority designated by the Government in Exhibit D attached hereto, which improvement shall be accomplished no later than 5 years from the date of receipt of such income.

5. The County shall establish separate financial account records to identify source and expenditure of these funds and shall submit a financial summary to the FAA, on an annual basis.

PROVIDED, HOWEVER, and it shall be a condition hereof, that this Deed of Release shall not be construed as releasing any land other than the above-described 29.5 acres, for any purposes other than as described above, from the reservations, restrictions, and conditions set forth in the above-mentioned Quitclaim Deed, nor shall it be construed as releasing the County with respect to its obligations as Grantee thereunder.

By its acceptance of the Deed of Release the County covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the aboved-described real property.

IN WITNESS WHEREOF, the United States of America has caused this Deed of Release to be executed on the day and year first hereinabove set forth.

UNITED STATES OF AMERICA


By 
Paul K. Bohr, Director
Great Lakes Region
Federal Aviation Administration

EXHIBIT "A"

Part of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw 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; Running thence the following courses and distances along the Easterly and Southerly line of the General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property, 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, 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, 525.40 feet to a point; thence North 89 degrees 59 minutes 56 seconds East, 153.16 feet to a point; thence South 00 degrees 00 minutes 04 seconds West, 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, 534.67 feet to a point; thence South 24 degrees 17 minutes 05 seconds East across the line common to said Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, 768.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West across the line common to said Sections 7 and 12 and into said Section 12, a distance of 225.25 feet to a point; thence South 64 degrees 28 minutes 25 seconds West, 125.00 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, 473.73 feet to a point; thence South 00 degrees 08 minutes 45 seconds West a measured distance of 241.25 feet (described 243.27 feet) to a point; thence South 77 degrees 57 minutes 35 seconds West a distance of 4.93 feet to the point of beginning of the parcel of land herein being described; Proceeding thence from said point of beginning South 00 degrees 03 minutes 01 second West along the Easterly edge of an existing concrete roadway, a distance of 1102.78 feet to a point of curve in said roadway; thence

(Continued)

continuing along the Easterly edge of said roadway, along the arc of a curve, concave to the Northeast, having a radius 334.72 feet, a central angle of 50 degrees 31 minutes 07 seconds, an arc distance of 295.13 feet (chord bears South 25 degrees 12 minutes 33 seconds East 285.66 feet) to a point; thence North 64 degrees 36 minutes 55 seconds West, along a line not tangent to the foregoing curve, a distance of 204.04 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 3233.20 feet, a central angle of 08 degrees 03 minutes 00 seconds, an arc distance of 454.26 feet (chord bears North 60 degrees 35 minutes 25 seconds West 453.89 feet) to a point of tangent; thence North 56 degrees 33 minutes 55 seconds West, a distance of 1484.43 feet to a point of curve; thence along the arc of a curve, concave to the Northeast, having a radius of 3739.90 feet, a central angle of 01 degrees 59 minutes 46 seconds, an arc distance of 130.30 feet (chord North 55 degrees 34 minutes 02 seconds West 103.29 feet) to a point of tangent; thence North 54 degrees 34 minutes 09 seconds West, a distance of 359.56 feet to a point on the Southerly line of said General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property; thence the following courses and distance along the Southerly line of said Hydra-Matic Division, Willow Run Plant Property, South 89 degrees 55 minutes 54 seconds East, 61.04 feet to a point; thence South 56 degrees 33 minutes 55 seconds East, 215.23 feet to a point; thence South 75 degrees 32 minutes 00 seconds East 172.85 feet to a point; thence South 80 degrees 44 minutes 00 seconds East 75.00 feet to a point; thence South 87 degrees 23 minutes 00 Seconds East 70.12 feet to a point; thence East 1059.88 feet to a point; thence North 24.27 feet to a point; thence North 77 degrees 57 minutes 35 seconds East a distance of 497.22 feet to the point of beginning. Containing 27.300 acres, more or less, of land in area. Subject to and / or together with all easements of records.

(2)

EXHIBIT "B"

Part of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, and part 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; Running thence the following courses and distances along the Easterly line of the General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property, 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, 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, 525.40 feet to a point; thence North 89 degrees 59 minutes 56 seconds East, 153.16 feet to a point; thence South 00 degrees 00 minutes 04 seconds West, 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, 534.67 feet to a point; thence South 24 degrees 17 minutes 05 seconds East, a distance of 102.37 feet to the point of beginning of the parcel of land herein being described; Proceeding thence from said point of beginning South 74 degrees 42 minutes 16 seconds East along the line of a six foot chain link fence, a distance of 32.84 feet to an angle point in said fence line; thence continuing along said fence line, South 89 degree 58 minutes 36 seconds East across the line common to said Sections 12 and 7 and into said Section 7, a distance of 231.08 feet to a point; thence South, along the Northerly extension of a portion of the Easterly line of said General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property, a distance of 573.60 feet to a point on the Easterly line of said Hydra-Matic Division Property; thence North 24 degrees 17 minutes 05 seconds West along said property line, a distance of 638.88 feet to the point of beginning. Containing 1.707 acres, more or less, of land in area. Subject to and / or together with all easements of records.

EXHIBIT "C"

Part of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, and part 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; Running thence the following courses and distances along the Easterly line of the General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property, 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, 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, 525.40 feet to a point; thence North 89 degrees 59 minutes 56 seconds East, 153.16 feet to a point; thence South 00 degrees 00 minutes 04 seconds West, 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, 534.67 feet to a point; thence South 24 degrees 17 minutes 05 seconds East across the line common to said Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 feet to the point of beginning of the parcel of land herein decribed; Proceeding thence from said point of beginning South, along the Southerly extension of a portion of the Easterly line of said General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property, a distance of 221.53 feet to a point; thence South 89 degrees 42 minutes 46 seconds West along the line of a six foot chain link fence, a distance of 261.75 feet to a point on the Southerly line of said General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property; thence North 64 degrees 28 minutes 25 seconds East along said property line, a distance of 125.00 feet to an angle point in said property line; thence continuing along said property line North 41 degrees 23 minutes 40 seconds East a distance of 225.25 feet to the point of beginning. Containing 0.539 acre, more or less, of land in area. Subject to and / or together with all easements of records.

Exhibit D to Deed of Release (Approx. 29.5 acres)

ORDER OF PRIORITY FOR UTILIZATION OF LEASE NET PROCEEDS:

- (a) Airport development, eligible under a federal assistance program for airports, and agreeable to the FAA (and as appropriate, in the NPIAS by priority of need) to be accomplished in accordance with currently applicable FAA design criteria.
- (b) Any aeronautical items of airport development ineligible under a federal assistance program for airports.
- (c) Deposit at interest in an identifiable account for deferred use within a reasonable time not to exceed five years for items in priority (a) and (b) above. The interest or dividends from these deposits can be used for the current operation and maintenance of the aviation-use airport property.
- (d) Retirement of airport bonds which are secured by pledges of airport revenue, including repayment of loans from other Federal agencies for such development.
- (e) Development of common-use facilities and utilities of dedicated revenue production property of the airport.



QUIT CLAIM DEED

Grantor, RACER Properties LLC, a Delaware limited liability company, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan 48226, quitclaims to Grantee, the Wayne County Airport Authority, a public body corporate, whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal Mezzanine, Detroit, Michigan 48242, the real property described as:

See attached Exhibit A (the "Property")

For the sum of ZERO Dollars (\$0.00).

Subject to any building and use restrictions of record, and further subject to the lien of taxes not yet due and payable.

If applicable, Grantor is conveying the right to make all divisions allowed under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to MCL 207.505(a) and (j) and MCL 207.526(a) and (l).

[Signatures appear on following page]

Time Submitted for Recording
Date 12/26/2013 Time 2:51 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

12

Signature Page to Quit Claim Deed from RACER Properties LLC in favor of
Wayne County Airport Authority

Dated this 19th day of December, 2013.

RACER PROPERTIES LLC,
a Delaware limited liability company

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

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

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

STATE OF District of)
Columbia)^{SS}

On this 17th day of December, 2013, before me, a Notary Public for the State and County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, Administrative Trustee of REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER PROPERTIES LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Quit Claim Deed on behalf of RACER PROPERTIES LLC, a Delaware limited liability company, not individually but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of the Trust, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.



Notary's Signature: Karen M Parsons
Notary's Name: Karen M Parsons
Notary Public, State of _____
County of _____
My Commission Expires 8-14-2015
Acting in _____, County

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015

<p>Send subsequent tax bills to: Grantee</p>	<p>Drafted by: Dawda, Mann, Mulcahy & Sadler, PLC 39533 Woodward Ave., Suite 200 Bloomfield Hills, MI 48304 Attn: Edward C. Dawda</p>	<p>When recorded return to: Kevin J. Clark ✓ Assistant General Counsel Wayne County Airport Authority Detroit Metropolitan Airport L.C. Smith Building-Mezzanine Detroit, Michigan 48242</p>
<p>Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001 / Tax Parcel ID (as of 01/01/14): Part of K-11-12-100-004.</p> <p>Current Tax Parcel ID: Part of 83-025-99-0002-000 / Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701</p>	<p>Recording Fee _____</p>	<p>Transfer Tax Exempt</p>

Exhibit A

Legal Descriptions

Parcel 'B1'

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 58 minutes 35 seconds West a distance of 33.01 feet to a point on the East line of said Section 12, said point being also the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 275.10 feet to a point; thence South 89 degrees 59 minutes 56 seconds West a distance of 231.93 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 North 89 degrees 58 minutes 35 seconds West a distance of 694.47 feet to a point; thence North 44 degrees 58 minutes 35 seconds West a distance of 253.84 feet to a point; thence North 00 degrees 01 minute 25 seconds East a distance of 892.33 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 994.29 feet to the Point of Beginning.

Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-004

Parcel 'B2'

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.

Current Tax Parcel ID: Part of 83-025-99-0002-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701



**DECLARATION OF RESTRICTIVE LAND USE COVENANT AND
RESERVATION OF AVIGATION EASEMENT**

THIS DECLARATION OF RESTRICTIVE LAND USE COVENANT AND RESERVATION OF AVIGATION EASEMENT is dated this 19th day of December 2013, by and between the **WAYNE COUNTY AIRPORT AUTHORITY**, a public body corporate with its principal offices located at the Detroit Metropolitan Wayne County Airport, L.C. Smith Building – Mezzanine, Detroit, Michigan 48242 (hereinafter "AIRPORT AUTHORITY"), and **RACER PROPERTIES LLC**, a Delaware limited liability company, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan 48226 (hereinafter "GRANTEE");

WHEREAS, pursuant to the Michigan Aeronautics Code, 1945 PA 327, MCL 259.108, et seq., the Airport Authority assumed sole operational jurisdiction of the Willow Run Airport ("AIRPORT"), situated in Wayne County and Washtenaw County, Michigan;

WHEREAS, pursuant to a certain Agreement for the Exchange of Real Property dated April 10, 2013, the CHARTER COUNTY OF WAYNE, the owner of certain real property at the AIRPORT, is in the process of transferring five parcels of land depicted in **Exhibit A** (hereinafter to the "Property") to the GRANTEE;

WHEREAS, as a condition of the Federal Aviation Administration's approval of the Agreement for Exchange of Real Property dated April 10, 2013 and the transfer of the Property to the GRANTEE, the AIRPORT AUTHORITY must declare and reserve certain property interests as set forth herein;

WHEREAS, the GRANTEE agrees to accept the Property subject to the property interests declared and reserved to the AIRPORT AUTHORITY;

NOW THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the AIRPORT AUTHORITY and GRANTEE agree as follows:

- (1) the Recitals stated above are included herein as if fully set forth herein.
- (2) the AIRPORT AUTHORITY hereby reserves unto itself, its successors and assigns, for the use and benefit of the public, an avigation easement for right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft now known or hereinafter used for navigation of or flight through the said airspace or landing on, taking off from, or operating on the AIRPORT.

Time Submitted for Recording
Date 12/26/13 Time 2:51p
Lawrence Kestenbaum
Washtenaw County Clerk/Register

- (3) The AIRPORT AUTHORITY, and its successors and assigns are to have and to hold this avigation easement and all rights appertaining to it until the AIRPORT is abandoned and no longer used for airport purposes.
- (4) In furtherance of this avigation easement and right-of-way, the AIRPORT AUTHORITY reserves and GRANTEE agrees to the AIRPORT AUTHORITY retaining, for itself and its successors and assigns, for the use and benefit of the public, a right of entry onto the Property herein conveyed to cut, remove, or lower any building, structure, poles, trees or other object, whether natural or otherwise, of a height in excess of 760 feet above mean sea level as described and depicted in the Federal Aviation Regulation (FAR) Part 77 (14 CFR Part 77 as amended) relating to the AIRPORT, or any other currently effective criteria as applied to the AIRPORT. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees or other object that may at any time project or extend above said surfaces and:
- (a) a continuing right, at the AIRPORT AUTHORITY'S option, to remove to ground level any or all natural growths which extend on the Property above the heights described and depicted herein to the extent such action is needed. The AIRPORT AUTHORITY may determine such action is needed because the AIRPORT AUTHORITY, in the AIRPORT AUTHORITY'S sole discretion, finds (i) trimming is unsafe or not reasonably possible, (ii) the species of the tree or other natural growth is too fast growing, or (iii) trimming would have a reasonably probability of killing the tree or other natural growth or causing it to be susceptible to disease; and
- (b) the AIRPORT AUTHORITY shall have the right of ingress to, egress from and pass over the Property for the purposes of removing obstructions. Except in cases of imminent danger to health, safety or welfare, the AIRPORT AUTHORITY shall provide the property owner at least twenty days advance written notice of its use of this right.
- (5) Prior to constructing any facility, structure or other item on the Property, the GRANTEE and the GRANTEE'S heirs, executors, successors and assigns shall comply with the requirements of 14 Code of Federal Regulations Part 77 (FAA Form 7460-1).
- (6) Hereinafter, the Property shall not be used in such a manner as to create electrical interference with radio communication between the installation upon the AIRPORT and aircraft or as to make it difficult for fliers to distinguish between AIRPORT lights and others, or as to impair visibility in the vicinity of the AIRPORT, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.
- (7) Except to the extent not incompatible with 14 Code of Federal Regulations 139.337 "Wildlife Hazard Attracts" or other applicable federal law or regulation regarding management of wildlife hazard attractants, as amended from time to time, and as further explained in any Federal Aviation Administration Advisory Circulars and Orders addressing the subject of wildlife hazard attractants, the GRANTEE, and the GRANTEE'S heirs, executors, successors and assigns, shall

GRANTEE, and the GRANTEE's heirs, executors, successors and assigns, shall not hereafter use, nor permit, nor suffer use of the Property in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

- (8) Hereinafter, the AIRPORT AUTHORITY and the GRANTEE, and the GRANTEE's heirs, executors, successors and assigns, agree to prohibit activity on any portion of the Property that would be incompatible with AIRPORT operations, including all types of residential development.

The aforesaid covenants and agreements set forth in numbers (1) through (8) above shall run with the Property, for the benefit of the AIRPORT AUTHORITY and its successors and assigns in the ownership and operation of the AIRPORT.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year first above written.

Exempt from
Transfer Tax
pursuant to
MER 207-506(4) & 207-526(4)

WCAA:

WAYNE COUNTY AIRPORT AUTHORITY,
a public body corporate

By: [Signature]
Name: Thomas Naughton
Its: Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF Wayne) ss

The foregoing Declaration of Restrictive Land Use Covenant and Reservation of Avigation Easement was acknowledged before me this 17th day of December, 2013, by Thomas Naughton the Chief Executive Officer of WAYNE COUNTY AIRPORT AUTHORITY, a public body corporate, on behalf of the public body corporate.



Notary's Signature: Andrea M. Valentini
Notary's Name: Andrea m. Valentini
Notary Public, State of Michigan,
County of Wayne
My Commission Expires 11/10/2018
Acting in Wayne County

SIGNATURES CONTINUE ON NEXT PAGE

Signature page to Restrictive Covenant and Avigation Easement

RACER:

**RACER PROPERTIES LLC,
a Delaware limited liability company**

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

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

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

STATE OF District)
COUNTY OF Columbia) ss

On this 17th day of December, 2013, before me, a Notary Public for the State and County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, Administrative Trustee of REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER PROPERTIES LLC, and that he, being authorized to do so, executed the foregoing Declaration of Restrictive Land Use Covenant and Reservation of Avigation Easement, on behalf of RACER PROPERTIES LLC, a Delaware limited liability company, not individually but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of the Trust, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.



Notary's Signature: *Karen M Parsons*
Notary's Name: Karen M Parsons
Notary Public, State of _____,
County of _____
My Commission Expires 8-14-2015
Acting in _____, County

Drafted by and when recorded to:

**Kevin C. Clark (P66530)
Assistant General Counsel, Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
L.C. Smith Building-Mezzanine Detroit, Michigan 48242**

**KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015**

Exhibit A

(See attached)

Exhibit AParcel A

Part of the Northwest 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West across the line common to said Sections 7 and 12 and into said Section 12, a distance of 225.25 feet to a point; thence South 64 degrees 28 minutes 25 seconds West a distance of 125.00 feet to a point; 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 473.73 feet to a point; thence South 00 degrees 08 minutes 45 seconds West a measured distance of 241.25 feet (described 243.27 feet) to a point; thence South 77 degrees 57 minutes 35 seconds West a distance of 4.93 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 00 degrees 03 minutes 01 second West, along the Easterly line of an existing Concrete Roadway, a distance of 1102.78 feet to a point of curve in said roadway; thence continuing along the Easterly edge of said roadway, along the arc of a curve, concave to the Northeast, having a radius of 334.72 feet, a central angle of 50 degrees 31 minutes 07 seconds, an arc distance of 295.13 feet (chord bears South 25 degrees 12 minutes 33 seconds East 285.66 feet) to a point; thence North 64 degrees 36 minutes 55 seconds West, along a line not tangent to the foregoing curve, a distance of 204.04 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 3233.20 feet, a central angle of 08 degrees 03 minutes 00 seconds, an arc distance of 454.26 feet (chord bears North 60 degrees 35 minutes 25 seconds West 453.89 feet) to a point of tangent; thence North 56 degrees 33 minutes 55 seconds West a distance of 1484.43 feet to a point of curve; thence along the arc of a curve, concave to the Northeast, having a radius of 3739.90 feet, a central angle of 01 degree 59 minutes 46 seconds, an arc distance of 130.30 feet (chord bears North 55 degrees 34 minutes 02 seconds West 130.29 feet) to a point of tangent; thence North 54 degrees 34 minutes 09 seconds West a distance of 359.56 feet to a point on the Southerly line of the former General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property; thence the following courses and distances along said property line, South 89 degrees 55 minutes 54 seconds East, 61.04 feet; thence South 56 degrees 33 minutes 55 seconds East, 215.23 feet; thence South 75 degrees 32 minutes 00 seconds East, 172.85 feet; thence South 80 degrees 44 minutes 00 seconds East, 75.00 feet; thence South 87 degrees 23 minutes 00 seconds East, 70.12 feet; thence East, 1059.88 feet; thence North, 24.27 feet; thence North 77 degrees 57 minutes 35 seconds East a distance of 497.22 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-005

Parcel C1

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 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 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 93.51 feet to a point on the East line of said Section 12; thence South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 196.22 feet to a point; thence North 24 degrees 17 minutes 05 seconds West a distance of 215.24 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-005

Parcel C2

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.

Current Tax Parcel ID: Part of 83-025-99-0001-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0003-701

Parcel D1

Part of the Southeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West a distance of 181.51 feet to a point on the East line of said Section 12, said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 00 degrees 02 minutes 43 second West, along the East line of said Section 12, a distance of 85.97 feet to a point; thence South 89 degrees 42 minutes 46 seconds West a distance of 141.66 feet to a point; thence North 64 degrees 28 minutes 25 seconds East a distance of 125.00 feet to a point; thence North 41 degrees 23 minutes 40 seconds East a distance of 43.74 feet to the point of beginning.

Current Tax Parcel ID: Part of K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of Part of K-11-12-100-005

Parcel D2

Part of the Southwest 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, across the line common to Sections 12 and 7 and into said Section 7, a distance of 741.25 feet to a point; thence South, a distance of 768.31 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 221.53 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, along the West line of said Section 7, a distance of 85.97 feet to a point; thence North 41 degrees 23 minutes 40 seconds East a distance of 181.51 feet to the point of beginning.

Current Tax Parcel ID: Part of 83-025-99-0001-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0003-701

DRAWING OF DESCRIPTION

SHOWING PROPERTY BEING CONVEYED FROM THE
WAYNE COUNTY AIRPORT AUTHORITY TO THE RACER TRUST,
BEING OF PART OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP,
WASHTENAW COUNTY, AND OF PART OF SECTION 7, T. 3 S.,
R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN.

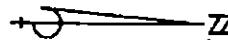
MARCH 6, 2013

SHEET 2 OF 4 SHEETS

SCALE: 1" = 300'

FOR: RACER TRUST

SURVEY NO. 19323-B

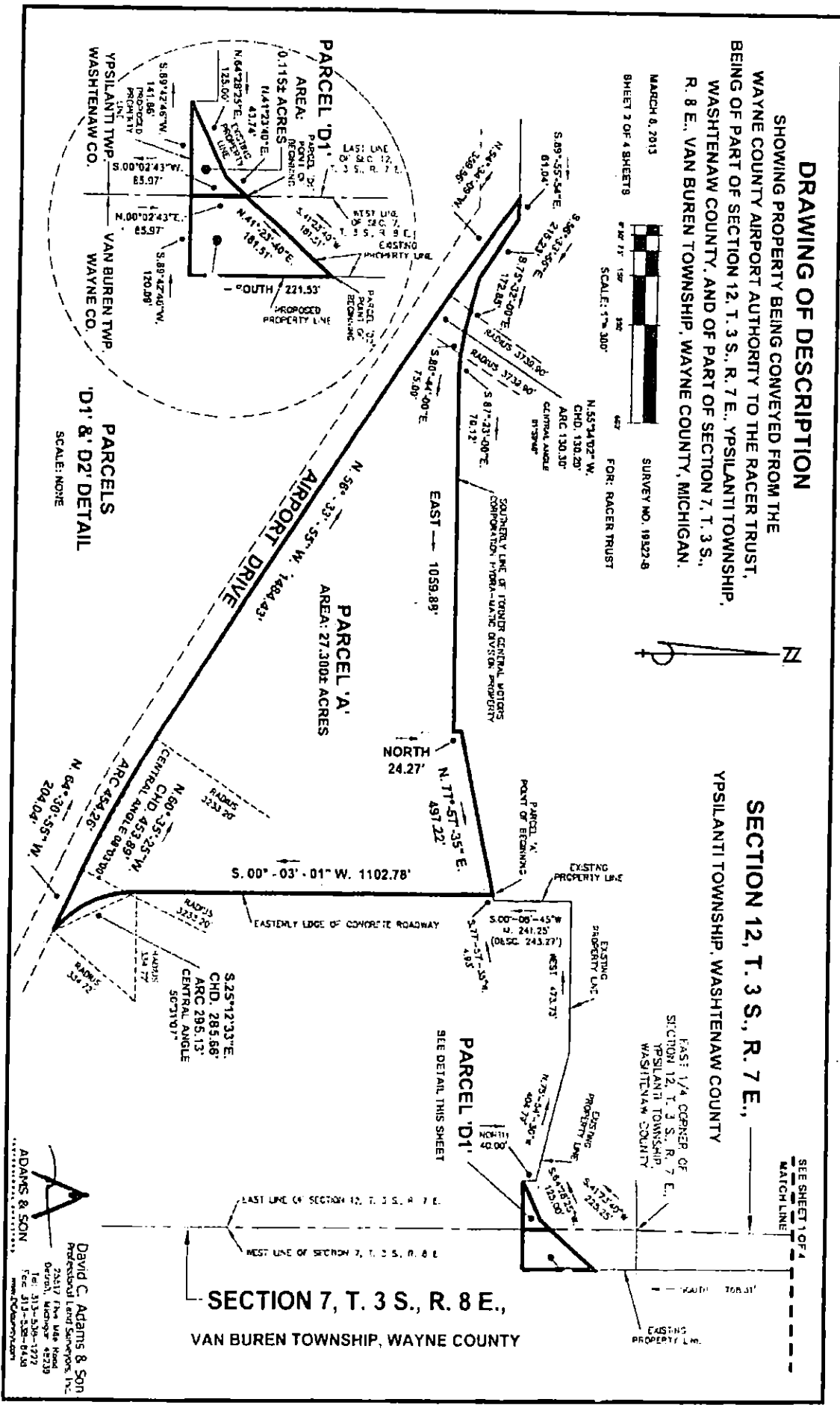


SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TOWNSHIP, WASHTENAW COUNTY

SEE SHEET 1 OF 4
MATCH LINE

EAST 1/4 CORNER OF
SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TOWNSHIP,
WASHTENAW COUNTY

SECTION 7, T. 3 S., R. 8 E.,
VAN BUREN TOWNSHIP, WAYNE COUNTY



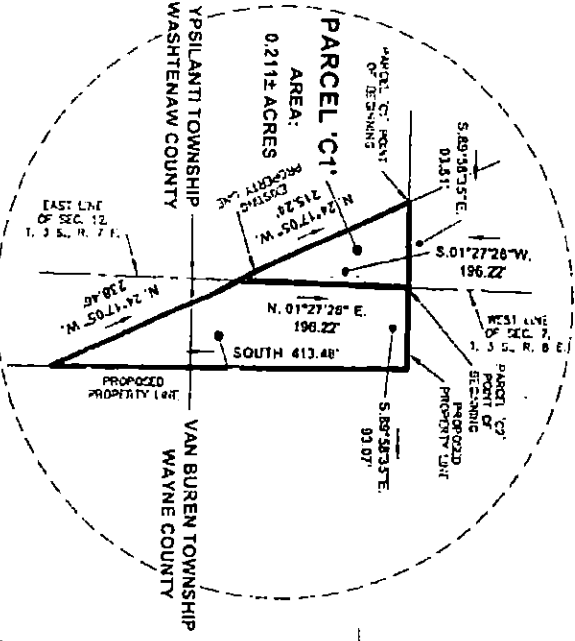
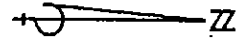
**PARCELS
D1 & D2 DETAIL**
SCALE: NONE

ADAMS & SON
David C. Adams & Son
Professional Land Surveyors, Inc.
29417 E. River Road
Dearborn, Michigan 48128
Tel: 313-236-1272
Fax: 313-236-1438
www.adamsandson.com

DRAWING OF DESCRIPTION

SHOWING PROPERTY BEING CONVEYED FROM THE
 WAYNE COUNTY AIRPORT AUTHORITY TO THE RACER TRUST,
 BEING OF PART OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP,
 WASHTEENAW COUNTY, AND OF PART OF SECTION 7, T. 3 S.,
 R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN.

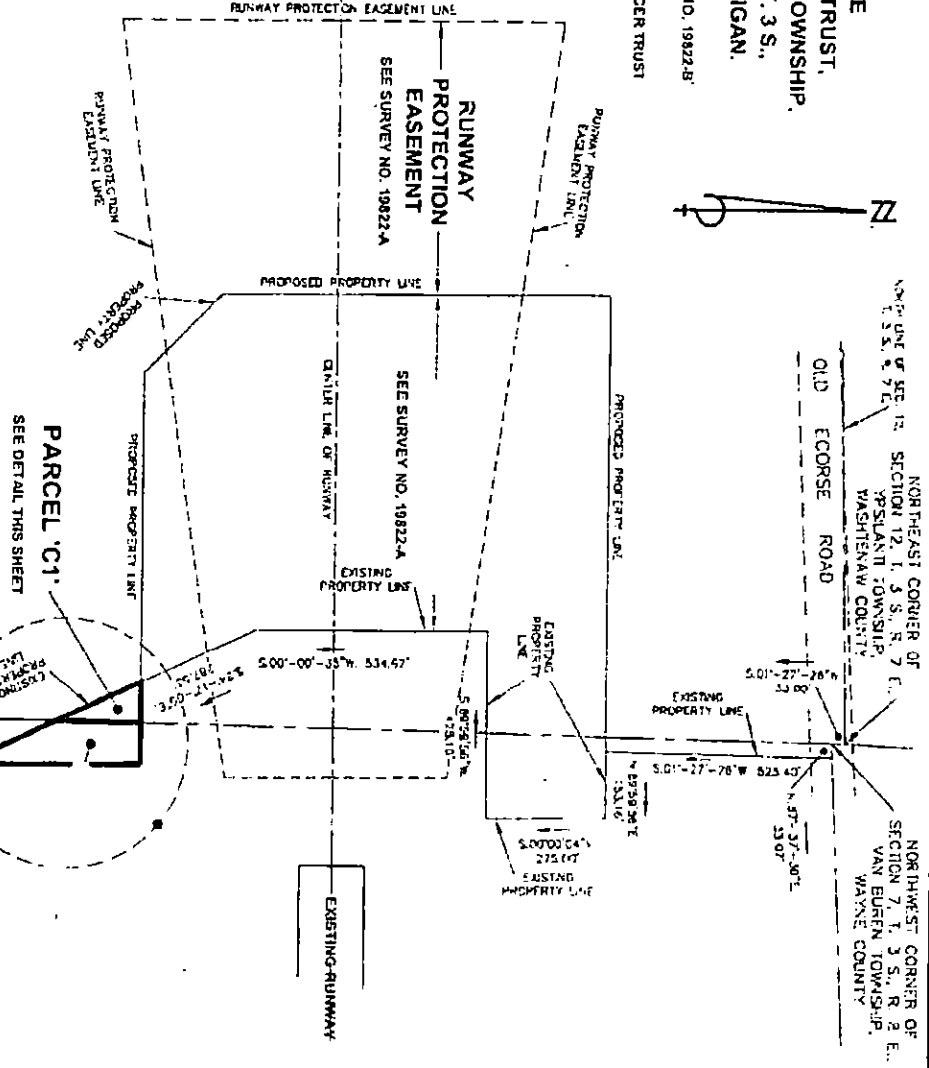
MARCH 6, 2013
 SHEET 1 OF 4 SHEETS
 SURVEY NO. 19822A
 FOR: RACER TRUST
 SCALE: 1"=300'



PARCELS 'C1' & 'C2' DETAIL
 SCALE: NONE

DRAWING OF DESCRIPTION NOTES

THIS DRAWING OF DESCRIPTIONS HAS BEEN PREPARED FROM OUR PREVIOUS SURVEYS IN THIS AREA AND FROM AVAILABLE MUNICIPAL RECORDS. WE HAVE NOT PERFORMED A FIELD SURVEY IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING OF DESCRIPTION. EXISTING EASEMENTS AFFECTING THESE PARCELS HAVE NOT BEEN SHOWN.



David C. Adams & Son
 Professional Land Surveyors, Inc.
 22517 One Mile Road
 Eastland, Michigan 49729
 Tel: 313-528-4239
 Fax: 313-528-4329
 www.DCASurvey.com

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AVIGATION EASEMENT

THIS INDENTURE is made this 19th day of December, 2013 between **RACER PROPERTIES LLC**, a Delaware limited liability company ("GRANTOR"), and the **WAYNE COUNTY AIRPORT AUTHORITY**, a Michigan public body corporate, with principal offices located at Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal - Mezzanine, Detroit, Michigan 48242 ("GRANTEE").

WHEREAS, the GRANTEE is the owner and operator of the Willow Run Airport ("AIRPORT") situated in Wayne County and Washtenaw County, Michigan, and in close proximity to the GRANTOR's property, as described below, and the GRANTEE desires to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the AIRPORT.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is acknowledged, the GRANTOR grants, bargains, sells and conveys to the GRANTEE, its successors and assigns, for the benefit of the general public at large, an easement and right-of-way for the free, unobstructed passage of aircraft, by whomsoever owned or operated, in and through the air space over and across those parts of the GRANTOR'S land containing 13.254 acres of land within the boundary described as follows:

(See Property Description on Exhibit A)

and depicted on the attached Exhibit B, which is incorporated by reference and made a part hereof.

The GRANTEE and its successors and assigns are to have and to hold that easement and all rights appertaining to it until the AIRPORT is abandoned and no longer used for airport purposes.

In furtherance of this easement and right-of-way, the GRANTOR, for the consideration recited above, grants and conveys to the GRANTEE, its successors and assigns:

- (a) a continuing right to keep the air space within the easement and right-of-way depicted on Exhibit A clear and free from any and all fences, crops, trees, poles, buildings and other obstructions of any kind or nature which now extend, or which may at any time in the future extend, above those heights required by the Federal Aviation Administration;

Time Submitted for Recording
Date 12/26/2013 Time 2:57pm
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

12

125-513601 PNL PWT CO

- (b) a continuing right, at the GRANTEE's option, to remove to ground level any or all natural growths which within the easement and right-of-way described and depicted on the attached Exhibit B to the extent such action is needed. The GRANTEE may determine such action is needed because the GRANTEE in the GRANTEE's sole discretion finds (i) trimming is unsafe or not reasonably possible, (ii) the species of tree or other natural growth is too fast growing, or (iii) trimming would have a reasonable probability of killing the tree or other natural growth or causing it to be too susceptible to disease;
- (c) The GRANTEE shall have the right of ingress to, egress from, and passage over the GRANTOR's land described above for the purpose of removing obstructions. Except in cases of imminent danger to health, safety, welfare and/or the operation of the AIRPORT, the GRANTEE shall provide the property owner with twenty (20) days advance written notice of its plan to use this right.

In addition, for the consideration recited above, the GRANTOR covenants, both on the GRANTOR's own behalf and on behalf of the GRANTOR's heirs, executors, administrators and assigns, for and during the life of this easement, as follows:

- (1) The GRANTOR shall not construct nor permit nor suffer to remain upon the GRANTOR's land any structure or trees on the surface of the burdened property. Any removal or trimming of trees or other natural growth on the GRANTOR's land as described on Exhibit A shall be conducted by the GRANTEE or the GRANTEE's agents and at no cost to GRANTOR. This easement prohibits any ground structures, natural growth, storage of equipment, storage of vehicles and storage of aircraft, flammable material storage facilities, or activities which encourage the congregation of people or create an incompatible use in the Runway Protection Zone ("RPZ") as referenced in Paragraph (5) of this easement. Notwithstanding anything to the contrary herein, this easement shall permit the daily parking of vehicles, provided no vehicle may be parked for more than seventy-two (72) consecutive hours.
- (2) The GRANTOR shall not use nor permit nor suffer use of the GRANTOR's land described in Exhibit A in such a manner as to create electrical interference with radio communication between the installation upon the AIRPORT and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to result in glare in the eyes of fliers using the AIRPORT, or as to impair visibility in the vicinity of the AIRPORT, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft.
- (3) There is reserved to the GRANTEE, its successors and assigns for the use and the right to cause in said air space such noise, vibration, fumes, dust and fuel particulates, as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said air space for landing at, taking off from, or operating on the AIRPORT.

- (4) The GRANTOR shall not use nor permit, nor suffer use of the GRANTOR's land described in Exhibit A for landfills, open dumps, waste disposal sites, etc., crops that would attract or sustain hazard bird movements, or any use that would be incompatible with the maintenance and operation of the AIRPORT.
- (5) The GRANTOR shall not use nor permit construction on the GRANTOR's land described in Exhibit A any structure that is a hazard to the general public or air navigation including the construction of new residences, fuel handling and storage facilities, smoke-generating activities, or places of public assembly, such as churches, school, office buildings, shopping centers, and stadiums.

These covenants shall run with GRANTOR's land described in Exhibit A, for the benefit of the GRANTEE and its successors and assigns in the ownership and operation of the AIRPORT.

[End of text; Signatures appear on following page]

EXEMPT FROM TRANSFER TAX
PURSUANT TO 207.505(a) + 207.526(a)

Signature page to Avigation Easement executed by RACER Properties LLC

SIGNED THIS 17th DAY OF December, 2013.

RACER PROPERTIES LLC,
a Delaware limited liability company

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

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

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

STATE OF District)
of)
COUNTY OF Columbia)^{ss}

On this 17th day of December, 2013, before me, a Notary Public for the State and 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"), Sole Member of RACER PROPERTIES LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Avigation Easement on behalf of RACER PROPERTIES LLC, a Delaware limited liability company, not individually but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of the Trust, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.

Notary's Signature: *Karen M Parsons*
Notary's Name: Karen M Parsons
Notary Public, State of _____
County of _____
My Commission Expires 8-14-2015
Acting in _____, County

Drafted by and when recorded return to:
Kevin C. Clark
Assistant General Counsel
Wayne County Airport Authority
Detroit Metropolitan Airport
L.C. Smith Building-Mezzanine
Detroit, Michigan 48242

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015

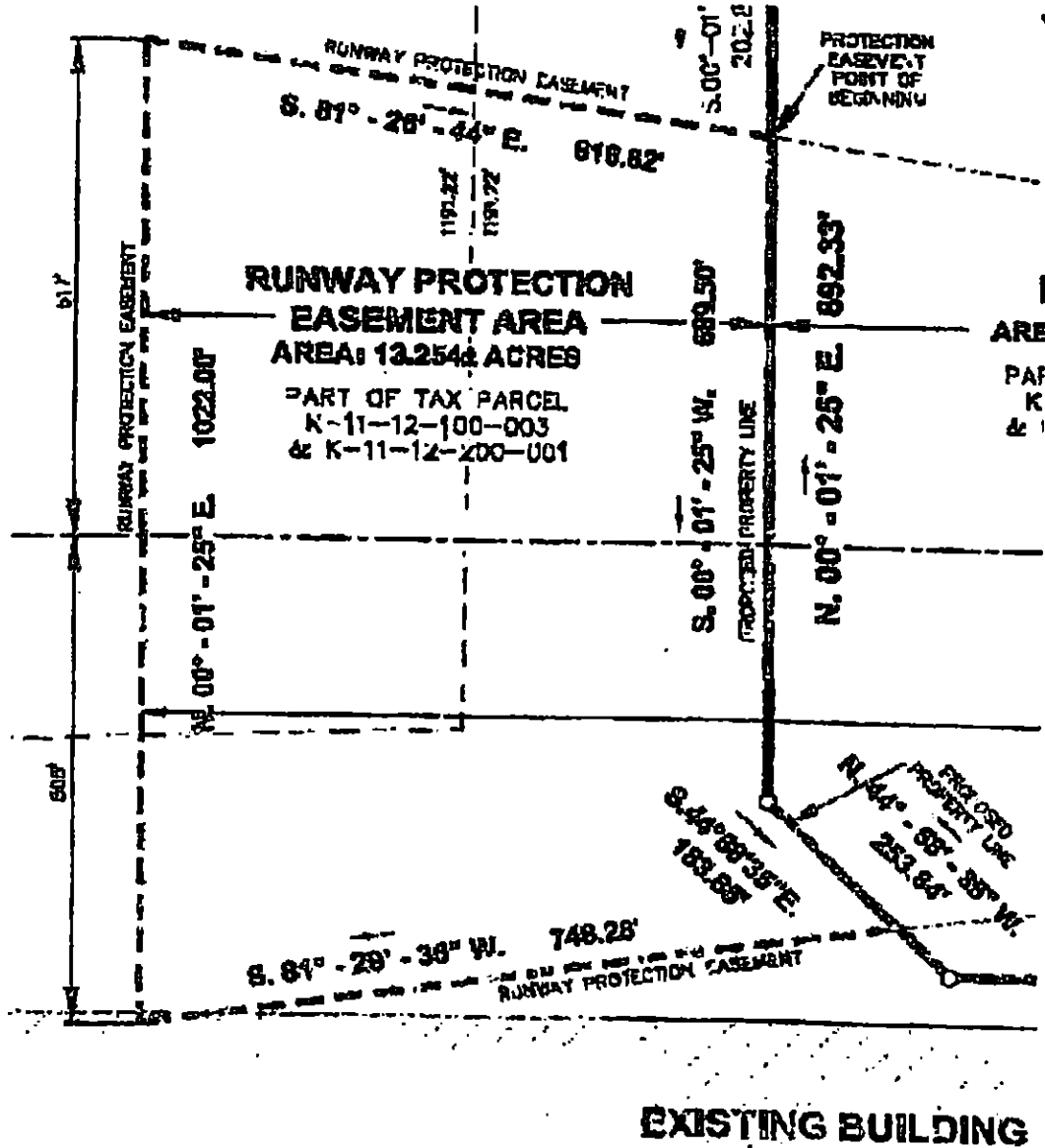


EXHIBIT APROPERTY DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW 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; 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, 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 A DISTANCE OF 525.40 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 35 SECONDS WEST, ACROSS THE LINE COMMON TO SAID SECTIONS 7 AND 12 AND INTO SAID SECTION 12, A DISTANCE OF 1027.30 FEET TO A POINT; THENCE SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST, A DISTANCE OF 202.83 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 00 DEGREES 01 MINUTE 25 SECONDS WEST A DISTANCE OF 689.50 FEET TO A POINT; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 183.85 FEET TO A POINT; THENCE SOUTH 81 DEGREES 29 MINUTES 35 SECONDS WEST A DISTANCE OF 748.28 FEET TO A POINT; THENCE NORTH 00 DEGREES 01 MINUTE 25 SECONDS EAST A DISTANCE OF 1022.00 FEET TO A POINT; THENCE SOUTH 81 DEGREES 26 MINUTES 44 SECONDS EAST A DISTANCE OF 616.82 FEET TO THE POINT OF BEGINNING. CONTAINING 13.254 ACRES, MORE OR LESS, OF LAND IN AREA.

Current Tax Parcel IDs: Part of K-11-12-100-003 and K-11-12-200-001
 Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-005

**AVIGATION EASEMENT (In RPZ)
EXHIBIT B**



Easements

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RELEASE OF RIGHT-OF-WAY

IN THE MATTER OF THE Ypsilanti Township DRAIN No. 8

THIS INDENTURE made this 23rd Day of July, A.D.,
1970, by and between The Regents of The University of Michigan
a Constitutional Corporation, City of Ann Arbor, County of Washtenaw, Michigan
part v of the first part, and the Ypsilanti Township Drain No. 8
Drainage District, a Body Corporate, in the County of Washtenaw, a Public
Corporation in the State of Michigan, party of the second part, whose address
is the County Building, in the City of Ann Arbor, Michigan.

WITNESSETH:

WHEREAS, the party of the first part has interests as aforesaid
in the following described property located in the Township of Ypsilanti,
Washtenaw County, Michigan, to-wit:

PARCEL DESCRIPTION:

A parcel of land in the E. 1/2 of E. 1/2 of Sec. 13, T.3S.,
R.7E., Ypsilanti Township, Washtenaw County, Michigan, being
more particularly described as follows: Beginning at the E.
1/4 post of Section 13, thence S 0° 18' E 335.50 feet in E.
line of Section 13; thence S 89° 00' W 1328.83 feet; thence
N 0° 27' 30" W 393.71 feet; thence N 48° 07' 30" E 1557.20 feet;
thence N 0° 18' W 176.82 feet; thence N 89° 42' E 165 feet;
thence S 0° 18' E 1254 feet in E. line of Section 13 to the
place of beginning.

THEREFORE, the part v of the first part, for and in consideration of
the sum of One Dollar, (\$1.00) and other good and valuable
considerations paid to the party of the first part by the party of the
second part, does hereby grant to said party of the second part, a permanent
right-of-way for a certain drain across the aforesaid lands, which right-of-
way is described as follows, to-wit:

PERMANENT EASEMENT:

Beginning at a point on the W. line of the above described
parcel, said point being coincident with the point of inter-
section of the E. -W. 1/4 line of said Section 13 and said W.
line of parcel and proceeding thence N 0° 27' 30" W 17.0 feet
along said W. line of parcel; thence N 89° 00' E 72.0 feet;
thence S 44° 26' E 215 feet; thence S 89° 00' W 82.62 feet;
thence N 44° 26' W 132.37 feet; thence S 89° 00' W 46.75 feet

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PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

to the W. line of parcel; thence N 0° 27' 30" W 43.0 feet along said W. line to the point of beginning.

This grant shall constitute an easement in said land for the purpose of construction, installation, maintenance, repair, alteration, inspection, operation, replacement, improvement, widening, deepening, tiling and relocating of the said Ypsilanti Township # 8 Drain, and also for the purpose of performing the aforesaid work.

TEMPORARY CONSTRUCTION EASEMENTS:

A temporary easement on the above described parcel beginning at a point on the West line of said parcel located N 0°27'30" W, 17 feet from the E & W 1/4 of Section 13 and proceeding thence N 0°27'30" W 50.0 feet, thence N 89° E 93.05 ft.; thence S 44° 26' E 283.86 ft.; thence S 89° W 68.85 ft.; thence N 44°26' W 215.00 ft.; thence S 89° W 72.00 ft. to the point of beginning; also a temporary easement on the above described parcel beginning at a point on the West line of said parcel located S 0°27'30" E 43.0 ft. from the E & W 1/4 of Section 13 and proceeding thence N 89° E 46.75 ft.; thence S 44°26' E 132.37 ft.; thence S 89° W 138.66 ft.; thence N 0° 27'30" W 96.13 ft. to the point of beginning. Said temporary easements to revert to owner at the conclusion of the work as evidenced by acceptance of the work.

The part y of the first part shall at all times have the right to make such use of the aforesaid land as shall not be inconsistent with the exercise by the party of the second part of the rights and privileges granted to it hereunder. Provided; that if the premises of the part y of the first part shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part.

This grant includes a release of any and all damages or claims, alleged or real, suffered by the party of the first part, by reason of diminution to the value of the property arising out of the easement and right-of-way herein granted, or on account of the drain or drains proposed to be constructed thereupon. In case the drain or drains hereinabove described are abandoned, the privileges herein granted shall cease and determine, and revert to and become reinvested in the party of the first part, its ~~rights~~,

successors and assigns to the lands involved.

This instrument shall be binding upon and inure to the benefit of the parties herein, and the heirs, representatives, successors and assigns of said parties.

IN WITNESS WHEREOF, the party of the first part has hereunto affixed its signature the day and year first above written.

Signed in the Presence of:

Signed by: THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Elizabeth R. Solomon, Dorothy M. Bell, W. K. Pierpont, Vice President

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.



On this 23rd day of July, A.D., 1970, before me, a Notary Public in and for said County, personally appeared

W. K. Pierpont

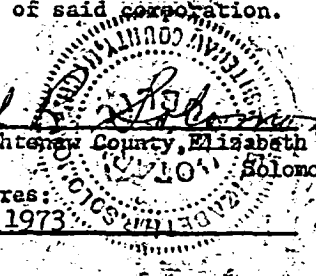
to me personally known, who, being by me duly sworn, did each for himself say that he is the Vice President

of The Regents of the University of Michigan

the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Regents; and said W. K. Pierpont

acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth R. Solomon, Notary Public, Washtenaw County, Michigan, My Commission Expires August 4, 1973



This Document Prepared By: Washtenaw County Drain Commissioner, County Building, Room 110, Ann Arbor, Michigan

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F500339

EASEMENT

17385-927

RECORDED JUN 22 1970 AT 1037A
BERNARD J. YOUNGBLOOD, Register of Deeds

THE REGENTS OF
THE UNIVERSITY OF MICHIGAN, a Michigan Constitutional

WAYNE COUNTY, MICHIGAN 48226

corporation, with offices at 503 Thompson Street, Ann Arbor, Michigan (herein called Grantor), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto FORD MOTOR COMPANY, a Delaware corporation, with offices at The American Road, (no street number), Dearborn, Michigan (herein called Grantee) the easement and right to construct, operate, maintain, alter, replace, move and remove pipe lines and all necessary appurtenances for the transportation of water and natural gas over, through, upon, under and across the following land situated in Washtenaw County, ^{Wayne} ~~County~~ State of Michigan (herein called the Premises):

Part of the N. W. 1/4 of Section 13, Township 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, State of Michigan and also in the Northwest Quarter (NW 1/4) of Section 18, Township 3 South, Range 8 East Wayne County, Michigan, the boundaries of said easement being more particularly described as follows: Commencing at the northeast corner of Section 13, Township 3 South, Range 7 East, thence along the east line of said Section 13, South 00 degrees 02 minutes 00 seconds West 3.27 feet to the northwest corner of Section 18, Township 3 South, Range 8 East; thence along the east line of said Section 13, South 00 degrees 20 minutes 40 seconds East 381.31 feet; thence North 19 degrees 41 minutes 40 seconds West 157.66 feet to the point of beginning; thence South 87 degrees 46 minutes 10 seconds East 310.00 feet; thence North 19 degrees 41 minutes 40 seconds West 32.34 feet; thence North 87 degrees 46 minutes 10 seconds West 310.00 feet; thence South 19 degrees 41 minutes 40 seconds East 32.34 feet to the point of beginning.

F500339

Grantor shall have at all times the right to make such use of the Premises as shall not be inconsistent with the exercise by Grantee of the rights and privileges granted hereunder.

All work performed by Grantee, its servants, agents and employees in and about the construction, operation, maintenance, alteration, placement, movement and removal of the pipe lines and appurtenances shall be conducted with the least possible inconvenience to grantor.

21984

Grantee, in the exercise of the rights granted to it hereunder, shall adhere to and comply with good engineering practice and all laws, ordinances, rules, regulations and orders

736700

applicable to the activities, operations and work performed upon, or use of, the Premises.

Upon completion of any work, Grantee, at its own cost and expense, shall promptly remove all debris, surplus earth, and equipment from the Premises.

The easement and rights herein granted do not convey to Grantee any rights in or to the surface of the Premises.

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the 20th day of January, 1970.

WITNESSES:

Robert E. Paronen
~~ROBERT E. PARONEN~~
Fred S. Wisniewski
Fred S. Wisniewski
STATE OF MICHIGAN
COUNTY OF WASHTENAW

THE REGENTS OF
THE UNIVERSITY OF MICHIGAN

By *W. K. Pierpont*
W. K. Pierpont, Vice President

ss.

On this 20th day of January, 1970, before me appeared W. K. Pierpont, to me personally known, who, being by me duly sworn did say that he is the Vice President of The Regents of The University of Michigan, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Regents, and said W. K. Pierpont acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth R. Solomon
Elizabeth R. Solomon, Notary Public
Washtenaw County, Michigan
My Commission Expires: Aug. 4, 1973



736700

17385-928

Drafted by
Edward A. Stahl
735 Griswold
Det Mich

RETURN TO:
EDWARD A. STAHL
NAT. DIVISION
LAWYERS FIDELITY INS CORP
735 GRISWOLD, DET. MICH.

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E A S E M E N T

THIS INDENTURE, made this 21st day of April ,
A.D. 1970, between the TOWNSHIP OF YPSILANTI, a Michigan
Municipal Corporation, of the County of Washtenaw, State of
Michigan, whose address is 1165 Ecorse Road, Ypsilanti, Michigan,
hereafter referred to as the GRANTOR, and GENERAL MOTORS
CORPORATION, a Delaware Corporation, having its principal
office at 3044 West Grand Boulevard, Detroit, Michigan 48202,
hereinafter referred to as the GRANTEE,

WHEREAS, the Grantee is desirous of obtaining a 30 foot
wide Easement across certain property owned by Grantor for the
purpose of installing and maintaining a sanitary sewer line and,

WHEREAS, the Grantor is willing to grant an Easement
to the Grantee for the purpose of installing and maintaining
said sanitary sewer line.

NOW, THEREFORE, WITNESSETH: That for and in considera-
tion of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the
receipt of which is hereby acknowledged, Grantor has this day
bargained and sold, and by these presents does bargain, sell,
convey, transfer and deliver unto the Grantee a permanent

22150

Easement (as hereinafter designated and described), including the perpetual right to enter upon the permanent Easement at any time that it may see fit, to construct, maintain and repair an underground pipe line and/or mains for the purpose of conveying sewage over, across, through and under the said permanent Easement hereinafter described; together with the right to excavate and level ditches and/or trenches for the location of said pipe lines and/or mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipe line and/or mains:

PARCEL DESCRIPTION:

Commencing at the Southeast corner of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan; thence South 87 degrees 46 minutes 05 seconds West, 650 feet in the South line of the said Section for a place of beginning; thence South 87 degrees 46 minutes 05 seconds West, 285.33 feet; thence North 1 degree 16 minutes 17 seconds West, 60.01 feet; thence North 61 degrees 16 minutes 45 seconds East, 232.01 feet to center of Willow Run Creek; thence North 4 degrees 51 minutes 50 seconds East, 188.68 feet; thence North 45 degrees 40 minutes 10 seconds West, 181.74 feet; thence North 82 degrees 54 minutes 10 seconds West, 250.92 feet; thence South 83 degrees 10 minutes 55 seconds West, 185.31 feet; thence North 74 degrees 06 minutes 15 seconds West, 157.0 feet; thence North

86 degrees 11 minutes 10 seconds West, 300.66 feet; thence North 42 degrees 09 minutes 05 seconds West, 284.61 feet; thence North 16 degrees 47 minutes 55 seconds West 276.81 feet; thence North 44 degrees 03 minutes 10 seconds West, 171.14 feet; thence North 54 degrees 59 minutes 50 seconds West, 411.42 feet; thence North 66 degrees 19 minutes 45 seconds West, 159.41 feet; thence North 49 degrees 51 minutes West, 325.75 feet; thence North 51 degrees 59 minutes 20 seconds West, 181.27 feet; thence North 48 degrees 18 minutes West, 140.67 feet; thence LEAVING CENTER OF WILLOW RUN CREEK, thence North 29 degrees 09 minutes 07 seconds West, 224.42 feet; thence East 122.46 feet; thence South 56 degrees 33 minutes 55 seconds East, 1888.63 feet; thence Southeasterly 464.60 feet in the arc of a circle curve to the left of 3306.76 foot radius through a central angle of 8 degrees 03 minutes; thence South 64 degrees 36 minutes 55 seconds East, 587.00 feet; thence Southerly 663.63 feet in the arc of a circular curve to the right of 260.81 feet radius through a central angle of 146 degrees 28 minutes 12 seconds, the chord bears South 8 degrees 37 minutes 11 seconds West, 499.44 feet; thence South 2 degrees 13 minutes 55 seconds East, 43.63 feet to the place of beginning, being a part of the South 1/2 of Section 12, Town 3 South, Range 7 East, containing 22.15 acres, more or less.

PERMANENT EASEMENT:

A permanent Easement 30 feet in width for sanitary sewer purposes across the

above described parcel, comprising 15 feet in width on either side of the following described center line:

Beginning at a point located South 87 degrees 46 minutes 05 seconds West, 650.00 feet along the South line of Section 12, and North 2 degrees 13 minutes 55 seconds West, 43.63 feet and on a curve tangent to last described line and concave to the West, radius 260.81 feet, central angle 146 degrees 28 minutes 12 seconds, chord 499.45 feet, arc 666.73 feet, and continuing North 64 degrees 36 minutes 55 seconds West, 587.00 feet; and on a curve tangent to the last described line and concave to the Northeast radius 3306.76 feet; central angle 8 degrees 03 minutes 00 seconds, chord 465.20 feet, arc 464.60 feet; and continuing North 56 degrees 33 minutes 55 seconds West, 20.00 feet; and South 33 degrees 26 minutes 05 seconds West, 15.00 feet from the Southeast corner of Section 12, to the point of beginning; thence North 56 degrees 33 minutes 55 seconds West, 1891.35 feet along the center line, said center line being 15 feet Southwesterly of and parallel to the Northeasterly line of said property to the point of ending; said point being 95.24 feet Easterly of the most Westerly corner of the above described parcel.

Grantee hereby agrees that upon the completion of any construction work within the Easement herein granted, Grantee will restore and maintain said premises reasonably the same condition as when taken.

It is understood and agreed that the ownership of said

sanitary sewer to be installed within the Easement herein granted shall remain in the Grantee.

TO HAVE AND TO HOLD said permanent Easement unto the Grantee and unto its successors and assigns, FOREVER.

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument this 20 day of June, A.D. 1970, and the Grantee has signed and sealed this instrument this 21st day of April, A.D. 1970.

In the presence of:

Shirley V. Towler

Lockey C. Hunt

TOWNSHIP OF YPSILANTI

BY Fred H. Lunde
FRED H. LUNDE, Supervisor

ATTEST Anna J. Stepp
ANNA J. STEPP, Clerk

In the presence of:

P. M. Murphy
P. M. Murphy

Judy A. Sawicki
Judy A. Sawicki

GENERAL MOTORS CORPORATION

BY R. W. Decker
R. W. Decker
Vice President

ATTEST W. M. Collins
W. M. Collins
Assistant Secretary

EXECUTION RECOMMENDED
ARGONAUT REALTY DIVISION
BY C. H. Constant

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 20 day of June, A.D. 1970, before me, the subscriber, a Notary Public in and for said County, appeared FRED H. LUNDE and ANNA J. STEPP, to me personally known, who being by me duly sworn, did say that they are respectively the Supervisor and Clerk of the Township of Ypsilanti, a Michigan Municipal Corporation, and that said instrument was signed in behalf of the said Township by authority of its Township Board (Resolution dated August 19, 1969), and that said FRED H. LUNDE and ANNA J. STEPP acknowledged said instrument to be the free act and deed of said Township of Ypsilanti.

Donna M. Glenn

NOTARY PUBLIC

DONNA M. GLENN
Notary Public, Washtenaw County, Michigan
My commission expires Aug. 28, 1971

THIS INSTRUMENT PREPARED BY:
Charles J. Pinto
3044 West Grand Boulevard
Detroit, Michigan 48226

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PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

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STATE OF MICHIGAN
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

- EASEMENT -

THIS INDENTURE, made this 13th day of May, 1969,
between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Michigan Constitutional
Corporation, of Ann Arbor, Michigan, hereinafter referred to as GRANTOR, and
GENERAL MOTORS CORPORATION (~~Fisher Body Division~~), a Delaware Corporation,
whose Street Number and Post Office Address is 30001 VanDyke, Warren, Michigan,
hereinafter referred to as the GRANTEE.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR, cash in hand
paid, the receipt of which is hereby acknowledged, GRANTOR has this day bar-
gained and sold, and by these presents, does bargain, sell, convey, transfer
and deliver unto the GRANTEE, permanent easement (as hereinafter designated and
described), including the perpetual right to enter upon the permanent easement
hereinafter described, at any time that it may see fit, and construct, maintain
and repair underground pipe lines and/or mains for the purpose of conveying
sewage over, across, through and under the said permanent easement hereinafter
described, together with the right to excavate and refill ditches and/or
trenches for the location of said pipe lines and/or mains and the further right
to remove trees, bushes, undergrowth and other obstructions interfering with
the location, construction and maintenance of said pipe lines and/or mains.

PARCEL DESCRIPTION:

BEGINNING at the SE corner of Section 12, Town 3 South, Range 7 East,
Ypsilanti Township, Washtenaw County, Michigan; thence S 87° 46' 05"
W 650 feet in the south line of Section; thence N 2° 13' 55" W 43.63
feet; thence N'ly 666.73 feet in the arc of a circular curve to the
left of 260.81 foot radius through a central angle of 146° 28' 12",
the chord bears N 8° 37' 11" E 499.44 feet; thence N 64° 36' 55" W
587 feet; thence NW'ly 464.60 feet in the arc of a circular curve to
the right of 3306.76 feet, radius through a central angle of 8° 03';
thence N 56° 33' 55" W 1883.63 feet; thence W 727.21 feet; thence N
0° 10' 15" E 150 feet; thence N 89° 59' 40" E 57.06 feet; thence N 0°
18' 58" E 29.55 feet; thence N 78° 02' 40" E 111.75 feet; thence S 29°
31' 47" E 93.50 feet; thence S 89° 55' 54" E 712.71 feet; thence N 73°
53' 36" E 239.20 feet; thence E 1652.28 feet; thence N 0° 08' 45" E
127.05 feet; thence E 648.73 feet; thence N 0° 38' 45" E 16.44 feet;
thence E 324.92 feet; thence N 67.85 feet; thence E 47.12 feet; thence
NE'ly 11.59 feet in the arc of a circular curve to the left of 401.82
feet radius through a central angle of 1° 39' 11", the chord bears N
23° 32' 07" E 11.59 feet; thence N 26.97 feet; thence W 51.75 feet;
thence N 847.82 feet; thence N 20° 35' 45" W 546.30 feet; thence N 0°
02' 10" E 1317.98 feet; thence N 87° 35' 50" E 40.99 feet in the S

prepared by:
LAW OFFICES
GORDON E. GABLE
28 SOUTH HURON ST.
YPSILANTI, MICH. 48197
HUNTER 9-7100

REGISTER OF DEEDS
WASHTENAW CO. MI

line of Ecorse Road; thence S 0° 00' 35" W 738.22 feet; thence N 89° 59' 56" E 231.91 feet; thence S 1° 27' 26" W 1848.45 feet in the E line of the Section to the E 1/4 post of the Section; thence S 0° 02' 43" W 2561.38 feet in the E line of the Section to the Place of Beginning, being a part of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, and containing 97.99 acres of land, more or less.

PERMANENT EASEMENT:

A 40' permanent easement for a sanitary sewer, being in the SW 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, the centerline of said easement beginning at a point located East 457.21 feet and North 20 feet from the most southwest corner of the above described parcel; thence East 276 feet; thence S 56° 33' 55" E 256 feet to the Point of Ending.

TO HAVE AND TO HOLD said permanent easement unto the GRANTEE, and unto its successors and assigns, forever.

The Grantee hereby agrees that upon the completion of the construction of said sanitary sewer or of the opening or re-opening of the ground or of other construction or operation thereon, to restore the said premises, land, road, track, lawn, shrubs and/or other landscaping to their former condition, and if no road, track, lawn, shrubs or landscaping existed prior to such particular operation, to rough-grade the ground or land and to remove all rubbish and debris resulting from such operation and to restore and maintain said premises in reasonably the same condition as when taken.

In the event that the opening or re-opening of the ground or other construction or operation thereon is undertaken in the winter months, the area of construction shall be allowed to settle before seeding, and in the event of settlement of the area, such area shall be filled to the original grade and then seeded.

Grantor shall fully use and enjoy the aforesaid premises except as to the rights herein granted.

The Grantee shall indemnify and save harmless the Grantor from any and all loss, or damage to property, or injury or death of any and all persons or from any suits, claims, liability or demands in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, renewal, use, existence or removal of said sewer line or lines arising out of or caused by the action, failure, negligence or omission of anyone other than Grantor.

LAW OFFICES
GORDON E. GABLE
28 SOUTH HURON ST.
YPSILANTI, MICH. 48197
HUNTER 3-7100

IN WITNESS WHEREOF, The Regents of the University of Michigan, Grantor and General Motors Corporation (Fisher Body Division), Grantee, have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered In the Presence Of: THE REGENTS OF THE UNIVERSITY OF MICHIGAN

E. A. Cummiskey, Elizabeth R. Solomon, W. K. Pierpont, Vice President, H. W. Hildebrandt, Secretary, GENERAL MOTORS CORPORATION (Fisher Body Division)

Judy A. Sawicki, Linda G. Jaeger, F. O. Riley, Vice President, W. M. Collins, Assistant Secretary

STATE OF MICHIGAN) ss. COUNTY OF WASHTENAW

On this 13th day of May, 1969, before me, the subscriber, a Notary Public in and for said County, appeared W. K. Pierpont and H. W. Hildebrandt to me personally known, who being by me duly sworn, did say that they are respectively the Vice President and Secretary of The Regents of the University of Michigan, a Michigan Constitutional Corporation, and that said instrument was signed and sealed in behalf of the University of Michigan by authority of its Board of Regents, and the said W. K. Pierpont and H. W. Hildebrandt acknowledged said instrument to be the free act and deed of said University of Michigan.

Elizabeth R. Solomon, Notary Public, Washtenaw County, Michigan. My Commission Expires: Sept. 20, 1969

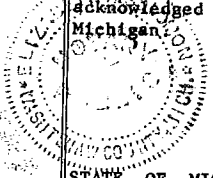
STATE OF MICHIGAN) ss. COUNTY OF WAYNE

On this 23rd day of April, 1969, before me, the subscriber, a Notary Public in and for said County, appeared F. O. Riley and W. M. Collins to me personally known, who being by me duly sworn, did say that they are respectively the Vice President and Assistant Secretary of General Motors Corporation (Fisher Body Division), a Delaware Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and the said F. O. Riley and W. M. Collins acknowledged said instrument to be the free act and deed of said Corporation.

Francis J. Nowak, Notary Public, Wayne County, Michigan. My Commission Expires: January 16, 1971

EXECUTION RECOMMENDED, ARGONAUT REALTY DIVISION, BY J. G. Nowak

FORM APPROVED (ROSA) (L.S.) GENERAL COUNSEL



LAW OFFICES GORDON E. GABLE 25 SOUTH HURON ST. YPSILANTI, MICH. 48197 HUNTER 2-7100

PROPERTY ASSESSED TO: UNIVERSITY OF MICHIGAN

TAX DESCRIPTION PARCEL NO. YP 12-10-S/D8

REQUIRED: A 40' PERMANENT EASEMENT FOR A SANITARY SEWER, BEING IN THE SW 1/4 OF SEC. 12, T3S, R7E YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN. CENTER-LINE OF SAID EASEMENT BEGINNING AT A POINT LOCATED EAST 457.21 FEET AND NORTH 20' FROM THE MOST SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, THENCE EAST 276 FEET, THENCE S 56° 33' 55" E 256 FEET TO P.O.E.

1292-163

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LIBER 1292 PAGE 163

JOHNSON & ANDERSON INC.

PONTIAC, MICHIGAN
JOB # 3891 Page 198 of 389 SHT. 5 of 6

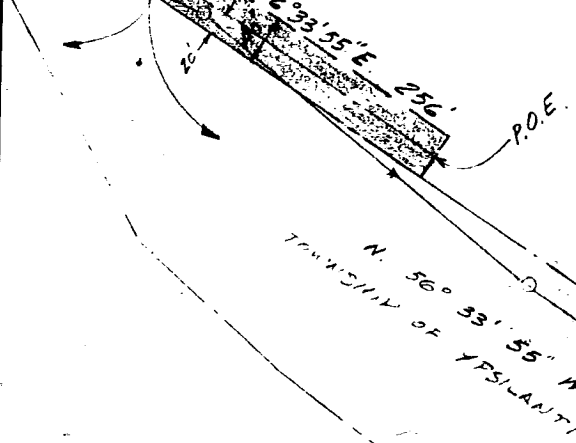
RS C&EF
T.C. 11

7'2.71

N 73° 53' 36" E. ~ 239.20' EAST - 1652.28' //

APPROX LOCATION
OF PROP SEWER
276'

40 PERMANENT EASEMENT
FOR SANITARY SEWER



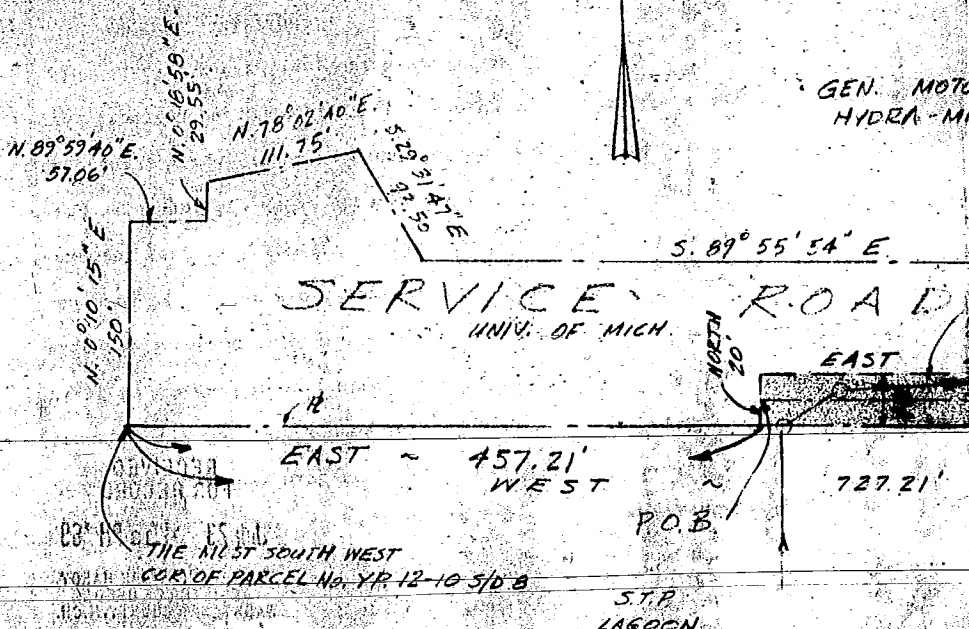
UNIVERSITY OF MICHIGAN
YR. 12-10 S/D B

N. 56° 33' 55" W
TOWNSHIP OF YPSILANTI

1883.63'



SCALE: 1" = 100'



1292-165

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TOWER LINE EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional body corporate of the State of Michigan, hereby grants to THE DETROIT EDISON COMPANY, a New York corporation, its successors and assigns, the right to construct, operate and maintain its lines for the transmission and distribution of electricity and THE DETROIT EDISON COMPANY communication facilities, including the necessary fixtures, wires and equipment, and including also the right to trim or cut down any trees along said lines which could fall into the lines or interfere in any way with their operation upon, over and across certain property located in Section 12 of the Township of Ypsilanti, Washtenaw County, State of Michigan, as described in a certain Quit-Claim Deed dated January 15, 1947 and recorded February 24, 1947 in Liber 446, page 232, Washtenaw County Records, wherein the UNITED STATES OF AMERICA and RECONSTRUCTION FINANCE CORPORATION are the grantors, and THE REGENTS OF THE UNIVERSITY OF MICHIGAN are the grantees. The route of the line shall be as follows, over so much of the following described property as is owned by THE REGENTS OF THE UNIVERSITY OF MICHIGAN:

A right of way over a strip of land 30 feet wide in the southwest quarter of Section 12, Ypsilanti, Township, T 3 S, R 7 E, described by its centerline as follows: Beginning at a point on the southerly line of said Section 12 (said section line being the centerline of Tyler Road - 120 feet wide) 1326.44 feet easterly from the southwest corner of said Section 12; thence northerly along a line making a northwesterly angle of 98 degrees 41 minutes with the said southerly line of said Section 12 a distance of 76.53 feet to the center of tower position number 387; thence northerly along a line deflecting 0 degrees 16 minutes to the east, 633.77 feet to the center of tower position number 388; thence northerly along a line deflecting 6 degrees 11 minutes to the west, 578.5 feet to the center of tower position number 389; thence continuing northerly along the last described line, 624.2 feet to the center of tower position number 390; thence northeasterly along a line making a northeasterly angle of 47 degrees 45 minutes to the last described line, 745.28 feet to the center of tower position number 391; thence easterly along a line making a southeasterly angle of 138 degrees 03 minutes to the previously described line, 691.76 feet to the center of tower position 392;

as shown upon THE DETROIT EDISON COMPANY Right of Way Department Sketch dated 10-10-50, which sketch is attached hereto and by reference incorporated herein and made a part hereof.

RECEIVED
FOR RECORD

FEB 23 09 PM '54

THOMAS A. FITZGERALD
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

It is understood and agreed by and between the respective parties hereto on behalf of themselves and their successors and assigns that the tower line easement hereby granted shall be subject to the reversionary rights of the United States of America and Reconstruction Finance Corporation as contained in the quit claim deed herein referred to.

THE DETROIT EDISON COMPANY, its successors and assigns, shall reimburse THE REGENTS OF THE UNIVERSITY OF MICHIGAN for all damage to growing crops, buildings or fences, caused by its men and teams and trucks in entering upon said property for the purposes set forth herein.

IN WITNESS WHEREOF, these presents have been executed on this 2nd day of May, A.D. 1951.

In the Presence of:

Ethel J. Hastings
Ethel J. Hastings
Betty D. Vromon
Betty D. Vromon
J. E. Measel
J. E. Measel



THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By: W. K. Pierpont
W. K. PIERPONT, VICE PRESIDENT

THE DETROIT EDISON COMPANY
By: Richard H. Taylor
RIGHT OF WAY AGENT
Richard H. Taylor



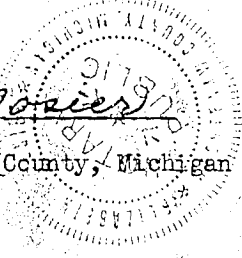
STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 2nd day of May, in the year One thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public in and for said County, appeared W. K. Pierpont and _____

to me personally known, who being by me duly sworn did say that ~~they are~~ ^{he is} the Vice President and _____ of THE REGENTS OF THE UNIVERSITY OF

MICHIGAN, and that the seal affixed to said instrument is the corporate seal of THE REGENTS OF THE UNIVERSITY OF MICHIGAN, and that said instrument was signed and sealed in behalf of said corporation, by authority of THE REGENTS OF THE UNIVERSITY OF MICHIGAN, and W. K. Pierpont and _____ acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth R. Mosier
Elizabeth R. Mosier
Notary Public, Washtenaw County, Michigan
Elizabeth R. Mosier



My commission expires: Oct 31, 1953

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THIS INDENTURE, made this 14th day of May
A. D. 1968, between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a
Constitutional Corporation of the City of Ann Arbor, Michigan, as
Grantor, and GENERAL MOTORS CORPORATION, a Delaware Corporation,
with principal offices at 3044 West Grand Boulevard, Detroit,
Michigan 48202, as Grantee,

W I T N E S S E T H:

That the said Grantor, for and in consideration of the
sum of ONE DOLLAR (\$1.00), to it in hand paid, the receipt of
which is hereby confessed and acknowledged, does by these presents
grant unto the said Grantee, its successors and assigns, the
right and easement to construct, use and maintain a blacktop
surfaced driveway upon, over and across that certain parcel of
land owned by Grantor and situated in the West 1/2 of Section 12,
Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County,
Michigan, described as follows:

Commencing at the West 1/4 corner of
Section 12, Town 3 South, Range 7 East,
and proceeding Thence South 74 degrees
13 minutes 22 seconds East, 1,139.93
feet to the Southwest corner of land
conveyed by University of Michigan to
General Motors Corporation and described
as Parcel "C" in Deed recorded in Liber
975, Page 556, Washtenaw County Records
and recorded in Liber 14,650, Page 136,
Wayne County Records; Thence along the
most Westerly line of the University

RECEIVED
FOR RECORD

SEP 10 3 07 PM '68

PATRICIA NEWKIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

of Michigan property, South 0 degrees 03 minutes 30 seconds East, 121.87 feet to a point on the North line of land conveyed by Kaiser Motors Corporation to General Motors Corporation and described as Parcel II in Deed recorded in Liber 643, Page 300, Washtenaw County Records and recorded in Liber 11,942, Page 173, Wayne County Records (said line also being the South line of the University of Michigan property); Thence along said line, due East 238.80 feet to the point of beginning of the easement herein described; Thence continuing along said North line of General Motors property, due East 22.01 feet; Thence North 1 degree 19 minutes 04 seconds West, 45.66 feet; Thence on a curve concave to the Southeast radius 51.20 feet, central angle 20 degrees 37 minutes 12 seconds (the chord of said curve bears North 35 degrees 37 minutes 28 seconds East, 18.40 feet), a distance of 18.43 feet to a point on the South edge of the black top surfacing of Airport Road; Thence along the edge of said black top surfacing, South 88 degrees 40 minutes 37 seconds West, 41.66 feet; Thence South 6 degrees 28 minutes 08 seconds West, 12.78 feet; Thence South 58 degrees 48 minutes 32 seconds East, 12.53 feet; Thence South 0 degrees 58 minutes 38 seconds East, 40.46 feet to the point of beginning, containing 1,544 square feet; SUBJECT, HOWEVER, to the rights reserved by the Reconstruction Finance Corporation in Deed dated January 15, 1947, from Reconstruction Finance Corporation, acting by and through The War Assets Administration, to the Grantor.

Grantee to use said premises for so long as the Grantee, its successors and assigns, shall require the use

thereof in connection with its business activities, for the purpose of vehicular passage and repassage and ingress and egress to and from Airport Road and those lands owned by Grantee and described as Parcel II in Deed dated December 4, 1953, recorded in Liber 643, Page 300, Washtenaw County Records, and in Liber 11942, Page 173, Wayne County Records, from Kaiser Motors Corporation to Grantee.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hands and seal the day and year first above written.

Signed, sealed and delivered in presence of:

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

E. A. Cummiskey
E. A. Cummiskey

BY W. K. Pierpont
W. K. Pierpont
Vice President

Elizabeth R. Solomon
Elizabeth R. Solomon


ATTEST H. W. Hildebrandt
H. W. Hildebrandt
Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

BE IT REMEMBERED, that on this 14th day of May, A. D. 1968, before me the subscriber, a Notary Public in and for said County and State, personally appeared the above named W. K. Pierpont and H.W. Hildebrandt, to me known and known to me to be the Vice President and Secretary of said

THE REGENTS OF THE UNIVERSITY OF MICHIGAN, who being by me severally sworn, did depose and say that the seal affixed to the above instrument is the Corporate Seal of said Corporation and that the said instrument was signed and sealed on behalf of said Corporation by authority of its Board of ^{Regents} ~~Directors~~ and the said W. K. Pierpont and H. W. Hildebrandt, respectively, of THE REGENTS OF THE UNIVERSITY OF MICHIGAN acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and notarial seal this 14th day of May, A. D. 1968.


Elizabeth R. Solomon
Notary Public, Washtenaw County, Michigan
My Commission Expires: Sept. 20, 1969

THIS INSTRUMENT PREPARED BY:
Charles J. Pinto
3044 West Grand Boulevard
Detroit, Michigan 48202

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F603035

L117733 PA675

EASEMENT

FORD MOTOR COMPANY, a Delaware corporation, with offices at The American Road, Dearborn, Michigan, 48121 (herein called Grantor), does hereby give, grant, convey and donate unto THE BOARD OF REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional body corporate organized pursuant to Article VIII, Section 5 of the Constitution of the State of Michigan (herein called Grantee), an easement (herein called the Easement), for the construction, installation, maintenance, repair, alteration, inspection, operation, replacement and/or removal of an underground, forced storm sewer main, 8 inches in diameter, and appurtenances thereto (herein called the Sewer), in, over and across a triangular-shaped parcel of land (herein called the Land) in Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, more particularly described as follows:

Beginning at the northwest corner of said Section 18, thence South 00 degrees 20 minutes 40 seconds East 381.31 feet along the West line of said Section 18; thence South 19 degrees 41 minutes 40 seconds East 728.33 feet to the true point of beginning, thence South 39 degrees 36 minutes 38 seconds East 47.78 feet; thence South 04 degrees 04 minutes 40 seconds West 40.39 feet; thence North 19 degrees 41 minutes 40 seconds West 81.88 feet to the true point of beginning.

The Easement is granted to and accepted by Grantee upon the following terms and conditions:

1. All work performed by Grantee, its agents and servants, in and about the construction, installation, maintenance, repair, alteration, inspection, operation, replacement, and removal of the Sewer shall be conducted with the least

RECORDED JUN 15 1971 AT 9:30 P.M. BY
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

F603035

possible inconvenience to Grantor, and upon the completion of any work, Grantee, at its own cost and expense shall promptly remove all debris, surplus earth, materials and equipment and restore the Land to the same condition as that in which it existed prior to such work.

2. Grantor at all times shall have the right to make such use of the Land as shall not be inconsistent with the exercise by Grantee of the rights and privileges granted to it hereunder.

3. Grantee shall indemnify and save Grantor harmless from and against any and all claims, demands, actions, liabilities, expenses (including reasonable attorneys' fees) and costs arising from or in any manner based upon the construction, installation, maintenance, repair, alteration, inspection, operation, replacement and/or removal of the Sewer.

4. Grantee, in the exercise of the rights and privileges granted to it hereunder, shall adhere to and comply with good engineering practice and with all laws, ordinances, rules, regulations and orders applicable to the construction, installation, maintenance, repair, alteration, inspection, operation, replacement, and/or removal of the Sewer.

5. The Easement is granted subject to the existing rights of third persons, including without limitation, the rights of the Township of Ypsilanti in an easement granted by an instrument dated March 17, 1969.

6. If Grantee shall discontinue use of the Land for the above stated purposes for any period of 24 or more consecutive months, all rights granted hereunder shall cease and terminate, and, upon demand of Grantor, Grantee shall remove all its property and equipment from the Land.

7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the 17th day of May, 1971.

WITNESS:

FORD MOTOR COMPANY

Virginia Garrity
Virginia Garrity

By J. A. Courter
Its J. A. COURTER ASSISTANT SECRETARY

Yolande K. Salwoski
Yolande K. Salwoski

DRAFTED BY

J. A. COURTER

FORD MOTOR THE AMERICAN ROAD
DEARBORN, MICH

17733-677

RETURN TO

Robert Bangburn
Bldg 2601
Willow Run airport
Ypsilanti, Mich. 48197

STATE OF MICHIGAN }
COUNTY OF WAYNE } SS

On this 17th day of May, 1971, before me a notary public in and for said county, personally appeared J. A. Courter, who being by me sworn, did say that he is Assistant Secretary of Ford Motor Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said J. A. Courter acknowledged said instrument to be the free act and deed of said corporation.



George A. Anderson
Notary Public, Wayne County, Michigan

My commission expires: July 15, 1974

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6629418

Form 561 6-75

Lawyers Title Insurance Corporation

WARRANTY DEED-Statutory Form
C.L. 1948, 565.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That Avern Cohn and Joyce Cohn, his wife, Richard Sloan and Sheila Sloan, his wife, Paul Zuckerman and Helen Zuckerman, his wife, Arthur Howard, Trustee of the Arthur Howard Living Trust dated 12/31/75, and Milton M. Howard, Trustee of the Milton M. Howard Trust dated 7/31/78, whose address is 16500 North Park Drive, Suite 102, Southfield, Michigan 48075 Convey(s) and Warrant(s) to

The Board of County Road Commissioners of the County of Wayne, Michigan whose address is 415 Clifford Street, Detroit, Michigan 48226.

LI 21287 PA 455

the following described premises situated in the Township of Van Buren and State of Michigan, to-wit: Part of the S.W. 1/4 of Sec. 18 County of Wayne described as:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

RECORDED NOV 18 1981 AL 3:10 P
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

DESCRIPTION O.M.
ADMINISTRATIVE O.M.
LEGAL O.M. as to form

JEB

For the full consideration of the sum of One Dollar, "M.S.A. 7.456, Section 5 (a)".

Subject to easements and restrictions of record.

Dated this 16th day of December 1980

Witnesses:

Patricia Bertling
Patricia Bertling

Barbara Ellen Trebilcott
Barbara Ellen Trebilcott

Avern Cohn (U.S.)
Avern Cohn

Joyce Cohn (U.S.)
Joyce Cohn

Richard Sloan (U.S.)
Richard Sloan

Sheila Sloan (U.S.)
Sheila Sloan

Paul Zuckerman (U.S.)
Paul Zuckerman

Helen Zuckerman (U.S.)
Helen Zuckerman

Arthur Howard (U.S.)
Arthur Howard, Trustee of the Arthur Howard Living Trust dated 12/31/75

Milton M. Howard (U.S.)
Milton M. Howard, Trustee of the Milton M. Howard Trust dated 7/31/78

STATE OF MICHIGAN)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 16th day of December 1980 by Avern Cohn and Joyce Cohn, his wife, Richard Sloan and Sheila Sloan, his wife, Paul Zuckerman and Helen Zuckerman, his wife, Arthur Howard, Trustee of the Arthur Howard Living Trust and Milton M. Howard, Trustee of the Milton M. Howard Trust.

Notary Public Wayne County, Michigan
My commission expires: 2/6/82
Business Address 16500 North Park Dr., Suite 102,
Southfield, Michigan 48075

Instrument Drafted by Arthur Howard
I do so to certify County Treasurer's Certificate
property and that taxes are paid for FIVE YEARS previous
date of this instrument EXCEPT

2125
NOV 18 1981 WAYNE COUNTY TREASURER
[Signature]

City Treasurer's Certificate

Recording Fee

State Transfer Tax

21287-455

When recorded return to

Send subsequent tax bills

NO REVENUE ATTACHED

Tax Parcel # 18G-Jialai 071-99-001-003

21287-455 00001.00

42402

EXHIBIT A

LI 21287 PA 456

That part of the Southwest $\frac{1}{4}$ of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, which is described as follows: Beginning at a point on the West line of Section 18, distant North 3 degrees 11 minutes 24 seconds West 1585.48 feet from the Southwest corner of said Section, and proceeding thence South 85 degrees 50 minutes 33 seconds East, 822.16 feet to the centerline of Rawsonville Road; thence North 18 degrees 30 minutes 00 seconds West, 148.57 feet; thence North 87 degrees 08 minutes 51 seconds East, 61.55 feet to the centerline of Rawsonville Road; thence along said centerline and the Westerly boundary of Willow Run Airport, North 12 degrees 21 minutes 43 seconds East, 77.45 feet, North 7 degrees 52 minutes 02 seconds West 365.47 feet and North 36 degrees 28 minutes 20 seconds West 651.55 feet to the East and West $\frac{1}{4}$ line of Section 18, thence South 87 degrees 35 minutes 00 seconds West 471.19 feet to the West $\frac{1}{4}$ corner of said Section; thence South 3 degrees 11 minutes 14 seconds East, 70.62 feet to the East $\frac{1}{4}$ corner of Section 13, Town 3 South, Range 7 East, thence South 3 degrees 11 minutes 24 seconds East, 957.08 feet to the Point of Beginning.

Together with an easement for ingress and egress, 40 feet in width, the centerline of which is described as follows: Commencing at the Southwest corner of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence along the West line of said Section 18, North 0 degrees 53 minutes 08 seconds West, 693.85 feet to the Northerly right-of-way line of the North Service Road of Highway I-94, thence along said Northerly right-of-way line South 54 degrees 30 minutes 00 seconds East, 143.71 feet and South 58 degrees 46 minutes 58 seconds East, 165.93 feet and South 67 degrees 20 minutes 55 seconds East 165.93 feet and South 75 degrees 54 minutes 51 seconds East 22.03 feet to the centerline of Rawsonville Road and the point of beginning; thence North 16 degrees 20 minutes 56 seconds East 695.13 feet; thence North 20 degrees 59 minutes 11 seconds East 138.05 feet to Point "A" on the centerline, thence North 22 degrees 06 minutes 03 seconds East, 264.91 feet to a point of ending on the Northerly line of the parcel, said point being North 83 degrees 35 minutes 50 seconds West 20.77 feet from the Northeast corner of the Parcel, also beginning at Point "A" on the centerline; thence North 0 degrees 53 minutes 08 seconds West 257.11 to the point of ending on the Northerly line of the parcel, said point being North 83 degrees 35 minutes 50 seconds West 125.07 feet from the Northeast corner of the Parcel.

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F591048

L 17694 PC 673

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT, Made this 22nd day of March, 1971, between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Constitutional Corporation whose address in Ann Arbor, Michigan, hereinafter called "University" and the BOARD OF WATER COMMISSIONERS, of the City of Detroit, a Michigan Municipal Corporation, whose address is 735 Randolph Street, Detroit, Michigan 48226, hereinafter called "Water Board".

WITNESSETH THAT:

WHEREAS, the University are title holders of certain properties in Wayne County described as follows:

That part of Sections 7, 8, 17 and 18 in Van Buren Township, T3S, R8E, described as beginning at the NE corner of Sec. 17 and proceeding thence S 0°-39'-20"-W along the E line of Sec. 17 a distance of 1520.17 ft.; thence due West 6570.97 ft.; thence S 1°-44'-15"-W 2146.81 ft.; thence N 89°-40'-W 1653.80 ft.; thence N 89°-17'-15"-W 466.55 ft.; thence N 89°-24'-W 1005.91 ft.; thence N 89°-56'-09"-W 260.88 ft.; thence N 15°-16'-43"-E 77.45 ft.; thence N 4°-57'-02"-W 365.67 ft.; thence N 33°-33'-20"-W 789.74 ft.; thence N 6°-59'-20"-W 1030.14 ft.; thence, N 5°-28'-W 202.23 ft.; thence N 4°-4'-40"-E 210.40 ft.; thence N 39°-36'-38"-W 47.78 ft.; thence N 19°-41'-40"-W 728.33 ft.; thence N 0°-20'-40"-W along the W line of Sec. 18 a distance of 381.31 ft. to the NW corner of Sec. 18; thence along the W line of Sec. 7 N 0°-02'-E 2297.38 ft.; thence N 41°-23'-40"-E 181.57 ft.; thence due North 768.31 ft.; thence N 24°-17'-05"-W 238.53 ft.; thence due N 1°-25'-E along the W section line 993.54 ft.; thence N 89°-57'-40"-E 193.19 ft.; thence N 0°-02'-20"-W 275.00 ft.; thence S 89°-57'-40"-W 153.16 ft.; thence N 1°-25'-10"-E 525.40 ft.; thence along the N line of Sec. 7 N 87°-34'-10"-E 1273.48 ft.; thence S 2°-25'-50"-E 65.00 ft.; thence along the S line of Ecorse Road N 87°-34'-10"-E 475.01 ft. and along a curve concave to the North, radius 2442.01 chord bearing S 79°-27'-28"-E a distance of 924.29 ft. and N 89°-37'-25"-E 8195.74 ft.; thence along the E line of Sec. 8 S 0°-22'-50"-W 2445.80 ft. and S 0°-53'-W 2654.95 ft. to the point of beginning; and

Description in order - J.H. Klein P.E.

RECORDED MAY 9 1971
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

F591048

WHEREAS, the Water Board is desirous of acquiring the right and present underground easement to construct, operate and maintain an underground water transmission line and appurtenances across parts of the above described properties as shown in Exhibit A and described as follows:

- 1. A strip of land 60 ft. wide lying North of, adjacent and parallel to the South line of Section 8, beginning at the SE corner of Section 8; thence due West on the Section line for a distance of 76 ft.

Description in order - J.H. Klein P.E.

17694-673

73 R.K. [Signature]

2. A strip of land 50 ft. wide, adjacent, parallel and W'ly and S'ly of the following described line, said line being respectively part of the East and North property line of Willow Run Airport, Beginning at a point on the South line of Section 8, ~~76~~ ft. west of the Southeast corner of Section 8; thence N 00°-53'-00"-E, 2654.62 ft. to a point being 76 ft. W of the E ½ corner of Sec. 8; thence N 00°-22'-50"-E, 2186.13 ft.; thence along a curve concave to the W, radius 255 ft. chord bearing N 44°-59'-52"-W, an arc distance of 403.92 ft. to a point on the N property line, said point being 331.40 ft. W of the E property line along said line; thence W along the N property line 7264.34 ft.; thence along a curve concave to the N, radius 2242.01 ft.; chord bearing N 79°-27'-28"-W, a distance of 924.29 ft.; thence S-87°-34'-10"-W 475.01 ft.; thence N 2°-25'-50"-W 65.0 ft.; thence S-87°-34'-10" W 1306.55 ft. to the pt. of ending; and

RK [Signature]
2/1/67

WHEREAS, the Water Board is desirous of acquiring a construction easement as shown in Exhibit A and described as follows:

A strip of land 50 ft. wide, adjacent, parallel, W'ly and then S'ly of the above described permanent underground easement:

Said right or easement to restrict the construction of any permanent buildings, other structures, piers, foundations or change of elevation of the earth cover over the water transmission line within the easement without prior written consent of the Water Board.

THEREFORE, in consideration of the Sum of One Dollar (\$1.00), paid by the Water Board to the University, and agreements, covenants and understandings hereinafter set forth.

The University hereby grants to Water Board a permanent right and easement as described above for the construction, operation, maintenance, and repair of an underground water transmission line.

In the event surface improvements are to be made for University purpose, the Water Board will perform what operations they deem necessary to protect its water transmission line.

The Water Board shall have the right of entry by way of the shortest route to the water transmission line and its appurtenances for its inspection, operation and maintenance.

The Water Board shall have full use of the permanent and construction easement for the duration of construction operations.

Said easement is granted subject to the following terms and conditions:

1. The Water Board is hereby granted the right to perform survey and/or soil borings operations within said easement.
2. The top soil shall be stripped and stored from the work area prior to construction and upon completion of construction operations it shall be re-distributed over the entire disturbed area and restored to a condition that existed prior to construction insofar as practicable.
3. The easement area disturbed due to construction operations shall be seeded or otherwise restored as directed by the Willow Run Airport Manager and/or Engineer.
4. The excess excavated material from the easement shall be placed on two locations, either on the NE corner of the Airport or on the N'ly portion of that parcel lying east of Beck Road and fine graded and seeded as directed by the Willow Run Airport Manager and/or Engineer.
5. Existing structures or facilities such as: fences, drives, culverts, field drains, open ditches or tiles shall be restored at least to a condition that existed prior to construction insofar as practical.
6. The Willow Run Airport Manager shall approve the time for commencement of construction operations when the approach to any runway of the property is crossed.
7. Access to the property and the placement of construction equipment materials spoil piles, etc. shall be subject to air and ground traffic control regulations as established for airport operations and approved by the Willow Run Airport Manager.
8. In general, only one runway approach will be permitted to be obstructed at any one time.

This Easement Agreement shall inure to and be binding upon the successors and assigns of both parties hereto.

L17694 PA676

- 4 -

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

IN PRESENCE OF:

THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Constitutional Corporation

Margaret M. Johnson
Margaret M. Johnson

W. K. Pierpont
W. K. Pierpont
Vice President & Chief Financial Officer

Eileen V. Krohn
Eileen V. Krohn

BOARD OF WATER COMMISSIONERS of the City of Detroit

Harriett E. Abrahamson
Harriett E. Abrahamson

Henry R. Kozak
Henry R. Kozak, President

Beverly Check
Beverly Check

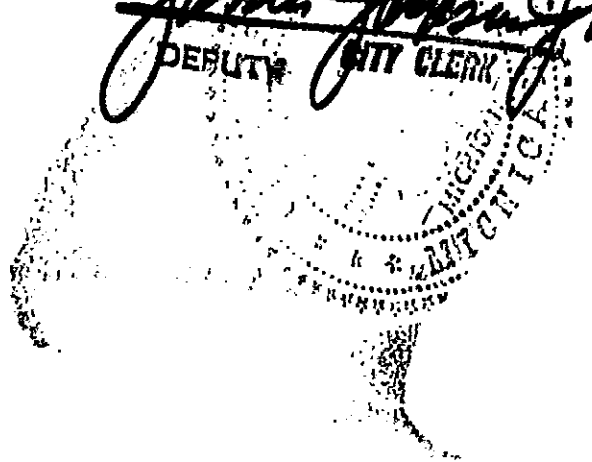
David Boston
David Boston, Secretary

APPROVED AS TO FORM AND EXECUTION

Robert McClear
CORPORATION COUNSEL
Acting

CONFIRMED BY THE COMMON COUNCIL MAR 30 1971

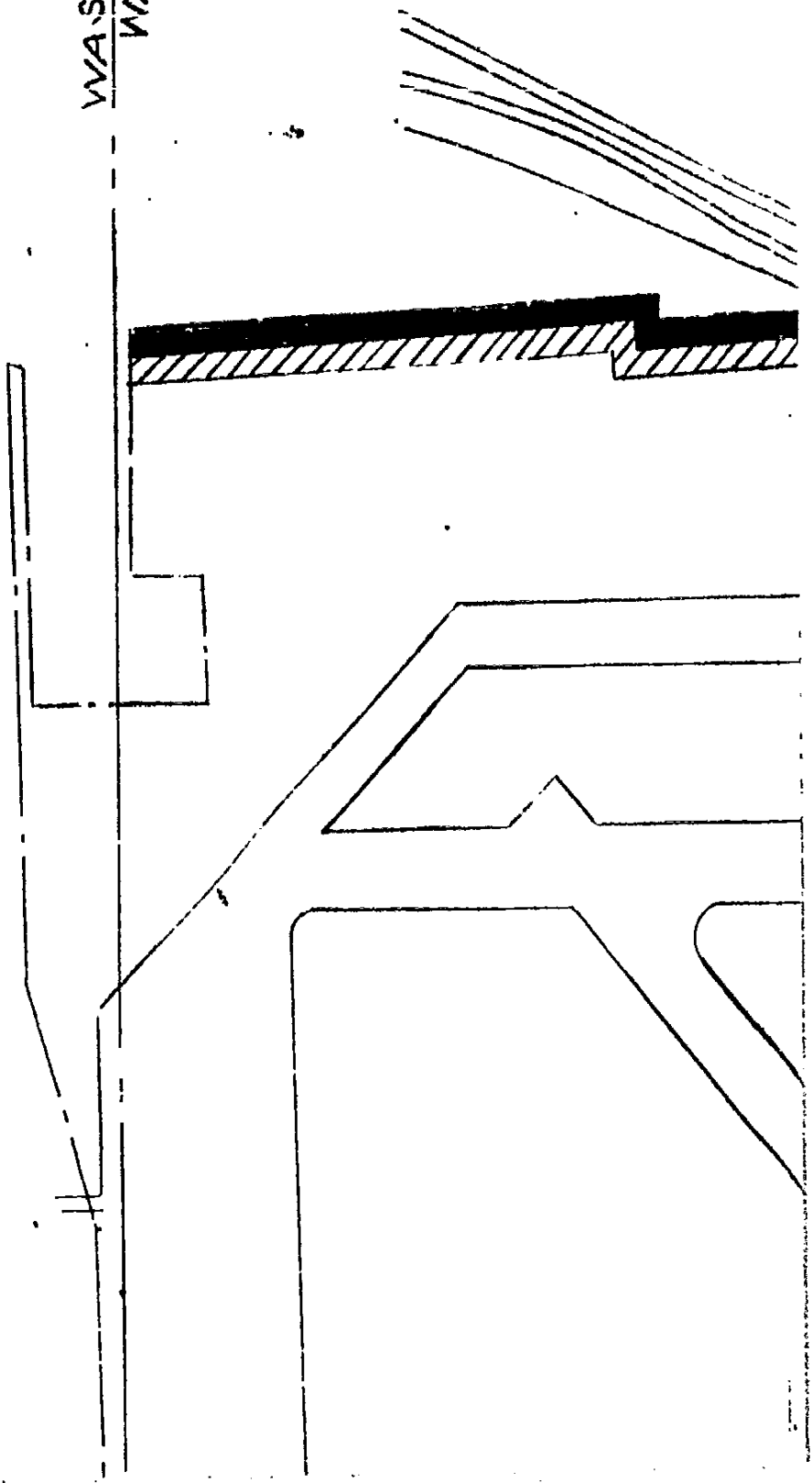
James Johnson
DEPUTY CITY CLERK



Drafted by:
G. H. Klein
735 Randolph Street
Detroit, Mich. 48226

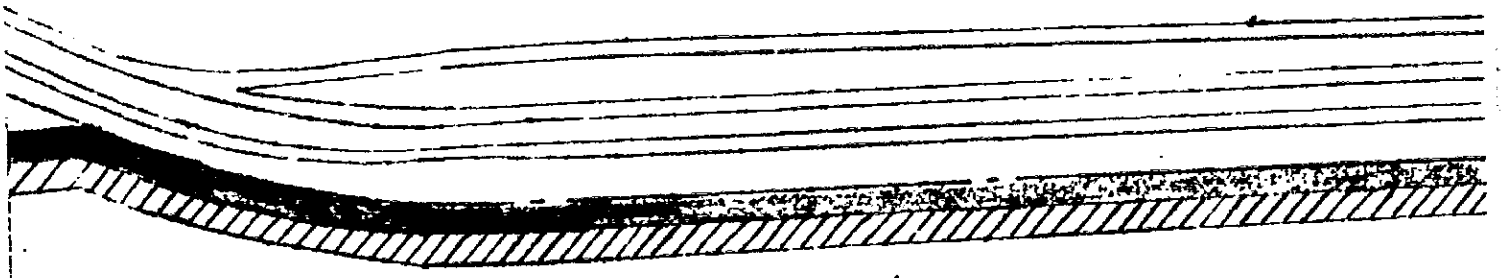
LI 17694 PA 678

WASHTEENAW COUNTY
WAYNE COUNTY



17694-678

LI 17694 PA 679

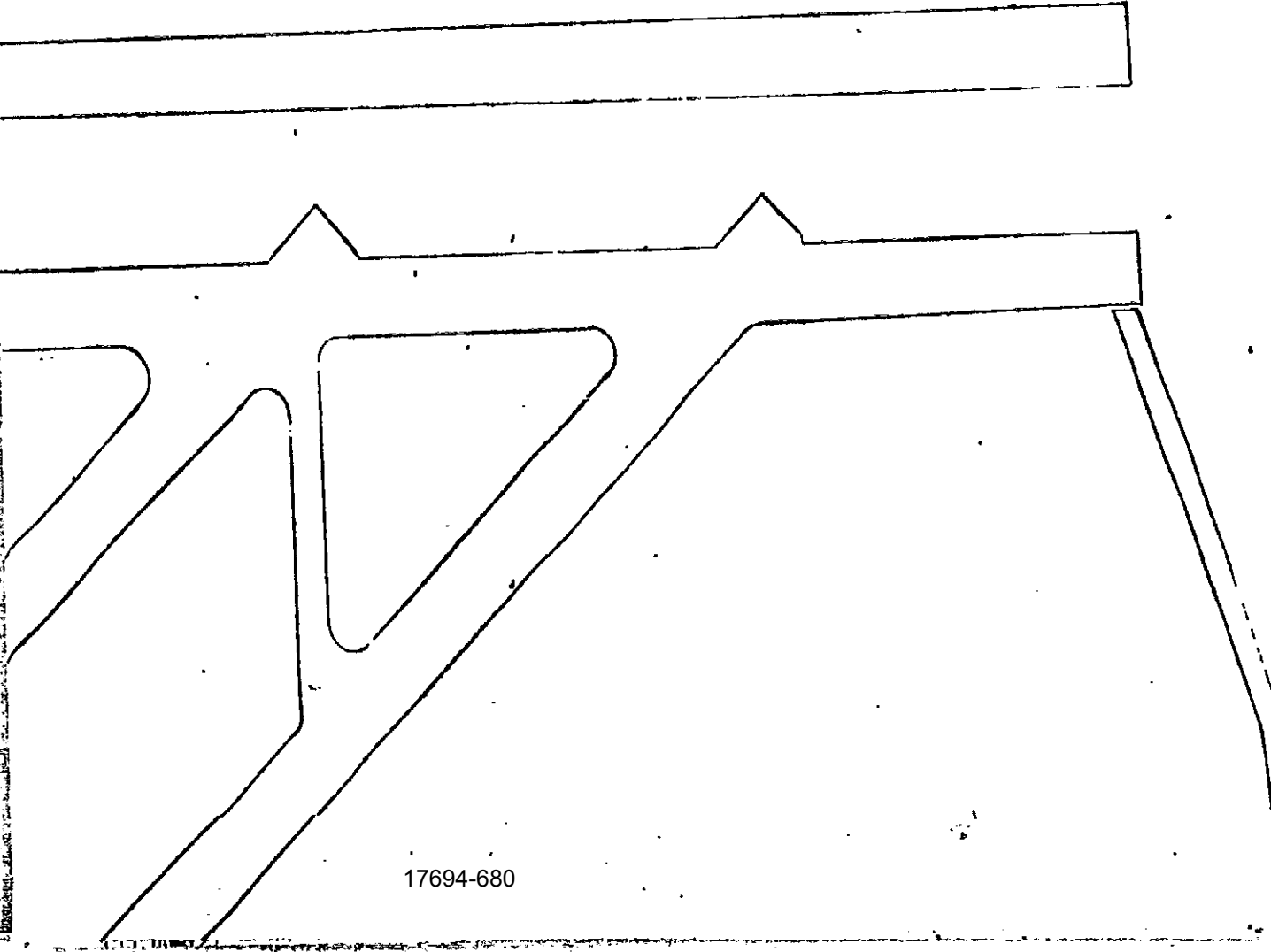


17694-679

L17694 PA680

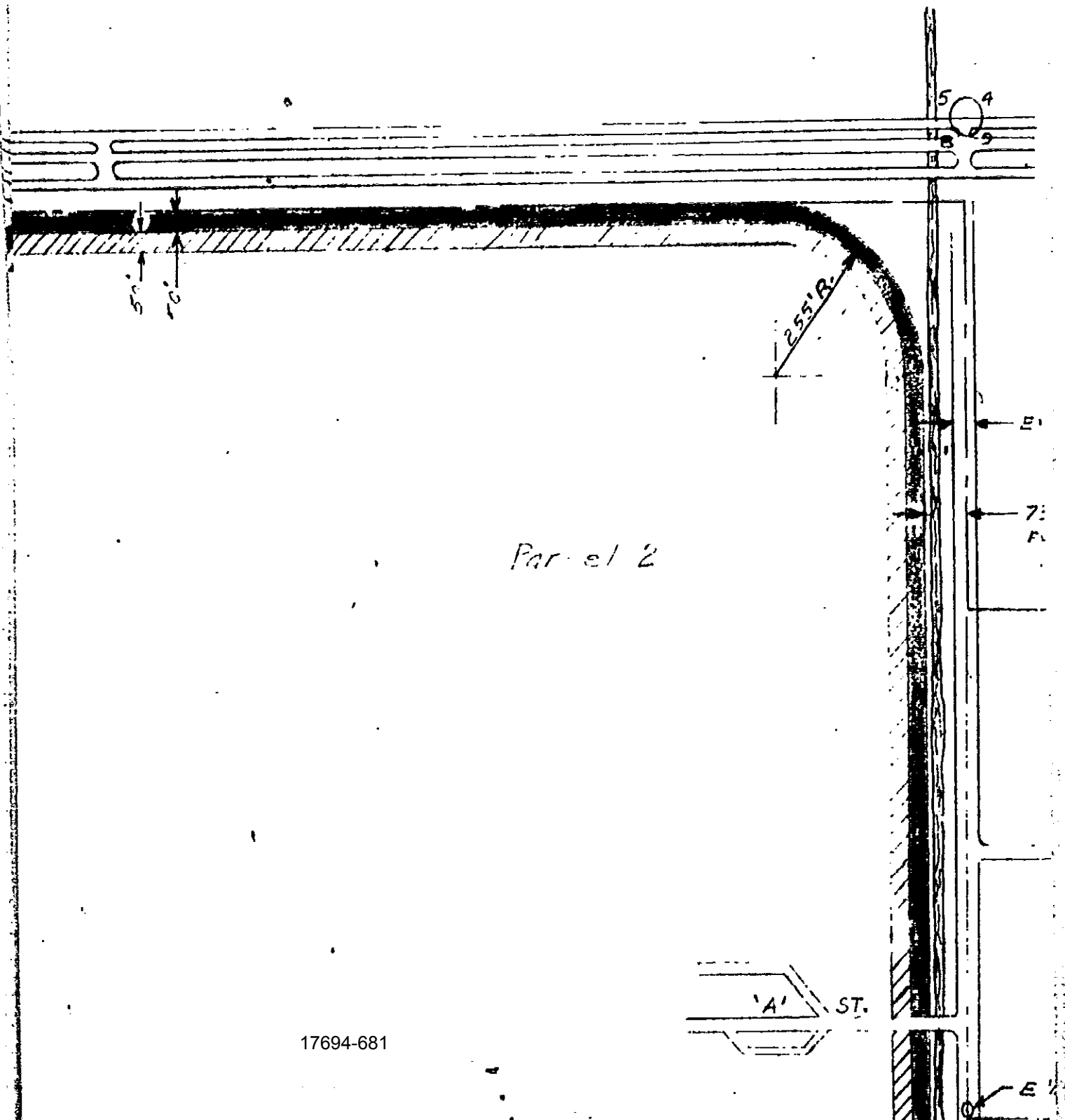
DEPENDENT RD.

ECORSE RD.



17694-680

L17694 PA681



Par. el 2

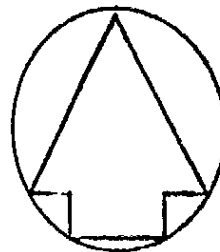
17694-681

LI 17694 PA 682

EXHIBIT "A"

STING ROAD R.O.W. 66'

HANSHAW DRAIN
TURE R.O.W.



CORNER

17694-682

LI 17694 PA 683

COUNTY
LINE

17694-683

LI17694 PA684

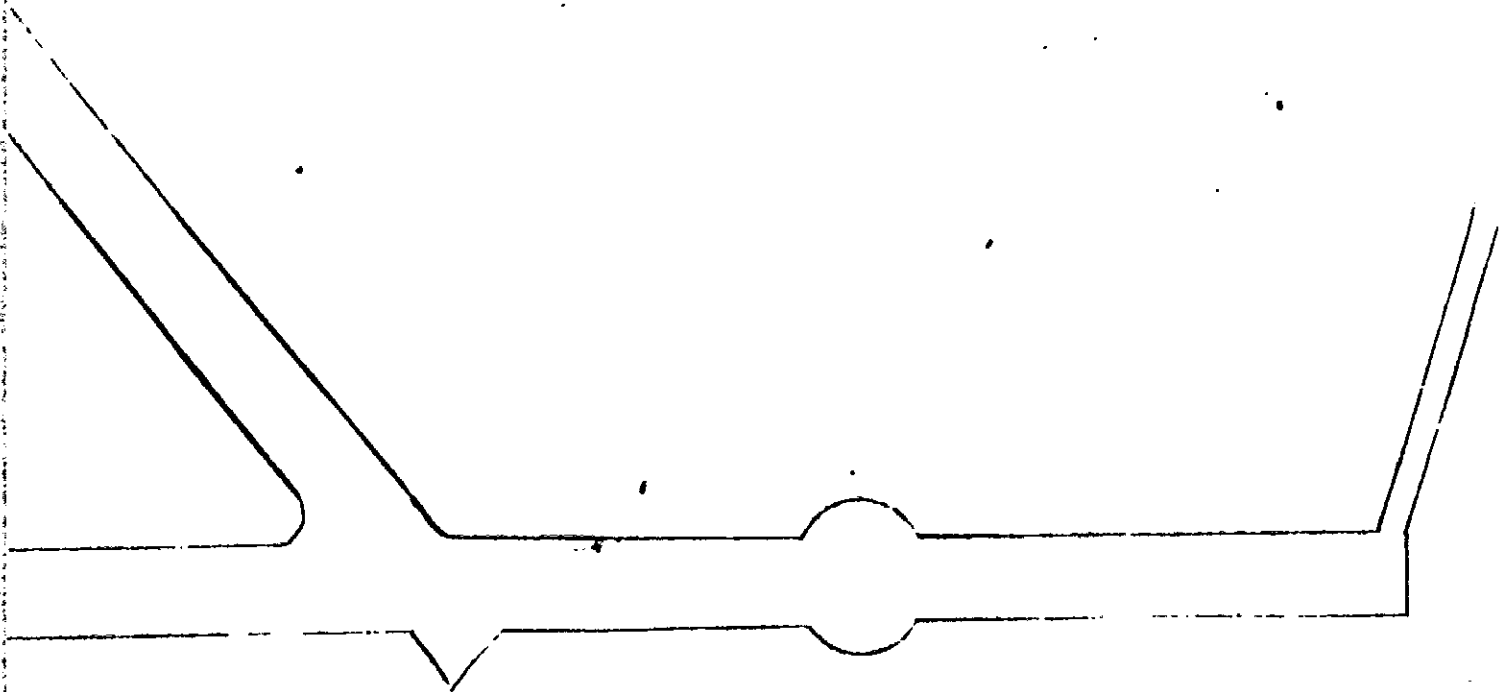


17694-684

LI 17694 PA 685

17694-685

L117694 PA686



17694-686

LI 17694 PA 687

0' ST.

BECK RD.

60'

PERMANENT
(WILL
SECTION
T.35-

17694-687

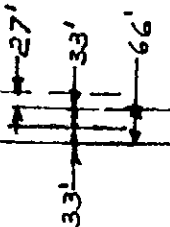
PROPOSED
PUMPING RESERVOIR
STATION

Parcel 1

LI 17694 PA 688

TYLER RD.

EASEMENT FROM
FORD MOTOR



PERMANENT EASEMENT
CONSTRUCTION EASEMENT

EASEMENT ACROSS U. OF M.
W. RUN AIRPORT) PROPERTIES
LOTS 7, 8 & 9 VAN BUREN TWP.
R. 8E WAYNE COUNTY MICHIGAN

DRAWN BY: SAM VUKMIROVICH
DATE: 9-11-70
SCALE - 1" = 400'

17694-688

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EXCLUSIVE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby warrant, grant, and convey to Michigan Bell Telephone Company, a Michigan Corporation, 444 Michigan Avenue, Detroit, Michigan, 48226, Grantee, its successors, assigns, lessees, licensees, and agents an exclusive easement to construct, reconstruct, maintain, operate, or remove above ground and/or underground communication facilities including necessary appurtenances and other related fixtures, equipment, marker posts, electric power, which may from time to time be required, with the right of ingress and egress for the purposes of this grant, in, under, upon, over and across property located in the NE 1/4 of Section 13, Township of Ypsilanti, T 35, R 7E, County of Washtenaw, State of Michigan and more fully described as follows:

Commencing at the Northeast corner of Section; thence South 00°02' West 3.27 feet in the East line of Section; thence South 00°20'40" East 381.31 feet in the East line of Section for a place of beginning; thence continuing South 00°20'40" East 40.0 feet; thence South 87°46'10" West 599.88 feet; thence North 02°13'50" West 364.04 feet; thence North 87°46'10" East 498.95 feet in the South line of Tyler Road; thence South 19°41'40" East 340.04 feet to the place of beginning. 4.78 ac.

Parcel I.D.# 11-13-100-002 SAID EASEMENT to be located and described as follows:

See Exhibit A, attached hereto and made a part hereof.

See INDEMNIFICATION ADDENDUM, attached hereto and made a part hereof as Exhibit B. Michigan Bell Telephone Company hereby agrees to restore in a good and workmanlike manner, all property disturbed by its construction or maintenance activities from the date of execution of this document.

The undersigned specifically agrees that, due to the exclusive nature of this grant, no other use shall be made by anyone including Grantor, under, across, upon and/or over the easement herein described without obtaining the prior written permission of Michigan Bell Telephone Company, its successors, or assigns.

THIS GRANT IS hereby declared to be binding upon the heirs, successors, lessees, licensees, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set HER hand and seal this 17th day of MAY, 19 93.

WITNESS:

Anthony Alleavato (handwritten signature)
Michael S. Romeburg (handwritten signature)
MICHAEL S. ROMESBURG (printed name)

GRANTORS: Michael J. Ferrantino Trust, Dated 10/04/76 and amended on 11/03/79 38-6507883

By: Nancy Alleavato (handwritten signature)
Nancy Alleavato, Trustee

STATE OF MICHIGAN
COUNTY OF WASHTENAW

Address: 1816 Carlisle
Dearborn, MI. 48124

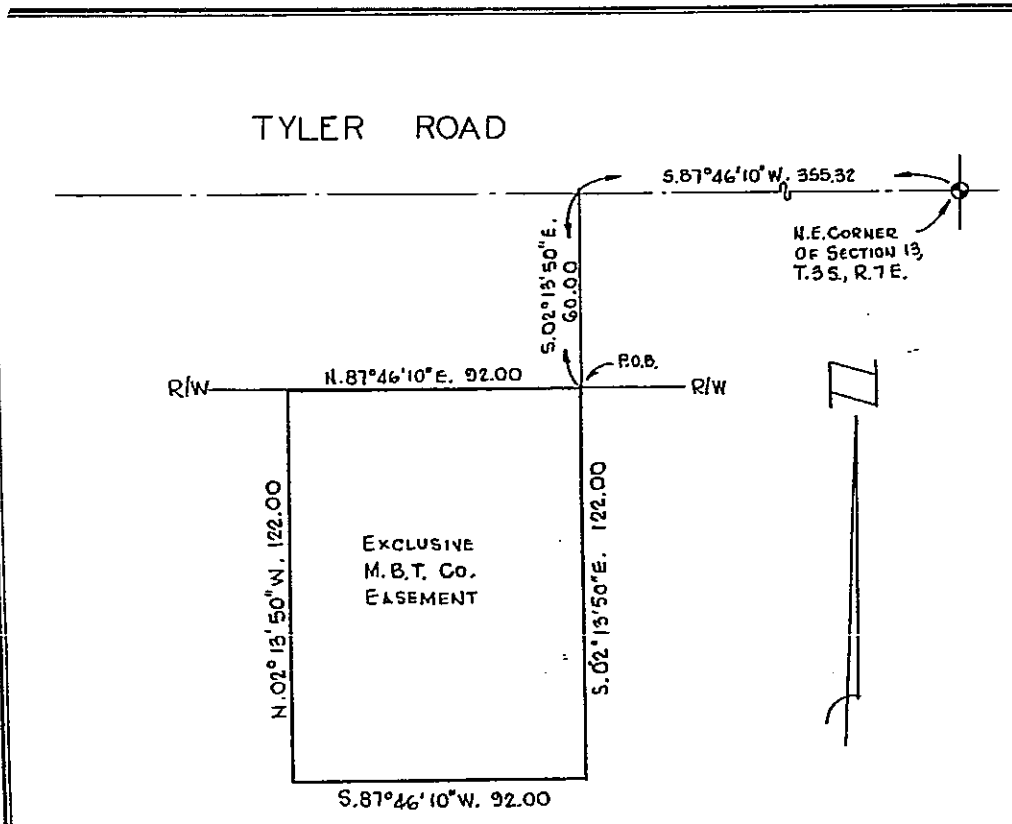
The foregoing instrument was acknowledged before me this 17th day of May, 19 93 by Michael J. Ferrantino Trust, dated 10/04/76 and amended on 11/03/79, by Nancy Alleavato, Trustee.

Notary Public Michael S. Romeburg
WAYNE COUNTY, Michigan
ACTING IN WASHTENAW
My Commission Expires 1-29-95

Document drafted by and return to:
M. ROMESBURG
54 N. Mill St.
Box 30
Pontiac, MI 48342

1

Exhibit A



LEGAL DESCRIPTION

FOR AN EXCLUSIVE 92' X 122' MICHIGAN BELL TELEPHONE COMPANY EASEMENT

Land located in the Northeast 1/4 of Section 13, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the easement being more particularly described as commencing at the Northeast corner of said Section 13; th S 87°46'10"W 355.32'; th S 02°13'50"E 60.00' to the South right-of-way line of Tyler road and the Point of Beginning; th continuing S 02°13'50"E 122.00'; th S 87°46'10"W 92.00'; th N 02°13'50"W 122.00'; th N 87°46'10"E 92.00' along said right-of-way to the Point of Beginning.

CLIENT		P.E.A. of Michigan, Inc. Consulting Engineers & Land Surveyors 26001 Telegraph Road Southfield, Michigan 48034 (313) 352-1050	
MICHIGAN BELL TELEPHONE COMPANY			
DR. J.T.	CK.	SCALE 1"=40'	JOB. NO. 93-91395

INDEMNIFICATION ADDENDUM

Grantee agrees to indemnify and hold harmless the Grantor from all claims, damages, losses, suits, or actions, including reasonable costs and attorney fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of any facilities by Grantee or its employees, agents, successors, or assigns upon the Grantor's property described on the attached easement.

RECORDED
WASHINGTON COUNTY, HI
JUL 30 10 49 AM '93
PEGGY M. HAINES
COUNTY CLERK/REGISTRAR

TIME RECORDED 10:49 AM
DATE JUL 30 1993
PEGGY M. HAINES
REGISTRAR

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UNDERGROUND EASEMENT (RIGHT OF WAY) NO. R-9204276-2A

On October 4, 1993, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Nancy Allevalo, as Successor Trustee of the Michael J. Ferrantino Trust Agreement dated 10/24/76 and subsequently amended by First Amendment to Trust Agreement dated 11/03/79, 1816 Carlisle, Dearborn, Michigan 48124

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in Ypsilanti Township, Washtenaw County, described as:

COM AT NE COR OF SEC; TH S 00°02' W 3.27 FT IN E LINE OF SEC; TH S 00°20'40" E 381.31 FT IN E LINE OF SEC FOR PLACE OF BEGINNING; TH CONT S 00°20'40" E 40.0 FT; TH S 87°46'10" W 599.88 FT; TH N 02°13'50" W 364.04 FT; TH N 87°46'10" E 498.95 FT IN S LINE OF TYLER ROAD; TH S 19°41'40" E 340.00 FT TO PLACE OF BEGINNING, BEING PART OF NE ¼ SEC 13, T3S, R7E, 4.78 AC.

The "Right of Way Area" is a part of Grantor's Land and is described as:

All in accordance with Detroit Edison drawing R-9204276-2A and dated 09-08-93, which is attached hereto and made a part hereof.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. Access: Grantee has the right of access to and from the Right of Way Area.
3. Buildings or other Permanent Structures: No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. Excavation: As required by Public Act 53 of 1974, MISS DIG must be called on 1-800-482-7171 before anyone excavates in the Right of Way Area.
5. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences shall be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee shall not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.
7. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

Witnesses: (type or print name below signature)

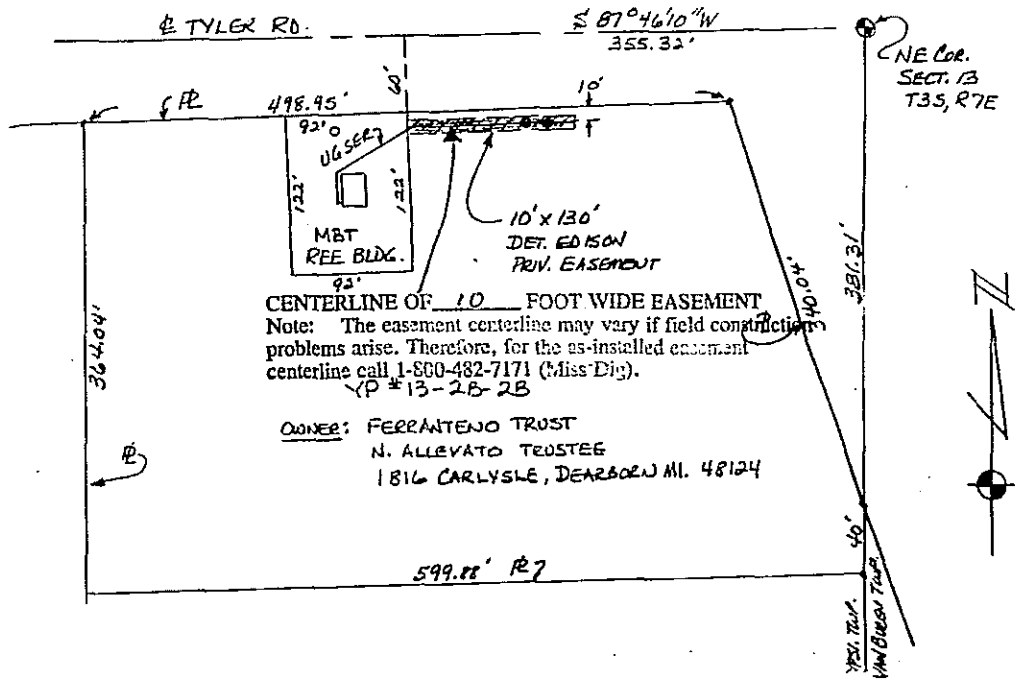
Grantor: (type or print name below signature)

Diana L. Malesski
DIANA L. MALESSKI
Phyllis A. Werth
Phyllis A. WERTH

Nancy Allevalo
Nancy Allevalo, Trustee

Acknowledged before me in Wayne County, Michigan, on October 4, 1993 by Nancy Allevalo, Trustee on behalf of Michael J. Ferrantino Agreement of Trust.

MARY LOUISE ARNOLDY aka Mary L. Arnoldy
Notary Public, Livingston County, MI
Notary's Signature Mary L. Arnoldy
Notary's Stamp ACTING IN WAYNE COUNTY
(Notary's name, county and date commission expires) My Commission Expires July 21, 1996
Prepared by and Return to: Richard Longwish, Detroit Edison, 425 S. Main, Suite 328, P.O. Box 8602, Ann Arbor, MI 48107/cao



9-8-93
 DWG # R-9204276-2A
 R. C. HALL 761-4053

RECORDED
 WASHTEHAW COUNTY, MI
 Oct 25 1 46 PM '93
 PEGGY H. JAMES
 COUNTY CLERK/REGISTER

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QUIT-CLAIM DEED

D126050

a

THIS INDENTURE, made this 15th day of January,

in the year of our Lord One Thousand Nine Hundred and Forty-Seven, between the UNITED STATES OF AMERICA, and RECONSTRUCTION FINANCE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the United States, which corporation has succeeded, pursuant to the provisions of Public Law 109, 79th Congress, approved on June 30, 1945, to all of the rights and assets of Defense Plant Corporation, both acting by and through the War Assets Administrator under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, hereinafter called party of the first part, and The Regents of the University of Michigan, a constitutional body corporate of the State of Michigan, of Ann Arbor, County of Washtenaw, State of Michigan, hereinafter called party of the second part,

RECEIVED FOR RECORD February
AD 19 47. at 8:30 o'clock A.M. 24th
Allan A. Seymour.
Register of Deeds - Washtenaw Co.

WITNESSETH: That the said party of the first part for and in consideration of the assumption by party of the second part of all the obligations hereof and its agreement to take subject to all the reservations, restrictions and conditions set out herein, does by these presents remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns forever, subject to the reservations, restrictions, and conditions, exception and reservation of fissionable materials and right hereinafter set out, the following described property situate in the Counties of Washtenaw and Wayne, State of Michigan, to-wit:

RECORDED FEB 13 1947 AT 11:14 O'CLOCK AM
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICH.

PARCEL I - Land in Van Buren Township, T. 3 S., R 8 E., Wayne Co., Michigan, lying in Sections 7, 8, 17 & 18, being the land conveyed by the Ford Motor Company to Defense Plant Corporation by warranty deeds recorded in Liber 6094, Deeds, Page 323; Liber 7223, Deeds, Page 291 and Liber 7478, Deeds, Page 572 and being further described as follows:

That part of Sections 7, 8, 17 & 18 described as beginning at a point on the N. line of Sec. 7, said point being distant, N. $87^{\circ} 34' 10''$ E., 33.07' from the N. W. corner of said section; thence along the N. line of said section, N. $87^{\circ} 34' 10''$ E., 1273.48'; thence S. $20^{\circ} 25' 50''$ E., 65.00' to the S. line of Ecorse Road, as widened; thence along said line, N. $87^{\circ} 34' 10''$ E., 475.01' to a point on a curve of 2442.01' radius; thence along the arc of said curve, which is concave to the North, a distance of 924.29' to a point of tangency, said point being S. $79^{\circ} 27' 28''$ E., 922.97' from said point of curve; thence N. $89^{\circ} 37' 25''$ E., 2891.38' to the intersection of said S. line of Ecorse Road with the E. line of Sec. 7; thence along said line S. $1^{\circ} 35' 10''$ W., 2467.94' to the E. 1/4 corner of Sec. 7; thence N. $89^{\circ} 25' 20''$ E., 658.80'; thence due South, 2626.00'; thence due East, 1094.97'; thence due South, 1500.00'; thence due West, 1701.69' to the W. line of Sec. 17; thence continuing due West, 1324.06'; thence S. $1^{\circ} 44' 15''$ W., 2146.81'; thence N. $89^{\circ} 40' 00''$ W., 1653.80'; thence N. $89^{\circ} 17' 15''$ W., 466.55'; thence N. $89^{\circ} 24' 00''$ W., 1005.91'; thence N. $89^{\circ} 56' 09''$ W., 260.88' to a point on the center line of Rawsonville Road, now closed; thence along said line, N. $15^{\circ} 16' 43''$ E., 77.45', and N. $4^{\circ} 57' 02''$ W., 365.67', and N. $33^{\circ} 33' 20''$ W., 789.74', and N. $6^{\circ} 59' 20''$ W., 1030.14', and N. $5^{\circ} 28' 00''$ W., 202.23', and N. $4^{\circ} 04' 40''$ E., 210.40'; thence N. $39^{\circ} 36' 38''$ W., 47.78'; thence N. $19^{\circ} 41' 40''$ W., 728.33' to the W. line of Sec. 18; thence along said line, N. $0^{\circ} 20' 40''$ W., 381.31' to the N.W. corner of Sec. 18; thence along the W. line of Sec. 7, N. $0^{\circ} 02' 00''$ E., 2564.42' to the W. 1/4 corner of Sec. 7; thence continuing along the W. line of Sec. 7, N. $1^{\circ} 25' 10''$ E., 1848.72'; thence N. $89^{\circ} 57' 40''$ E., 193.19'; thence N. $0^{\circ} 02' 20''$ W., 275.00'; thence S. $89^{\circ} 57' 40''$ W., 153.16'; thence N. $1^{\circ} 25' 10''$ E., 525.40' to the point of beginning, said parcel containing 1126.521 acres more or less.

PARCEL II - Also land lying in Sections 8 & 17 above mentioned, being the land conveyed to United States of America by warranty deeds recorded in Liber 5955, Deeds, Page 584; Liber 6427, Deeds, Page 577, and Page 579; Liber 6443, Deeds, Page 455 and Liber 6676, Deeds, Page 126 and being further described as follows:

446-233
8465-439

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Beginning at the N.E. corner of Sec. 17; thence along the E. line of said section, S. $0^{\circ} 39' 20''$ W., 1520.17'; thence due West, 3545.22'; thence due North, 1500.00'; thence due West, 1094.97'; thence due North, 2626.00'; thence S. $89^{\circ} 25' 20''$ W., 658.80' to the W. 1/4 corner of Sec. 8; thence along the W. line of said section, N. $1^{\circ} 35' 10''$ E., 2467.94' to the S. line of Ecorse Road, as widened; thence along said line, N. $89^{\circ} 37' 25''$ E., 2646.51' to the N. & S. 1/4 line of Sec. 8; thence continuing along the S. line of Ecorse Road, N. $89^{\circ} 37' 25''$ E., 2657.85' to the E. line of Sec. 8; thence along said line, S. $0^{\circ} 22' 50''$ W., 2445.80' to the E. 1/4 corner of Sec. 8; thence continuing along the E. line of Sec. 8, S. $0^{\circ} 53' 00''$ W., 2654.94' to the point of beginning, excepting therefrom the parcel of land presently leased to Packard Motor Car Company, which land is that part of Sections 8 & 17 described as follows:

Beginning at a point on the S. line of Sec. 8; distant, S. $89^{\circ} 12' 00''$ W., 1374.00' from the S.E. corner of said section; thence due South, 35.00'; thence S. $89^{\circ} 12' 00''$ W., 1458.00'; thence due North, 705.00'; thence N. $89^{\circ} 12' 00''$ E., 1458.00'; thence due South, 670.00' to the point of beginning, being 23.595 acres more or less (hereinafter called the "Packard Parcel"),

*U.S.
Airforce
23 acres.*

*Smith
Hinchman &
Grylls*

containing 686.219 acres more or less.

PARCEL III - Also land in Ypsilanti Township, T. 3 S., R. 7 E., Washtenaw Co., Michigan, lying in Section 12 and being part of the land conveyed by the Ford Motor Company to Defense Plant Corporation by warranty deed recorded in Liber 360, Deeds, Page 466 and being described as follows:

Beginning at the S.E. corner of Sec. 12; thence along the S. line of said section, S. $87^{\circ} 46' 05''$ W., 650.00'; thence N. $2^{\circ} 13' 55''$ W., 43.63'; thence on a curve concave to the W., radius 260.81'; central angle $146^{\circ} 28' 12''$ (the chord of said curve bears N. $8^{\circ} 37' 11''$ E., 499.44'), a distance of 666.73'; thence tangent to said curve, N. $64^{\circ} 36' 55''$ W., 587.00'; thence on a curve tangent to last described line and concave to the N., radius 3306.76', central angle $8^{\circ} 03' 00''$, a distance of 464.60'; thence tangent to said curve, N. $56^{\circ} 33' 55''$ W., 1888.63'; thence due West, 928.21'; thence N. $0^{\circ} 03' 30''$ W., 150.00'; thence N. $89^{\circ} 59' 40''$ E., 258.62'; thence N. $0^{\circ} 18' 58''$ E., 29.55' to the most S. W'ly. corner of land presently under lease to the Kaiser-Frazer Corporation;

thence along the S'ly. & E'ly. boundary of said leasehold, as same is marked on the ground by points set on a recent survey by said corporation, the following courses and distances:

N. 78° 02' 40" E., 111.75', and S. 29° 31' 47" E., 93.50', and S. 89° 55' 54" E., 712.71', and N. 73° 53' 36" E., 239.20', and due East, 1652.28', and N. 0° 08' 45" E., 127.05', and due East, 648.73', and N. 0° 38' 45" E., 16.44', and due East, 324.92', and due North, 67.85', and due East, 47.12', and thence on a curve concave to the N.W., (the chord of said curve bears N. 23° 32' 07" E., 11.59'), radius 401.82', central angle 1° 39' 11", a distance of 11.59'; and due North, 26.97', and due West, 51.75', and due North, 847.82', and N. 20° 35' 45" W., 546.30', and N. 0° 02' 10" E., 1317.98', to the S. side of Ecorse Road, 100.00' wide; said point being distant, S. 87° 35' 50" W., 292.05' from a point on the E. line of Sec. 12, which point is distant, S. 1° 27' 26" W., 50.11' from the N.E. corner of Sec. 12; thence N. 87° 35' 50" E., 40.99'; thence S. 0° 00' 35" W., 738.22'; thence N. 89° 59' 56" E., 231.91' to the E. line of Sec. 12; thence along said line S. 1° 27' 26" W., 1848.45' to the E. 1/4 corner of said section; thence continuing along the E. line of said section, S. 0° 02' 43" W., 2561.38' to the point of beginning, containing 98.682 acres more or less.

PARCEL IV - Also land lying in Section 13, Ypsilanti Township, T. 3 S., R. 7 E., Washtenaw Co., Michigan, being the land conveyed by the Ford Motor Company to Defense Plant Corporation by warranty deed recorded in Liber 391, Deeds, Page 178 and described as follows:

Beginning at the N.E. corner of Sec. 13 and running thence along the E'ly. line of said section, S. 0° 02' 00" W., 3.27' to the N.W. corner of Sec. 18, T. 3 S., R. 8 E., thence along the E'ly. line of said Sec. 13, S. 0° 20' 40" E., 381.31'; thence N. 19° 41' 40" W., 340.04'; thence S. 87° 46' 10" W., 535.27'; thence N. 2° 13' 50" W., 60.00' to the N'ly. line of said Sec. 13; thence along said line, N. 87° 46' 10" E., 650.00' to the point of beginning, containing 1.314 acres more or less.

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PARCEL V - Also land in Augusta Township, T. 4 S., R. 7 E., Washtenaw County, Michigan, lying in Section 7, being the land conveyed by the Ford Motor Company to Defense Plant Corporation by deed recorded in Liber 378, Deeds, Page 596, and further described as follows:

Beginning at a point on the N. line of Sec. 7, distant, S. 88° 03' 00" W., 2013.25' from the N.E. corner of said section; thence S. 3° 47' 30" W., 455.92'; thence S. 88° 03' 45" W., 404.27'; thence N. 3° 46' 45" E., 455.64' to the N. line of Sec. 7; thence along said line N. 88° 03' 00" E., 404.21' to the point of beginning, containing 4.209 acres more or less.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and together with:

(1) all avigation easements appertaining to the above described property and all other easements serving the above property, including, but not limited to, those hereinafter specifically described;

(2) the exclusive right to store coal on a certain part of adjacent land owned by party of the first part and more particularly described as follows:

Land in the S.W. 1/4 of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan; which is described as follows: Beginning at a point on the South line of Sec. 12 distant S. 87° 29' 20" W., 1264.21' from the S. 1/4 corner of Sec. 12; thence N. 0° 20' 10" E., 85.82' to the beginning of the center line of a certain railroad track; thence continuing N. 0° 20' 10" E., along said center line 334.18'; thence N. 87° 29' 20" E., 68.58'; thence S. 0° 20' 10" W., 420.00' to the south line of Sec. 12; thence along said line, S. 87° 29' 20" W., 68.58' to the point of beginning, being subject to the rights of the public in Tyler Road.

Together with the right of ingress to and egress from said area over a certain railroad track, the center line of which is described as follows:

Beginning at the S. 1/4 corner of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan,

and proceeding thence along the south line of Sec. 12, S. 87° 29' 20" W., 1264.21' to a point where the center line of a certain track (if extended southerly) intersects said Sec. line; thence along said center line of track extended N. 0° 20' 10" E., 85.82' to the beginning of said center line of track and the point of beginning of this description; thence along the center line of track the following courses and distances: N. 0° 20' 10" E., 1240.69'; thence on a tangent curve to the left, radius 912.31', central angle 7° 09' 10", a distance of 113.89'; thence tangent to said curve N. 6° 49' 00" W., 232.50'; thence on a tangent curve to the right, radius 507.67', central angle 7° 09' 10", a distance of 63.38'; thence tangent to said curve, N. 0° 20' 10" E., 597.64'; thence on a tangent curve to the right; radius 593.21', central angle 16° 00', a distance of 165.66'; thence tangent to said curve, N. 16° 20' 10" E., 14.00'; thence on a tangent curve to the right, radius 512.00', central angle 7° 10' 15", a distance of 64.08'; thence tangent to said curve, N. 23° 30' 25" E., 64.15'; thence on a tangent curve to the left, radius 632.48', central angle 27° 57' 30", a distance of 308.63'; thence tangent to said curve, N. 4° 27' 05" W., 893.41' to the point where the center line of track crosses the West boundary of the Kaiser-Frazer Leasehold which point is distant, S. 0° 18' 58" W., 88.95' from the northwest corner of said leasehold.

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(3) the exclusive right to service, repair and make use of the three tank car unloading fixtures and the underground pipe lines leading to underground gasoline and oil storage facilities on the property hereby conveyed, such fixtures and lines being presently located on adjacent land owned by party of the first part now under lease to the Kaiser-Frazer Corporation and more commonly known as the Willow Run Bomber Plant, together with a right of ingress to and egress from said fixtures and underground pipe lines over a certain railroad track, the center line of which is described as follows:

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Beginning at the intersection of the center line of a certain railroad track with the West boundary of the Kaiser-Frazer Leasehold, said point being distant, S. $0^{\circ} 18' 58''$ W., 88.95' from the N.W. corner of said Leasehold, said point also being 3764.53' north of and 1232.81' west of the S. $1/4$ corner of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, and proceeding thence along said center line of track the following courses and distances: S. $4^{\circ} 27' 05''$ E., 696.08'; thence on a tangent curve to the left, radius 521.67' central angle $7^{\circ} 05' 10''$, a distance of 64.52'; thence tangent to said curve, S. $11^{\circ} 32' 15''$ E., 5.12'; thence on a tangent curve to the left, radius 425.00', central angle $23^{\circ} 10' 42''$, a distance of 171.93' to a point of compound curve; thence on a curve to the left and tangent to last described curve, radius 500.00', central angle $36^{\circ} 27' 38''$, a distance of 318.18'; thence tangent to said curve, S. $71^{\circ} 10' 35''$ E., 94.77'; thence on a tangent curve to the left, radius 489.60', central angle $15^{\circ} 35' 30''$, a distance of 133.23'; thence tangent to said curve, S. $86^{\circ} 46' 05''$ E., 16.55'; thence on a tangent curve to the right, radius 753.23, central angle $3^{\circ} 46' 45''$, a distance of 49.68'; thence tangent to said curve, S. $82^{\circ} 59' 20''$ E., 5.70'; thence on a tangent curve to the right, radius 484.55', central angle $7^{\circ} 05' 00''$, a distance of 59.90'; thence tangent to said curve, S. $75^{\circ} 54' 20''$ E., 55.79'; thence on a tangent curve to the left, radius 355.09', central angle $6^{\circ} 58' 45''$, a distance of 43.25'; thence tangent to said curve, S. $82^{\circ} 53' 05''$ E., 29.42'; thence on a tangent curve to the left, radius 464.00', central angle $7^{\circ} 06' 30''$, a distance of 57.57'; thence tangent to said curve, due east 1928.77' to the end of said track, which point is 2554.54' north of and 1610.56' east of the S. $1/4$ corner of Sec. 12.

Together with the right of ingress to and egress from said tank car unloading facilities over the lands of the first party from and through a gate located on the Northerly boundary of the land hereby conveyed and South of and slightly West of said tank car unloading fixtures. The right to use the railroad tracks, as required to reach and use the aforesaid coal storage area and three

tank car unloading fixtures and underground pipe lines, is subject to payment to the party of the first part, its successors, assigns, nominees, or lessees, of a proportionate share of the cost of maintenance of such tracks upon a use basis;

(4) the right of enjoyment, in common with others, of utility facilities presently located on adjacent land owned by party of the first part, including those presently under lease to Kaiser-Frazer Corporation and more commonly known as the Willow Run Bomber Plant, to the end that within the limitations of said utility facilities, heat, light, water and sewage services shall continue to be available for use on the premises hereby conveyed, subject to payment to party of the first part, or its successors, assigns, nominees or lessees, of the cost of such services plus a reasonable profit;

(5) Outfall Sewer Easement - An easement for the construction and maintenance of a 48-inch outfall sewer, in, over and across the N.E. 1/4 of Section 17, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, and being a strip of land 40 feet in width, lying 20 feet on each side of a line described as commencing at a point on the E-W 1/4 line of said Section 17, said point being 835.2 feet W'ly. along said line from the East 1/4 corner of said Section and running thence in a N.W'ly. direction at a deflection angle to the right of 52° 53' with the aforesaid 1/4 line a distance of approximately 1310 feet to the S'ly. line of lands belonging to the United States of America, which easement is recorded in Liber 726 of Deeds, Page 235, and in Liber 7575 of Deeds, Page 372, Wayne County Records;

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(6) Drainage Ditch Easement - An easement for the construction and maintenance of a drainage ditch, in, over and across the N. E. 1/4 of the S.E. 1/4 of Section 17, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, and being a strip of land 50.0 feet in width, lying 25.00 feet on each side of a line described as commencing at a point on the E-W 1/4 line of said Section 17, said point being 835.2 feet W'ly. along said line from the East 1/4 corner of said Section, and running thence in a S.E'ly. direction at a deflection angle to the left of 99° 00' with the aforesaid 1/4 line a distance of approximately 1030 feet to the Leonard Drain.

Also granting herewith the right to deepen and slope the banks of said Leonard Drain across lands described as the N. 1287.0 feet of the E. 874.50 feet of the S.E. 1/4 of said Section 17.

Which easement is recorded in Liber 7261 of Deeds, Page 232 and Liber 7575 of Deeds, Page 372, Wayne County Records;

(7) Sanitary Sewer Easement - An easement of right of way for the construction, operation, maintenance, and use of a sanitary sewer, in, over, and upon land located in the N. 1/2 of Section 18, Van Buren Township, Wayne County, Michigan, more particularly described as follows:

Easements 15 feet in width and lying 5 feet on the N. side and 10 feet on the S. side of the following described lines: 1. Commencing at a point, which point is N. 89° 11' 50" W., 328.94 feet and S. 1° 22' 05" W., 1508.9 feet from the N. 1/4 post of Section 18, T. 3 S., R. 8 E., and running thence due W. 2336.36 feet; thence N. 0° 57' 10" E., 31.3 feet. 2. Commencing at a point, which point is S. 1° 16' 50" W., 1478.14 feet from the N.E.

corner of Section 18, T. 3 S., R. 8 E., said course and distance being measured along the E. Section line and running thence due W., 3001.47 feet. Together with the right of ingress and egress, for the purpose of constructing, operating, maintenance, use and removal of said force sewer line over, across, beneath and upon the land owned by the grantor which is hereinbefore described.

An easement of right-of-way for the construction, operation, maintenance and use of a sanitary sewer in, over, and upon land located in the N.W. 1/4 of Section 17, Van Buren Township, Wayne County, Michigan, more particularly described as follows:

An easement 15 feet in width, lying 5 feet on the N. side and 10 feet on the S. side of the following described line: Commencing at a point, which point is 1478.14 feet S. 1° 16' 50" W., measured along Section line from the N.W. corner of Section 17, T. 3 S., R. 8 E., and running from said point due E. 1701.69 feet; thence N. 46° 38' 00" E., 41.12 feet.

Which easements are recorded in Liber 7192 of Deeds, Page 249 and Liber 7192 of Deeds, Page 252, Wayne County Records; and

(8) Storm Sewer Easement - An easement for the construction, placement and maintenance of an 84 inch storm sewer in the N.W. 1/4 of the N.W. 1/4 of Section 18, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, and described more particularly as being 40 feet in width, lying 20 feet on each side of a line described as commencing at a point on the centerline of Rawsonville Road, said point being S. 0° 36' 30" E., 281.89 feet and S. 19° 43' 20" E., 825.89 feet from the N.W. corner of said Section 18 and running thence S. 57° 48' 40" W., 225.00 feet.

The above described premises are subject to the following easements:

An easement for the Detroit Edison Company power line, as presently extending S.W'ly. from Sub. Station No. 2, so called.

An easement for the Detroit Edison Company power line, as presently extending S.W'ly. from Sub. Station No. 1, so called.

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An easement for the 60" sewer, as presently extending S'ly. from the Manufacturing and Assembly Building, near the W'ly. end thereof.

Also the following easements and rights, appurtenant to the Packard Parcel:

Easement for power lines and poles:

Across part of the N.E. 1/4 of Sec. 17 and part of the S.E. 1/4 of Sec. 8, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, and described as being 20.00' in width, lying 10.00' on each side of a line described as beginning at a point on the west side of Beck Road (66.00' wide), said point being distant, S. 0° 39' 50" W., 76.03' and S. 89° 12' W., 33.01' from the N.E. corner of Sec. 17, and proceeding thence S. 89° 12' W., 943.59', and N. 0° 48' W., 108.00', and S. 89° 12' W., 395.00' to the East line of the Packard Parcel.

All necessary rights and easements to permit the continued use of the sanitary sewer system, the water system, and all other utilities presently serving the Packard Parcel.

Easement for use of poles and telephone lines and easements for overhead and underground lines:

Across part of the S.E. 1/4 of Sec. 8, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, and described as being 20.00' in width, lying 10.00' on each side of a line described as beginning at a point on the north line of the Packard Parcel, said point being distant, S. 89° 12' W., 1374.00', and due North, 670.00', and S. 89° 12' W., 950.54' from the S.E. corner of Sec. 8; and proceeding thence N. 9° 11' W., 112.22' to the point of ending.

Easement for roadway purposes across part of former Tyler Road (now abandoned) described as follows:

Part of the S.E. 1/4 of Sec. 8 and part of the N.E. 1/4 of Sec. 17, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, and described as being 66.00' in width, lying 33.00' on each side of the section line between Sections 8 & 17 and extending from the west line of Beck Road (66.00' wide), S. 89° 12' W., 1340.99' to the east line of the Packard Parcel.

All necessary rights and easements to permit the continued use of the present storm sewer and the present sanitary sewerage overflow line now used by the Packard Parcel.

All easements of record and existing easements for roads, highways, public utilities, railways and pipe lines.

And further excepting from this conveyance and reserving to the United States of America, in accordance with Executive Order 9701, approved on March 4, 1946 (11 F. R. 2369), all fissionable materials in the above described land, together with the right at any and all times to enter upon the lands and prospect for, mine and remove such materials with all necessary and convenient means of working and transporting the materials and supplies. By accepting this instrument or any rights thereunder, the said party of the second part hereby releases the United States of America from any and all liability for all claims for losses or damage arising out of the exception and the reservation above.

And party of the first part, for itself, its assigns and lessees, reserves (a) a perpetual easement for a spur track and fence over the following described land:

Part of Sec. 7, T. 3 S., R. 8 E., Van Buren Township, Wayne Co., Michigan, and part of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw Co., Michigan, being further described as beginning at the most N.E'ly. corner of land presently under lease to the Kaiser-Frazer Corporation, said point being on the S'ly. line of Ecorse Road, 100.00' wide, and distant, S. 87° 35' 50" W., 292.05' from a point on the E. line of Sec. 12, which point is distant, S. 1° 27' 26" W., 50.11' from the N.E. corner of Sec. 12; thence along said S. line of Ecorse Road, N. 87° 35' 50" E., 40.99'; thence S. 0° 00' 35" W., 1272.93'; thence S. 21° 22' 14" E., 725.32'; thence due South, 602.78'; thence on a curve tangent to last described line and concave to the N.W., radius 432.62', central angle 90°, a distance of 679.56' to a point hereinafter referred to as Point A; thence tangent to said curve due West, 168.55' to a point hereinafter referred to as Point B (said Point B is the intersection of an extension N'ly. of the face of the W'ly. wall of Hangar No. 1, with an extension W'ly. of the face of the most N'ly. wall of said Hangar No. 1);

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thence S. $74^{\circ} 41' 50''$ W., 888.41'; thence due West, 1488.14'; thence N. $55^{\circ} 59' 39''$ W., 400.53' to a point on the S. line of the land now under lease to the Kaiser-Frazer Corporation; thence along the boundary of said leasehold, as same is marked on the ground by points set on a recent survey by said corporation, S. $89^{\circ} 55' 54''$ E., 308.29', and N. $73^{\circ} 53' 36''$ E., 239.20', and due East, 1652.28', and N. $0^{\circ} 08' 45''$ E., 127.05', and due East, 648.73', and N. $0^{\circ} 38' 45''$ E., 16.44', and due East, 324.92', and due North, 67.85', and due East, 47.12', and thence on a curve concave to the N.W., (the chord of said curve bears N. $23^{\circ} 32' 07''$ E., 11.59'), radius 401.82', central angle $1^{\circ} 39' 11''$, a distance of 11.59'; and due North, 26.97', and due West, 51.75', and due North, 847.82', and N. $20^{\circ} 35' 45''$ W., 546.30', and N. $0^{\circ} 02' 10''$ E., 1317.98' to the point of beginning, containing 21.593 acres more or less.

(b) a right of ingress and egress to and from all property, whatsoever its nature, located on the above described premises which has not been conveyed in this instrument for the purpose of removal thereof within a reasonable time; (c) all right, title and interest in and to any chapel buildings and their contents located on the above described premises, together with the right of removal thereof within a reasonable period of time; (d) all right, title and interest in and to the buildings, structures, and improvements listed in Exhibit "C", a copy of which is attached hereto, and more particularly delineated in red on a map entitled "Army Air Base - Willow Run Airport - Ypsilanti, Michigan, Office of Post Engineer, Revised Building Layout," drawing No. 76, dated January 27, 1945, and all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, together with the right of removal thereof from the above described premises at any time prior to ninety (90) days after the day and year first above written.

And party of the first part further reserves for the benefit of Packard Motor Car Company certain rights as outlined in a lease between the said Packard Motor Car Company and Defense Plant Corporation, dated November 24, 1944 (Plancor 2294), to use

for flight test purposes the landing field located within the area hereby conveyed.

The property hereby conveyed was duly declared surplus and was assigned to the War Assets Administrator for disposal, pursuant to the provisions of the above mentioned Act and applicable rules, regulations and orders.

And by the acceptance of this deed, the party of the second part, for itself, its successors, and assigns, assumes the obligations of and agrees to the following reservations and restrictions set forth in paragraphs A(1) and (2), B(1) and (2), and C (1), (2), (3) and (4) hereof, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2, of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689, and applicable rules, regulations and orders:

A. (1) That insofar as is within its powers and reasonably possible, the party of the second part shall prevent any use of land either within or outside the boundaries of the airport conveyed hereby, including the construction, erection, alteration, or growth of any structure or other object thereon, which use would be a hazard to the landing, taking off, or maneuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, as amended, shall be used, altered, modified, or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities.

B. (1) That the United States of America (hereinafter sometimes referred to as the "Government") shall at all times have the right to use the landing area of the airport in common with

others; Provided, however, That such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the airport. Government use of the airport to this extent shall be without charge of any nature other than payment for damage caused by Government aircraft.

(2) That during the existence of any emergency declared by the President or the Congress of the United States, the Government shall have the right without charge except as indicated below, to the full unrestricted possession, control, and use of the landing area, building areas, and airport facilities, as such terms are defined in WAA Regulation 16, as amended, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of the airport property as surplus; Provided, however, That the Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities, and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid.

C. (1) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined in WAA Regulation 16, as amended, included in the above described real estate shall be granted or exercised.

(2) That the above described airport property may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such transferee assume all

the obligations imposed herein.

(3) That the party of the second part shall agree to make no major structural alterations to the hangars located on Parcels I and III hereof or to the airfield located on the property conveyed hereunder which would render these facilities unsuitable for their intended use. "Major structural alterations" as used herein shall mean any alteration which would prevent restoration of the hangars and airfield to substantially their present structural pattern within thirty (30) days, or any alterations which would affect the basic structures, such as steel frame work, horizontal and vertical clearances or assembly areas.

(4) That the party of the second part shall lawfully make available adequate space and facilities at the airport for the various Civil Aeronautics Administration services necessary for proper and safe airport operations.

And by the acceptance of this deed, the party of the second part, for itself, its successors and assigns, takes the above described premises subject to the following reservations, restrictions and conditions, which shall be operative as conditions subsequent only and which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689, and applicable rules, regulations and orders:

(1) That the airport shall be used for public airport purposes on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of presently existing buildings, structures

and improvements conveyed hereby or any portion thereof for manufacturing or industrial purposes, except such activities as may be incident to the performance of aeronautical research, development, or experimental contracts to which the War and/or Navy Departments of the United States of America are parties, and except in connection with the servicing, repair, testing or modification of aircraft or experimental aircraft work. Nothing herein shall be deemed to exclude the use of the airport for any research and educational activities conducted by the party of the second part itself, provided that such research and educational use shall in no way interfere with the maintenance and operation of said premises as a public airport as defined herein.

(ii) That the entire landing area, as defined in WAA Regulation 16, as amended, and all improvements, facilities and equipment of the airport property shall be maintained at all times in good and serviceable condition to assure its efficient operation except, however, that buildings, structures and improvements numbered 3, 5, 6, 7, 9, 14, 14A, 23, 41, 42, 43, 46, 47, 48, 153, 154, 157, 250, 251, 252, 253, 254, 454, 514 and 554, shall be subject to the provisions of this sub-section (ii) only for a period of ten (10) years from the date upon which this instrument is executed and delivered, and that replacement of such buildings at any time in a manner satisfactory to party of the first part shall be acceptable in lieu of maintenance within the meaning of this sub-section (ii).

It is agreed by and between the party of the first part and the party of the second part as follows:

That upon a breach of any of the reservations, restrictions or conditions by the immediate or any subsequent transferee, whether caused by the legal inability of said immediate or

subsequent transferee to perform any of the obligations herein set out or otherwise, the title, right or possession, and all other rights transferred to party of the second part shall at the option of the party of the first part revert to the party of the first part upon demand, provided, however, that party of the first part shall not exercise the aforesaid option until it shall have given the party of the second part ninety (90) days' advance notice in writing of its intent to exercise said option, which notice shall specify each particular breach by virtue of which such option is to be exercised and unless each particular breach in question shall not have been remedied to the satisfaction of the party of the first part within ninety (90) days following the date upon which the party of the first part notifies party of the second part in writing of its intent to exercise said option.

If the construction of any of the foregoing reservations and restrictions in paragraphs A(1) and (2), B(1) and (2), and C(1), (2), (3) and (4) hereof as covenants or the application of the same covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its afore-described option to cause the title, interest, right of possession, or other right transferred to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

TO HAVE AND TO HOLD THE said premises, except the fissionable materials and rights excepted and reserved above, to the said party of the second part and to its successors and assigns

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subject to the above mentioned reservations, restrictions and conditions.

IN WITNESS WHEREOF, the United States of America and Reconstruction Finance Corporation caused these presents to be executed in their name by JOHN A. DODDS, Deputy Regional Director, Office of Real Property Disposal, as of the day and year first above written.

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UNITED STATES OF AMERICA and RECONSTRUCTION FINANCE CORPORATION by and through WAR ASSETS ADMINISTRATOR

By John A. Dodds
John A. Dodds
Deputy Regional Director
Office of Real Property Disposal
WAR ASSETS ADMINISTRATION

In presence of:

H. B. Rottiers
H. B. Rottiers

Kalliope Mihalakis
Kalliope Mihalakis

H. B. Rottiers
O.K. AS TO FORM & SUBSTANCE
CLERK OF THE COURT
WAR ASSETS ADMINISTRATION

STATE OF MICHIGAN:
: SS
COUNTY OF WAYNE :

On this 15th day of January, 1947, before me appeared JOHN A. DODDS, to me personally known, who, being by me duly sworn, did say that he is the Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and that such instrument was signed in behalf of the United States of America and Reconstruction Finance Corporation by authority of law, and said JOHN A. DODDS acknowledged said instrument to be the free act and deed of the United States of America, Reconstruction Finance Corporation, War Assets Administration and War Assets Administrator.

Kalliope Mihalakis
Kalliope Mihalakis
Notary Public, Wayne County, Michigan
My Commission Expires: April 14, 1950

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SCHEDULE "C"Buildings, Structures and Improvements Not to be Transferred
to the University of Michigan

Flag Pole - 1 ✓
 Headquarters - 2 ✓
 Post Office & Finance - 4 ✓
 Recreation & Chapel - 8 ✓
 Pump House - 9-A
 Hose Rack - 9-B
 Guard House - 10
 Officer's Club - 11
 Gate House - 12 & 13
 Gas Station - 15
 Motor Repair Shop - 16
 Wash Rack - 17
 Oil Storage - 18
 Grease & Inspection Rack - 19
 Dispatchers House - 20
 Warehouse Qm. - 21
 Engine Test Cell - 22
 Post Qm. Office - 24
 Lavatory - 25
 Equipment Shed - 26
 Automatic Control House - 27
 High House - 27-A
 Low House - 27-B
 Ordnance Work Shop - 28
 Ordnance Whse. & Office - 29
 Lube Oil Storage Bdg. - 30
 A. C. Warehouse - 31, 33 & 34
 Carpenter & Paint Shop - 35
 Utility Shop - 36
 Administration Bldg. - 37
 Equipment Shed - 38
 Storehouse - 39
 Lavatory - 40
 Tool House - 41-A
 Engine Cleaning Bldg. - 44
 Reclamation Shed - 45
 Administration Bldg. - 49
 Barracks, E.M. - 104 to 106, incl.
 Recreation Bldg. - 107
 Barracks, E. M. - 108 to 110, incl.
 Supply Room - 111
 Administration SQ - 112
 Administration & Supply - 128
 Recreation Bldg. - 129
 Barracks E.M. - 130 to 132, Incl.
 Lavatory E.M. - 145, 146, 147 & 148
 Fire Station - 151
 Mess, PX Civilian - 152
 Operations Bldg. SQ - 156
 Infirmary - 201
 Officers Quarters - 202 to 204, incl.
 Infirmary & Dental Lab. - 221
 Officers Quarters - 205 to 212, incl.
 Officers Quarters - 222 to 224, incl.

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Recreation Bldg. - 226
 Barracks, E.M. - 228 to 232, incl.
 Lavatory Officers - 241 to 247, incl.
 Operations Bldg. GP - 255
 Operations Bldg. Sq. - 256
 Barracks E.M. - 301 to 303, incl.
 Recreation Bldg. - 304
 Barracks E.M. - 309 to 311, Incl.
 Administration Sq. 312
 Barracks E.M. - 321 to 323, incl.
 Recreation Bldg. - 324
 Barracks E.M. - 329 to 331, incl.
 Administration Sq. - 332
 Supply Room - 342, 348 & 349
 Lavatory - 343 to 347, incl.
 Supply Room - 341
 Operation Bldg. Base - 350
 Administration GP - 351
 Crash Truck Station - 360
 Bombsight Storage - 361
 Boiler House - 361-A
 Barracks, E.M. - 403 to 406, incl.
 Recreation Bldg. - 407
 Barracks E.M. - 408 to 411, incl.
 Administration Sq. - 412
 Barracks E.M. - 423 to 426, incl.
 Recreation Bldg. - 427
 Barracks E.M. - 428 to 431, incl.
 Administration Sq. - 432
 Supply Room - 450 & 451
 Lavatory - 442, 443, 446, 448 & 449
 Operations Bldg. Sq. - 456
 Latrine - 546
 Control House - 547
 Target Butt - 547-A
 Operations Bldg. Sq. - 556
 Pyrotechnic Storage Mag. - 03
 S. A. Ammunition Storage - 04
 Segregated Mag. - 05
 Igloo Magazine - 06 & 07
 Packard Co. Hangar & Office - 544

Placer 161
Ford Motor Company
(Water & Sewage Plant)
Contract No. WS-5(a)-924

DEC 14 1949

11:20
A.M.

REGISTER OF DEEDS
WASHTENAW COUNTY

Allan A. Seymour

REGISTER

D398123

QUITCLAIM DEED

THIS INDENTURE, made this 30th day of NOVEMBER 1949,

between the RECONSTRUCTION FINANCE CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the United States of America, which corporation has succeeded pursuant to the provisions of Public Law 109, 79th Congress, approved on June 30, 1945, to all the rights and assets of Defense Plant Corporation and the UNITED STATES OF AMERICA, both acting by and through the General Services Administrator under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 and the Surplus Property Act of 1944 (58 Stat. 765), as amended thereby and regulations and orders promulgated thereunder (hereinafter referred to as the "Grantor") and the Township of Ypsilanti, a political sub-division organized and existing under and by virtue of the laws of the State of Michigan and having its principal place of business at the Town Hall, Ypsilanti, Michigan (hereinafter referred to as "Grantee").

WITNESSETH:

That the Grantor for and in consideration of the sum of FORTY-SEVEN THOUSAND DOLLARS (\$47,000.00), the receipt of which is hereby acknowledged, and in consideration of the assumption by the Grantee of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, does by these presents remise, release and forever quitclaim unto the Grantee, its successors, grantees or assigns, under and subject to the reservations, restrictions and conditions hereinafter set out, all its right, title and interest in the following

described property situate in the Counties of Wayne and Washtenaw, State of Michigan, to-wit:

RECORDED DEC 6 1949 AT 3:05 P.M.
BERNARD J. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY 26. MICHIGAN

PARCEL 1:

A tract of land lying in Sec. 24, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, and described more particularly as follows:

Commencing at a point on the Easterly line of Bridge Road, so-called, of 66.00' width, said point being N. 86° 51' 50" E., 1255.88', S. 00° 20' 50" W., 1339.96', S. 00° 19' 00" W., 2129.23' and S. 89° 41' 00" E., 33.00' from the N. W. corner of said Sec. 24, and running thence S. 89° 41' 00" E., 567.00'; thence S. 00° 19' 00" W., 369.76'; thence S. 75° 14' 20" W., 418.80'; thence N. 89° 41' 00" W., 171.68' to the Easterly line of Bridge Road, of 46.00' width; thence

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N. $00^{\circ} 19' 00''$ E., 447.75' along the said line of Bridge Road, of 46.00' width; thence S. $89^{\circ} 41' 00''$ E., 10.00' to the said Easterly line of Bridge Road, of 66.00' width; thence N. $00^{\circ} 19' 00''$ E., 27.25' to the point of commencement, containing 5.796 acres, more or less, said parcel having been acquired by Quitclaim Deed to the Defense Plant Corporation executed on behalf of the Ford Motor Company under date of February 24, 1944, and of record in the Office of the Register of Deeds for Washtenaw County, Michigan, under date of March 25, 1944, at Liber No. 378 of Deeds, Page 142. This parcel is conveyed subject to an easement and right-of-way on the part of the Ford Motor Company for ingress and egress to the lands of the said Ford Motor Company lying to the South and East of this parcel.

PARCEL II:

A tract of land consisting of that part of the S. $1/2$ of Section 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, which is described as follows:

Beginning at a point on the South line of Sec. 12, distant S. $87^{\circ} 46' 05''$ W., 650.00' from the S. E. corner of Sec. 12, thence along the South line of Sec. 12, S. $87^{\circ} 46' 05''$ W., 867.10'; thence N. $02^{\circ} 13' 55''$ W., 258.89'; thence N. $72^{\circ} 21' 05''$ W., 297.91'; thence N. $48^{\circ} 04' 53''$ W., 618.94'; thence due North, 200.51'; thence N. $50^{\circ} 15' 20''$ W., 148.02' to a concrete monument; thence due North 180.82' to a point on the boundary of land owned by the University of Michigan; thence along the boundary of said University of Michigan property, due East, 322.83', and S. $56^{\circ} 33' 55''$ E., 1838.63', and continuing on a curve tangent to last described line and concave to the N. E. radius 3306.75', central angle $8^{\circ} 03'$, a distance of 464.60', and continuing on a line tangent to last described curve, S. $54^{\circ} 36' 55''$ E., 587.00' and continuing on a curve tangent to last described line and concave to the West, radius 260.81', central angle $146^{\circ} 28' 12''$, a distance of 666.73', and continuing S. $02^{\circ} 13' 55''$ E., 43.63' to the point of beginning, containing 44.6700 acres, said parcel being a part of a tract of land acquired by Quitclaim Deed to the Defense Plant Corporation executed on behalf of the Ford Motor Company under date of March 30, 1942, and of record in the Office of the Register of Deeds for Washtenaw County, Michigan, under date of June 1, 1942, at Liber No. 360 of Deeds, Page 466.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and subject to all easements of record, if any, and

TOGETHER WITH the following described easements and rights-of-way for the construction, placement and maintenance of certain necessary operating adjuncts of that property known as the water treatment and sewage disposal system of Plancor 151, Ford Motor Company, Ipsilanti, Michigan, including any and all Grantor-owned piping, tiling, electric conduit lines or other necessary equipment or operating adjuncts situate in, on, or above the site of said easements and rights-of-way, which are hereinafter more

particularly described as easements one (1) through thirty-one (31), in-

clusive:

Easement 1: To enter upon a strip of land 15.00 feet in width located in the North 1/2 of Section 18, Township 3, South, Range 8 East, Van Buren Township, Wayne County, Michigan, lying 5.00 feet on the North side and 10.00 feet on the South side of a line commencing at a point which is N. 89° 11' 50" West, 328.94 feet, and South 01° 22' 05" West, 1508.9 feet from the North 1/4 corner of Sec. 18, and running thence due West 2336.36 feet, and North 00° 57' 10" East, 31.3 feet, and construct, operate, maintain, repair, rebuild, patrol and remove one six-inch Cast Iron Pressure Sewer Line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described sewer line.

Easement 2: To enter upon a strip of land 15.00 feet in width located in the N. W. 1/4 of Sec. 18 and the S. W. 1/4 of Sec. 7, Township 3 South, Range 8 East, Van Buren Twp., Wayne Co., Michigan, along an existing sewer located in the abandoned right-of-way of the Rawsonville Road, the center line of said strip commencing at the N. 1/4 corner of Sec. 18, and proceeding thence N. 89° 11' 50" West, 328.94 feet, and South 01° 22' 05" West, 1508.9 feet, and due West 2336.36 feet, and North 00° 57' 10" East, 31.3 feet to the point of beginning of the line herein described; thence Northwesterly and Northerly along the center line of an existing sewer, to the point of ending which is distant N. 40° 46' 10" E., 31.00 feet from the S. E. corner of Sec. 12, Township 3 S., R. 7 E., Ipsilanti Twp., Washtenaw Co., Michigan, last mentioned point being distant N. 00° 20' 10" W., 3.27 feet from the N. W. corner of Sec. 18 hereinbefore mentioned, and construct, operate, maintain, repair, rebuild, patrol and remove one six inch Cast Iron Pressure Sewer Line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, building, patrol or removal of the above-described sewer line.

Easement 3: To enter upon a strip of land 10.00 feet in width located in the Southeast 1/4 of Sec. 12, T. 3 South, Range 7 East, Ipsilanti Twp., Washtenaw Co., Michigan, and in the S. W. 1/4 of Sec. 7, Twp. 3 S., R. 8 E., Van Buren Twp., Wayne Co., Michigan, lying 5 feet on each side of a line commencing at the S. E. corner of Sec. 12, and proceeding thence North 40° 46' 10" E., 31.00 feet for the point of beginning; thence N. 51° 31' 56" W., 616.20 feet to the point of ending, said point being 406.80 feet North of and 462.22 feet West of the S. E. corner of Sec. 12; and further commencing at a point which is distant due North 533.80 feet, and due West 622.06 feet from the S. E. corner of Sec. 12; thence N. 51° 31' 56" West, 43.96 feet, and N. 65° 00' 25" West, 680.70 feet to the point of ending, which point is 843.76 feet due North of and 1273.44 feet due West of the S. E. corner of Sec. 12, and construct, operate, maintain and repair, rebuild, patrol and remove one six-inch Cast Iron Pressure Sewer Line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation maintenance, repair, rebuilding, patrol or removal of the above-described sewer line.

Easement 4: To enter upon a strip of land 80 feet wide located in the N. 1/2 of Section 7 and the North half of the N. W. 1/4 of Sec. 8 and the N. 1/2 of the Northeast 1/4 of Sec. 8, all in Township 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, the center line of which commences at the N. W. corner of Sec. 7, and proceeds thence N. 87° 33' 50" E., 29.58 feet, S. 43° 55' 50" E., 16.02 feet to the point of beginning of the line to be described; thence in a Southeasterly and Easterly direction to the point of termination on the East line of the N. 1/2 of the N. E. 1/4 of Sec. 8, and construct, operate, maintain, repair, rebuild, patrol and remove a cast iron water line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above described water line.

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Easement 5i

To enter upon a strip of land 20.00 feet wide located in the S. 1/2 of Section 12, Twp. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, the center line of which begins at a point on the Northeastly line of the "Plant Site", said point being distant due North 1063.92 feet and due West 1620.47 feet from the S. E. corner of Sec. 12, and proceeds thence due North 11.89 feet, and N. 46° 32' 40" W., 1220.14 feet, and due North 153.76 feet, and due West 38.97 feet, and due North 150.43 feet to a point on the South line of the "Westerly Tank Site", distant due East 58.79 feet from the S. W. corner of said Site, and distant due North 2219.20 feet, and due West 2545.15 feet from the S. E. corner of Sec. 12, and construct, operate, maintain, repair, rebuild, patrol and remove one cast iron water line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above described water line.

Easement 6i

To enter upon a strip of land 20.00 feet wide, located in the S. 1/2 of Section 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, the center line of which begins at a point on the Northeastly line of the "Plant Site", distant due North 1085.35 feet, and due West 1652.94 feet from the S. E. corner of Sec. 12, and runs thence due North 35.01 feet, and continues thence, N. 46° 32' 40" W., 1548.12 feet to the North line of the property of the University of Michigan, which line is also the South line of the Kaiser-Frazer Leasehold, the point of ending being distant due North 2185.15 feet, and due West 2776.73 feet from the S. E. corner of Sec. 12, and construct, operate, maintain, repair, rebuild, patrol and remove one Acid Line and one Cyanide Line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described Acid Line and Cyanide Line.

Easement 7i

To enter upon a strip of land 20.00 feet wide located in the S. E. 1/4 of Section 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, the center line of which begins at a point on the Northeastly line of the "Plant Site", said point being distant, due North 1070.52 feet, and due West 1630.47 feet from the S. E. corner of Section 12; and runs thence due North 1148.68 feet to the North line of the property of the University of Michigan, which line is the South line of the Kaiser-Frazer Leasehold, the point of ending being distant, due North 2219.20 feet and due West 1630.47 feet from the S. E. corner of Sec. 12; and construct, operate, maintain, repair, rebuild, patrol and remove one Sanitary Sewer Line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described Sanitary Sewer.

Easement 8i

To enter upon a strip of land 20.00 feet wide located in the S. W. 1/4 of Section 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, the center line of which begins at a point on the South line of the property of the University of Michigan, distant due North 2130.08 feet and due West 1252.83 feet from the S. 1/4 corner of Sec. 12; and proceeds thence N. 0° 20' 10" E., 33.12 feet, and due East 1232.84 feet, and due North 153.77 feet to a point on the South line of the "Westerly Tank Site", which point is distant, due East 58.79 feet from the S. W. corner of said Site, and distant due North 2316.97 feet, and due West 29.79 feet from the S. 1/4 corner of Sec. 12 and construct, operate, maintain, repair, rebuild, patrol and remove one twenty-four inch Water Line and extensions therefrom, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described Water Line.

Easement 9i

To enter upon a strip of land 20.00 feet wide located in the S. 1/2 of Section 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, the center line of which begins at a point on the Northerly boundary of the "Plant Site", said point being distant, due North 1438.27 feet, and due West 2187.47 feet from the S. E. corner of Sec. 12; and proceeds thence due North 630.50 feet, and due West 357.63 feet, and due North 150.43 feet to a point on the South boundary of the "Westerly Tank Site", said point being distant, due East 58.79 feet from the S. W. corner of said Site, and being distant, due North 2219.20 feet, and due West 2545.15 feet from the S. E. corner of Sec. 12 and construct, operate, maintain, repair, rebuild, patrol and remove a twenty-four inch Cast Iron Water Line and extensions therefrom, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described Water Line.

Easement 10i

To enter upon a strip of land 40.00 feet wide located in the S. 1/2 of Sec. 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw Co., Michigan, the center line of which begins at a point in the Northerly line of the "Plant Site", said point being 489.59 feet North of and 537.81 feet West of the S. E. corner of Sec. 12, and runs thence due North 333.48 feet to the North side of a Valve Pit and construct, operate, maintain and repair, rebuild, patrol and remove one Cast Iron Water Line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described Water Line.

Easement 11i

To enter upon a strip of land 20.00 feet in width being that part of Sections 8 and 17, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, lying 10.00 feet on either side of a line commencing at the N. W. corner of Sec. 17, and proceeding thence along the West line of said Section, S. 01° 16' 50" W., 1478.14 feet, and due East 1701.69 feet, and N. 46° 38' E., 41.12 feet to the Easterly end of the above mentioned easement, which point is also the point of beginning of the line herein described; thence along an existing sanitary sewer line in a Northeasterly and Northerly direction to the point of termination at a pumping station, said point being 971.16 feet North of and 2013.72 feet West of the S. E. corner of Sec. 8 and construct, operate, maintain and repair, rebuild, patrol and remove one Cast Iron Sanitary Sewer Line, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described sewer line.

Easement 12i

To enter upon a strip of land 40.00 feet wide being that part of the S. E. 1/4 of Sec. 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw Co., Michigan, the center line of which begins at a point on the Northerly line of the "Plant Site", said point being 528.27 feet North of and 610.98 feet West of the S. E. corner of Sec. 12, and runs thence due North 470.40 feet to the point of termination, which point is 998.67 feet North of and 610.98 feet West of the S. E. corner of Sec. 12; also a parcel of land described as follows: Beginning at the point of termination of the line hereinabove described, said point being 998.67 feet North of and 610.98 feet West of the S. E. corner of Sec. 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, and running thence due West 33.61 feet, and due North 91.70 feet, and due East 83.19 feet, and due South 91.70 feet, and due West 49.53 feet to the point of beginning, and construct, operate, maintain and repair, rebuild, patrol and remove an Electric Transformer Station and Electric Cable Lines running therefrom, including all appurtenances and privileges thereunto belonging, together with the right to remove any obstruction to the construction, operation, maintenance, repair, rebuilding, patrol or removal of the above-described Electric Transformer Station.

All of the easements specifically set out above were acquired by Quitclaim Deed executed under date of March 29, 1949, on behalf of the Trustees of the University of Michigan and all rights granted therein for the removal of any obstruction to the construction, operation, maintenance, repair, patrol or removal of sewer lines, water lines and electric conduit lines or otherwise are granted subject to the obligation of the party of the second part, its successors, grantees or assigns to restore at the sole cost of the party of the second part, its successors, grantees or assigns, the property and/or improvements removed or relocated to the original condition thereof, or if not to the original condition thereof to a condition satisfactory to the Regents of the University of Michigan, their successors, grantees or assigns, and any and all such rights and privileges shall be subject to the operation of the Willow Run Airfield for public airport purposes and shall be carried on only in conjunction with the Regents of the University of Michigan, their successors, grantees or assigns, at hours and times which will not interfere with the operation of the Willow Run Airfield as a public airport.

Easement 1/31

To enter upon a strip of land 12 feet in width located in the N. W. 1/4 of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, described as lying ten feet westerly of and two feet easterly of a line commencing at a point on the southerly line of Ecorse Road, of 100.00 foot width, said point being N. $0^{\circ} 33' 50''$ E., 800.76 feet, N. $66^{\circ} 41' 30''$ E., 721.39 feet and E. $74^{\circ} 00' 10''$ E., 658.81 feet from the W. 1/4 corner of said Section 12 and running thence S. $17^{\circ} 23' 55''$ E., 196.04 feet; thence S. $0^{\circ} 20' 50''$ W., 893.00 feet, said point being S. $0^{\circ} 20' 50''$ W., 10.00 feet from the point where said line angles into the plant site, and construct, place and maintain one 12 inch water line, as acquired by Grant of Easement to Defense Plant Corporation executed under date of May 12, 1942 on behalf of the Ford Motor Company.

Easement 1/4

To enter upon a strip of land 20.00 feet in width located in the W. 1/2 of Sections 24, 13 and 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, lying 10 feet on each side of a line described as commencing at a point bearing N. $86^{\circ} 51' 50''$ E., 1299.28 feet and S. $0^{\circ} 20' 50''$ W., 60.00 feet from the N. W. corner of said Section 24 and running thence S. $0^{\circ} 20' 50''$ W., 1279.96 feet; thence S. $0^{\circ} 19' 00''$ W., 2129.11 feet and also commencing at a point bearing N. $86^{\circ} 51' 50''$ E., 1299.28 feet and N. $0^{\circ} 20' 50''$ E., 60.00 feet from the S. W. corner of Section 13 and running thence N. $0^{\circ} 20' 50''$ E., 5260.76 feet to the northerly line of said Section 13 and also commencing at a point on the westerly line of Bridge Road, so-called, of 46.00 feet width, said point being N. $86^{\circ} 51' 50''$ E., 1255.88 feet, S. $0^{\circ} 20' 50''$ W., 1339.96 feet; S. $0^{\circ} 19' 00''$ W., 2447.11 feet and N. $89^{\circ} 41' 00''$ W., 23.00 feet from the E. W. corner of said Section 24 and running thence N. $89^{\circ} 41' 00''$ W., 74.5 feet and also commencing at a point bearing S. $0^{\circ} 18' 30''$ W., 280.58 feet and due East 1337.61 feet from the W. 1/4 corner of said Section 12 and running thence N. $0^{\circ} 20' 50''$ E., 450.00 feet; thence due East 20.00 feet to the Plant Site, and construct, place and maintain a water line, as acquired by Grant of Easement to the Defense Plant Corporation executed on behalf of the Ford Motor Company under date of May 12, 1942.

Easement 151

To enter upon a strip of land 10 feet wide, lying 5 feet on each side of a line described as commencing at the N. W. corner of Sec. 12, Ypsilanti Township, Washtenaw County, Michigan; thence S. $1^{\circ} 01' 15''$ E., 1893.12 feet, thence N. $88^{\circ} 53' 45''$ E., 121.24 feet, thence N. $62^{\circ} 24' 55''$ E., 546.46 feet, thence N. $68^{\circ} 10' 25''$ E., 700.85 feet, thence N. $25^{\circ} 27' 25''$ E., 44.6 feet for point of beginning; thence N. $69^{\circ} 33' 30''$ E., 182.00 feet, thence on a curve, with a radius of 2885.93 feet, to the left 421.02 feet, thence N. $61^{\circ} 04' 40''$ E., 1960.37 feet, thence on a curve, with a radius of 1541.88 feet to the right 699.56 feet, thence N. $87^{\circ} 33' 50''$ E., 909.96 feet to the East line of Section 12, and also upon a strip of land 10 feet wide, lying 5 feet on each side of a line described as commencing at a point on the W. line of Sec. 7, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, distant S. $1^{\circ} 25' 10''$ W., 21 feet from the N. W. corner of said Sec. 7 and proceeding thence N. $87^{\circ} 33' 50''$ E., 29.53 feet; thence S. $43^{\circ} 55' 50''$ E., 16.02 feet to a point on the south right-of-way line of Ecorse Road, and construct, place and maintain one twelve inch water main, as acquired by Grant of Easement to the United States of America executed on behalf of the State of Michigan (State Highway Department) under date of February 23, 1943 and of record in the Office of the Register of Deeds at Wayne County, Michigan at Liber 6525, Page 17, and in the Office of the Register of Deeds for Washtenaw County, Michigan at Liber 365, Page 536.

Easement 161

To enter upon a strip of land 15.00 feet in width located in the N. 1/2 of Sec. 18, T. 3 S., R. 8 E., Van Buren Twp., Wayne Co., Michigan, lying 5.00 feet on the North side and 10.00 feet on the South side of a line described as commencing at a point which is S. $01^{\circ} 16' 50''$ W., 1478.14 feet from the N. E. corner of Sec. 18, T. 3 S., R. 8 E., said course and distance being measured along the East Section line, and running thence due West 1324.06 feet, and upon a strip of land 15 feet in width located in the N. W. 1/4 of Sec. 17, T. 3 S., R. 8 E., Van Buren Twp., Wayne Co., Michigan, lying 5.00 feet on the North side and 10.00 feet on the South side of a line described as commencing at a point, which point is 1478.14 feet, S. $01^{\circ} 16' 50''$ W., measured along Section line from the N. W. corner of Sec. 17; and running from said point due East 1701.69 feet, and N. $46^{\circ} 38' 30''$ E., 41.12 feet, and construct, operate, maintain, use and remove one force sewer line, as acquired by Grant of Easement to the United States of America, executed on behalf of the Ford Motor Company under date of January 19, 1944 and of record in the Office of the Register of Deeds for Wayne County, Michigan at Liber 7192 of Records, Page 249 and by Grant of Easement to the United States of America, executed on behalf of the Quirk Farms Corporation under date of February 4, 1944, of record in the Office of the Register of Deeds for Wayne County, Michigan at Liber 7192 of Deeds, Page 252.

Easement 171

To enter upon a strip of land 10 feet in width located in Section 24, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, lying between that area conveyed hereinabove as Parcel I and the left or northerly bank of the Huron River and construct, place and maintain drains, overflows and relief lines in, under and across the said tract of land in, under and upon areas 10 feet in width described as lying 5 feet on each side of lines bearing S. $0^{\circ} 19' 0''$ W., from the aforesaid Parcel I at distances of 138.33 feet, 178.00 feet, 423.00 feet and 542.00 feet from the center line of Bridge Road and being parallel thereto, as acquired by Quitclaim Deed to the Defense Plant Corporation, executed on behalf of the Ford Motor Company under date of February 24, 1944 and of record in the Office of the Register of Deeds for Washtenaw County, Michigan under date of March 25, 1944 at Liber 378 of Deeds, Page 142.

Easement 18: To enter upon the following described tract, an old borrow pit and deposit sludge, said tract being more particularly described as follows:

Commencing at the N. W. corner of Sec. 24, T. 3 S., R. 7 E., and proceeding thence N. $86^{\circ} 51' 50''$ E., 1255.88 feet; and S. $0^{\circ} 20' 50''$ W., 1339.96 feet, and S. $0^{\circ} 19' 00''$ W., 2129.23 feet (last mentioned course being along the center line of Bridge Road), and S. $89^{\circ} 41' 0''$ E., 350.00 feet, to the point of beginning of the parcel herein described; thence N. $0^{\circ} 19' 00''$ E., 525.00 feet, and S. $89^{\circ} 41' 00''$ E., 310.00 feet, and S. $0^{\circ} 19' 0''$ W., 218.00 feet, and S. $25^{\circ} 59' 45''$ E., 203.04 feet, and S. $0^{\circ} 19' 00''$ W., 125.00 feet, and N. $89^{\circ} 41' 00''$ W., 400.00 feet to the point of beginning, reserving, however, on the part of the Ford Motor Company the right of ingress and egress over and across the within described tract to the lands of the Ford Motor Company lying to the South and East of the within described tract and that area conveyed hereinabove as Parcel I, as acquired by Quitclaim Deed to the Defense Plant Corporation, executed on behalf of the Ford Motor Company under date of February 24, 1944 and of record in the Office of the Register of Deeds of Washtenaw County, Michigan under date of March 25, 1944 in Liber 378 of Deeds, Page 142.

Easement 19:

To enter upon a strip of land 10 feet in width in Sec. 24, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, lying 5 feet on each side of a line described as commencing at a point bearing N. $86^{\circ} 51' 50''$ E., 1255.88 feet, S. $0^{\circ} 20' 50''$ W., 1339.96 feet, S. $0^{\circ} 19' 0''$ W., 1804.11 feet; and S. $89^{\circ} 41' 0''$ E., 660.00 feet from the N. W. corner of said Sec. 24, and running thence S. $89^{\circ} 41' 0''$ E., approximately 85 feet to the Huron River, and construct, place and maintain an overflow line in, under and across the said area, as acquired by Quitclaim Deed to the Defense Plant Corporation, executed on behalf of the Ford Motor Company under date of February 24, 1944 and of record in the Office of the Register of Deeds of Washtenaw County, Michigan under date of March 25, 1944 in Liber 378 of Deeds, Page 142.

Easement 20:

To enter upon a strip of land 20 feet in width located in Sec. 24, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, lying 10 feet on each side of a line described as commencing at a point bearing N. $86^{\circ} 51' 50''$ E., 1255.88 feet and S. $0^{\circ} 20' 50''$ W., 1339.96 feet; and S. $0^{\circ} 19' 00''$ W., 2039.23 feet, and S. $89^{\circ} 41' 00''$ E., 166.25 feet from the northwest corner of said Section 24, and running thence N. $0^{\circ} 19' 00''$ E., 28.9 feet, thence N. $40^{\circ} 39' 30''$ E., 282.72 feet to a point on the Westerly line of the area subject to an Easement for a sludge disposal area described in Easement No. 18 above, and to enter upon a strip of land 20 feet in width located in Sec. 24, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, described as lying 10 feet on each side of a line described as commencing at a point on the Northerly line of the sludge disposal area described in Easement No. 18 above, said point being North $0^{\circ} 19' 0''$ E., 28.9 feet, and N. $40^{\circ} 39' 30''$ E., 533.82 feet from the point of commencement as indicated at the beginning of this subparagraph and running thence N. $40^{\circ} 39' 30''$ E., 1759.99 feet, thence N. $0^{\circ} 14' 0''$ W., 136.84 feet to the point on the Southerly line of Ford Dam Road, of 66.00 feet width, and to construct, maintain and operate a water main, as acquired by Grant of Easement to the Defense Plant Corporation, executed on behalf of the Ford Motor Company under date of March 10, 1944 and of record in the Office of the Register of Deeds for Washtenaw County, Michigan under date of August 6, 1946 in Liber 428 of Records, Page 491, as extended by Grant of Easement to the Reconstruction Finance Corporation, executed on behalf of the Ford Motor Company under date of January 16, 1945.

Easement 21:

To enter upon the following described tract of land located in Sec. 24, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, and construct, maintain and operate a water main, said tract being described more particularly as follows:

A tract of land commencing at a point on the Northerly boundary line of Parcel 1 conveyed hereinabove, said point being N. 86° 51' 50" E., 1255.88 feet, and S. 0° 20' 50" W., 1339.96 feet, and S. 0° 19' 00" W., 2129.23 feet, and S. 89° 41' 00" E., 55.00 feet from the N. W. corner of said Sec. 24; and running thence S. 89° 41' 00" E., 295.00 feet, thence N. 0° 19' 00" E., 90.00 feet; thence N. 89° 41' 00" W., 295.00 feet; thence S. 0° 19' 00" W., 90.00 feet to the point of commencement, as acquired by Grant of Easement to the Defense Plant Corporation, executed on behalf of the Ford Motor Company under date of March 10, 1944 and of record in the Office of the Register of Deeds for Washtenaw County, Michigan under date of August 6, 1946 in Liber 428 of Records, Page 491, as extended by Grant of Easement to the Reconstruction Finance Corporation, executed on behalf of the Ford Motor Company under date of January 16, 1948.

Easement 22:

To enter upon a strip of land in Sec. 24, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, located on the left or Northerly bank of the Huron River and lying 35 feet on each side of a center line commencing at a point on the Northerly or Northwesterly boundary of said strip of land, said Northerly or Northwesterly boundary being a straight line on a course bearing N. 75° 44' 20" E., and said point on said Northerly or Northwesterly boundary being N. 86° 51' 50" E., 1255.88 feet, and S. 0° 20' 50" W., 1339.96 feet, and S. 0° 19' 00" W., 2604.23 feet, and S. 89° 41' 00" E., 194.63 feet, and N. 75° 44' 20" E., 120.63 feet from the N. W. corner of said Sec. 24, and said center line running thence S. 14° 15' 40" E., 53.00 feet, more or less, to said left or Northerly bank of the Huron River, and construct, maintain and operate a pump house, pumping equipment and necessary piping, as acquired by Grant of Easement to the Defense Plant Corporation, executed on behalf of the Ford Motor Company under date of March 10, 1944 and of record under date of August 6, 1946 in the Office of the Register of Deeds for Washtenaw County, Michigan at Liber 428 of Records, Page 491.

Easement 23:

To enter upon that portion of the Northeast Quarter of Sec. 13, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan hereinafter described and construct, maintain, operate and remove a spillway, said tract being more particularly described as follows:

Beginning at a point on the Northerly line of said Sec. 13, at its intersection with the West face of the West wall of the said spillway, said point being S. 87° 46' 10" W., 825.91 feet from the N. E. corner of said Sec. 13, and running thence N. 87° 46' 10" E., 49.00 feet; thence S. 2° 13' 50" E., 114.00 feet; thence S. 87° 46' 10" W., 59.75 feet; thence N. 2° 13' 50" W., 114.00 feet; thence N. 87° 46' 10" E., 10.75 feet along said Northerly line of Sec. 13 to the place of beginning, as acquired by Grant of Easement to the Defense Plant Corporation, executed on behalf of The Quirk Farms Corporation under date of July 12, 1944.

Easement 24:

To enter upon a strip of land 10 feet wide located in the Northeast 1/4 of Sec. 13, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, described as lying 5 feet on each side of a center line commencing at a point on the North line of said Sec. 13, said point being N. 87° 46' 10" E., 1203.89 feet from the N. 1/4 corner of said Sec. 13, and running thence S. 0° 17' 23" W., 2021.13 feet; thence S. 77° 56' 13" E., 316.36 feet to the site of a sludge disposal bed and construct and maintain a 6 inch sludge line, as acquired by Grant of Easement to the Defense Plant Corporation, executed on behalf of The Quirk Farms Corporation under date of July 12, 1944.

Easement 25: To enter upon a tract of land located in the Northeast 1/4 of Sec. 13, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan as hereinafter described and construct, maintain and operate a cyanide and sludge disposal bed, with a dam consisting of earth embankments and concrete weir chamber and appurtenances thereto, presently located thereon, said tract being more particularly described as follows:

Commencing at a point which is S. 84° 39' 10" W., 117.69 feet, and N. 55° 59' 30" W., 526.90 feet from the W. 1/4 corner of Sec. 18, T. 3 S., R. 8 E., and running thence S. 4° 34' 40" W., 424.57 feet; thence S. 22° 53' 55" E., 88.85 feet; thence S. 65° 06' 25" W., 148.14 feet; thence N. 45° 34' 55" W., 128.76 feet; thence N. 4° 11' 50" W., 500.53 feet; thence N. 70° 35' 50" W., 233.52 feet; thence N. 2° 33' 03" E., 129.33 feet; thence S. 80° 33' 05" E., 391.04 feet; thence S. 28° 56' 45" E., 187.91 feet to the point of commencement; containing 4.370 acres, more or less, there being reserved from the above Easement on behalf of The Quirk Farms Corporation the right to drain adjoining land or lands into the within described tract at a point below the dam constructed therein, said Easement rights having been acquired by Grant of Easement to the Defense Plant Corporation, executed on behalf of The Quirk Farms Corporation under date of July 12, 1944.

Easement 26: To enter upon a strip of land 20 feet wide located in Sec. 24, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan, described as lying 10 feet on each side of a line commencing at a point bearing N. 86° 51' 50" E., 1255.88 feet, S. 0° 20' 50" W., 1339.96 feet, S. 0° 19' 00" W., 1795.33 feet, and S. 89° 41' 00" E., 350.00 feet from the N. W. corner of said Sec. 24, running thence N. 40° 39' 30" E., 251.1 feet to a point on the Northernly line of the sludge disposal area described in Easement No. 18 above, and construct, place and maintain one 24 inch water main, as acquired by an unrecorded Grant of Easement to the Reconstruction Finance Corporation, executed on behalf of the Ford Motor Company under date of January 16, 1948.

Easement 27: Together with an Easement to enter upon the following described lands owned by the Grantor and use, operate and maintain the elevated water storage tanks presently located thereon, with appurtenances thereto, including ownership of the said elevated water storage tanks and appurtenances thereto, said lands being located in the S. 1/2 of Section 12, T. 3 S., R. 7 E., Ipsilanti Township, Washtenaw County, Michigan and more particularly described as follows:

a. Beginning at a point on the boundary of lands conveyed to the University of Michigan by Quitclaim Deed dated January 15, 1947 and of record in the Office of the Register of Deeds for Wayne County, Michigan under date of February 13, 1947 at Liber 8465 of Deeds, Page 438 and in the Office of the Register of Deeds for Washtenaw County, Michigan under date of February 24, 1947 at Liber 446 of Records, Page 232-254, said point being distant, due West 2508.70 feet from a point on the East line of Sec. 12, which point is distant S. 0° 02' 43" W., 342.18 feet from the E. 1/4 corner of Sec. 12; thence due West 97.00 feet; thence due North 180.75 feet; thence due East 97.00 feet; thence due South 180.75 feet to the point of beginning, containing 0.4025 acres.

b. Beginning at a point on the boundary of lands conveyed to the University of Michigan by Quitclaim Deed dated January 15, 1947 and of record in the Office of the Register of Deeds for Wayne County, Michigan under date of February 13, 1947 at Liber 8465 of Deeds, Page 438 and in the Office of the Register of Deeds for Washtenaw County, Michigan under date of February 24, 1947 at Liber 446 of Records, Page 232-254, said point being distant,

due West 2146.50 feet from a point on the East line of Sec. 12, which point is distant, S. $0^{\circ} 02' 43''$ W., 342.18 feet from the E. $1/4$ corner of Sec. 12; thence due West 129.40 feet; thence due North 183.10 feet; thence due East 129.40 feet; thence due South 183.10 feet to the point of beginning containing 0.5439 acres.

This Easement is granted subject to all rights and interest of the Kaiser-Fraser Corporation in and to the said towers, and lands underlying the same, if any. This Easement is further granted subject to reservation of the right on the part of the Grantor, its successors, lessees or assignees, and the Kaiser-Fraser Corporation, to install, maintain and replace signs, advertisements or other written or printed materials upon the two water towers constructed thereon.

TOGETHER WITH the following described easements in, over and upon premises owned by the Grantor herein, including ownership of any and all piping, mains, or lines constituting a part of the system conveyed hereby and located therein or therein, said Easements being more specifically described as follows:

Easement 28:

To enter upon a strip of land 20 feet wide located in the South $1/2$ of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, the center line of which is described as beginning at a point on the Southwesterly line of the so-called "Plant-Site", said point being distant, due North 955.05 feet, and due West 2331.96 feet from the S. E. corner of Sec. 12; and running thence due West 1474.18 feet to the East line of the so-called "Spare Parts Building Leasehold", the point of ending being due North 955.05 feet and due West 3806.14 feet from the S. E. corner of Sec. 12, and operate, maintain, use, repair and replace one sanitary sewer serving that structure known as the "Spare Parts Building", as presently constructed and situate upon the hereindescribed area.

Easement 29:

To enter upon a tract of land 20 feet wide located in the S. W. $1/4$ of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, the center line of which is described as beginning at a point on the South line of said Sec. 12, distant S. $87^{\circ} 30' 10''$ W., 1276.86 feet from the S. $1/4$ corner of Sec. 12, and proceeding thence N. $0^{\circ} 20' 10''$ E., 2185.75 feet to a point on the South line of lands conveyed to the University of Michigan by Quitclaim Deed dated January 15, 1947 and of record in the Office of the Register of Deeds for Wayne County, Michigan under date of February 13, 1947 at Liber 8465 of Deeds, page 438 and in the Office of the Register of Deeds for Washtenaw County, Michigan under date of February 24, 1947 at Liber 446 of Records, Page 232-254, which point is distant, due North 2130.08 feet, and due West 1262.83 feet from the South $1/4$ corner of Sec. 12, and operate, maintain, use, repair and replace one 24 inch water line and extensions therefrom as presently constructed and situate on the said area.

Easement 30:

To enter upon a tract of land 20 feet wide located in the South $1/2$ of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, the center line of which is described as beginning at a point on the South line of Sec. 12, distant S. $87^{\circ} 46' 05''$ W., 2189.13 feet from the S. E. corner of Sec. 12, and proceeding thence, due North 696.22 feet to a point on the Southerly boundary of the so-called "Plant Site", and operate, maintain, use, repair and replace one 24 inch water line and extensions therefrom as presently constructed and situate upon the above-described tract.

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Easement 31: To enter upon a tract of land 20 feet wide located in the West 1/2 of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, the center line of which is described as beginning at a point 2758.14 feet North of and 1240.61 feet West of the S. 1/4 corner of said Sec. 12, and running thence in a generally Southeasterly direction to a point of juncture with the area described in Easement No. 27a. above, said point of ending being distant 2348.82 feet North of and 88.58 feet West of the S. 1/4 corner of Sec. 12, and operate, maintain, repair, use and replace one 12 inch water line presently located in the above-described tract.

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Easements numbered 28, 29, 30 and 31 above are granted subject to the rights of the Kaiser-Frazer Corporation therein, if any.

TOGETHER WITH any and all right, title and interest of the Grantor in and to a certain 12 inch cast iron water main, consisting of cast iron pipe, special fittings, valves, valve pits, meters, meter pits, hydrants and appurtenances, and any and all rights of the Grantor to construct, operate, maintain, repair, rebuild, use and remove the same along the following described route:

Beginning with a 12 inch gate valve located 8.4 feet, more or less, west of the center line of Grove Street and 15.4 feet, more or less, south of the center line, extended, of Factory Street (East of Grove Street) all in Hunter's Addition to the City of Ypsilanti, Washtenaw County, Michigan; thence Easterly across Grove Street and along Factory Street 10.0 feet, more or less, north of the south line of Factory Street to a point in Prospect Avenue 23.6 feet, more or less, east of the west line of Prospect Avenue; thence north along Prospect Avenue parallel with the said west line of Prospect Avenue to a point 16.6 feet, more or less, south of the north line of Maus Avenue; thence east along Maus Avenue parallel with the said north line of Maus Avenue to a point about on the west line of Emerick Street; thence southeasterly across Emerick Street to a point about on the east line of Emerick Street and 10.0 feet, more or less, north of the southerly line of Scottwood Avenue; thence easterly along Scottwood Avenue parallel with the said southerly line of Scottwood Avenue to Ecorse Road; thence easterly along Ecorse Road on a line, for the most part, 35.0 feet, more or less, southerly from the center line of Ecorse Road to about the westerly line of Wilard Road; thence north-easterly at 45 degrees from the run of the line to a point 20.0 feet, more or less, southerly of the center line of Ecorse Road; thence continuing easterly along Ecorse Road on a line, for the most part 20.0 feet, more or less, southerly from the center line of Ecorse Road to about the westerly line of Willow Run Road; thence southerly at 90° from the run of the line to a point on the southerly line of Ecorse Road, said point being in the N.W. 1/4 of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, and located N. 0°33'50" E., 800.76 feet, N. 66°41'30" E., 721.39 feet and N. 74°00'10" E., 658.81 feet from the West 1/4 corner of said Sec. 12, all such rights of the Government, if any, having been acquired pursuant to a permit for the construction of said water main, executed on behalf of the Board of County Road Commissioners of Washtenaw County, Michigan, under date of June 5, 1941 and running to the Ford Motor Company.

TOGETHER WITH any and all right, title and interest of the Grantor in and to a certain 24 inch cast iron water main, consisting of cast

iron pipe, special fittings, valves, valve pits and appurtenances, and any and all rights of the Grantor to construct, operate, maintain, repair, rebuild, use and remove the same along the following described route located in Sec. 24 and Sec. 13, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan along a thoroughfare known as McGregor Avenue; said route being more particularly described as follows:

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Beginning at a point on the southerly line of Ford Dam Road of 66.00 feet in width; said point of beginning bearing N. 85° 51' 50" E., 1255.88 feet and S. 0° 20' 50" W., 1339.96 feet and S. 0° 19' 00" W., 2039.23 feet and S. 89° 41' 00" E., 166.25 feet and N. 0° 19' 00" E., 28.9 feet, and N. 40° 39' 30" E., 2293.81 feet and N. 0° 14' 00" W., 136.84 feet from the N. W. corner of said Sec. 24, T. 3 S., R. 7 E.; and extending northerly on McGregor Avenue along a line about parallel with and 15 feet, more or less, west of the easterly line of said McGregor Avenue to a point on the north line of said Sec. 13, T. 3 S., R. 7 E., distant S. 87° 46' 05" W., 2189.13 feet from the N. E. corner of said Sec. 13, T. 3 S., R. 7 E., all such rights of the Government, if any, having been acquired pursuant to a permit for the construction of said water main executed on behalf of the Michigan State Highway Department under date of August 8, 1941 and running to the Ford Motor Company

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TOGETHER WITH those items of personal property, machinery and operating equipment as set out on Exhibit "A", incorporated into and made a part of this instrument.

THIS CONVEYANCE includes those buildings and installed equipment as itemized on Exhibit "B" attached to and incorporated into this instrument.

There is hereby reserved and excepted from this conveyance unto the Grantor, its successors and assigns and the duly authorized and licensed users for avigational purposes of the lands situate adjacent to the premises conveyed hereby and known and designated as the Willow Run Airfield and/or Willow Run Army Airfield a permanent and continuing easement and right-of-way for the free and unobstructed passage of aircraft in, through and across the air space above the premises conveyed hereby. There is also reserved and excepted from this conveyance a permanent and continuing easement and right-of-way on the part of the Grantor and the present and future owners of the lands known and operated as the Willow Run Airfield and/or Willow Run Army Airfield to enter upon any and all of the lands comprised within this instrument and remove from and clear said lands of any and all obstructions and/or growths situated thereon which will impinge upon the 40 to 1 ratio glide angle approach zone or the 7 to 1 ratio transitional approach zone for the runways now situate or to be constructed upon said airfield and any structure to be erected thereon in the future or trees or other plants allowed to grow thereon to a height of more than 75 feet above the natural surface of the earth, which easement and right-of-way shall constitute and be deemed a covenant running with the land comprised within this instrument. The terms of this easement and right-of-way shall in no event be interpreted to apply to structures presently in existence and situate upon the premises conveyed hereby.

LT 10101 PA 480

Said lands and appurtenances were duly declared surplus and assigned for disposal pursuant to the Federal Property and Administrative Services Act of 1949 and the provisions of the Surplus Property Act of 1944, (58 Stat. 765) as amended, and applicable regulations issued thereunder.

And further excepting from this conveyance and reserving to the Grantor in accordance with Executive Order 9908, approved on December 5, 1947, (12 F. R. 8223) all uranium, thorium, and all other materials determined pursuant to section 5(b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable materials, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

TO HAVE AND TO HOLD the said premises with appurtenances, except

the assignable materials, rights and easements excepted above, under and subject to the reservations, restrictions and conditions set forth in this instrument unto the Grantee, its successors, grantees and assigns forever.

A. By the acceptance of this Deed or any rights hereunder, the Grantee for itself, its successors, grantees and assigns agrees that the conveyance of the property described herein is made and accepted subject to the following restrictions and reservations, and for itself, its successors, grantees and assigns, assumes the obligations of, covenants to abide by and agrees to, and this conveyance is made subject to the following reservations and restrictions, which shall run with the land:

ONE: That the Grantee, its successors, grantees and assigns, will, for so long as the Government, its successors, grantees or assigns may require, furnish such water and sewage disposal facilities to the Government-owned property known as Plancor 151, Ford Motor Company, Ypsilanti, Michigan, including all of the airport property conveyed to the University of Michigan by Deeds dated January 15, 1947 and April 8, 1949 and the so-called Packard properties and other Grantor-owned properties lying to the East of the airport, for so long as the Grantor may require on terms and rates to be established by the Grantor. The right to establish such terms and rates shall not be assignable by the Grantor, and in the event the properties described herein may be leased, conveyed or assigned by the Grantor, such water and sewage facilities will be furnished in accordance with terms and rates to be agreed to between the Grantee and such lessee, grantee or assignee, which said terms and rates shall be in accordance with applicable statutes and regulations of the State of Michigan and/or the Public Service Commission of the State of Michigan, and in no event shall such terms substantially deviate from or such rates be higher than the terms and rates for like service prevailing in the Counties of Wayne and Washtenaw, State of Michigan, at the time of the entering into such agreement or agreements. This agreement to furnish water and sewage facilities and services shall run with the land conveyed herein and shall inure to the benefit of all assignees, vendees, grantees and lessees thereof.

TWO: The Grantee shall at all times in the future maintain the water and sewage distribution system conveyed hereby, including real property improvements and related personal property, in a good

and serviceable condition as an operating unit and shall not abandon said premises or discontinue the use of same for the furnishing of water and sewage disposal facilities to the properties described in paragraph A-ONE above without the prior written consent of the Grantor.

THREE: The Grantee agrees to satisfy any and all ad valorem real property taxes, installments or special assessments which may be levied against the property conveyed herein on or after December 1, 1947, and further covenants to hold the Grantor harmless against any and all such taxes, installments or special assessments.

FOUR: The Grantor, its agents and assigns, shall have the right to survey and inspect the property conveyed by this instrument at any reasonable time to insure compliance with the foregoing terms and conditions. This right shall be perpetual.

FIVE: The premises conveyed hereby may not be leased, sold, conveyed or assigned by the Grantee without the express written consent of the Grantor. In case such consent shall be granted, the lessee, grantee or assignee in whose favor such consent shall have been granted may not lease, re-convey or reassign the said premises without first obtaining such written consent from the Grantor and such restriction shall be binding upon any and all subsequent lessees, grantees or assignees of said premises.

SIX: In the event the Grantor shall be of the opinion that the Grantee has failed to comply with the terms and conditions as contained in this deed, it shall have the right to re-enter into full and complete possession of the entire premises conveyed hereby within thirty (30) days after notice of such action to the grantee, its successors or assigns.

SEVEN: That the Grantee has been in possession of the property transferred hereby since January 26, 1948 and has found each and every item thereof to be in a satisfactory condition.

In the event that any of the aforesaid terms, covenants, reservations or restrictions is not met, observed or complied with by the Grantee, its successors, grantees, or assigns, whether caused by the legal inability of the said Grantee, its successors, grantees or assigns, to perform the same, or otherwise, the title, right of possession and all other rights transferred hereby or any portion thereof shall at the option of the Grantor revert to the Grantor within thirty (30) days following the date upon which demand to such effect is made in writing by the Grantor, unless within said thirty (30) day period such default or violation shall have been cured, and all such terms, conditions,

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Reservations and restrictions shall have been met, observed or complied with to the satisfaction of the Grantor, in which event said reversion shall not occur and title, right of possession, and all of the rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee, its transferees, successors and assigns.

B. That if the construction as covenants of any of the reservations and restrictions recited in this Deed as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Grantor may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

RECONSTRUCTION FINANCE CORPORATION and the UNITED STATES OF AMERICA, acting by and through the GENERAL SERVICES ADMINISTRATOR, WAR ASSETS

WITNESSES:

Harold M. Kaufmann
Harold M. Kaufmann
Freda M. Larsen
Freda M. Larsen

By Otto G. Klein (SEAL)
Otto G. Klein
Regional Director, War Assets
Chicago, Illinois

Witnessed as to Township of Ipsilanti TOWNSHIP OF IPSILANTI

Robert Norris
Robert Norris
Eugene B. Calder
Eugene B. Calder

By Henry F. Hicks (SEAL)
Henry F. Hicks
Its Supervisor

ATTEST:

By Lillian M. Sheppard (SEAL)
Lillian M. Sheppard
Its Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Caroline Watergate, a Notary Public, in and for the County of Cook, State of Illinois, do hereby certify that Otto G. Klein, Regional Director, General Services Administration, War Assets, Chicago, Illinois, to me personally known as the Regional Director, General Services Administration, War Assets, Chicago, Illinois, and also to me known as the

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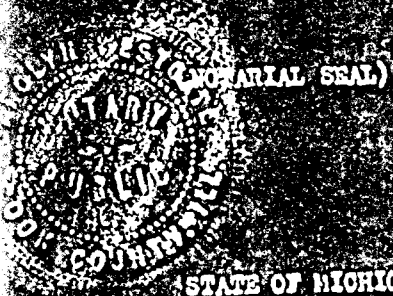
person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged his signing, sealing, and delivering of the said instrument as his free and voluntary act and as the free and voluntary act of the General Services Administrator and as the free and voluntary act and deed of the Reconstruction Finance Corporation and the United States of America, for the consideration and purposes therein set forth and that he was only authorized by law to execute the same, all pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 and the Surplus Property Act of 1944 (58 Stat. 765) as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 30th day of November 1949.

Carly Weisheit
Notary Public

My Commission Expires:

August 30 1953



STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

I, Eugene B. Calder, a Notary Public in and for the County of Washtenaw, State of Michigan, do hereby certify that Henry F. Hicks and Lillian M. Sheppard, Supervisor and Clerk, respectively, Township of Ipsilanti and also known to me as the persons whose names are affixed to the foregoing instrument, appeared before me this day in person and acknowledged their signing, sealing and delivering of the said instrument as their free and voluntary act and as the free and voluntary act of the Township of Ipsilanti for the consideration and purposes therein set forth and that they were duly authorized by law to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 28th day of November 1949.

Eugene B. Calder
Eugene B. Calder Notary Public

Washtenaw County, Michigan
My Commission Expires: Feb. 19, 1950



SCHEDULE OF PERSONAL PROPERTY OF
PLANTOR 101 TRANSFERRED TO TOWNSHIP OF YPSILANTI, MICHIGAN

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DECLARATION NO.	PAGE	LINE	INVENTORY OR TAG NO.	UNIT & DESCRIPTION
151A1253	75	5	MA1630D42	1 - Swivel Chair
"	14	1	MA2642A1	1 - Laboratory Sterilizer
"	12	3	MA2640E1	1 - Wall Cabinet
"	12	4	MA2640F1	1 - Wall Cabinet
"	12	1	MA2640E1	1 - Titration Table
"	13	2	MA2640I1	1 - Laboratory Wall Table
"	11	4	MA2640A1	1 - Laboratory Center Table
"	12	5	MA2640C1	1 - Sandstone Lab. Wall Sink
"	13	1	MA2640H1	1 - Closed Front Fume Hood
"	12	2	MA2640D1	1 - Metal Desk
"	13	5	MA2640J1	1 - Adjustable Stool
"	13	4	MA2640K1	1 - Adjustable Stool
"	14	2	MA2643A1	1 - Storage & Display Case
"	14	5	MA2643B1	1 - Laboratory Desk
"	14	4	MA2643C1	1 - Wall Table
"	14	5	MA2643D1	1 - Laboratory Wall Table
"	17	2	MA2787E10	1 - Swivel Chair
151A1599	1	1	MA2639A1	1 - Electric Furnace
"	2	1	MA2639B1	1 - Wall Oven
"	2	2	MA2639C1	1 - Incubator
"	2	3	MA2639D1	1 - Balance Scale
"	2	4	MA2639E1	1 - Balance Cover
"	3	1	MA2639F1	1 - Balance Illuminator
"	3	2	MA2639G1	1 - Balance Torsion
"	3	3	MA3504A1	1 - Balance Scale
"	3	4	MA3504B1	1 - Balance Desiccator
"	4	1	MA3504C1	1 - Balance Illuminator
"	4	2	MA3504D1	1 - Balance Level
"	4	3	MA3504E1	1 - Torsion Balance
151A1249	4	4	MA2315A4	1 - Remington-Rand Typewriter
151A1594	1	1	MA3453A6	1 - Adding Machine, Ser. 476545
151A1248	1	1	MA2584A1	1 - Kelvinator Refrigerator
151C1463	1	1	MA2867A, 5 & 6	3 - Dayton Dowd Pumps
"	1	1	MA2867 Item 4 & 5	3 - Relief Valves
"	1	1	MA2946-A1, A2, A3	3 - 150 HP Motors
"	1	1	MA2595-A1, A2, A3	3 - Clark Controllers
"	2	1	MA2867-A1, A2	2 - Dayton Dowd Pumps
"	2	1	MA2867 Item 5	2 - Relief Valves
"	3	1	MA2867-A2	1 - Dayton Dowd Pump
"	3	1	MA2945-A1	1 - 15 HP Howell Motor
"	3	1	MA4527-A2	1 - Trumbull Starter
"	3	2	MA2867	2 - Float Indicator
"	3	2	MA2867	2 - Fuel Pump
"	4	1	U-86070	Installation Charges
151A1604	3	1	MA3117A1, A2	2 - Omega Lime Feeder
"	3	2	MA3117B1, B2	2 - Sulphuric Acid Feeders
"	1	1	MA3128-A1	1 - Trolley Hoist
"	2	1	MA-3128-B1	1 - Trolley Hoist
"	2	2	MA3067)	1 - Quincy Air Compressor and Motor
"	2	2	MA3142)	
"	4	1	MA3117C1	1 - Omega Ferrous Sulphate Feeder
"	4	2	MA3117D1	1 - Acid Storage Tank
"	4	3	MA3117E2	2 - Solution Storage Tank
151A520	1	1	MA4744	1 - Jaeger Pump
151A946	1	1	MA3598-A1 & A2	
"			MA3595-A2 & A4	Sump Pump, motor and starter
"			MA1420-A59 & A56	
"	2	1	MA3598-A3 & A4	
"			MA3593-A3 & A1	Sump pump, motor and starter
"			MA-1420-A67 & A68	

**SCHEDULE OF BUILDINGS, BUILDING INSTALLATIONS, MACHINERY
AND EQUIPMENT, AND ON AND OFF-SITE IMPROVEMENTS COMPRISING
PORTION OF REAL ESTATE OF PLACER 151, TRANSFERRED TO THE
TOWNSHIP OF YPSILANTI, WASHINGTON COUNTY, MICHIGAN**

WATER SOFTENING PLANT

Filter Building:

Seventy feet by seventy-one feet (70' x 71') with basement and four stories. Contains six concrete sand filters; steel-wash water tank; four steel chemical storage bins; water analysis laboratory and high and low lift pumping station. The principal mechanical equipment contains the following:

- Low Lift Pump #1 American Marsh 1400 gpm - 35' head
No. C-57810 20 HP Wagner electric motor
- Low Lift Pump #2 American Marsh 2800 gpm - 35' head
No. C-57811 40 HP Wagner electric motor
- Wash Water Pump American Marsh 500 gpm - 65' head
No. C-57813 7.5 HP Wagner Electric motor
- High Lift Pump #1 Worthington 4500 gpm - TDH 254'
No. 1078533-350 HP Ideal electric motor
- High Lift Pump #2 Worthington 4500 gpm - TDH 254'
No. 1078534-350 HP Ideal electric motor
- High Lift Pump #3-Allis Chalmers 3000 gpm - TDH 236'
No. 8J 32792-250 HP Wagner electric motor
- Sludge Pump #1 Reciprocating - Chicago Pump Co.
No. 64038 - Wagner 5 HP electric motor
- Sludge Pump #2 - Centrifugal - Chicago Pump Co.
No. 64037 - 3 HP motor
- Sludge Pump #3 - Centrifugal - Chicago Pump Co.
No. 64036 - 3 HP motor
- Hydraulic Freight Elevator "Rotary Lift" No. E-1197
5000# capacity - 15 HP Wagner electric motor
- 1 Crane 21" valve - Cutler-Hammer electric drive
3 HP motor
- 3 Golden-Anderson Cone check valves
- 1 Pelton surge relief valve
- 1 Clayton surge relief valve
- 2 Sparling main line meters, 9 MGD capacity each

- 2 Simplex Venturi meters, 15 MGD capacity each
- 1 Bailey indicating temperature and pressure gauge
- 2 Oil Burning heating furnaces "BARO"
- 1 Carbon dioxide scrubber tank, Permitit
- 1 Carbon dioxide meter "Banarex" #A 9188-F
- 1 Wash Blower, size 1/2 #J 5055 with 7.5 HP Westinghouse motor
- 1 Vacuum Pump Victor-Acme AFS No. 4212-36 - Westinghouse
- 2 HP Motor
- 1 Superflame water heater
- 1 Vacuum Chlorinator Wallace & Tiernan #L2796
- 1 " " " " #K3216
- 1 " " " " #K3209
- 2 Chlorine Scale - Fairbanks #F 741512
- 1 " " " " #F 741588
- 1 " " " " #F 741545
- 1 Completely equipped water analysis laboratory
- 1 Chemical conveyor system - Redler #69864 - 5 HP Wagner electric motor
- 1 Chemical conveyor system - Redler #69864 - 10 HP Wagner electric motor
- 1 Chemical Conveyor system - Redler #69864 - 5 HP Wagner electric motor
- Chemical feeder #1 - Volumetric - Omega #2115
- " " #2 - " " #2116
- " " #3 - Gravimetric - with slaker Omega #2110
- " " #4 - " " " " Omega #2109
- " " #5 - " " " " Omega #2114
- " " #6 - " " " " Omega #2113
- 6 Filter rate controllers and Cables - Simplex
- 1 Wash Water Controller and Meter - Simplex
- 15 MGD capacity #184-6419
- 1 Reservoir Depth Gauge
- 1 Wash Water Tank Depth Gauge
- 1 Wash Water Rate Gauge
- 1 Primary Transformer - 2000 KVA GE
- 1 Lighting " 75 KVA
- 1 Primary Switchboard - IIS and GE
- 1 Secondary Switchboard - IIS and GE
- 1 Control Board - Outdoor motors - Square D

10101 PA488

Other Installations:

Six concrete slow mixing tanks 16' x 36' x 15' with equipment.
 Six settling tanks 16' x 80' x 15' with equipment. Two rapid mixing tanks, 8' x 8' x 15', with equipment. Two Recarbonation Tanks 8' x 107' x 15' with equipment. Aeration tank 9' x 76' x 9', with equipment and waste wash tank beneath. Concrete underground water storage reservoir in two sections each 96' x 95' x 12'.

Intakes and Screen House:

24' x 19' in plan; 32' deep. Constructed of brick and concrete; built partly below ground and has 20" screen well, connected by two 24" mains to two concrete intake manholes. Contains the following equipment:

- 2 Chain Belt Travelling Screens, 4 feet wide x 23 feet below base of head mechanism
- 1 Chicago sump pump - 3 HP
- 1 Hot air oil burning space heater, "Bard".

Well House No. 1

12' x 16', one story brick with concrete basement, 24" well, 88' deep with 50' screen. Peerless deep well pumps. Heated by electric space heaters.

Well House No. 2

12' x 16', one story brick with concrete basement, 24" well, 80' deep with 50 ft. screen. Peerless deep well pumps. Heated by electric space heaters.

FIRE PROTECTION PUMPING STATIONStation Building:

Reinforced concrete construction, built underground. Contains Pump Room 62' x 20' x 16' with the following equipment:

- 2 Pumps - 1000 gpm Dayton-Dowd with 12 cylinder Lincoln Zephyr gasoline engine
- 1 Pump - 2000 gpm Dayton-Dowd Wagner 150 HP Electric motor #7V9867
- 1 Pump - 2000 gpm Dayton-Dowd Wagner 150 HP Electric motor #7V9822
- 1 Pump - 2000 gpm Dayton-Dowd Wagner 150 HP Electric motor #7V8951
- 1 Pump - 150 gpm Dayton-Dowd Howell 15 HP Electric motor #9595B-1
- 2 Sump Pumps - Yeomans Brothers 1½ HP Electric Motors
- 1 Gar Wood oil burning unit heater #F 12073
- 1 Electric Control Board, Clark Controller Co.
- 6 Relief Valves
- 2 Fuel Pumps
- 1 Float Indicator

Oil Separator No. 1:

Settling Tank 70' x 90' x 20' with sump pumps housed in small concrete pump house.

Oil Separator No. 2:

Settling tank 22' x 40' x 6' equipped with two sump pumps housed in concrete house.

Sewage Pumping Station for Small Parts Building:

15' x 24' with brick superstructure and concrete substructure 17' deep. Equipped with two sewage pumps.

CYANIDE AND PLATING WASTE TREATMENT PLANTMachinery Building:

27' x 37' with two story basement and two stories above ground. Contains a laboratory and the following equipment:

- 3 Omega liquid chemical feeders
- 3 Chemical Solution tanks, about 4' x 4' x 4'
- 2 Steel chemical storage bins, 10' 6" in dia. x 18' high
- 2 Omega gravimetric chemical feeders and slakers, #2120 and 2119
- 1 Redler chemical handling system #89700
- 1 Electric Trolley Hoist, Detroit Hoist Co., 1/2 HP type N #11184-E
- 1 Trolley Hoist
- 1 Gas Wood oil burning hot air heating system
- 1 Duo-Therm Water heater
- 2 2" Oliver Acid Pumps, #5054SC32CW and 5055SC32CW
- 2 Chicago Sludge Pumps - Reciprocating - #A64624 and B64624
- 1 Yeomans Sump pump
- 1 Electric control board, Square D Co.
- 1 Jaeger pump
- 1 Quincy Air Compressor

Other Structures:

Three concrete Reaction Tanks, each 20' in dia. and 24' deep-joined by a gallery on top, and equipped with 3 5000 CFM Duriron Fans No. N-1490 with 3 HP electric motors, and 2 Roots-Connersville Blowers, Serial Numbers 15037 and 15038. Two concrete mixing tanks 6' x 17' x 11' containing four mechanical mixers with motors.

SEWAGE TREATMENT PLANTControl House:

25' x 25', two stories containing Simco vacuum sludge filter, Bristol sewage flow meter, electric control board, vacuum chlorinator, Fairbanks scale, and a completely equipped laboratory for sewage analysis. Adjoining operating gallery contains the following equipment:

- 1 Crane Oil Burning Boiler #27-EA
- 2 Crane Gas Burning boilers (not labelled)
- 2 Gas Meters - Pittsburgh Equitable
- 2 Sump Pumps - Chicago Pump Co.
- 2 Sludge Pumps - 3 HP Electric Motors - Chicago Pump Co. #A 60964 and B 60964
- 1 Blower - 11g. 1/2 HP
- 2 Return Sludge Pumps - variable speed, 3 HP electric motors

LM10101 PA490

Other Installations:

Four primary tanks with motor driven sludge collectors. Sixteen Aeration tanks 25' x 25' x 16' with motor driven aerator. Four final tanks 14' x 60' x 13' with motor driven sludge collectors. Two sludge digestion tanks 50' x 25' each, with floating gas collector cover, including pressure relief and flame traps.

OFF-SITE IMPROVEMENTS ABOVE GROUND

Water supply well and Pumping Station consisting of a gravel packed 26" well 30' deep, a 26' by 30' building with a concrete substructure and a one story brick superstructure and containing the following equipment:

One Deep Well Pumping Unit - Peerless deep well pump #21259 General Electric vert. 50 HP motor #12F1487 Continental 6 cylinder gasoline #B42F525.

Three Horizontal Centrifugal Pumping Units - 3 Dayton Dowd 1000 gpm pump, 3 Continental gasoline engines Nos. M330-1853, M330-1859 and M330-2209.

One Wallace and Tiernan Vacuum Chlorinator No. M11263 and Fairbanks Morse Co. scale #P766251.

One hand-fired coal burning hot air Lanox Equator Furnace.

Storage Dam:

Reinforced concrete spillway with normal head of 19' and a crest length 38' and a 54' sluice way equipped with Chapman motor-operated sluice gate. A reinforced concrete highway bridge 40' in width spans the spillway. Earth embankments on either side of the spillway have a total length of about 200' and carry a concrete slab highway.

Treated Water Storage Tanks:

Elevated steel storage tank of 400,000 gallons capacity with high water level 167' above foundations.

Fire Protection Storage Tank:

Elevated steel storage tank of 400,000 gallons capacity and with high water level 167' above foundations.

Transformer Station:

A reinforced concrete underground building 21' x 50' x 13' high housing two 1,000 KVA Transformers with connecting underground cables leading to the fire protection pumping station.

L10101 PA 491

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NAA Form 12/1
(4-12-48)

UNITED STATES OF AMERICA
War Assets Administration

C E R T I F I C A T E

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I, the undersigned L. S. Wright, Secretary of The General Board, General Services Administration, War Assets Administration, in my official capacity as such Secretary of The General Board, and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING dated June 7, 1949, to make the following certification, do hereby certify:

1. That Otto G. Klein is the Regional Director, General Services Administration, Chicago, Illinois,

War Assets Administration, duly appointed, authorized and acting in such capacity at the time of the execution of the attached instrument.

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original of said DELEGATION OF AUTHORITY, dated June 7, 1949.

Given under my hand this 30th day of November, 1949.



Secretary of The General Board
(Title)

General Services Administration
(Office)

War Assets Administration
Washington, D. C.

LT10101 PA 492

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(NOTICE)

DELEGATION OF AUTHORITY NO. 211

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DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH.

The Director, Industrial Real Estate Disposal Division, the Director, General Real Estate Disposal Division, and the General Counsel, War Assets Administration; the Regional Director and the Associate Regional Director, in each and every War Assets Administration Regional Office; and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of law, including the Surplus Property Act of 1944, as amended (59 Stat. 765; 50 U.S.C. App. Supp. 1611); Public Law 181, 79th Cong. (59 Stat. 833; 50 U.S.C. App. Supp. 1614 a; 1614 b); Reorganization Plan 1 of 1947 (12 F.R. 4534); Public Law 289, 80th Cong. (61 Stat. 678); Public Law 829, 80th Cong; Public Law 383, 80th Cong; Public Law 616, 80th Cong; War Assets Administration Appropriation Acts; and War Assets Administration Regulation No. 1 (12 F. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of The General Board War Assets Administration, is hereby authorized to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on June 7, 1949.

This authority is in addition to delegations of authority previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; January 15, 1947; June 6, 1947; December 1, 1947; April 9, 1948; July 1, 1948; and April 1, 1949; but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.


PAUL L. MATHER
Administrator

Dated: JUN 7 1949, 1949.

LM10101-PA493

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GENERAL SERVICES ADMINISTRATION

(NOTICE)

DELEGATION OF AUTHORITY

CONTINUING PRIOR DELEGATIONS OF AUTHORITY OF WAR ASSETS ADMINISTRATION

Pursuant to the authority vested in me as Liquidator of War Assets by Administrator's Temporary Regulation No. 1, dated July 1, 1949, and the Federal Property and Administrative Services Act of 1949, I hereby declare that all delegations of authority in effect on June 30, 1949 in the War Assets Administration shall continue in full force and effect with respect to all matters pertaining to War Assets transferred to the General Services Administration by the Federal Property and Administrative Services Act, 1949 or to the Administrator of General Services.



Liquidator of War Assets

Dated JUL 1 1949

E578211

QUITCLAIM DEED

WHEREAS, certain surplus real property hereinafter described was assigned by the Administrator of General Services to the Department of Health, Education, and Welfare, for disposal upon the recommendation of the Secretary of Health, Education, and Welfare that the said property was needed for educational use in accordance with the provisions of the Federal Property and Administrative Services Act of 1949, as amended; and

WHEREAS, The Regents of the University of Michigan, City of Ann Arbor, County of Washtenaw, State of Michigan, Grantee herein, has made a firm offer to purchase the aforesaid property under the provision of said Act and has made application for public benefit allowance and the Department of Health, Education, and Welfare has accepted the offer of the Grantee; and

WHEREAS, the Administrator of General Services has advised the Department of Health, Education, and Welfare that no objection would be interposed to the disposal of the property to the Grantee;

NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, acting by and through the SECRETARY OF HEALTH, EDUCATION, AND WELFARE by HAROLD W. KRAMER, the ACTING REGIONAL DIRECTOR, REGION V, CHICAGO, ILLINOIS, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and Reorganization Plan No. 1 of 1953, as made effective by P. L. 13, 83rd Congress, the Grantor, for and in consideration of the reservations, conditions, covenants and restrictions hereinafter set forth and the agreement of The Regents of the University of Michigan, City of Ann Arbor, County of Washtenaw, State of Michigan, the Grantee, faithfully to observe and perform the same and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, and forever quitclaim unto the said Grantee, its successors and assigns, forever, all such right and title as the said Grantor has or ought to have in and to the following property:

L14406 PA320

E578211

RECORDED FEB 14 1961 2 26
BERNARD J. YOUNGBLOOD, REG. 1 of LEVY
WAYNE COUNTY 26. MICHIGAN

TRACT A-100:

The East one-half of the Southeast quarter of the Northwest quarter of Section 9, Township 3 South, Range 8 East; and the East one-half of the Northeast one-quarter of the Southwest quarter of Section 9, Township 3 South, Range 8 East, Van Buren Township, Wayne County, State of Michigan, containing 37.01 acres, more or less.

TRACT A:

All of the Southwest quarter of the Northwest quarter and the West one-half of the Southeast quarter of the Northwest quarter of said Section 9; also all of the Northwest quarter of the Southwest quarter and the West one-half of the Northeast quarter of the Southwest quarter of said Section 9; containing 111.62 acres, more or less; all of the above lands lying in the West half of Section 9, Township 3 South, Range 8 East, Van Buren Township;

Excepting therefrom that portion of the above described land containing 15.0695 acres, more or less, conveyed by quitclaim deed dated 6 April 1949 by the United States of America, acting by and through the War Assets Administrator to The Regents of the University of Michigan, City of Ann Arbor, County of Washtenaw, Michigan described as follows:

That portion of the Southwest quarter of Section 9, Township 3 South, Range 8 East, of the Michigan Meridian, described by a line beginning at a point on the West line of Section 9, Distant N. 0° 53' East, 2074.81' from the Southwest corner of said section; thence along the West line of said section North 0° 53' East, 554.94'; thence South 89° 08' East, 1182.88'; thence South 0° 53' West, 554.94'; thence North 89° 08' West 1182.88' to the point of beginning, containing 15.0695 acres, more or less.

CONTAINING 133.51 acres of land, more or less.

TRACT KNOWN AS THE "PACKARD PARCEL"

Beginning at a point on the South line of Section 8; distant South 89° 12' West, 1374.00' from the Southeast corner of said Section 8; thence due South, 35'; thence South 89° 12' West, 1458.00'; thence due North, 705'; thence North 89° 12' East, 1458.00'; thence due South, 670.00' to the point of beginning, being 23.59468 acres, more or less (hereinafter called the "Packard Parcel").

Together with the buildings and other improvements upon the above described land or any part thereof, including, but not limited to, all such improvements listed or described in Schedule "A" which is attached hereto and hereby made a part of this deed as if incorporated herein. And together with, in addition, all and singular, the tenements, hereditaments and appurtenances, thereunto belonging or in anywise

appertaining. That parcel of land known as the "Packard Parcel" is served by the following easements which are herein conveyed and assigned to the Grantee together with all other easements of record:

1. Easement for power lines and poles:

Across part of the Northeast quarter of Section 17 and part of the Southeast quarter of Section 8, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, and described as being 20' in width, lying 10' on each side of a line described as beginning at a point on the west side of Beck Road (66' wide), said point being distant South 0° 39' 50" West, 76.03' and South 89° 12' West, 33.01' from the Northeast corner of Section 17, and proceeding thence South 89° 12' West, 943.59', and North 0° 48' West, 108', and South 89° 12' West, 75.00' to the East line of the Packard Parcel.

2. All necessary rights and easements to permit the continued use of the sanitary sewer system, the water system, and all other utilities presently serving the Packard Parcel.

3. Easement for use of poles and telephone lines and easements for overhead and underground lines:

Across part of the Southeast quarter of Section 8, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, and described as being 20' in width, lying 10' on each side of a line described as beginning at a point on the north line of the Packard Parcel, said point being distant South 89° 12' West, 1374', and due North, 670', and South 89° 12' West, 950.54' from the Southeast corner of Section 8; and proceeding thence North 9° 11' West, 112.22' to the point of ending.

4. Easement for roadway purposes across part of former Tyler Road (now abandoned) described as follows:

Part of the Southeast quarter of Section 8 and part of the Northeast quarter of Section 17, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, and described as being 66' in width, lying 33' on each side of the section line between Sections 8 and 17 and extending from the west line of Beck Road (66' wide), South 89° 12' West, 1340.99' to the east line of the Packard Parcel.

5. All necessary rights and easements to permit the continued use of the present storm sewer and the present sanitary sewerage overflow line now used by the Packard Parcel.

Tract A-100, Tract A and the "Packard Parcel", conveyed herein, are subject, however, to all easements, rights-of-way and encumbrances of record.

TO HAVE AND TO HOLD the foregoing described property, with all the privileges and appurtenances thereto belonging to the said Grantee, its successors and assigns, forever; provided, however, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the Grantee, its successors or assigns, and each of them, as follows:

L14406 PA323

1. That for a period of twenty (20) years from the date of this deed the above described property herein conveyed shall be utilized continuously for public educational purposes in accordance with the proposed program and plan as set forth in the application of the Grantee dated September 20, 1960, as amended, and for no other purpose.
2. That during the aforesaid period of twenty (20) years, the Grantee will resell, lease, mortgage, or encumber, or otherwise dispose of the above described property or any part thereof or interest therein only as the Department of Health, Education, and Welfare, or its successors in function in accordance with its existing regulations, may authorize in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless the Department of Health, Education, and Welfare, or its successor in function otherwise directs, the Grantee will file with the Department of Health, Education, and Welfare, or its successor in function reports on the operation and maintenance of the above described property and will furnish, as requested, such other pertinent data evidencing continuous use of the granted property for the purpose specified in the above identified application.

The Grantee, by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of or is used for purposes other than those set forth in the above identified program and plan without the consent of the Department of Health, Education, and Welfare, all revenues or the reasonable value, as determined by the Department of Health, Education,

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and Welfare, of benefits to the Grantee deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, or use shall be considered to have been received and held in trust by the Grantee and shall be subject to the direction and control of the Department of Health, Education, and Welfare.

The Grantee, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that during the hereinbefore described twenty (20) year period of restriction all proceeds and/or the revenue from oil, gas, and minerals and mineral leases from the herein conveyed tracts of land will be paid to the United States; and in addition thereto the United States RESERVES THE RIGHT, at its option, to revest title to any and all oil, gas, and minerals, or interests therein hereby conveyed, at any time during said twenty year period.

The Grantee, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that if the Grantee carries insurance against loss caused by fire, windstorm, or other hazards, to buildings and other improvements listed or described in Schedule "A", attached hereto, the Grantor will participate in the proceeds payable upon a loss to the extent of the unamortized public benefit allowance hereinafter described.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of said Grantee, its successors or assigns, to perform any of the obligations herein set forth, all right, title and interest in and to the above described property shall, at its option, revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Department of Health, Education, and Welfare, or its successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relin-

quishment of the future performance of any such conditions, but the Grantee's obligations with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions set forth above together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event title to the above described premises is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily re-conveyed in lieu of reverter, the Grantee, at the option of the Department of Health, Education, and Welfare, or its successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the Grantee, to adapt the property to the educational use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damages including such costs as may be incurred in recovering title to or possession of the above described property, as it may sustain as a result of the non-compliance.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, and 3 herein by:

- a. Obtaining the written authorization of the Department of Health, Education, and Welfare, or its successor in function; and
- b. Paying to the UNITED STATES OF AMERICA the public benefit allowance granted to the Grantee of 100 percent from the total current market value of Eight Hundred and Twenty Seven Thousand Five Hundred Seventy Dollars (\$827,570.00) of which the buildings and other improvements are valued at Six Hundred Eighty Three Thousand Five Hundred

Seventy Dollars (~~\$~~683,570.00) and the land at One Hundred and Forty Four Thousand Dollars (\$144,000.00), less a credit at the rate of five (5) percent for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above identified application.

The Grantee by the acceptance of this deed, covenants, and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the transferee, such use may be exclusive or non-exclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the Grantee without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted.

L14406 PA326

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 8 day of February, 1961.

UNITED STATES OF AMERICA
Acting by and through the
SECRETARY OF HEALTH, EDUCATION,
AND WELFARE

WITNESSES:

Virginia Murray
Helen Jones

By Harold W. Kramer
HAROLD W. KRAMER
Acting Regional Director
Region V
Chicago, Illinois

L14406 PA327

ACKNOWLEDGMENT

State of Illinois)
County of Cook) ss

On this 8 day of February, 1961, before me, Alvin G. Cohen, a Notary Public in and for Cook County, Illinois, personally appeared Harold W. Kramer, known to me to be the Acting Regional Director, Region V, Chicago, Illinois, Department of Health, Education, and Welfare, and known to me to be the person who executed the within instrument on behalf of the United States of America, and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the Secretary of Health, Education, and Welfare on behalf of the United States of America, and acknowledged that he executed the same as the free act and deed of said United States of America.

Alvin G. Cohen
Notary Public

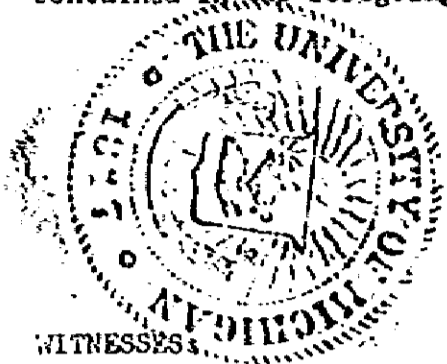
(SEAL)

My commission expires: 17 November 1963

ACCEPTANCE

By the acceptance of this Quitclaim Deed the Grantee for itself, its successors and assigns and each of them, accepts and agrees to be

bound by all of the terms, conditions, restrictions and reservations contained in the foregoing instrument.



THE REGENTS OF THE UNIVERSITY OF MICHIGAN, CITY OF ANN ARBOR, COUNTY OF WASHTENAW, STATE OF MICHIGAN

By Wilbur K. Pierpont
Wilbur K. Pierpont
Vice-President in Charge
of Business and Finance
of THE REGENTS, UNIVERSITY
OF MICHIGAN, City of
Ann Arbor, County of Washtenaw,
State of Michigan

WITNESSES:

E. A. Cumiskey
Elizabeth K. Mosier

L14406 PA328

ACKNOWLEDGMENT

State of Michigan)
County of Washtenaw) ss

On this 9th day of February, 1961, before me appeared Wilbur K. Pierpont, to me personally known, who, being by me duly sworn did say, that he is the Vice-President in charge of Business and Finance of The Regents of the University of Michigan, City of Ann Arbor, County of Washtenaw, State of Michigan, and that the foregoing instrument was signed on behalf of and by the authority of said Regents and said Wilbur K. Pierpont acknowledged said instrument to be the free act and deed of said Regents of the University of Michigan.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Ann Arbor, Mich this 9th day of February, 1961.

(SEAL)

Elizabeth K. Mosier
Notary Public

My commission expires: Oct. 7, 1961

SCHEDULE A

Identifying List of Improvements

This Schedule "A" is attached to and made part of the deed dated FEB 8 1961, between the United States of America and The Regents of the University of Michigan, City of Ann Arbor, County of Washtenaw, State of Michigan, for the purpose of identifying and describing the more prominent improvements on the tracts of land conveyed.

TRACTS A-100 and A:

1.	Building No. 1	Operations	15,420 sq. ft.
2.	Building No. 2	Administration	9,932 sq. ft.
3.	Building No. 3	Traffic Check House	96 sq. ft.
4.	Building No. 4	Power House	1,274 sq. ft.
5.	Building No. 5	Shop, Auto Maintenance	2,169 sq. ft.
6.	Building No. 6	Pumping Station, Sewage	140 sq. ft.
7.	Building No. 7	Shop, Maintenance	2,470 sq. ft.
8.	Building No. 8	Supply	1,621 sq. ft.
9.	Building No. 9	Supply	2,676 sq. ft.
10.	Building No. 11	Heating Facility	2,999 sq. ft.
11.	Building No. 12	Store	1,668 sq. ft.
12.	Building No. 13	Dining Hall, Airmen	4,891 sq. ft.
13.	Building No. 14	Multi-Purpose	3,295 sq. ft.
14.	Building No. 15	Dormitory	5,696 sq. ft.
15.	Building No. 16	Dormitory	5,696 sq. ft.
16.	Building No. 17	Dormitory	5,696 sq. ft.
17.	Building No. 18	Dormitory	5,696 sq. ft.
18.	Building No. 19	Receiver, Communications	684 sq. ft.
19.	Building No. 21	Pump Station, Water	207 sq. ft.
20.	Building No. 23	Storage Shed	372 sq. ft.
21.	Building No. 24	Storage Shed	200 sq. ft.
22.	Building No. 25	Latrine	30 sq. ft.
23.	Building No. 26	Transmitter	858 sq. ft.

14406 PA329

24.	Building No. 27	Officers Quarters	11,518 sq. ft.
25.	Building No. 28	Officers Quarters	8,278 sq. ft.
26.	Building No. 29	Hess, N.C.O.	1,501 sq. ft.
27.	Building No. 30	Dormitory	5,696 sq. ft.
28.	Building No. 31	Dormitory	5,696 sq. ft.
29.	Building No. 32	Dormitory	5,696 sq. ft.
30.	Building No. 33	Dormitory	5,696 sq. ft.
31.	Building No. 36	Meter House, Electric	36 sq. ft.
32.	Item No. 20	Flagpole	One
33.	Item No. 35	Meter Vault, Water	70 sq. ft.
34.	Item No. 100	Obstruction Lighting	Eleven
35.	Item No. 102	Telephone Dist Facilities	3,375 lin. ft.
36.	Item No. 103	Telephone Pole Facilities	2,200 lin. ft.
37.	Item No. 104	Storage Diesel, underground	15,000 gals.
38.	Item No. 105	Storage Gas, underground	2,000 gals.
39.	Item No. 106	Storage, Open	335 sq. yds.
40.	Item No. 108	Distribution Line, Overhead Electric	25,521 lin. ft.
41.	Item No. 109	Distribution Line, Underground Electric	6,268 lin. ft.
42.	Item No. 110	Street Lights	Twelve
43.	Item No. 111	Flood Lights	Three
44.	Item No. 114	Heat Main, Steam	6,858 lin. ft.
45.	Item No. 115	Septic Tanks	Three
46.	Item No. 116	Sewer Mains, Sanitary	5,419 lin. ft.
47.	Item No. 118	Water Mains	6,771 lin. ft.
48.	Item No. 119	Fire Hydrants	Six
49.	Item No. 120	Roads, Bituminous	9,623 sq. yds.
50.	Item No. 122	Roads, Gravel	648 sq. yds.
51.	Item No. 123	Parking, Bituminous	4,933 sq. yds.
52.	Item No. 125	Parking, Gravel	404 sq. yds.
53.	Item No. 127	Walks, Bituminous	1,026 sq. yds.
54.	Item No. 128	Walks, Concrete	516 sq. yds.

55.	Item No. 130	Drainage, Storm	3,943 lin. ft.
56.	Item No. 153	Incinerator, Garbage	One
57.	Item No. 154	Repository	One
58.	Item No. 157	Fence, Boundary	12,740 lin. ft.
59.	Item No. 158	Fence, Security	95 lin. ft.
60.	Item No. 159	Tennis and Basketball Facilities	One
61.	Item No. 160	Athletic Field, Softball	One
62.	Item No. 40	Transformer Pad, Concrete	One
63.	-	Transformers	Twenty-Nine
		<u>Size</u>	<u>Amount</u>
		5KVA	8
		10 KVA	3
		15 KVA	9
		25 KVA	1
		37.5 KVA	3
		50 KVA	2
		75 KVA	3

L14406 PA331

TRACT Known as the "Packard Parcel"

1.	Building No. 544	Hangar	49,499 sq. ft.
2.	Building No. 545	Shed, Storage Base	360 sq. ft.
3.	Building No. 548	Warehouse, Base	2,400 sq. ft.
4.	Building No. 549	Water Pump Station	677 sq. ft.
5.	Building No. 549A	Valve Shed	54 sq. ft.
6.	Building No. 550	Security Guard House	132 sq. ft.
7.	Item No. 100	Water Supply Reservoir	300,000 gals.
8.	Item No. 101	Pump Station, other than hydrant	94 sq. ft.
9.	Item No. 102	Storage, Base, Av. Fuel	525 BBS
10.	Item No. 103	Storage, Base, Kerosene	143 BBS
11.	Item No. 104	Storage, Base, No Gas	23.8 BBS
12.	Item No. 105	Storage, Heating Oil	357 BBS
13.	Item No. 106	Flagpole	One
14.	Item No. 107	Sanitary Sewer Collection Disposal Main	531 lin. ft.
15.	Item No. 108	Fire Protection Motor Mains	594 lin. ft.
16.	Item No. 109	Fire Hydrants	Four
17.	Item No. 110	Electrical Distribution Overhead	1,290 lin. ft.
18.	Item No. 111	Electrical Distribution Underground	415 lin. ft.
19.	Item No. 112	Electrical Substation	One
20.	Item No. 113	Apron, Hangar Access	5,777 sq. yds.
21.	Item No. 114	Apron, Operating	10,311 sq. yds.
22.	Item No. 115	Apron, Operating	31,611 sq. yds.

L114406 PA332

E960688

AVIGATION EASEMENT

L15632 PA650

THIS INDENTURE made this 6th day of April,
 1965 by and between FORD MOTOR COMPANY, a Delaware corporation,
 with offices at The American Road, Dearborn, County of Wayne,
 State of Michigan, hereinafter referred to as Grantor, and THE
 REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional corpora-
 tion, organized and existing under the laws of the State of
 Michigan, with offices at 500 South State Street, Ann Arbor,
 Michigan, hereinafter referred to as Grantee,

W I T N E S S E T H:

WHEREAS, the Grantee is the owner and operator of the
 Willow Run Airport, situated in the Counties of Washtenaw and
 Wayne, State of Michigan, and in close proximity to the land
 of the Grantor as hereinafter described and the Grantee desires
 to obtain and preserve for the use and benefit of the public
 a right of free and unobstructed flight for aircraft landing
 upon, taking off from, or maneuvering about the said airport.

NOW THEREFORE, for and in consideration of the sum
 of One Dollar - (\$1.00) and other good and valuable considera-
 tion, the receipt whereof by the Grantor is hereby acknowledged,
 the Grantor does hereby grant, bargain and convey unto the
 Grantee, its successors and assigns, for the benefit of the
 general public at large, an easement and right of way for
 the free unobstructed passage of aircraft, by whomsoever owned
 or operated, in and through the air space over and across those
 parts of the Grantor's said land which are bounded and described
 as follows:

See Easement Description marked Exhibit
 "C", "D", and "E", attached hereto and here-
 by made a part hereof,

provided, however, that the air space in which the said easement

E960688

RECORDED APR 22 1965 AT 428
 BERNARD J. YOUNGBLOOD, Register of Deeds
 WAYNE COUNTY 26. MICHIGAN

and right of way is herein granted shall be that which lies above elevations as shown on the prints of survey prepared by Brewer Engineering dated 11-25-63, attached hereto and hereby made a part hereof, marked Exhibit "C", "D" and "E", which relate to identically lettered Easement Descriptions as provided above.

And in furtherance of the said easement and right of way the Grantor, for the considerations hereinabove set forth, does hereby grant and convey to the Grantee, its successors and assigns, a continuing right to keep the air space above the aforesaid elevations clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid elevations, together with the right of ingress to, egress from, and passage over the land of the Grantor first above described for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above the said elevations.

To have and to hold said easement and all rights appertaining thereto unto the Grantee, its successors and assigns, until said airport shall cease to be used for airport purposes.

And for the consideration hereinabove set forth the Grantor hereby covenants, both for itself and its successors and assigns, for and during the life of this easement, as follows:

(a) Grantor shall not hereafter construct nor permit nor suffer to remain upon said land any obstruction that extends above the heights aforesaid, and

(b) Grantor shall not hereafter use or permit or suffer use of the land first above described in such a manner

as to create electrical interference with radio communication between the installation upon the Willow Run Airport and aircraft or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using the said airport, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft; and Grantee, its successors and assigns, as part of the avigation easement hereby granted, may cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said airspace or landing at, taking off from or operating on the Willow Run Airport.

The aforesaid covenants and agreements shall run with the land of the Grantor, as hereinabove described, for the benefit of the Grantee, and its successors and assigns in the ownership and operation of the aforesaid Willow Run Airport.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hand and seal the day and year first above written.

Witnesses:

Eric J. Johnson
Eric J. Johnson

Alfred A. Sullivan
Alfred A. Sullivan

Helen M. Meier
Helen M. Meier

Elizabeth R. Mosier
Elizabeth R. Mosier

FORD MOTOR COMPANY

By C. F. Donnelly
C. F. DONNELLY ASSISTANT SECRETARY

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By W. K. Pierpont
W. K. PIERPONT, VICE-PRESIDENT

rafted by

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

On this 12th day of April, 1965, before me, a Notary Public, appeared C. F. DONNELLY, to me personally known, who being by me sworn, did say that he is ~~an~~ the Assistant Secretary of Ford Motor Company, the corporation named in and which executed the above Agreement, and that the seal affixed thereto is the corporate seal of said corporation and that such Agreement was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said C. F. Donnelly acknowledged such Agreement to be the free act and deed of said corporation.

Evan J. Johnson
Notary Public
Washtenaw County, Michigan
My Commission Expires: Oct. 2, 1965

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss

On this 6th day of April, 1965 before me, a Notary Public, appeared W. K. Pierpont to me personally known, who being by me sworn, did say that he is the Vice President of THE REGENTS OF THE UNIVERSITY OF MICHIGAN, the corporation named in and which executed the above Agreement, and that the seal affixed thereto is the corporate seal of said corporation and that such Agreement was signed and sealed on behalf of said corporation by authority of said corporation; and said W. K. Pierpont acknowledged such Agreement to be the free act and deed of said corporation.

Elizabeth R. Mosier
Notary Public
Washtenaw County, Michigan
My Commission Expires: Oct. 2, 1965



DETROIT-WILLOW RUN AIRPORT
EASEMENT DESCRIPTION
EXHIBIT "C"

L115632 PA 654

PARCEL 13-2B

An aviation easement in the East Half ($E \frac{1}{2}$) of the Northeast Quarter ($NE \frac{1}{4}$) of Section Thirteen (13) Township Three (3) South, Range Seven (7) East, Ypsilanti Township, Washtenaw County, Michigan, the boundaries of said easement being described as follows:

Commencing at a point South zero degrees and eighteen minutes East ($S 0^{\circ} 18' E$), along the East line of Section thirteen (13) Ypsilanti Township, Washtenaw County, Michigan, eight hundred fifty-four and fifty hundredths (854.50) feet from the Northeast corner of said Section thirteen (13). Said point of beginning being on the centerline of Runway 5L extended South forty-eight degrees seven minutes and thirty seconds West ($S 48^{\circ} 07' 30'' W$) nine hundred twenty-one and thirty-three hundredths (921.33) feet from the end of said runway.

Thence South zero degrees and eighteen minutes East ($S 0^{\circ} 18' E$) along the East line of Section thirteen (13), Ypsilanti Township, Washtenaw County, Michigan, six hundred forty-one and thirty-five hundredths (641.35) feet; thence South eighty-nine degrees and forty-two minutes West ($S 89^{\circ} 42' W$) one hundred and sixty-five (165.00) feet; thence South zero degrees and eighteen minutes East ($S 0^{\circ} 18' E$) one hundred seventy-six and eighty-two hundredths (176.82) feet; thence South forty-eight degrees seven minutes and thirty seconds West ($S 48^{\circ} 07' 30'' W$) forty and eighty-nine hundredths (40.89) feet; thence North forty-one degrees fifty-two minutes and thirty seconds West ($N 41^{\circ} 52' 30'' W$) four hundred sixty-one and sixty-four hundredths (461.64) feet; thence North forty-eight degrees forty-one minutes and fifty-three seconds East ($N 48^{\circ} 41' 53'' E$) two hundred sixty-nine and forty-three hundredths (269.43) feet; thence North forty-one degree fifty-two minutes and thirty

DETROIT-WILLOW RUN AIRPORT
EASEMENT DESCRIPTION
EXHIBIT "C"

L15632 PA655

PARCEL 13-2B

seconds West (N 41° 52' 30" W) four hundred ten and eighty-seven hundredths (410.87) feet; thence North forty-three degrees fifty minutes and nine seconds East (N 43° 50' 09" E) seven hundred eighty-two and five hundredths (782.05) feet; thence South nineteen degrees forty-one minutes and forty seconds East (S 19° 41' 40" E) seventy-eight and fifty-three hundredths (78.53) feet to the East line of said Section thirteen (13); thence South zero degrees and eighteen minutes East (S 0° 18' E) four hundred sixty-nine and ninety hundredths (469.90) feet along the East line of said Section thirteen (13) to the point of beginning, containing 10.5 acres more or less.

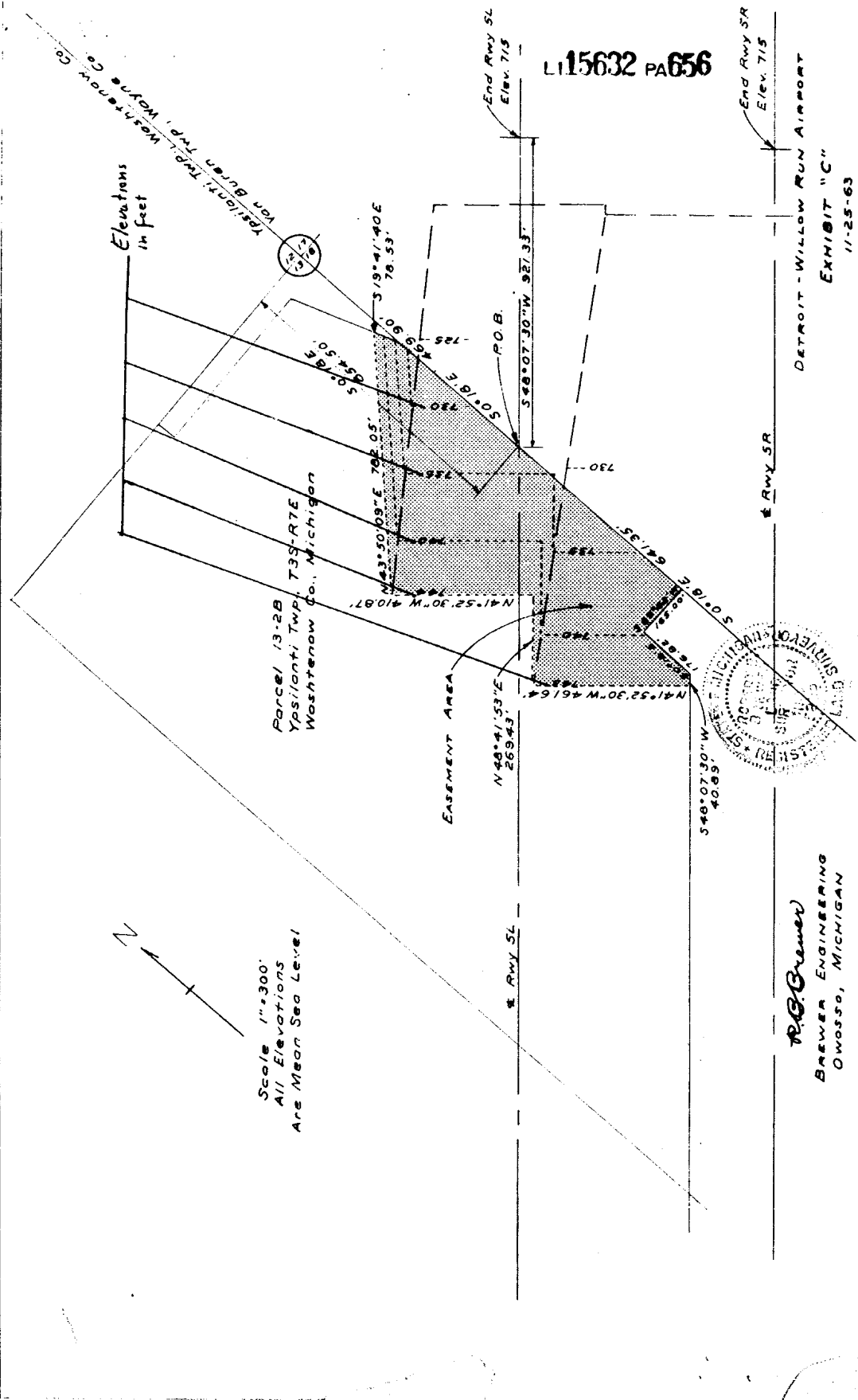
DESCRIPTION APPROVED
DATE 2-2-65 PEO. [Signature]

[Signature]

PLANT ENGINEERING OFFICE
FEBRUARY 2, 1965
AW:gjm

Page 2 of 2

LI 15632 PA 656



Elevations in feet

Scale 1"=300'
All Elevations
Are Mean Sea Level

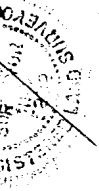
Parcel 13-2B
Ypsilanti Twp, 73S-R7E
Washenaw Co., Michigan

EASEMENT AREA

End Rwy SL
Elev. 715

End Rwy SR
Elev. 715

R. B. Brewer
BREWER ENGINEERING
OWOSSO, MICHIGAN



DETROIT-WILLOW RUN AIRPORT

EXHIBIT "C"
11-25-63

DETROIT-WILLOW RUN AIRPORT
EASEMENT DESCRIPTIONS
EXHIBIT "D"

LI15632 PA657

PARCEL 18E1

An avigation easement in the Northwest Quarter (NW $\frac{1}{4}$) of Section Eighteen (18) Township Three (3) South, Range Eight (8) East, Van Buren Township, Wayne County, Michigan, the boundaries of said easement being described as follows:

Beginning at a point on the west line of said Section Eighteen (18) distant South zero degrees twenty minutes and forty seconds East (S 0° 20' 40" E) three hundred eighty-one and thirty-one hundredths (381.31) feet from the northwest corner of Section Eighteen (18) and proceeding thence South zero degrees twenty minutes and forty seconds East (S 0° 20' 40" E) along said west line two hundred twenty-two and eighty-eight hundredths (222.88) feet; thence North seventy-six degrees forty-three minutes and fifty seconds East (N 76° 43' 50" E) seventy-four and thirty-two hundredths (74.32) feet; thence North nineteen degrees forty-one minutes and forty seconds West (N 19° 41' 40" W) two hundred eighteen and sixty hundredths (218.60) feet to the point of beginning, containing 0.19 acres more or less.

PARCEL 18F

An avigation easement in the Northwest Quarter (NW $\frac{1}{4}$) of Section Eighteen (18) Township Three (3) South, Range Eight (8) East, Van Buren Township, Wayne County, Michigan, the boundaries of said easement being described as follows:

Beginning at a point on the west line of said Section Eighteen (18) distant South zero degrees twenty minutes and forty seconds East (S 0° 20' 40" E) six hundred four and nineteen hundredths (604.19) feet from the northwest corner of Section Eighteen (18) and proceeding thence South zero degrees twenty minutes and forty seconds East (S 0° 20' 40" E) along said west line four hundred

DETROIT-WILLOW RUN AIRPORT
EASEMENT DESCRIPTIONS
EXHIBIT "D"

L15632 PA658

PARCEL 18F (Cont'd)

sixty-two (462.00) feet; thence North seventy-eight degrees thirty-nine minutes and zero seconds East (N $78^{\circ} 39' 00''$ E) two hundred twenty-nine and thirty-six hundredths (229.36) feet; thence North nineteen degrees forty-one minutes and forty seconds West (N $19^{\circ} 41' 40''$ W) four hundred sixty and eighty-seven hundredths (460.87) feet; thence South seventy-six degrees forty-three minutes and fifty seconds West (S $76^{\circ} 43' 50''$ W) seventy-four and thirty-two hundredths (74.32) feet to the point of beginning, containing 1.58 acres more or less.

PARCEL 18E2b1

An avigation easement in the Northwest Quarter (NW $\frac{1}{4}$) of Section Eighteen (18) Township Three (3) South, Range Eight (8) East, Van Buren Township, Wayne County, Michigan, the boundaries of said easement being described as follows:

Beginning at a point distant South zero degrees twenty minutes and forty seconds East (S $0^{\circ} 20' 40''$ E) three hundred eighty-one and thirty-one hundredths (381.31) feet and South nineteen degrees forty-one minutes and forty seconds East (S $19^{\circ} 41' 40''$ E) six hundred seventy-nine and forty-seven hundredths (679.47) feet from the northwest corner of Section Eighteen (18) and proceeding thence South nineteen degrees forty-one minutes and forty seconds East (S $19^{\circ} 41' 40''$ E) forty eight and eighty-five hundredths (48.85) feet; thence South thirty-nine degrees thirty-six minutes and thirty-eight seconds East (S $39^{\circ} 36' 38''$ E) forty-seven and seventy-eight hundredths (47.78) feet; thence South four degrees four minutes and forty seconds West (S $4^{\circ} 4' 40''$ W) one hundred eighty-nine and forty hundredths (189.40) feet; thence South forty-eight degrees seven minutes and thirty seconds West (S $48^{\circ} 7' 30''$ W) three hundred forty-five

DETROIT-WILLOW RUN AIRPORT
EASEMENT DESCRIPTIONS
EXHIBIT "D"

LI 15632 PA 659

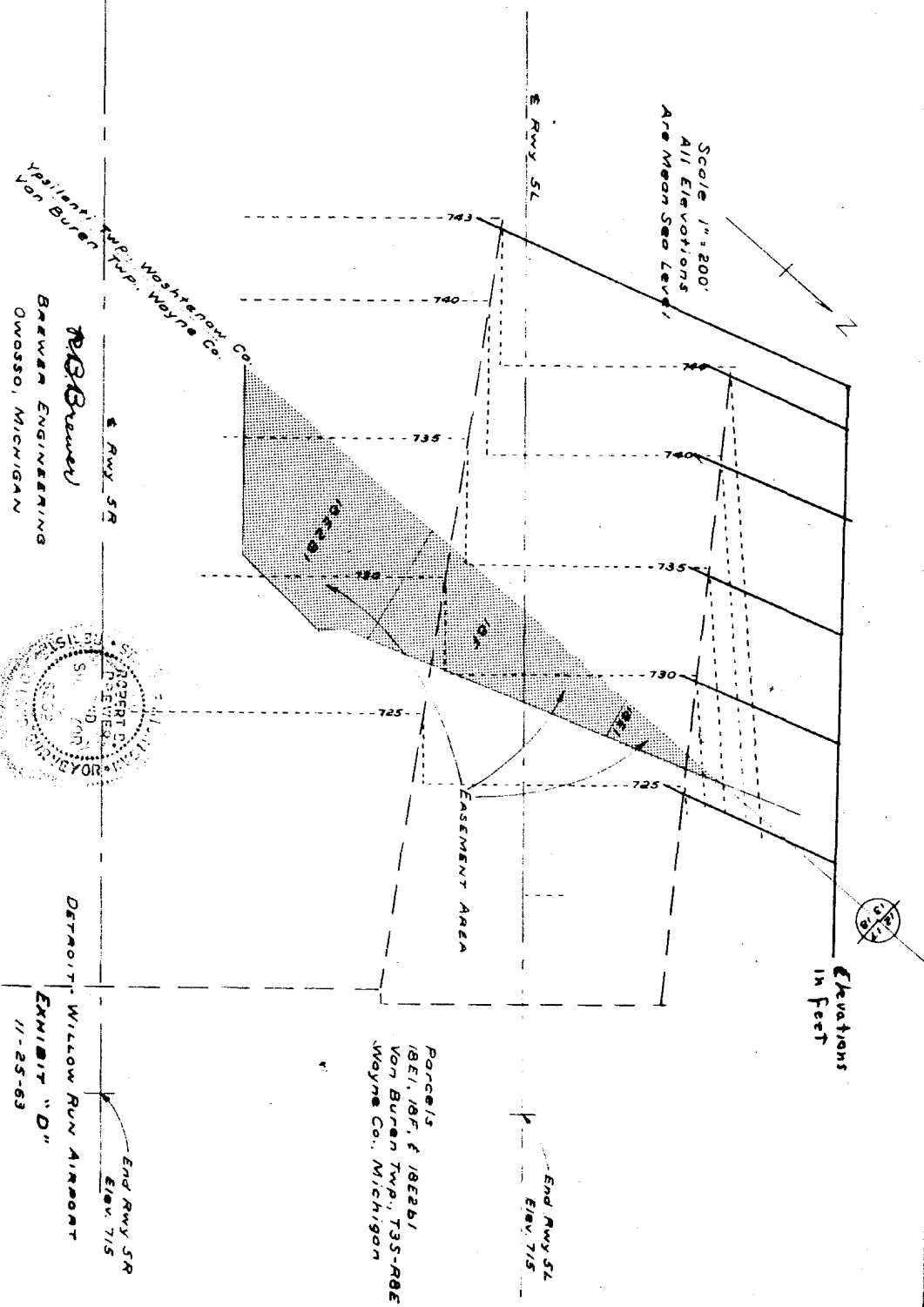
PARCEL 18E2b1 (Cont'd)

and twenty hundredths (345.20) feet; thence North zero degrees twenty minutes and forty seconds West (N 0° 20' 40" W) four hundred fifty-six and eighty-two hundredths (456.82) feet along the west line of Section Eighteen (18); thence North seventy-eight degrees thirty-nine minutes and zero seconds East (N 78° 39' 00" E) two hundred twenty-nine and thirty-six hundredths (229.36) feet to the point of beginning, containing 2.10 acres more or less.

DESCRIPTION APPROVED
DATE 2-2-65 PEO. [Signature]
aw

PLANT ENGINEERING OFFICE
FEBRUARY 2, 1965
AW:gjm

Page 3 of 3



DETROIT-WILLOW RUN AIRPORT
EASEMENT DESCRIPTION
EXHIBIT "E"

L15632 PA661

PARCEL 17B1a

An aviation easement in the Northwest Quarter (NW $\frac{1}{4}$) of Section Seventeen (17), Township Three (3) South, Range Eight (8) East, Van Buren Township, Wayne County, Michigan, the boundaries of said easement being described as follows:

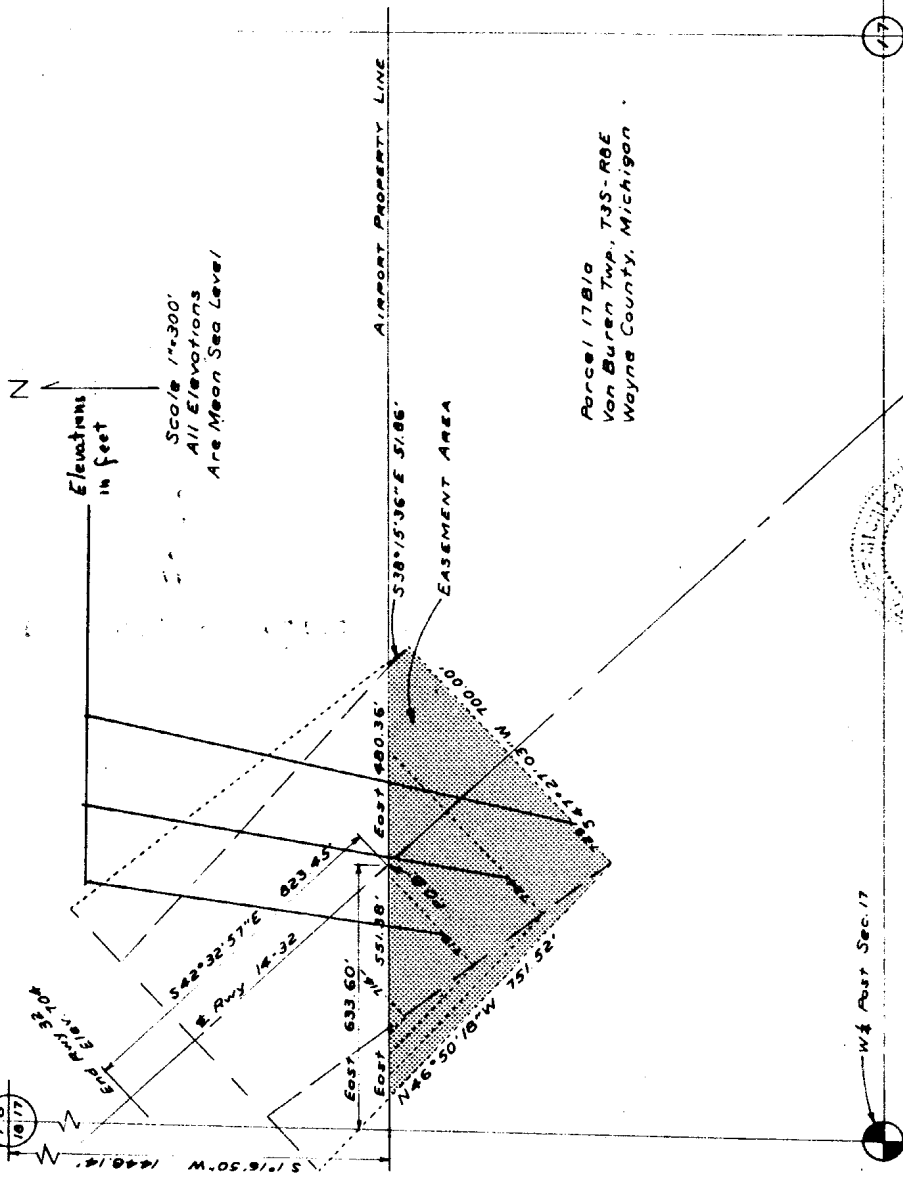
Commencing at a point South one degree sixteen minutes and fifty seconds West (S $1^{\circ} 16' 50''$ W) fourteen hundred forty-eight and fourteen hundredths (1448.14) feet; thence East (E) six hundred thirty-three and sixty hundredths (633.60) feet from the Northwest corner of Section seventeen (17), Van Buren Township, Wayne County, Michigan, said point of beginning being on the centerline of Runway 32 extended South forty-two degrees thirty-two minutes and fifty-seven seconds East (S $42^{\circ} 32' 57''$ E) eight hundred twenty-three and forty-five hundredths (823.45) feet from the end of said runway, thence East (E) four hundred eighty and thirty-six hundredths (480.36) feet; thence South thirty-eight degrees fifteen minutes and thirty-six seconds East (S $38^{\circ} 15' 36''$ E) fifty-one and eighty-six hundredths (51.86) feet; thence South forty-seven degrees twenty-seven minutes and three seconds West (S $47^{\circ} 27' 03''$ W) seven hundred (700.00) feet; thence North forty-six degrees fifty minutes and eighteen seconds West (N $46^{\circ} 50' 18''$ W) seven hundred fifty-one and fifty-two hundredths (751.52) feet; thence East (E) five hundred fifty-one and thirty-eight hundredths (551.38) feet to the point of beginning, containing 6.5 acres more or less.

DESCRIPTION APPROVED
DATE 2-2-65 PEO. *[Signature]*

PLANT ENGINEERING OFFICE
FEBRUARY 2, 1965
AW: gjm

LI 15632 PA 662

DETROIT-WILLOW RUN AIRPORT
EXHIBIT "E"
11-25-63



R. B. Brewer
 BREWER ENGINEERING
 OWosso, MICHIGAN

G176226

QUIT CLAIM DEED

LI19677PA279

KNOW ALL MEN BY THESE PRESENTS: That THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional body corporate, with offices located at 503 Thompson Street, Ann Arbor, Michigan 48109

Quit Claims to the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, a public body corporate, with offices located at 415 Clifford, Detroit, Michigan 48226

the following described premises situated in the Counties of Washtenaw and Wayne, and State of Michigan, to-wit:

PARCEL VI

Land in the N. W. 1/4 of Section 18, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, conveyed by the Ford Motor Company, a Delaware corporation, to The Regents of the University of Michigan, a constitutional corporation, by the deed recorded in Liber 10750 of Deeds on Page 366, Wayne County Records and described as follows: Beginning at the W. 1/4 corner of Section 18 and proceeding thence N. 0°18' W., 1125.35 feet along the West line of said section; thence N. 48°07'30" E., 345.20 feet; thence S. 4°04'40" W., 21.0 feet; thence S. 5°28' E., 202.23 feet; thence S. 6°59'20" E., 1030.14 feet; thence S. 33°35' E., 138.19 feet to a point on the E. and W. 1/4 line of said section; thence N. 89°30' W., 471.19 feet along said line to the point of beginning, containing

9.656 acres, more or less.

RECORDED MAR 15 1977 H. 929
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48228

NO REVENUE ATTACHED

NO REVENUE ATTACHED

Return to:
BOARD OF WAYNE COUNTY ROAD COMMISSIONERS
REAL ESTATE DIVISION
415 CLIFFORD
DETROIT, MICHIGAN 48226

1588-406
19677-279

G176226

DESCRIPTION O.K.
AB
ADMINISTRATIVE O.K.
MB
LEGAL O.K.
as to form
SB

LIBER 1588 PAGE 407
Washtenaw County.

LI19677PA280

PARCEL VII

Land in the N. E. 1/4 of Section 13, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, conveyed by the Ford Motor Company, a Delaware corporation, to the Regents of the University of Michigan, a constitutional corporation, by the deed recorded in Liber 559, of Deeds on Pages 442 and 443, Washtenaw County Records, and described as follows: Beginning at a point on the East line of Section 13, distant North 825 feet from the E. 1/4 corner of said section and proceeding thence North, 429 feet along the east line of said section; thence West, 165 feet; thence South parallel with the east section line 429 feet; thence East, 165 feet to the point of beginning, containing 1.625 acres, more or less.

PARCEL VIII

Land in the E. 1/2 of Section 13, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, conveyed by the Ford Motor Company, a Delaware corporation, to the Regents of the University of Michigan, a constitutional corporation, by the deed recorded in Liber 559, of Deeds on Pages 440 and 441, Washtenaw County Records, and described as follows: Beginning at the E. 1/4 corner of Section 13 and proceeding thence S. 0°18' E., 335.50 feet along the east line of said section; thence S. 89°00' W., 1328.83 feet to a point in the East line of Huron Dam Subdivision; thence N. 0°27'30" W., 393.71 feet along said east line and its northerly extension; thence N. 48°07'30" E., 1777.77 feet to the East line of said Section 13; thence S. 0°18' E., 1223.54 feet to the point of

VBSW

DESCRIPTION O.K.
RB
ADMINISTRATIVE O.K.
FORM O.K.
DATE 12/17/78

1588-407
19677-280

- 2 -

Return to:

BOARD OF WAYNE COUNTY ROAD COMMISSIONERS
REAL ESTATE DIVISION
415 CLIFFORD
DETROIT, MICHIGAN 48226

LI19677PA281

PARCEL VIII (Continued)

beginning, excepting therefrom that part of the previously described Parcel VII which lies within the above described Parcel VIII, said Parcel VII being described as follows: "Beginning at a point on the East line of Section 13, distant North, 825 feet from the E. 1/4 corner of said section and proceeding thence North 429 feet along the east line of the section; thence West, 165 feet; thence South parallel with the east section line 429 feet; thence East, 165 feet to the point of beginning," containing 28.544 acres, more or less.

350
DESCRIPTION O.K.
ADMINISTRATIVE O.K.
LEGAL O.K.

for the sum of One Dollar "M. S. A. 7. 456, Section 5(a)"

Dated this 31st day of January A. D., 1977.

Witnesses:

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

R. K. Daane
R. K. Daane

By R. W. Fleming
R. W. Fleming
President

Ruth R. Simonds
Ruth R. Simonds

By James F. Brinkerhoff
James F. Brinkerhoff
Vice President and
Chief Financial Officer

1588-408
19677-281

- 3 -

Return to:
BOARD OF WAYNE COUNTY ROAD COMMISSIONERS
REAL ESTATE DIVISION
415 CLIFFORD
DETROIT, MICHIGAN 48226

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

ss

LI19677PA282

On this 31st day of January, 1977, before me,
a Notary Public in and for said County, personally appeared R. W. Fleming
and James F. Brinkerhoff, to me personally known, who, being by me duly
sworn, did each for himself say that they are respectively the President
and Vice President/Chief Financial Officer of the Regents of the University
of Michigan, a constitutional body corporate, the corporation named in and
which executed the within instrument, and that the seal affixed to said
instrument is the corporate seal of said corporation, and that said instrument
was signed and sealed in behalf of said corporation by authority of its board
of directors; and said R. W. Fleming and James F. Brinkerhoff acknowledged
said instrument to be the free act and deed of said corporation.

Ruth R. Simonds
Notary Public, Washtenaw County,
Michigan
My Commission expires: 1-21-80

RUTH R. SIMONDS
Notary Public, Washtenaw County, Mich.
My Commission Expires 1-21-80

Drafted by: Frank A. O'Boyle
415 Clifford
Detroit, Michigan 48226

When recorded return to:
Wayne County Road Commission
415 Clifford
Detroit, Michigan 48226

RECEIVED
FOR RECORD

APR 6 12 19 PM '77

PATRICIA HEWKIRX HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH. - 4 -

1588-409
19677-282

G176227

1588 410
Washtenaw County
QUIT CLAIM DEED

LI 19677 PA 283

THIS INDENTURE, made this 31st day of January, 1977,

between THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional body corporate, with offices located at 503 Thompson Street, Ann Arbor, Michigan 48109, hereinafter called party of the first part, and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, a public body corporate, with offices located at 415 Clifford, Detroit, Michigan 48226, hereinafter called party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar, "M.S.A. 7.456, Section 5 (a)" and the assumption by party of the second part of all the obligations hereof and its agreement to take subject to all the reservations, restrictions and conditions set out herein, does by these presents remise, release and forever quit claim unto the said party of the second part and to its successors and assigns forever, subject to the reservations, restrictions, and conditions, exception and reservation of fissionable materials and right hereinafter set out, the following described property situate in the Counties of Washtenaw and Wayne, State of Michigan, to-wit:

G176227

PARCEL I Land in Van Buren Township, T. 3 S., R. 8 E., Wayne County, Michigan, lying in Sections 7, 8, 17 and 18 being the land conveyed by the Ford Motor Company to Defense Plant Corporation by Warranty Deeds recorded in Liber 6094, Deeds, Page 323; Liber 7223, Deeds, Page 291 and Liber 7478, Deeds, Page 572, and being further described as follows:

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That part of Sections 7, 8, 17 and 18 described as beginning at a point on the North line of Section 7,

RECORDED MAR 15 1977 AT 929
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

NO REVENUE ATTACHED

Return to:
BOARD OF WAYNE COUNTY ROAD COMMISSIONERS
REAL ESTATE DIVISION
415 CLIFFORD
DETROIT; MICHIGAN 48226

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DESCRIPTION O.K.
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LEGAL O.K.
[Signatures]

said point being distant, N. 87°34'10"E., 33.07 feet from the N.W. corner of said section; thence along the North line of said section, N. 87°34'10"E., 1273.48 feet; thence S. 2°25'50"E., 65.00 feet to the South line of Ecorse Road, as widened; thence along said line, N. 87°34'10"E., 475.01 feet to a point on a curve of 2442.01 foot radius; thence along the arc of said curve, which is concave to the North, a distance of 924.29 feet to a point of tangency, said point being S. 79°27'28"E., 922.97 feet from said point of curve thence N. 89°37'25"E., 2891.38 feet to the intersection of said South line of Ecorse Road with the East line of Section 7; thence along said line S. 1°35'10"W., 2467.94 feet to the E. 1/4 corner of Section 7; thence N. 89°25'20"E., 658.80 feet; thence due South, 2626.00 feet; thence due East, 1094.97 feet; thence due South, 1500.00 feet; thence due West, 1701.69 feet to the W. line of Section 17; thence continuing due West, 1324.06 feet; thence S. 1°44'15"W., 2146.81 feet; thence N. 89°40'00"W., 1653.80 feet; thence N. 89°17'15"W., 466.55 feet; thence N. 89°24'00"W., 1005.91 feet; thence N. 89°56'09" W., 260.88 feet to a point on the center line of Rawsonville Road, now closed; thence along said line, N. 15°16'43" E., 77.45 feet, and N. 4°57'02"W., 365.67 feet, and N. 33°33'20" W., 789.74 feet, and N. 6°59'20"W., 1030.14 feet, and N. 5°28'00"W., 202.23 feet, and N. 4°04'40"E., 210.40 feet; thence N. 39°36'38"W., 47.78 feet, thence N. 19°41'40"W., 728.33 feet to the West line of Section 18; thence along said line, N. 0°20'40"W., 381.31 feet to the

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Washtenaw County

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N. W. corner of Section 18; thence along the West line of Section 7, N. 0°02'00"E., 2564.42 feet to the W. 1/4 corner of Section 7; thence continuing along the West line of Section 7, N. 1°25'10" E., 1848.72 feet; thence N. 89°57'40"E., 193.19 feet; thence N. 0°02'20"W., 275.00 feet; thence S. 89°57'40"W., 153.16 feet; thence N. 1°25'10"E., 525.40 feet to the point of beginning, said parcel containing 1126.521 acres, more or less.

PARCEL II

Also land lying in Sections 8 and 17 above mentioned being the land conveyed to United States of America by Warranty Deeds recorded in Liber 5955, Deeds, Page 584; Liber 6427, Deeds, Page 577, and Page 579; Liber 6443, Deeds, Page 455 and Liber 6676, Deeds, Page 126, and being further described as follows:

Beginning at the N.E. corner of Section 17; thence along the East line of said section, S. 0°39'20"W., 1520.17 feet; thence due West, 3545.22 feet; thence due North, 1500.00 feet; thence due West, 1094.97 feet; thence due North, 2626.00 feet, thence S. 89°25'20"W., 658.80 feet to the W. 1/4 corner of Section 8; thence along the West line of said section, N. 1°35'10"E., 2467.94 feet to the South line of Ecorse Road, as widened; thence along said line, N. 89°37'25"E., 2646.51 feet to the N. and S. 1/4 line of Section 8; thence continuing along the South line of Ecorse Road, N. 89°37'25"E., 2657.85 feet to the East line of Section 8; thence along said line, S. 0°22'50"W., 2445.80 feet to the E. 1/4 corner of Section 8; thence continuing along the East line of Section 8, S. 0°53'00"W., 2654.94 feet to the point of beginning, excepting therefrom the

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parcel of land formerly leased to Packard Motor Car Company, which land is that part of Sections 8 and 17 described as follows:

Beginning at a point on the South line of Section 8; distant, S. 89°12'00"W., 1374.00 feet from the S.E. corner of said section; thence due South 35.00 feet; thence S. 89°12'00" W., 1458.00 feet; thence due North, 705.00 feet; thence N. 89°12'00" E., 1458.00 feet; thence due South 670.00 feet to the point of beginning, being 23.595 acres, more or less, (hereinafter called the "Packard Parcel").

Containing 686.219 acres, more or less.

PARCEL III

Also land in Ypsilanti Township, T. 3 S., R. 7 E., Washtenaw County, Michigan, lying in Section 12 and being part of the land conveyed by the Ford Motor Company to Defense Plant Corporation by Warranty Deed recorded in Liber 360, Deeds, Page 466 and being described as follows:

Beginning at the S.E. corner of Section 12; thence along the South line of said section, S. 87°46'05"W., 650.00 feet; thence N. 2°13'55"W., 43.63 feet; thence on a curve concave to the West radius 260.81 feet; central angle 146°28'12" (the chord of said curve bears N. 8°37'11"E., 499.44 feet), a distance of 666.73 feet; thence tangent to said curve, N. 64°36'55"W., 587.00 feet; thence on a curve tangent to last described line and concave to the North

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LEGAL O.K. as to form

radius 3306.76 feet, central angle $8^{\circ}03'00''$, a distance of 464.60 feet; thence tangent to said curve, N. $56^{\circ}33'55''$ W., 1888.63 feet; thence due West, 928.21 feet; thence N. $0^{\circ}03'30''$ W., 150.00 feet; thence N. $89^{\circ}59'40''$ E., 258.62 feet; thence N. $0^{\circ}18'58''$ E., 29.55 feet; thence N. $78^{\circ}02'40''$ E., 111.75 feet; thence S. $29^{\circ}31'47''$ E., 93.50 feet; thence S. $89^{\circ}55'54''$ E., 712.71 feet; thence N. $73^{\circ}53'36''$ E., 239.20 feet; thence due East, 1652.28 feet; thence N. $0^{\circ}08'45''$ E., 127.05 feet; thence due East, 648.73 feet; thence N. $0^{\circ}38'45''$ E., 16.44 feet; thence due East, 324.92 feet; thence due North 67.85 feet; thence due East, 47.12 feet; thence on a curve concave to the Northwest, (the chord of said curve bears N. $23^{\circ}32'07''$ E., 11.59 feet), radius 401.82 feet, central angle $1^{\circ}39'11''$, a distance of 11.59 feet; thence due North, 26.97 feet; thence due West, 51.75 feet; thence due North, 847.82 feet; thence N. $20^{\circ}35'45''$ W., 546.30 feet; thence N. $0^{\circ}02'10''$ E., 1317.98 feet, to the South side of Ecorse Road, 100.00 feet wide; said point being distant S. $87^{\circ}35'50''$ W., 292.05 feet from a point on the East line of Section 12, which point is distant, S. $1^{\circ}27'26''$ W., 50.11 feet from the N.E. corner of Section 12; thence N. $87^{\circ}35'50''$ E., 40.99 feet; thence S. $0^{\circ}00'35''$ W., 738.22 feet; thence N. $89^{\circ}59'56''$ E., 231.91 feet to the East line of Section 12; thence along said line S. $1^{\circ}27'26''$ W., 1848.45 feet to the E. 1/4 corner of said section; thence continuing along the East line of said section, S. $0^{\circ}02'43''$ W., 2561.38 feet to the point of beginning, containing 98.682 acres, more or less.

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PARCEL IV

Also land lying in Section 13, Ypsilanti Township, T. 3 S., R. 7 E., Washtenaw County, Michigan, being the land conveyed by the Ford Motor Company to Defense Plant Corporation by Warranty Deed recorded in Liber 391, Deeds, Page 178, and described as follows: Beginning at the N.E. corner of Section 13 and running thence along the Easterly line of said section, S. 0°02'00"W., 3.27 feet to the N.W. corner of Section 18, T. 3 S., R. 8 E., thence along the Easterly line of said Section 13, S. 0°20'40"E., 381.31 feet; thence N. 19°41'40"W., 340.04 feet; thence S. 87°46'10"W., 535.27 feet; thence N. 2°13'50"W., 60.00 feet to the Northerly line of said Section 13; thence along said line, N. 87°46'10"E., 650.00 feet to the point of beginning, containing 1.314 acres, more or less.

PARCEL V

Also land lying in the Southwest 1/4 of Section 9, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, described as beginning at a point on the west line of Section 9, distant N. 0°53' E., 2074.81 feet from the Southwest corner of said section; thence along the west line of said section, North 0°53' East, 554.94 feet; thence S. 89°08' E., 1182.88 feet; thence S. 0°53' W., 554.94 feet; thence N. 89°08' W., 1182.88 feet to the point of beginning, containing 15.0695 acres, more or less.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS I and III, three parcels conveyed by The Regents of The University of Michigan, a constitutional body corporate of the State of Michigan, to the General Motors Corporation, a Delaware Corporation, by Quit Claim Deeds, recorded in Liber 14650 of Deeds, Pages 136 through 139,

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Washtenaw County

Wayne County Records, and Liber 975 of Deeds, Pages 556 through 559, Washtenaw County Records, and described as follows:

Parcel "A"

That part of the E. 1/2 of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, and the W. 1/2 of Section 7, T. 3 S., R. 8 E., Wayne County, Michigan, described as: Beginning at a point on the south line of Ecorse Road, as originally laid out, said point being distant S. 1°27'26"W., 50.11 feet along the east line of Section 12 and S. 87°35'50"W., 251.06 feet along said south line of Ecorse Road from the N.E. corner of Section 12 and proceeding thence S. 0°00'35"W., 1272.93 feet; thence S. 24°17'05"E., 741.25 feet; thence south 768.31 feet; thence S. 41°23'40"W., 225.25 feet; thence S. 64°28'25"W., 125.00 feet; thence north 40.00 feet; thence N. 75°54'30"W., 404.79 feet; thence east 175.00 feet; thence N. 0°38'45"E., 16.44 feet; thence east 324.92 feet parallel with and 1.0 foot south of the south face of the former Willow Run Bomber Plant Building to a point 1.0 foot east of the southeast corner of said building; thence north 67.85 feet parallel with and 1.0 foot east of the east face of said building; thence east 47.12 feet; thence northeasterly 11.96 feet in the arc of a circular curve concave to the northwest, radius 401.82 feet and chord bearing N. 22°46'20"E., 11.96 feet; thence north 26.97 feet; thence west 51.75 feet to a point 1.0 foot east of the east face of said building; thence north 847.82 feet parallel with and 1.0 foot east of the east face of said

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building; thence N. 20°35'45"W., 546.30 feet; thence N. 0°02'10"E., 1317.98 feet to the southerly line of Ecorse Road; thence N. 87°35'50"E., 40.99 feet along the southerly line of Ecorse Road to the place of beginning, containing 5.973 acres of land, more or less.

PARCEL "B"

That part of the S. 1/2 of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, described as: Beginning at a point which is distant S. 0°02'43"W., 342.18 feet along the East line of Section 12 and West, 1008.29 feet from the E. 1/4 corner of Section 12 and proceeding thence S. 0°08'45"W., 116.22 feet; thence S. 77°57'35"W. 502.15 feet; thence South 24.27 feet; thence West 1059.88 feet; thence N. 87°23'00"W. 70.12 feet; thence N. 80°44'00" W., 75.00 feet; thence N. 75°32'00"W. 172.85 feet; thence N. 56°33'55" W., 215.23 feet; thence S. 89°55' 54"E. 160.10 feet; thence N. 73°53'36" E. 239.20 feet; thence east 1652.28 feet to the place of beginning, containing 9.496 acres of land, more or less.

PARCEL "C"

That part of the S.W. 1/4 of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan described as: Beginning at a point which is distant S. 0°02'43"W., 407.71 feet along the East line of Section 12 and West, 3603.05 feet from the E. 1/4 corner of said section and proceeding thence N. 89°55'54"W. 414.17 feet; thence N. 0°03'30"W., 28.13 feet; thence N. 89°59'40"E. 258.62 feet; thence N. 0°18'58"E. 29.55 feet; thence N. 78°02'40"E., 111.75 feet; thence S. 29°31'47"E. 93.50 feet to the place

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of beginning, containing 0.386 acre of land,
more or less.

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The combined acres of Parcels I through
V being 1927.8055 acres, more or less, and of
the excepted Parcels "A", "B" and "C" being
15.855 acres, more or less, leaving a net area
of this conveyance 1911.9505 acres, more or less.

Together with all and singular the hereditaments and appurtenances there-
unto belonging or in anywise appertaining; and together with:

(1) all avigation easements appertaining to the above
described property and all other easements serving the above
property, including, but not limited to, those hereinafter
specifically described:

AVIGATION EASEMENT I

An easement, in Section 5, T.3 S., R.8 E., Van Buren
Township, Wayne County, Michigan, granted by the
General Motors Corporation to The Regents of The
University of Michigan, as recorded in Liber 17543, Deeds
on Pages 941 through 947, Wayne County Records, over the
East 1000 feet of the South 400 feet of a parcel of land which
is described as follows: The S. 1/2 of the S. 1/2 of the S.W.
1/4 of Section 5, except the East 5 acres thereof.

AVIGATION EASEMENT II

An easement, in Section 7, T.3 S., R.8 E., Van Buren
Township, Wayne County, Michigan, granted by Florence B.
Chapel and Robert T. Harrison and Martha J. Harrison,
husband and wife, to The Regents of The University of
Michigan, as recorded in Liber 14044, Deeds on Pages 595
through 597, Wayne County Records, which is described as
follows:

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That part of the N. W. 1/4 of Section 7 described as beginning at the N. W. Corner of Section 7 and proceeding thence S. 1°25'10"W., 799.13 feet along the W. section line; thence N. 89°57'40"E., 193.19 feet; thence N. 0°02'20"W., 275.00 feet; thence S. 89°57'40"W., 153.16 feet; thence N. 1°25'10"E., 525.40 feet; thence S. 87°34'10"W., 33.07 feet along the N. section line to the point of beginning, containing 1.60 acres, more or less.

AVIGATION EASEMENT III

An easement in the N. E. 1/4 of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, granted by Joseph M. Sesi and Catherine Sesi, husband and wife, to The Regents of The University of Michigan, as recorded in Liber 885, Deeds on Pages 169 through 171, Washtenaw County Records, on and over three parcels of land which are described as follows:

Parcel 1 - Beginning at the point of intersection of the E.

line of Section 12 and the southerly line of Ecorse Road, 100 feet wide, said point being distant S. 1°25'10"W., 50.11 feet from the N. W. Corner of Section 7, T. 3 S., R. 8 E., and proceeding thence along said east line S. 1°25'10"W., 749.02 feet; thence S. 89°57'40"W., 231.82 feet; thence N. 0°02'20"W., 275 feet; thence N. 89°57'40"E., 205.83 feet; thence N. 1°25'10"E., 472.53 feet to the southerly line of said Ecorse Road; thence along said southerly line N. 87°34'00"E., 33.07 feet to the point of beginning, containing 1.845 acres, more or less.

Parcel 2 - Beginning at a point which is distant S. 1°27'26"

W., 50.11 feet, S. 87°35'50"W., 33.08 feet and S.

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1588 PART 420

Washtenaw County

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1°27'26"W., 351.40 feet, parallel to the E. line of Section 12, from the N.E. Corner of said section and proceeding thence S.1°27'26"W., 121.11 feet; thence S.89°59'56"W., 205.83 feet; thence N.0°00'35"E., 121.20 feet; thence S.89°57'56"E., 208.89 feet to the point of beginning, containing 0.577 acre, more or less.

Parcel 3 - Beginning at a point which is distant S.1°27'26"W., 50.11 feet along the E. line of Section 12 and S.87°35'50"W., 33.08 feet from the N.E. Corner of said section and proceeding thence along a line 33.08 feet west of and parallel to the east section line S. 1°27'26"W., 351.40 feet; thence N.89°57'56"W., 208.89 feet; thence N.0°00'35"E., 342.01 feet to the south line of Ecorse Road; thence along said south line, which is 50.00 feet south of and parallel to the N. line of Section 12, N.87°35'50"E., 217.98 feet to the point of beginning, containing 1.6973 acres, more or less.

AVIGATION EASEMENT IV

An easement in the W. 1/2 of Section 7, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan and the E. 1/2 of Section 12, T.3 S., R.7 E., Ypsilanti Township, Washtenaw County, Michigan, retained by The Regents of The University of Michigan on and over a parcel of land conveyed by said Regents to the General Motors Corporation by a quit claim deed recorded in Liber 14650, Deeds on Pages 136 through 139, Wayne County Records and in Liber 975, Deeds on Pages 556 through 559, Washtenaw County Records, said parcel being described as follows:

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Beginning at a point distant S.1°27'26"W., 50.11 feet along the E. line of Section 12 and S.87°35'50"W., 251.06 feet along the southerly line of Ecorse Road, as originally laid out, from the N.E. Corner of Section 12 and proceeding thence S.0°00'35"W., 1272.93 feet; thence S.24°17'05"E., 741.25 feet; thence South, 768.31 feet; thence S.41°23'40"W., 225.25 feet; thence S.64°28'25"W., 125.00 feet; thence North, 40.00 feet; thence N.75°54'30"W., 404.79 feet; thence East 175.00 feet; thence N.0°38'45"E., 16.44 feet; thence East, 324.92 feet on a line 1.0 foot south of and parallel to the south face of the former Willow Run Bomber Plant Building to a point 1.0 foot east of the east face of said building; thence North, 67.85 feet on a line 1.0 foot east of and parallel to the east face of said building; thence East, 47.12 feet; thence Northeasterly 11.96 feet along the arc of a circular curve concave to the northwest, radius 401.82 feet and chord bearing N.22°46'20"E., 11.96 feet; thence North, 26.97 feet; thence West, 51.75 feet to a point 1.0 foot east of the east face of the aforesaid building; thence North, 847.82 feet on a line 1.0 foot east of and parallel to the said east face of the building; thence N.20°35'45"W., 546.30 feet; thence N.0°02'10"E., 1317.98 feet to the southerly line of Ecorse Road; thence along said southerly line N.87°35'50"E., 40.99 feet to the point of beginning, containing 5.973 acres, more or less.

AVIGATION EASEMENT V

An easement in the S. 1/2 of Section 12, T.3 S., R.7 E., Ypsilanti Township, Washtenaw County, Michigan retained by The Regents of The University of Michigan on and over a

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Washtenaw County

parcel of land conveyed by said Regents to the General Motors Corporation by a quit claim deed recorded in Liber 975, Deeds on Pages 556 through 559, Washtenaw County Records, said parcel being described as follows:

Beginning at a point distant S. 0°02'43"W., 342.18 feet along the E. line of Section 12 and West 1008.28 feet from the E. 1/4 corner of Section 12 and proceeding thence S. 0°08'45"W., 116.22 feet; thence S. 77°57'35"W., 502.15 feet; thence South, 24.27 feet; thence West, 1059.88 feet; thence N. 87°23'00"W., 70.12 feet; thence N. 80°44'00"W., 75.00 feet; thence N. 75°32'00"W., 172.85 feet; thence N. 56°33'55"W., 215.23 feet; thence S. 89°55'54"E., 160.10 feet; thence N. 73°53'36"E., 239.20 feet; thence East, 1652.28 feet to the point of beginning, containing 9.496 acres, more or less.

AVIGATION EASEMENT VI

An easement in Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, retained by The Regents of The University of Michigan over a parcel of land conveyed by said Regents to General Motors Corporation by a quit claim deed recorded in Liber 975, Deeds on Pages 556 through 559, Wayne County Records, over a parcel of land which is described as follows: Commencing at the E. 1/4 corner of Section 12, thence S. 0°02'43"W., 407.71 feet along the east line of said section; thence West 3603.03 feet to the point of beginning and proceeding thence N. 89°55'54"W., 414.17 feet; thence N. 0°03'30"W., 28.13 feet; thence N. 89°59'40"E., 258.62 feet; thence N. 0°18'58"E., 29.55 feet; thence N. 78°02'40"E., 111.75 feet; thence S. 29°31'47"E., 93.50 feet to the point of beginning, containing 0.386 acre more or less.

DESCRIPTION O.K.
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Washtenaw County

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AVIGATION EASEMENT VII

An easement, in the S. E. 1/4 of Section 11, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, retained by The Reconstruction Finance Corporation in the Quit Claim Deed to Arvin Purcell and Lois Purcell, his wife, recorded in Liber 775, Deeds on Pages 570 through 573, Washtenaw County Records, over the parcel of land which is described as follows: Beginning at a point on the South line of Section 11, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, distant N. 88° 53' 30" W., 33.02 feet from the Southeast corner of said Section 11 and proceeding thence N. 0° 18' 40" E., 1428.80 feet to a point; thence N. 89° 41' 20" W., 2.73 feet to a point of curvature of a curve to the left of 2209.35 feet Radius; thence along the arc of said curve 775.08 feet to a point, said point being N. 10° 06' 30" W., 770.88 feet from point of curvature; thence N. 20° 09' 20" W., 91.82 feet to a point, thence N. 89° 24' 40" W., 525.68 feet to a point; thence S. 0° 18' 40" W., 2265.79 feet to a point on the South line of said Section 11, thence along the South line of Section 11, S. 88° 53' 30" E., 700.00 feet to the place of beginning, said parcel of land containing 35.20 acres more or less.

AVIGATION EASEMENT VIII

An easement in Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan retained by the Reconstruction Finance Corporation in the Quit Claim Deed to the Township of Ypsilanti recorded in Liber 528 Deeds on Pages 520 through 546 inclusive, Washtenaw County Records over a parcel of land which is described as follows:

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DESCRIPTION O.K.
ADMINISTRATIVE O.K.
LEGAL O.K.
as to form

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Washtenaw County

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Beginning at a point on the South line of Section 12, distant S.87°46'05"W., 650.00 feet from the S.E. corner of Sec. 12 and proceeding thence S.87°46'05"W., 285.33 feet along the south line of Section 12; thence N.1°16'17"W., 60.01 feet; thence N.61°16'45"E., 232.01 feet to the approximate centerline of Willow Run Creek; thence along said centerline the following 14 courses viz N.4°51'50"E., 188.68 feet; N.45°40'10"W., 181.74 feet; N.82°54'10"W., 250.92 feet; S.83°10'55"W., 185.31 feet; N.74°06'15"W., 157.00 feet; N.86°11'10"W., 300.66 feet; N.42°09'05"W., 284.61 feet; N.16°47'55"W., 276.81 feet; N.44°03'10"W., 171.14 feet; N.54°59'50"W., 411.42 feet; N.66°19'45"W., 159.41 feet; N.49°51'00"W., 325.75 feet; N.51°59'20"W., 181.27 feet; and N.48°18'00"W., 140.67 feet; thence N.29°09'07"W., 224.42 feet to the boundary of land owned by the University of Michigan; thence along said boundary line Due East 122.46 feet and S.56°33'55"E., 1888.63 feet and continuing on a curve tangent to the last described line and concave to the N.E. radius 3306.76 feet, central angle 8°03'00" a distance of 464.60, and continuing on a line tangent to the last described curve S.64°36'55"E., 587.00 feet and continuing on a curve tangent to the last described line and concave to the West radius 260.81 feet central angle 146°28'12", a distance of 666.73 feet and continuing S.02°13'55"E., 43.63 feet to the point of beginning, containing 22.1502 acres.

AVIGATION EASEMENT IX

An easement in the south 1/2 of Section 12, T.3 S., R.7 E., Ypsilanti Township, Washtenaw County, Michigan, retained by the Reconstruction Finance Corporation in the Quit Claim

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Deed to Ypsilanti Township as recorded in Liber 528, Deeds on Pages 520 through 547 inclusive, Washtenaw County Records, over a parcel of land which is described as follows: Beginning at a point on the S. line of Section 12, T. 3 S., R. 7 E., distant S. 87°46'05"W., 935.33' from the S.E. corner of Sec. 12; thence along the S. line of Sec. 12, S. 87°46'05"W., 581.77'; thence N. 2°13'55"W., 258.89'; thence N. 72°21'05"W., 297.91'; thence N. 48°04'53"W., 618.94'; thence due N. 200.51'; thence N. 50°15'20"W., 1482.02'; thence due N. 180.82' to a point on the boundary of land owned by the University of Michigan; thence along the boundary of said University of Michigan property due E. 200.37'; thence S. 29°09'07"E., 224.42' to a point on the approximate center line of Willow Run Creek; thence along the approximate center line of Willow Run Creek, S. 48°18'00"E., 140.67', and S. 51°59'20"E., 181.27', and S. 49°51'00"E., 325.75', and S. 66°19'45"E., 159.41', and S. 54°59'50"E., 411.42', and S. 44°03'10"E., 171.14', and S. 16°47'55"E., 276.81', and S. 42°09'05"E., 284.61', and S. 86°11'10"E., 300.66', and S. 74°06'15"E., 157.00', and N. 83°10'55"E., 185.31', and S. 82°54'10"E., 250.92', and S. 45°40'10"E., 181.74', and S. 4°51'50"W., 188.68', thence leaving the approximate center line of Willow Run Creek on a course S. 61°16'45" W., 232.01', thence S. 1°16'17"E., 60.01' to the point of beginning, containing 22.5198 acres.

AVIGATION EASEMENT X

An easement, in N.E. 1/4 of Section 13, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County and in N.W. 1/4 of Section 18, T. 3 S., R. 8 E., Van Buren Township, Wayne

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LIBER 1588 PAGE 426

Washtenaw County

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County, both in Michigan, granted by Ford Motor Company to The Regents of the University of Michigan as recorded in Liber 15632, Deeds on Pages 650 through 662, Wayne County Records and also in Liber 1111, Deeds on Pages 292 through 304, Washtenaw County Records, over the parcel of land which is described as follows: Beginning at a point distant S.0°18'E., 384.60 feet from the N.E. corner of Section 13 and proceeding thence N.19°41'40"W., 78.53 feet; thence S.43°50'09"W., 782.05 feet; thence S.41°52'30"E., 410.87 feet; thence S.48°41'53"W., 269.43 feet; thence S.41°52'30"E., 461.64 feet; thence N.48°07'30"E., 40.89 feet; thence N.0°18'W., 176.82 feet; thence N.89°42'E., 165.00 feet to the west line of said Section 18; thence S.0°18'E., 30.46 feet along said west line of Section 18; thence N.48°07'30"E., 345.20 feet; thence N.4°04'40"E., 189.40 feet; thence N.39°36'38"W., 47.78 feet; thence N.19°41'40"W., 728.32 feet to a point on the west line of Section 18 and the point of beginning, containing 14.37 acres more or less.

AVIGATION EASEMENT XI

An easement, in N.W. 1/4 of Section 17, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan, granted by Ford Motor Company to The Regents of the University of Michigan, as recorded in Liber 15632, Deeds on Pages 650 through 662, Wayne County Records and also recorded in Liber 1111, Deeds on Pages 292 through 304, Washtenaw County Records, over a parcel of land which is described as follows: Beginning at a point distant S.1°16'50"W., 1448.14 feet and East 633.60 feet from the N.W. corner of Section 17 said point being S.42°32'57"E., 823.45 feet from

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the end of Runway 32 and proceeding thence East 480.36 feet; thence S. 38°15'36"E., 51.86 feet; thence S. 47°27'03"W., 700.00 feet; thence N. 46°50'18"W., 751.52 feet; thence East 551.38 feet to the point of beginning.

AVIGATION EASEMENT XII

An easement, in Section 17, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, reserved by The Regents of The University of Michigan in the Quit Claim deed to the Ford Motor Company recorded in Liber 15676, Deeds, on Pages 19 and 20, Wayne County Records, over a parcel of land which is described as follows:

"The north fifteen acres of the following described parcel of land: The east half of the east half of the east half of the southwest quarter of Section 17, containing 20 acres of land more or less; and the west one-eighth part of the west half of the southeast quarter of section 17, aforesaid being bounded as follows, to-wit: Commencing at the south quarter post of said section running thence northerly upon the quarter line of the center of said section; thence north 87 degrees east 2 chains and 44 links; thence southerly parallel with said quarter line to the south line of said section; thence 2 chains and 47 links to the place of beginning, containing 10 acres of land more or less all being in town 3 south range 8 east."

AVIGATION EASEMENT XIII

An easement in the S.W. 1/4 of Section 24, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, retained by the Reconstruction Finance Corporation in the quit claim deed to the Township of Ypsilanti, recorded in Liber 528 on

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Washtenaw County

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pages 520 through 546, Washtenaw County Records, over a parcel of land which is described as follows: Beginning at a point on the easterly line of Bridge Road, 66 feet wide, said point being distant N. 86° 51' 50" E., 1255.88 feet, S. 0° 20' 50" W., 1339.96 feet, S. 0° 19' 00" W., 2129.23 feet and S. 89° 41' 00" E., 33.00 feet from the N.W. Corner of Section 24 and proceeding thence S. 89° 41' 00" E., 567.00 feet; thence S. 0° 19' 00" W., 369.76 feet; thence S. 75° 44' 20" W., 418.80 feet; thence N. 89° 41' 00" W., 171.68 feet to the easterly line of Bridge Road, 46.00 feet wide; thence N. 0° 19' 00" E., 447.75 feet along said line; thence S. 89° 41' 00" E., 10.00 feet to the easterly line of Bridge Road, 66.00 feet wide; thence N. 0° 19' 00" E., 27.25 feet to the point of beginning, containing 5.796 acres, more or less.

AVIGATION EASEMENT XIV

An easement in Section 7, T. 4 S., R. 7 E., Augusta Township, Washtenaw County, Michigan, retained by The Regents of the University of Michigan in the Quit Claim Deed to the Township of Augusta, recorded in Liber 1530, Deeds on Pages 886 and 887, Washtenaw County Records, over a parcel of land which is described as follows:

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Washtenaw County

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Beginning at a point on the N. line of Sec. 7, distant S. 88°03'00"W., 2013.25 feet from the N.E. corner of said section, thence S. 3°47'30"W., 455.92 feet; thence S. 88°03'45"W., 404.27 feet; thence N. 3°46'45"E., 455.64 feet to the N. line of Sec. 7; thence along said north line N. 88°03'00"E., 404.21 feet to the point of beginning, containing 4.209 acres, more or less.

(2) the exclusive right to store coal on a certain part of adjacent land owned by party of the first part and more particularly described as follows:

Land in the S.W. 1/4 of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan; which is described as follows: Beginning at a point on the South line of Section 12 distant S. 87° 29'20"W., 1264.21' from the S. 1/4 corner of Sec. 12; thence N. 0°20'10"E., 85.82' to the beginning of the center line of a certain railroad track; thence continuing N. 0°20'10"E., along said center line 334.18'; thence N. 87°29'20"E., 68.58'; thence S. 0°20'10"W., 420.00' to the south line of Section 12; thence along said line, S. 87°29'20"W., 68.58' to the point of beginning, being subject to the rights of the public in Tyler Road.

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BOARD OF WAYNE COUNTY ROAD COMMISSIONERS
REAL ESTATE DIVISION
415 CLIFFORD
DETROIT, MICHIGAN 48226
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Together with the right of ingress to and egress from said area over a certain railroad track, the center line of which is described as follows:

Beginning at the S. 1/4 corner of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, Michigan, and proceeding thence along the south line of Sec. 12, S. 87° 29' 20" W., 1264.21' to a point where the center line of a certain track (if extended southerly) intersects said Sec. line; thence along said center line of track extended N. 0° 20' 10" E., 85.82' to the beginning of said center line of track and the point of beginning of this description; thence along the center line of track the following courses and distances; N. 0° 20' 10" E., 1240.69'; thence on a tangent curve to the left, radius 912.31', central angle 7° 09' 10", a distance of 113.89'; thence tangent to said curve, N. 6° 49' 00" W., 232.50'; thence on a tangent curve to the right, radius 507.67', central angle 7° 09' 10", a distance of 63.38'; thence tangent to said curve, N. 0° 20' 10" E., 597.64'; thence on a tangent curve to the right, radius 593.21', central angle 16° 00', a distance of 165.66'; thence tangent to said curve, N. 16° 20' 10" E., 14.00'; thence on a tangent curve to the right, radius 512.00', central angle 7° 10' 15", a distance of 64.08'; thence tangent to said curve, N. 23° 30' 25" E., 64.15'; thence on a tangent curve to the left, radius 632.48', central angle 27° 57' 30", a distance of 308.63'; thence tangent to said curve, N. 4° 27' 05" W.,

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893.41' to the point where the center line of track crosses the West boundary of the General Motors property which point is distant, S.0°18'58"W.,

88.95' from the northwest corner of said property.

(3) the exclusive right to service, repair and make use of the three tank car unloading fixtures and the underground pipe lines leading to underground gasoline and oil storage facilities on the property hereby conveyed, such fixtures and lines being presently located on adjacent land owned by General Motors Corporation and commonly known as the Hydra-Matic Plant, together with a right of ingress to and egress from said fixtures and underground pipe lines over a certain railroad track, the center line of which is described as follows:

Beginning at the intersection of the center line of a certain railroad track with the West boundary of the General Motors property, said point being distant, S.0°18'58" W., 88.95' from the N.W. corner of said property, said point also being 3764.53' north of and 1232.81' west of the S. 1/4 corner of Sec. 12, T.3 S.; R.7 E., Ypsilanti Township, Washtenaw County, Michigan, and proceeding thence along said center line of track the following courses and distances: S.4°27'05"E., 696.08'; thence on a tangent curve to the left, radius 521.67' central angle 7°05'10", a distance of 64.52'; thence tangent to said curve, S.11°32'15"E., 5.12'; thence on a tangent curve to the left, radius 425.00', central angle 23°10'42", a distance of 171.93' to a point of compound curves; thence on a curve to the left and tangent to last described curve, radius 500.00' central angle 36°27'38", a distance of 318.18'; thence tangent to said curve, S.71°10'35"E.,

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94.77'; thence on a tangent curve to the left, radius 489.60', central angle 15°35'30", a distance of 133.23'; thence tangent to said curve, S.86°46'05"E., 16.55'; thence on a tangent curve to the right, radius 753.23', central angle 3°46'45", a distance of 49.68'; thence tangent to said curve, S.82°59'20"E., 5.70'; thence on a tangent curve to the right, radius 484.55', central angle 7°05'00", a distance of 59.90'; thence tangent to said curve, S.75°54'20"E., 55.79'; thence on a tangent curve to the left, radius 355.09', central angle 6°58'45", a distance of 43.25'; thence tangent to said curve, S.82°53'05"E., 29.42'; thence on a tangent curve to the left, radius 464.00', central angle 7°06'30", a distance of 57.57'; thence tangent to said curve, due east 1928.77' to the end of said track, which point is 2554.54' north of and 1610.56' east of the S. 1/4 corner of Sec.12.

Together with the right of ingress to and egress from said tank car unloading facilities over the lands of the General Motors Corporation from and through a gate located on the Northerly boundary of the land hereby conveyed and South of and slightly West of said tank car unloading fixtures.

The right to use the railroad tracks, as required to reach and use the aforesaid coal storage area and three tank car unloading fixtures and underground pipe lines, is subject to payment to the Penn Central Transportation Company, its successors, assigns, nominees, or lessees, of a proportionate share of the cost of maintenance of such tracks upon a use basis;

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(4) the right of enjoyment, in common with others, of utility facilities presently located on adjacent land owned by General Motors Corporation, more commonly known as the Hydra-Matic Plant, to the end that within the limitations of said utility facilities, heat, light, water and sewage services shall continue to be available for use on the premises hereby conveyed, subject to payment to General Motors Corporation, or its successors, assigns, nominees or lessees, of the cost of such services plus a reasonable profit;

(5) Outfall Sewer Easement - An easement for the construction and maintenance of a 48-inch outfall sewer, in, over and across the N.E. 1/4 of section 17, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan, and being a strip of land 40 feet in width, lying 20 feet on each side of a line described as commencing at a point on the E-W 1/4 line of said Section 17, said point being 835.2 feet W'ly. along said line from the East 1/4 corner of said Section and running thence in a N.W'ly. direction at a deflection angle to the right of 52°53' with the aforesaid 1/4 line a distance of approximately 1310 feet to the S'ly. line of lands belonging to the University of Michigan, which easement is recorded in Liber 726 of Deeds, Page 235, and in Liber 7575 of Deeds, Page 372, Wayne County Records;

(6) Drainage Ditch Easement - An easement for the construction and maintenance of a drainage ditch, in, over and across the N.E. 1/4 of the S.E. 1/4 of Section 17, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan, and being a strip of land 50.0 feet in width, lying 25.00 feet on each side of a line described as commencing at a point on the E-W 1/4 line of said Section 17, said point being 835.2 feet

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W'ly. along said line from the East 1/4 corner of said Section, and running thence in a S.E'ly. direction at a deflection angle to the left of 99°00' with the aforesaid 1/4 line a distance of approximately 1030 feet to the Leonard Drain.

Also granting herewith the right to deepen and slope the banks of said Leonard Drain across lands described as the N. 1287.0 feet of the E. 874.50 feet of the S.E. 1/4 of said Section 17.

Which easement is recorded in Liber 7261 of Deeds, Page 232 and Liber 7575 of Deeds, Page 372, Wayne County Records;

(7) Sanitary Sewer Easement - An easement of right of way for the construction, operation, maintenance, and use of a sanitary sewer, in, over, and upon land located in the N. 1/2 of Section 18, Van Buren Township, Wayne County, Michigan, more particularly described as follows:

Easements 15 feet in width and lying 5 feet on the N. side and 10 feet on the S. side of the following described lines:

1. Commencing at a point, which point is N. 89°11'50"W., 328.94 feet and S. 1°22'05"W., 1508.9 feet from the N. 1/4 post of Section 18, T.3 S., R.8 E., and running thence due W. 2336.36 feet; thence N. 0°57'10"E., 31.3 feet.

2. Commencing at a point, which point is S. 1°16'50"W., 1478.14 feet from the N.E. corner of Section 18, T.3 S., R.8 E., said course and distance being measured along the E. Section line and running thence due W., 3001.47 feet.

Together with the right of ingress and egress, for the purpose of constructing, operating, maintenance, use and removal of said force sewer line over, across, beneath and upon the land owned by the grantor which is hereinbefore described.

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An easement of right-of-way for the construction, operation, maintenance and use of a sanitary sewer in, over, and upon land located in the N.W. 1/4 of Section 17, Van Buren Township, Wayne County, Michigan, more particularly described as follows:

An easement 15 feet in width, lying 5 feet on the N. side and 10 feet on the S. side of the following described line: Commencing at a point, which point is 1478.14 feet S. 1°16'50" W, measured along Section line from the N.W. corner of Section 17, T.3 S., R.8 E., and running from said point due E. 1701.69 feet; thence N.46°38'00"E., 41.12 feet.

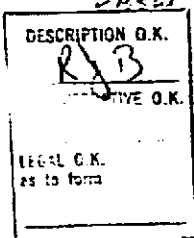
Which easements are recorded in Liber 7192 of Deeds, Page 249 and Liber 7192 of Deeds, Page 252, Wayne County Records; and

(8) Storm Sewer Easement - An easement for the construction, placement and maintenance of an 84 inch storm sewer in the N.W. 1/4 of the N.W. 1/4 of Section 18, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan, and described more particularly as being 40 feet in width, lying 20 feet on each side of a line described as commencing at a point on the centerline of Rawsonville Road, said point being S. 0° 36'30"E., 281.89 feet and S. 19°43'20" E., 825.89 feet from the N.W. corner of said Section 18 and running thence S. 57°48'40"W., 225.00 feet.

ALL OF THE ABOVE DESCRIBED PREMISES ARE SUBJECT TO THE FOLLOWING EASEMENTS:

An easement for the Detroit Edison Company power line, as presently extending S.W'ly. from Sub. Station No. 2, so called.

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An easement for the Detroit Edison Company power line, as presently extending S.W'ly. from Sub. Station No. 1, so called.

An easement for the 60" sewer, as presently extending S'ly. from the Manufacturing and Assembly Building, near the W'ly. end thereof.

Also the following easements and rights, appurtenant to the Packard Parcel:

Easement for power lines and poles:

Across part of the N.E. 1/4 of Sec. 17 and part of the S.E. 1/4 of Sec. 8, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan, and described as being 20.00' in width, lying 10.00' on each side of a line described as beginning at a point on the west side of Beck Road (66.00' wide), said point being distant, S. 0°39'50"W., 76.03' and S. 89°12'W., 33.01' from the N.E. corner of Sec. 17, and proceeding thence S. 89°12'W., 943.59', and N. 0°48'W., 108.00', and S. 89°12'W., 395.00' to the East line of the Packard Parcel.

All necessary rights and easements to permit the continued use of the sanitary sewer system, the water system; and all other utilities presently serving the Packard Parcel.

Easement for use of poles and telephone lines and easements for overhead and underground lines:

Across part of the S.E. 1/4 of Sec. 8, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan, and described as being 20.00' in width,

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lying 10.00' on each side of a line described as beginning at a point on the north line of the Packard Parcel; said point being distant, S. 89°12'W., 1374.00' and due North, 670.00', and S. 89°12'W., 950.54' from the S.E. corner of Sec. 8; and proceeding thence N. 9°11'W., 112.22' to the point of ending.

Easement for roadway purposes across part of former Tyler Road (now abandoned) described as follows:

Part of the S.E. 1/4 of Sec. 8 and part of the N.E. 1/4 of Sec. 17, T.3 S., R.8 E., Van Buren Township, Wayne County, Michigan, and described as being 66.00' in width, lying 33.00' on each side of the section line between Sections 8 & 17 and extending from the west line of Beck Road (66.00' wide), S. 89°12'W., 1340.99' to the east line of the Packard Parcel.

All necessary rights and easements to permit the continued use of the present storm sewer and the present sanitary sewerage overflow line now used by the Packard Parcel.

All easements of record and existing easements for roads, highways, public utilities, railways and pipe lines.

And further excepting from this conveyance and reserving to the United States of America, in accordance with Executive Order 9908, approved on December 5, 1947, (12 Fed. Reg. 8223) all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States together with the right of the United States through its

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authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

This transfer is further subject to a reservation by the United States of America, for itself, its assigns, and lessees, of a perpetual easement for a spur track and fence over the following described land:

Part of Sec. 7, T. 3 S., R. 8 E., Van Buren Township, Wayne County, Michigan, and part of Sec. 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw Co., Michigan, being further described as beginning at the most N.E'ly. corner

BSW
 DESCRIPTION O.K.
 RB
 ADMINISTRATIVE O.K.
 O.K.

1588 439
Washtenaw County

LI 19677-312

of land presently owned by General Motors Corporation, said point being on the S'ly. line of Ecorse Road, 100.00' wide, and distant, S. 87°35'50" W., 292.05' from a point on the E. line of Sec. 12, which point is distant, S. 1°27'26" W., 50.11' from the N.E. corner of Sec. 12; thence along said S. line of Ecorse Road, N. 87°35'50" E., 40.99'; thence S. 0°00'35"W., 1272.93' thence S. 21°22'14"E., 725.32'; thence due South, 602.78'; thence on a curve tangent to last described line and concave to the N.W., radius 432.62', central angle 90°, a distance of 679.56' to a point hereinafter referred to as Point A; thence tangent to said curve due West, 168.55' to a point hereinafter referred to as point B (said Point B is the intersection of an extension N'ly. of the face of the W'ly. wall of Hangar No. 1, with an extension W'ly. of the face of the most N'ly. wall of said Hangar No. 1); thence S. 74°41'50"W., 888.41'; thence due West, 1488.14'; thence N. 55°59'39"W., 400.53' to a point on the S. line of the land now owned by General Motors Corporation; thence along the boundary of said leasehold, as same is marked on the ground by points set on a recent survey by said corporation, S. 89°55'54"E., 308.29'; and N. 73°53'36"E., 239.20', and due East, 1652.28', and N. 0°08'45"E., 127.05', and due East, 648.73', and N. 0°38'45"E., 16.44', and due East, 324.92', and due North, 67.85', and due East, 47.12', and thence on a curve concave to the N.W., (the chord of said curve bears N. 23°32'07"E., 11.59'), radius 401.82', central angle 1°39'11", a distance of 11.59'; and due North, 26.97', and due West, 51.75'; and due North, 847.82', and N. 20°35'45"W.,

- 30 -

1588-439
19677-312


BOARD OF WAYNE COUNTY ROAD COMMISSIONERS
REAL ESTATE DIVISION
415 CLIFFORD
MICHIGAN 48226

WBSW

DESCRIPTION O.K. R/B
ADMINISTRATIVE O.K.
LEGAL O.K. as to form

546.30', and N.0°02'10"E., 1317.98' to the point of
beginning, containing 21.593 acres, more or less.

VBSW

RECEIVED O.K.  ADMINISTRATIVE O.K.
LEGAL O.K. <small>as to form</small>

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, assumes the obligations of, covenants to abide by and agrees that the transfer of the property transferred by this instrument, is accepted subject to the restrictive covenants created in three (3) quit claim deeds between the United States of America and the Reconstruction Finance Corporation, as grantor, and The Regents of the University of Michigan, as grantee; the first deed is dated January 15, 1947, and recorded February 13, 1947, in Liber 446, Page 232, Washtenaw County Records and Liber 8465, Page 438, Wayne County Records; the second deed is dated December 24, 1947 and recorded May 27, 1948, in Liber 9285, Page 558, Wayne County Records; and the third deed is dated April 8, 1949, and recorded May 18, 1949, in Liber 9796, Page 301, Wayne County Records, except those restrictive covenants no longer applicable and specifically excepting the rights reserved and outlined in the lease between the Packard Motor Car Company and the Defense Plant Corporation, dated November 24, 1944, (Plancor 2294).

The grantee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the

Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the University of Michigan shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the University of Michigan and its assigns.

The grantee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the grantee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of the Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the University of Michigan shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the University of Michigan and its assigns.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

Witnesses:

R. K. Daane By
R. K. Daane

R. W. Fleming
R. W. Fleming
President

Ruth R. Simonds By
Ruth R. Simonds

James F. Brinkerhoff
James F. Brinkerhoff
Vice President and Chief
Financial Officer

Accepted:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF WAYNE, MICHIGAN

By *Michael Berry*
Chairman
Michael Berry

FAO:dp
1-27-77

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

LI19677PA316

On this 31st day of January, 1977, before me, a Notary Public in and for said County, personally appeared R. W. Fleming and James F. Brinkerhoff, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Vice President/Chief Financial Officer of The Regents of The University of Michigan, a constitutional body corporate, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said President and Vice President/Chief Financial Officer acknowledged said instrument to be the free act and deed of said corporation.

Ruth R. Simonds

Notary Public, Washtenaw County, Michigan
My Commission expires: 1-21-80

RUTH R. SIMONDS
Notary Public, Washtenaw County, Mich.
My Commission Expires 1-21-80

RECEIVED
FOR RECORD

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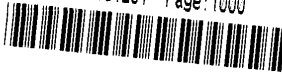
PATRICIA HEWAIRK HARDY
REGISTER OF DEEDS
WASHTENAW COUNTY, MICH.

Drafted By: Frank A. O'Boyle, Jr.
415 Clifford
Detroit, Michigan 48226

When recorded return to:
Wayne County Road Commission
415 Clifford
Detroit, Michigan 48226

2013 DEC 20 PM 1:00

Bernard J. Youngblood
Wayne County Register of Deeds
December 20, 2013 01:00 PM
Inst: 2013500240 QCD Pages: 4
Liber: 51231 Page: 1000



QUIT CLAIM DEED

Grantor, RACER Properties LLC, a Delaware limited liability company, whose address is 500 Woodward Avenue, Suite 1510, Detroit, Michigan 48226, quitclaims to Grantee, the Wayne County Airport Authority, a public body corporate, whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal Mezzanine, Detroit, Michigan 48242, the real property described as:

See attached Exhibit A (the "Property")

For the sum of ZERO Dollars (\$0.00).

Subject to any building and use restrictions of record, and further subject to the lien of taxes not yet due and payable.

If applicable, Grantor is conveying the right to make all divisions allowed under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to MCL 207.505(a) and (j) and MCL 207.526(a) and (l).

[Signatures appear on following page]

105-51231-009 MAC F427CO

Signature Page to Quit Claim Deed from RACER Properties LLC in favor of
Wayne County Airport Authority

Dated this 19th day of December, 2013.

RACER PROPERTIES LLC,
a Delaware limited liability company

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

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

By: [Signature]
ELLIOTT P. LAWS, not individually,
but acting solely in his capacity as
Managing Member

STATE OF District of)
COUNTY OF Columbia) ss

On this 17th day of December, 2013, before me, a Notary Public for the State and County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, Administrative Trustee of REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER PROPERTIES LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Quit Claim Deed on behalf of RACER PROPERTIES LLC, a Delaware limited liability company, not individually but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of the Trust, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.



Notary's Signature: Karen M Parsons
Notary's Name: Karen M Parsons
Notary Public, State of _____
County of _____
My Commission Expires 8-14-2015
Acting in _____, County

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015

<p>Send subsequent tax bills to: Grantee</p>	<p>Drafted by: Dawda, Mann, Mulcahy & Sadler, PLC 39533 Woodward Ave., Suite 200 Bloomfield Hills, MI 48304 Attn: Edward C. Dawda</p>	<p>When recorded return to: Kevin J. Clark Assistant General Counsel Wayne County Airport Authority Detroit Metropolitan Airport L.C. Smith Building-Mezzanine Detroit, Michigan 48242</p>
<p>Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001 / Tax Parcel ID (as of 01/01/14): Part of K-11-12-100-004.</p> <p>Current Tax Parcel ID: Part of 83-025-99-0002-000 / Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701</p>	<p>Recording Fee _____</p>	<p>Transfer Tax Exempt</p>

Exhibit A

Legal Descriptions

Parcel 'B1'

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 58 minutes 35 seconds West a distance of 33.01 feet to a point on the East line of said Section 12, said point being also the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 275.10 feet to a point; thence South 89 degrees 59 minutes 56 seconds West a distance of 231.93 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 North 89 degrees 58 minutes 35 seconds West a distance of 694.47 feet to a point; thence North 44 degrees 58 minutes 35 seconds West a distance of 253.84 feet to a point; thence North 00 degrees 01 minute 25 seconds East a distance of 892.33 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 994.29 feet to the Point of Beginning.

Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001
Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-004

Parcel 'B2'

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.

Current Tax Parcel ID: Part of 83-025-99-0002-000
Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701

2013 DEC 20 PM 1:00

Bernard J. Youngblood
Wayne County Register of Deeds

December 20, 2013 01:00 PM
Inst: 2013500241 EAS Pages: 15
Liber: 51231 Page: 1004



ENVIRONMENTAL EASEMENT AGREEMENT

Dated as of December 19, 2013

Between

AUTHORITY:

WAYNE COUNTY AIRPORT AUTHORITY

And

TRUST:

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST

Affecting Property described in Exhibit A

NCS-513009 PAC DATU

ENVIRONMENTAL EASEMENT AGREEMENT

THIS ENVIRONMENTAL EASEMENT AGREEMENT (this "**Agreement**") is made as of December 14, 2013 (the "**Effective Date**"), between the **WAYNE COUNTY AIRPORT AUTHORITY**, a public body corporate, whose address is Detroit Metropolitan Wayne County Airport, L.C. Smith Terminal, Mezzanine, Detroit, Michigan 48242 ("**Authority**") and the **REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST**, a trust formed under the laws of the State of New York, whose address is 500 Woodward Ave, Suite 1510, Detroit, MI 48226 (the "**Trust**"). Certain defined terms used herein and not otherwise defined in the body of this Agreement can be found in Section 5 below.

RECITALS

A. The Authority, on one hand, and the Trust and RACER Properties LLC, an Affiliate of the Trust ("**Racer Properties**") on the other hand, entered into that certain Exchange Agreement dated as of April 8, 2013 (the "**EA**"), pursuant to which Racer Properties will transfer to the Authority that certain real property (and any improvements thereon) comprising approximately twenty (20) acres located at or near 2930 Ecorse Road, as more particularly depicted and described on Exhibit A annexed 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, issued by United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Documents**"), the Trust and its successors and assigns are obligated to conduct certain Environmental Actions on the Property as may be required thereunder, or otherwise in order to comply with Environmental Laws and the requirements of the Michigan Department of Environmental Quality ("**MDEQ**") or 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**").

C. This Agreement is a condition to the closing of the transfer of the Property pursuant to the EA (the "**Closing**") and is made in furtherance of the Settlement Agreement to protect the public health, safety, and welfare, and the environment, and is intended to be contemporaneously recorded with the transfer of the Property in the appropriate real estate records in the county 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, the Trust and Authority, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

SECTION 1. EASEMENT.

1.1. Grant of Easement. Authority, for itself and all Persons who shall succeed to any interest, directly or indirectly, in any portion of the Property and/or any and improvements thereon and appurtenances thereto, whether by sale, lease, sublease, license or any other transfer, assignment, conveyance, pledge, condemnation, succession upon default or foreclosure or by operation of law (collectively, "**Authority's Successors**"), hereby grants, conveys and transfers to the Trust and any applicable Agency, and their respective agents, employees, contractors, representatives, servants, tenants, subtenants, licensees, sublicensees, invitees, officers, directors, stakeholders, owners, divisions, subsidiaries, affiliates, heirs, successors and assigns, and such other persons over which

such Party exerts control ("**Grantee Representatives**"), a non-exclusive 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) implementing and enforcing compliance with the Environmental Actions set forth in the Corrective Measure Implementation Plan approved by the MDEQ (the "**CMIP**") and the Declaration of Restrictive Covenant related thereto ("**Restrictive Covenant**"); (b) access, ingress and egress to, from and over such portions of the Property as are required by Section 1.1(b); (c) such access as is lawfully required by the Agencies to supervise and oversee compliance with the CMIP; and (d) performing any future Environmental Actions on the Property required by any Agency due to an administrative closure being opened or otherwise. The Easement is rent free, subject to all the terms and conditions and for the limited purposes expressly set forth herein. Subject to the terms of this Agreement, the Trust shall exercise the Easement Rights such that they do not unreasonably interfere with the use and redevelopment of the Property. Any access rights granted under this Agreement shall not (nor are they intended) to expand, enlarge, modify or restrict any rights of any Agency under existing Environmental Laws to take any action of any kind with respect to the Authority or any other owner of the Property or any portion or interest therein (an "**Owner**"), 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 Representatives**"), or the Trust. Notwithstanding anything to the contrary herein, if the Property is hereinafter designated as Airfield Operations Area ("AOA") by the Owner or the Owner's Representatives, access to the Property shall be granted in accordance with, and subject to, the rules and regulations for accessing the AOA.

1.2. Intentionally omitted.

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. The Trust's interests herein shall be enforceable as an irrevocable easement running with Property, coupled with an interest, and enforceable against Owner, the Owner Representatives and all third parties claiming an interest in the Property through Owner or the Owner Representatives. 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 any 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 the Trust's rights and obligations hereunder with respect thereto, shall remain in full force and effect until the USEPA or MDEQ no longer require the Restrictive Covenant on the Property (a "**Termination Event**"). Owner shall have the right, after notice and consultation with the Trust, to request that Restrictive Covenant and this Easement are no longer required. In the event an Agency re-opens any investigation of the Environmental Conditions on the Property after issuing an administrative closure pursuant to the CMIP or after a Termination Event, and notice of such re-opening is provided to the Owner, the Trust 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, the Trust shall deliver to 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. Trust Access.

3.1.1. Excluding any AOA areas, the Trust, any applicable Agency, and their respective agents, contractors, employees and successors and assigns (collectively "**Visitors**") may access and use the Property, at all reasonable times and in accordance with the terms of this Agreement, 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 Law, in which case, the Trust shall provide Owner with such advance notice as is reasonable under the circumstances. Owner or Owner's Representatives shall be permitted, should it so choose, to accompany any Visitors during any visit to the Property; provided that the Trust shall not be restricted in exercising its rights hereunder in the event that Owner does not have anyone available to accompany any Visitor.

3.1.2. With respect to any Existing Environmental Conditions, the Trust shall, solely in accordance with budgets and plans approved by the appropriate Agencies: (a) implement the Environmental Actions in the CMIP without unreasonably interfering with Owner's operations on the Property or the use and development thereof; and (b) provide Owner with copies of any reports on the progress and resolution of such CMIP that are provided to appropriate Agencies, and related communications from such Agencies concerning same. Owner acknowledges and agrees that the Trust makes no representations or warranties regarding the accuracy or completeness of any such reports.

3.2. Intentionally omitted.

3.3. Liens.

3.3.1. The Trust shall keep the Property free and clear of any liens or encumbrances of any kind ("**Liens**"), to the extent resulting from the exercise of its Easement Rights on or about the Property. The RACER Parties shall, within thirty (30) days after they receive notice thereof, either pay or bond against any Liens filed against the Property and arising from the RACER Parties exercise of their Easement Rights.

3.3.2 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.

3.4. Cooperation. The Trust, Trust's Representatives, Owner and Owner's Representatives shall cooperate with each other in good faith and in all commercially reasonable respects, to coordinate and integrate the Trust's Environmental Action (as set forth in the CMIP) on the Property so that the Owner's use, development and operation of the Property does not unreasonably or materially interfere with, disrupt, impair, inhibit, impede, prevent, restrict or otherwise impact (collectively "Impact") the Trust's

Environmental Action and the Trust's Environmental Action does not Impact the Owner's use, development and operation of its Property.

3.5. Owner's Activities. Notwithstanding anything to the contrary set forth herein, Owner and Owner's Representatives shall use all commercially reasonable efforts to conduct all activities on the Property so they do not demonstrably and materially exacerbate any Existing Environmental Condition as set forth in MCL §324.20107a.

3.6. Trust's Activities. Notwithstanding anything to the contrary set forth herein, the Trust and the Trust's Representatives shall, in accordance with all applicable FAA Rules and Regulations related to the Property, use all commercially reasonable efforts to conduct all Environmental Actions set forth in the CMIP on the Property so they do not disturb or damage any improvements to the Property made by Owner.

3.7. Intentionally omitted.

3.8. Owner's Environmental Responsibilities. Except to the extent otherwise provided in this Agreement or the EA, Owner shall be responsible, at its sole cost and expense, for any and all Environmental Compliance Liabilities arising out of or relating to: (a) any Existing Environmental Conditions on the Property which are exacerbated by Owner or any of Owner's Representatives, but in each case only to the extent such Existing Environmental Condition was demonstrably and materially exacerbated by Owner or Owner's Representatives as set forth in MCL §324.2017a; and (b) any Environmental Condition resulting from any activity for which Owner or any Owner's Representatives is responsible as set forth in MCL §324.20126. In the event Owner conducts environmental response actions on the Property to remove or mitigate any potential exposures to the Environmental Conditions in subparagraphs 3.8(a) or 3.8(b), above, Owner shall perform such activities in accordance with Environmental Laws and in a manner that does not interfere with the Trust's Environmental Actions.

3.9. Intentionally omitted.

3.10. Disclosure of Existing Environmental Conditions. Notwithstanding anything to the contrary set forth in this Agreement, with respect to any Existing Environmental Conditions, neither Owner, nor any Owner Representative, shall: (a) voluntarily report or otherwise communicate with any Agencies, except to the extent such report or communication is: (i) required by Environmental Law, including, but not limited, in connection with Owner's performance of a Baseline Environmental Assessment and preparation and implementation of a due care plan or similar document, and efforts to obtain a prospective purchaser agreement or similar agreement from an Agency; (ii) in response to an order, directive, demand or specific request of such Agencies; (iii) reasonably related to Owner's obligations under a brownfield plan, work plan or similar plans or documents associated with the funding of Owner's activities on the Property that are required to be disclosed to any third party in connection with such funding; or (iv) reasonably necessary to defend against or otherwise respond to a third party claim against Owner; or (b) except in connection with any of the foregoing, take any other action which is intended to result in any Agencies or third party requesting or requiring the Trust to take, perform or cease any activity on or with respect to the Property, or increasing the cost or scope of any Environmental Actions. Without prejudice to the foregoing, Owner and Owner's Representatives shall further notify the Trust in writing in advance of any permitted contact with any Agency concerning any Existing Environmental Condition of the Property, including any Environmental Action with respect thereto, and shall permit the Trust to attend and participate in any communications with the Agencies. Owner and Owner's Representatives shall also deliver any and all Notices received from any Agency in any way

related to the Property to the Trust promptly after receipt thereof, and shall coordinate and cooperate with the Trust, in responding to the same.

3.11. Intentionally omitted.

3.12. Intentionally omitted.

3.13. Waiver and Release. The Authority, for itself and Authority's Successors, hereby releases the RACER parties from all Liabilities arising out of or relating to: (a) any Existing Environmental Conditions on the RACER Exchange Parcel only which are exacerbated by the Authority or any of its Responsible Parties or Successors, but in each case only to the extent such Condition was demonstrably and materially exacerbated by the Authority or its Responsible Parties or Successors as set forth in MCL 324.20107a; and (b) any Environmental Condition resulting from an activity for which the Authority or any Responsible Party or Successors thereof is responsible as set forth in MCL 324.20126.

3.14. Insurance. Prior to entering the Property pursuant to this Agreement, the Trust or the Trust's Representatives, as the case may be, shall deliver to Authority a certificate of insurance evidencing that the Trust or the Trust's Representatives, as appropriate, (i) have in effect the following underlying and umbrella policies: a general liability and property damage insurance policy with a combined single limit of at least One Million Dollars (\$1,000,000) worth of coverage for any one occurrence, an automobile public liability and property damage insurance policy including owned, hired, rented or non-owned automotive equipment with a combined single limit of at least One Million Dollars (\$1,000,000), as well as employer's liability insurance of at least One Million Dollars (\$1,000,000) in the aggregate covering the activities of the Trust and its Responsible Parties, as appropriate, on or about the Property and contractor's pollution and professional liability of at least One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate; and (ii) Authority, the County of Wayne and the Trust (and for policies owned by the Trust's Representatives) have been named as additional insureds on all such insurance policies to the extent of the Trust's and the Trust's Representatives' obligations hereunder. All such policies shall provide that the Trust will endeavor to deliver to Authority a minimum of thirty (30) days' notice of cancellation, to the extent commercially obtainable and practicable, and endorsed to provide a waiver of subrogation as to Authority and Authority's Representatives. The insurance shall be considered primary insurance and Authority's insurance, if any, shall be secondary. Any deductibles will be paid by the primary named insured. The Trust shall obtain and deliver to Authority, upon request, certificates of insurance from each of its contractors and subcontractors evidencing the coverage required by this Section 3.13 in advance of any access to, or work at, the Property. Notwithstanding anything to the contrary herein, should the Property be designated as AOA, the RACER Parties shall comply with the Authority's AOA insurance requirements.

3.15. 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 OR ANY TRANSACTION DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE TRUST ACCEPTING THIS AGREEMENT.

SECTION 4. GENERAL TERMS.

4.1. Governing Law. The laws of the State in which the Property is located shall govern the validity, construction, enforcement and interpretation of this Agreement;

provided, however, that the Bankruptcy Court shall retain jurisdiction over any and all disputes arising under, or otherwise relating, to the construction and enforcement of the Bankruptcy Documents, and the transactions contemplated thereunder and governed thereby. Each Party hereby consents to the jurisdiction and venue of any Federal District Court and State Courts located in the county in which the Property is located, and 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 Authority and the Trust with respect to the Trust's access to the Property. To extent this Agreement conflicts with Article 9 of the EA, then the terms of the EA shall control.

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, and be binding upon, and enforceable by, the respective successors and assigns of the Parties hereto.

4.5. No Beneficiaries. Except as otherwise expressly provided in this Agreement, Authority and the Trust do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third Person (express or implied) hereunder, under the EA or any document executed by the Parties in connection therewith (the "**Transaction Documents**") or under any Bankruptcy Document, and neither Owner nor any third Person shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit hereunder, under any Transaction Document or under any Bankruptcy Document by reason of any provision of this Agreement. Notwithstanding the foregoing or anything to the contrary set forth elsewhere in this Agreement, the lead Agency is intended to be a third party beneficiary of this Agreement, and be entitled to enforce those terms of this Agreement which the Trust is entitled to enforce.

4.6. Notice. All notices, requests, consents, approvals or demands herein provided to be given or made, or which may be given or made by either Party to the other hereunder (collectively, the "**Notices**"), shall be given or made only in writing and shall be deemed to have been duly given: (a) when delivered personally at the address set forth below, or if delivery is rejected when delivery was attempted; or (b) on the 1st Business Day after the date sent when sent via reputable overnight courier, properly addressed, prepaid and delivered to such courier's office during its business hours, otherwise, it shall be effective the next Business Day; (c) on the date sent via facsimile or electronic mail transmission, if sent prior to 5:30 PM (eastern standard or daylight savings time) on a Business Day, and if a hard copy is deposited either with an overnight courier for next Business Day delivery, or in the United States mail within twenty-four (24) hours after the facsimile or electronic mail is transmitted; or (d) three (3) Business Days after the time the same is deposited in the United States mail, properly addressed and first class postage prepaid, return receipt requested. The proper address to which all Notices may be given or made by either Party shall be the address set forth at the end of this Section, or to such other address or to such other person as any Party shall designate by Notice given to the other Party in accordance with this Section. The attorneys for either Party may, but shall not be required to, deliver any notice pursuant to this Agreement on behalf of their respective clients.

If to the Trust:

Revitalizing Auto Communities Environmental Response Trust
500 Woodward Ave, Suite 1510
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 Ave, Suite 1510
Detroit, MI 48226
Attn: Carl Garvey, Esq.
Acting General Counsel
Facsimile: 734.879.9537
Email: cgarvey@racertrust.org

And a Copy to:

Revitalizing Auto Communities Environmental Response Trust
500 Woodward Ave, Suite 1510
Detroit, MI 48226
Attn: Grant Trigger, Cleanup Manager
Facsimile: 734.879.9537
Email: gtrigger@racertrust.org

And a Copy to:

Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304
Attn: Edward C. Dawda, Esq.
Facsimile: 248.642.8696
Email: edawda@dmms.com

If to Authority:

Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
L.C. Smith Terminal, Mezzanine
Detroit, MI 48242
Attn: Chief Executive Officer
Email: contract.notices@wcaa.us
Facsimile: 734.942.3793

And a Copy to:

Wayne County Airport Authority
L.C. Smith Building, Mezzanine
Detroit, MI 48242
Attn: Kevin C. Clark
Email: kevin.clark@wcaa.us
Facsimile: 734.247.3623

4.7. 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.

4.8. Authority to Sign. Each Party signing this Agreement represents and warrants to the other Party that it has the authority to enter into this Agreement and to bind any and all principals related thereto.

SECTION 5. DEFINITIONS. The following defined terms shall have the meaning ascribed thereto below:

(a) **"Affiliate"** means, with respect to any Person, any other Person controlling, controlled by or 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 up or composition 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 TRUST or the Property filed with the Bankruptcy Court in connection with the Case, or delivered pursuant thereto.

(e) "**Baseline Environmental Assessment**" or "**BEA**" means a written report prepared in accordance with Parts 201 and/or 213 of Michigan's NREPA (as defined below), and the regulations promulgated thereunder, that confirms that the Property is a "facility" and/or a "site" as those terms are defined in this Acts.

(f) "**Business Day**" means any day other than (a) a Saturday, Sunday or federal holiday or (b) 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.

(g) "**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).

(h) "**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.

(i) "**Due Care Plan**" ("**DCP**") or "**Documentation of Due Care Compliance**" means a written report documenting an Owner's due care requirements of MCL 324.20107a and/or continuing obligations set forth in 42 U.S.C. sec 9601(40) related to its Intended Use of the Property.

(j) "**Emergency**" means any event, condition or circumstance which poses, or without immediate action will pose, a threat of: (a) imminent danger to the safety of Persons at the Property; (b) significant or structural damage to, the Easement Area, the remaining Property or the Remediation Systems; (c) a Release, Environmental Condition or Environmental Compliance Liability; or (d) violation of a Restriction.

(k) "**Environmental Action**" means any response, removal, investigation, sampling, remediation, reclamation, closure, post-closure, corrective action, engineering controls, institutional controls, deed restrictions, oversight costs and OMM activities authorized or required under Law with respect to the RACER Property (including the RACER Exchange Parcel) or the Authority Exchange Parcel, to address any and all Existing Environmental Conditions for which RACER is responsible under the Settlement Agreement or any other Bankruptcy Document (except as otherwise provided herein), to achieve regulatory approval or closure in connection therewith, all as more particularly covered in this Agreement.

(l) "**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 any 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.

(m) "**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.

(n) "**Environmental Condition**" means any Release or other event, circumstance and/or condition present at, on, in or under the Property, or the ambient air around the Property that is not an Existing Environmental Condition.

(o) "**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: (a) the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; (b) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (c) the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (d) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; (e) the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; (f) the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; (g) OSHA, 29 U.S.C. 651 *et seq.*; (h) the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; and (i) the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et seq.*; as in effect on the date hereof, and including the analogous laws of the State (including but not limited to applicable provisions and of Michigan's Natural Resources and Environmental Protections Act, MCL 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.

(p) "**Existing Environmental Condition**" means any Environmental Condition existing as of the date of the Exchange Agreement between the Parties dated April 8, 2013 and for which the Trust is obligated to perform Environmental Actions under the Settlement Agreement.

(q) "**Hazardous Substances**" means all substances, materials, fluids, wastes, pollutants or contaminants, which are listed in, designated, regulated, definted or classified as hazardous, toxic or radioactive under Environmental Laws, whether by type or by quantity, or with respect to which any Environmental Laws or Agency requires environmental investigation, monitoring or remediation, and shall include but not be limited to petroleum or any derivative or by-product thereof and asbestos containing materials.

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

(s) "**Party**" refers to either Authority or the Trust, as appropriate, and as a party to this Agreement.

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

(u) "**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.

(v) **"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.

(w) **"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 in order to implement the Settlement Agreement, whether agreed to by the Parties or required by any Governmental Authority.

(x) **"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 on the Trust's website at http://www.racertrust.org/About_TRUST/Settlement_Agreement.

(y) **"States"** means collectively, the United States of America (on behalf of the Environmental Protection Agency and the Saint Regis Mohawk Tribe), the States of Delaware, Illinois, Indiana, Kansas, Michigan, Missouri, New Jersey, New York, Ohio, Virginia and Wisconsin, and the Louisiana Department of Environmental Protection and the Department of Environmental Protection of the Commonwealth of Pennsylvania.

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

This instrument is Exempt from State & County Transfer Tax pursuant

[SIGNATURES ON PAGES FOLLOWING]

*+0 207.526(a)
207.505(a)*

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.

WAYNE COUNTY AIRPORT AUTHORITY,
a public body corporate

By: *Thomas Naughton*
THOMAS NAUGHTON
Its: Chief Executive Officer

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On the 17th day of December, 2013 before me, a Notary Public in and for said County, personally appeared Thomas Naughton, to me known to be the same person described in, and who executed the within instrument, who acknowledged the same to be his free act and deed.

WITNESS my hand and seal the day and year aforesaid.

Notary's Signature: *Andrea M. Valentini*
Notary's Name: Andrea M. Valentini
Notary Public, State of Michigan,
County of Wayne
My Commission Expires: 11/10/2018
Acting in the County of: Wayne

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

Signature Page to Environmental Easement Agreement

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

REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST

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

By: [Signature] ELLIOTT P. LAWS, not individually, but acting solely in his capacity as Managing Member

STATE OF District)
of Columbia) SS:
COUNTY OF Columbia)

On the 17th day of December, 2013 before me a Notary Public for the State and County aforesaid, personally appeared Elliott P. Laws, who acknowledged himself to be the managing member of EPLET, LLC, Administrative Trustee of REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST ("RACER"), and that he, being authorized to do so, executed the foregoing Environmental Easement Agreement, not individually, but solely in his capacity as such Managing Member of EPLET, LLC, Administrative Trustee of Racer, for the purposes therein contained by signing his/her names.

WITNESS my hand and seal the day and year aforesaid.

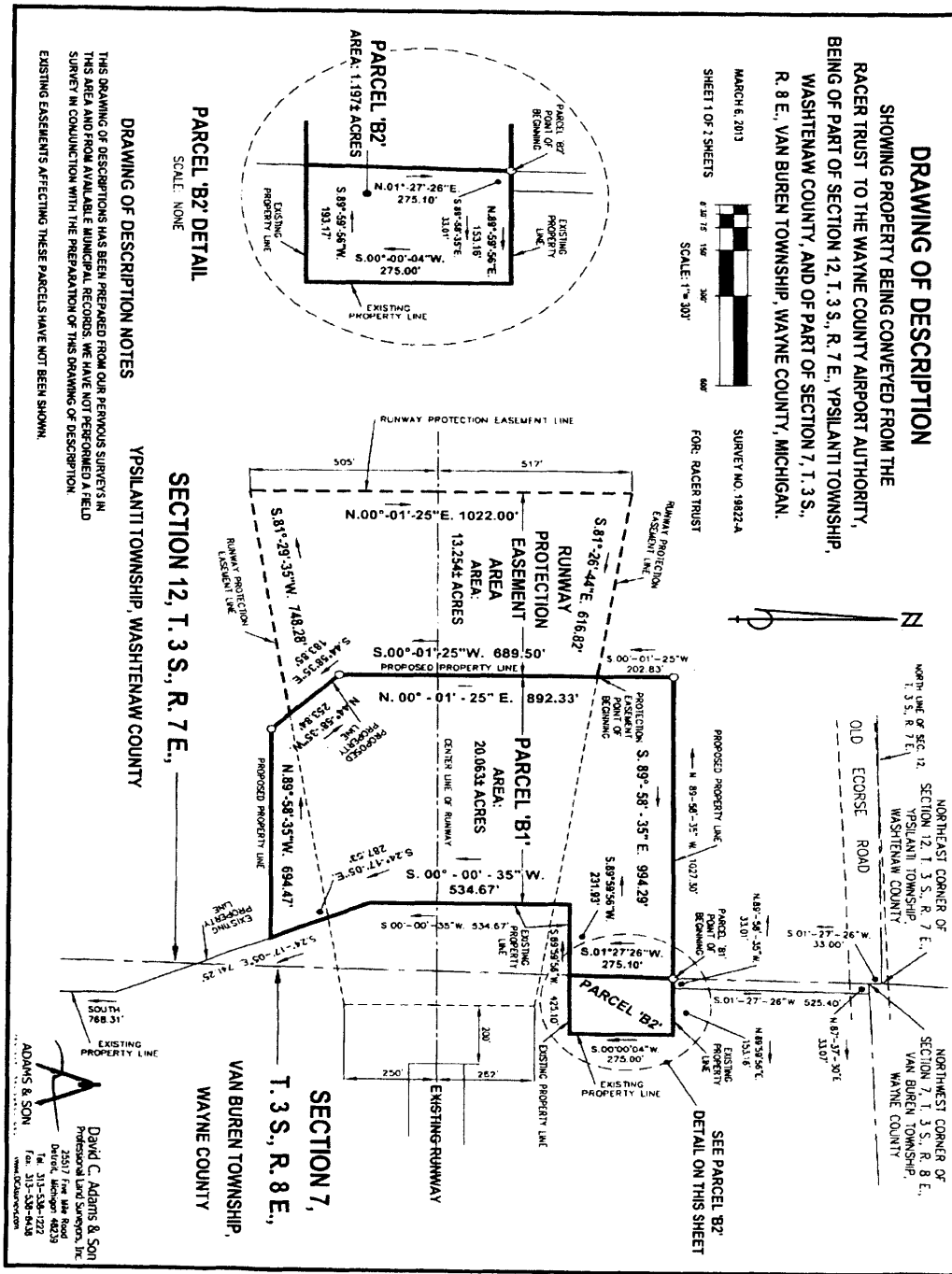


Notary's Signature: [Signature]
Notary's Name: Karen M Parsons
Notary Public, State of
County of
My Commission Expires 8-14-2015
Acting In , County

TAX PARCEL NUMBERS:
WHEN RECORDED MAIL TO:
Drafted by
Dawda, Mann, Mulcahy & Sadler, PLC
Attn: Edward C. Dawda, Esq.
39533 Woodward Ave, Suite 200
Bloomfield Hills, MI 48304
Phone: 248.642.8696

KAREN M PARSONS
Notary Public, District of Columbia
My Commission Expires on August 14, 2015

Exhibit A
DEPICTION AND LEGAL DESCRIPTION OF PROPERTY



Legal Description of PropertyParcel 'B1'

Part of the Northeast 1/4 of Section 12, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw 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 58 minutes 35 seconds West a distance of 33.01 feet to a point on the East line of said Section 12, said point being also the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 01 degree 27 minutes 26 seconds West, along the East line of said Section 12, a distance of 275.10 feet to a point; thence South 89 degrees 59 minutes 56 seconds West a distance of 231.93 feet to a point; thence South 00 degree 00 minutes 35 seconds West a distance of 534.67 feet to a point; then South 24 degrees 17 minutes 05 seconds East a distance of 287.53 feet to a point; thence North 89 degrees 58 minutes 35 seconds West a distance of 694.47 feet to a point; thence North 44 degrees 58 minutes 35 seconds West a distance of 253.84 feet to a point; thence North 00 degrees 01 minute 25 seconds East a distance of 892.33 feet to a point; thence South 89 degrees 58 minutes 35 seconds East a distance of 994.29 feet to the Point of Beginning.

Current Tax Parcel ID: Part of K-11-12-100-003 and K-11-12-400-001

Tax Parcel ID (as of January 1, 2014): Part of K-11-12-100-004

Parcel 'B2'

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 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.

Current Tax Parcel ID: Part of 83-025-99-0002-000

Tax Parcel ID (as of January 1, 2014): Part of 83-025-99-0001-701

Land Releases

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Release Designation R-1 /
Parcels E4, E5, E6

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DEED OF RELEASE

THIS INDENTURE, made this 2nd day of June, 1961, between the United States of America, acting by and through the Administrator of the Federal Aviation Agency, successor in interest to the Administrator of the Civil Aeronautics Administration (Section 1402(c) of the Federal Aviation Act of 1958, under and pursuant to the authority conferred on him by Public Law 311, 81st Congress, 63 Stat. 700), hereinafter called the Government, and the Regents of the University of Michigan, a constitutional corporation of Ann Arbor, Michigan, hereinafter called the University,

WITNESSETH THAT:

WHEREAS, by Quitclaim Deed, dated January 15, 1947, the United States of America and the Reconstruction Finance Corporation did release, remise, and quitclaim to the University, its successors and assigns, subject to certain reservations, restrictions and conditions, all of their right, title, and interest in and to certain property situated in the counties of Washtenaw and Wayne, State of Michigan, as described in said Quitclaim Deed, and,

WHEREAS, the University has requested that certain parcels of said property located in said Washtenaw County, as hereinafter more fully described, be released from all of the conditions, reservations and restrictions of the said Quitclaim Deed, and,

WHEREAS, the Government has determined that the area sought to be released from all obligations and restrictions of the said Quitclaim Deed is no longer needed for airport purposes, and that such release is necessary to protect and advance the interests of the United States in civil aviation, and,

NOW, THEREFORE, the Government does, subject to the conditions and reservations hereinafter set forth, hereby quitclaim and release from all conditions, reservations and restrictions of the afore-mentioned Quitclaim Deed, the following described property, to wit:

Commencing at the NE corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates of said point being North 2831.02 feet and East 3309.83 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 1° 27' 26" W 50.11 feet along the east line of said Section 12 to the southerly line of Ecorse Road as originally laid out and used; thence S 87° 35' 50" W 251.06 feet along the southerly line of Ecorse Road for a PLACE OF BEGINNING; thence S 0° 00' 35" W 1272.93 feet; thence S 24° 17' 05" E 741.25 feet; thence South 768.31 feet; thence S 41° 23' 40" W 225.25 feet; thence S 64° 28' 25" W 125.00 feet; thence North 40.00 feet;

thence N 75° 54' 30"W 406.79 feet; thence East 175.00 feet; thence N 0° 38' 45"E 16.44 feet; thence East 324.92 feet parallel with and 1.0 foot South of the south face of the Willow Run Bomber Plant Building to a point 1.0 foot East of the SE corner of said building; thence North 67.85 feet parallel with and 1.0 foot East of the east face of said building; thence East 47.12 feet; thence Northeasterly 11.96 feet in the arc of a circular curve concave to the Northwest, radius 401.82 feet and chord bearing N 22° 46' 20"E 11.96 feet; thence North 26.97 feet; thence West 51.75 feet to a point 1.0 foot East of the east face of said building; thence North 847.82 feet parallel with and 1.0 foot East of the east face of said building; thence N 20° 35' 45"W 546.30 feet; thence N 0° 02' 10"E 1317.98 feet to the southerly line of Ecorse Road; thence N 87° 35' 50"E 40.99 feet along the southerly line of Ecorse Road to the Place of Beginning, containing 5.973 acres of land more or less and being located in the E½ of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, and the W½ of Section 7, T3S, R8E, Van Buren Township, Wayne County, Michigan.

Commencing at the E½ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43"W 342.18 feet along the east line of said Section 12; thence West 1008.28 feet for a PLACE OF BEGINNING, the coordinates for said place of beginning being South 157.85 feet and East 2233.95 feet; thence S 0° 08' 45"W 116.22 feet; thence S 77° 57' 35"W 502.15 feet; thence South 24.27 feet; thence West 1059.88 feet; thence N 87° 23' 00"W 70.12 feet; thence N 80° 44' 00"W 75.00 feet; thence N 75° 32' 00"W 172.85 feet; thence N 56° 33' 55"W 215.23 feet; thence S 89° 55' 54"E 160.10 feet; thence N 73° 53' 36"E 239.20 feet; thence East 1652.28 feet to the Place of Beginning, containing 9.496 acres of land more or less and being part of the S½ of said Section 12.

Commencing at the E½ corner of Section 12, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan, the coordinates for said point being North 184.33 feet and East 3242.50 feet according to the coordinate system established for the Willow Run Bomber Plant; thence S 0° 02' 43"W 407.71 feet along the east line of said Section 12; thence West 3603.03 feet for a PLACE OF BEGINNING, the coordinates for said Place of Beginning being South 223.38 feet and West 360.85 feet; thence N 89° 55' 54"W 414.17 feet; thence N 0° 03' 30"W 28.13 feet; thence N 89° 59' 40"E 258.62 feet; thence N 0° 18' 58"E 29.55 feet; thence N 78° 02' 40"E 111.75 feet; thence S 29° 31' 47"E 93.50 feet to the Place of Beginning, containing 0.386 acres of land more or less and being a part of the SW¼ of said Section 12.

PROVIDED, HOWEVER, and it shall be a condition hereof, that this Deed of Release shall not be construed as releasing any of the other provisions, conditions and restrictions on any other property, as set forth in the afore-mentioned Quitclaim Deed, and,

IT SHALL BE A CONDITION HEREOF that the Government reserves for itself, its assigns and lessees, a perpetual easement for a spur track and fence over the land as described in the last paragraph on Page 12 and the first paragraph on Page 13 of the afore-mentioned Quitclaim Deed, dated January 15, 1947, and,

IT SHALL BE A CONDITION HEREOF that any structures to be erected, or growths to be raised, on the parcels released from the obligations of the aforementioned Quitclaim Deed shall be limited in height in accordance with the following standards:

PARCEL A:

Any such structures or growths on Parcel A shall be limited to a height equal to or less than:

- (1) The Clear Zone Surface, which is defined as an inclined trapezoidal plane surface starting 200 feet from the ends of Runways 14-32 and 9L-27R at an elevation equal to that of the respective runway ends and increasing in elevation at a rate of one foot vertically for every 40 feet horizontally for a distance of 2,000 feet measured horizontally. The horizontal projection of this plane for both of these runways have inner width dimensions of 500 feet and outer width dimensions of 900 feet and are symmetrical about the extended runway centerlines;
- (2) The Transition to the clear zones, which is defined as a surface starting at the sides of the clear zone surfaces and projecting outward and upward at the rate of one foot vertically in every seven feet horizontally, measured perpendicular to the extended runway centerlines, terminating when they intersect a horizontal plane 150 feet above the established airport elevation, or when they intersect with another transitional surface; and
- (3) 150 feet above the established airport elevation on that portion of Parcel A lying outside the above-defined Clear Zone and Transitional Surfaces.

PARCELS B AND C:

Any such structures or growths on Parcels B and C shall be limited to a height equal to or less than 150 feet above the established airport elevation.

IT SHALL BE A CONDITION HEREOF that the University, in any deed or lease, will prohibit any use of the property which would interfere with the maintenance, development, or operation of the Willow Run Airport, and,

Deeded to Willow Run

JUN 20 1961

Mr. Darlan Hatcher, President
The University of Michigan
Ann Arbor, Michigan

Dear Mr. Hatcher:

The University of Michigan, as requested, is released of its obligation to maintain as airport property Parcels A, B and C, as depicted in legal description of said parcels prepared by Atwell-Hicks, Inc., Civil Engineers and Surveyors, under revision date of November 2, 1960.

There is enclosed a Deed of Release, executed by me on behalf of the United States which provides for the release of Parcels A, B and C from the reservations and restrictions set forth in the Quitclaim Deed dated January 15, 1947, under which said parcels were transferred to the University of Michigan along with other real and personal property.

The form of deed submitted by the University, providing for the conveyance of Parcels A, B and C to the General Motors Corporation, is determined acceptable provided that the second paragraph following the legal description of Parcels A, B and C, beginning with the fifth line on Page 3 thereof, is expanded to read substantially as follows:

" . . . across the above-described 15.355 acres, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air, using said air space or landing at, taking off from or operating on the Willow Run Airport. Grantee takes interest . . . "

Underlining supplied to denote language added to said paragraph.

The enclosed Deed of Release is executed upon the basis of the conditions set forth in the form of deed, as above revised, and is to be used and recorded only in conjunction with the execution, delivery and recordation of the instrument of transfer.

WV
RH
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3/16/61
3/4

By letter dated April 20, 1961, Mr. O. K. Pierpont, Vice President of the University of Michigan, certified that the proceeds from the sale of the parcels herein concerned will be used exclusively for capital improvements at the Willow Run Airport and more specifically will be applied toward the cost of land acquisition under the Grant Agreement in Project No. 9-20-057-5904. It is our understanding that the land acquisition costs in the aforementioned project have exceeded the original estimates therefor. Accordingly, the use of the proceeds from the sale of Parcels A, B and C to supplement the land acquisition costs in the -5904 Grant Agreement is hereby approved.

The University is also released from its obligations under the Grant Agreements for this airport relative to Parcels A, B and C. The Grant Agreements in Projects numbered 9-20-057-5901, 9-20-057-5902, 9-20-057-5903, 9-20-057-5904 and 9-20-057-5905 may be amended for this purpose, if satisfactory to the University, by attachment of a copy of this letter to the latest of these Grant Agreements. A copy is enclosed for this purpose. The copy of the revised Exhibit A Property Map herewith should be substituted for the Exhibit A presently attached to the latest Grant Agreement. The above procedure will also be followed as respects all other outstanding executed copies of the -6005 Grant Agreement.

If this arrangement is satisfactory, please notify, in writing, the District Airport Engineer, Federal Aviation Agency, Room 526 Mutual Building, 209 North Capitol Avenue, Lansing 7, Michigan. It is requested that three copies of the Deed from the University of Michigan to the General Motors Corporation, when executed, be forwarded to the District Airport Engineer.

A copy of this letter is being forwarded to Mr. Floyd Wakefield, Airport Supervisor of the Willow Run Airport, for informational purposes.

Sincerely,

Chief, Airports Branch
Facilities and Material
Field Division No. 3

Enclosure

cc: Sponsor
Michigan Department of Aeronautics
Mr. Floyd Wakefield, Airport Supervisor,
Willow Run Airport
Inkster, Michigan
FM-400; DAE, Lansing; RM-350; FM-3000; RM-300

RPMcClintock; de; FM-3462; Ext. 243; 6-2-61

FEDERAL AVIATION AGENCY

FEB 23 1961

Regional Counsel, RM-370

Chief, Airports Branch, FM-3400

Willow Run Airport
Detroit, Michigan
Release of Airport Land from Restrictions
of Regulation 16 Deed



Handwritten notes:
vov
J
S
P
rh

By memorandum dated November 13, 1959, the Administrator authorized the release of certain tracts of airport land, designated as Parcels A, B and C and comprising 16.124 acres, from all conditions, reservations and restrictions of the Regulation 16 Deed dated January 15, 1947.

We are attaching the Administrator's memorandum, copy of a proposed instrument of conveyance as prepared by the Sponsor, and the Agreements File for this airport which contains a copy of the aforementioned Regulation 16 Deed. The proposed instrument of conveyance has been prepared in accordance with recommendations which we made and it is considered satisfactory from the standpoint of this Branch. It will be noted that such instrument does not include the reservation of the right to cause noise in the airspace over the property concerned. This provision was not required at the time our recommendations were furnished to the Sponsor. We will suggest that such a provision be incorporated in the executed deed of conveyance; however, we do not think that its inclusion should be mandatory in this instance.

It will also be noted that the proposed deed of conveyance describes a total of 15.855 acres rather than the 16.124 acres as approved. We have no objection to the conveyance of the smaller acreage.

It is requested that you draft an appropriate Deed of Release utilizing the descriptions of Parcels A, B and C as contained in the attached letter from Atwell-Hicks, Inc., Civil Engineers and Surveyors. We will appreciate your furnishing us with the original and three copies of such instrument of release. Please return the attachments with your memorandum.

Original Signed By
Enoch W. Anderson

William C. Knoepfle, FM-3400

Attachments

cc: DAE, Lansing
FM-400(H)

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Release Designation R-2 /
Parcel E13

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Airports District Office
16647 Airport Rd., Rt. #4
Lansing, Michigan 48906

SEP 15 1975

Mr. James D. Ramsey, Dep. Director
State Highways and Transportation
Bureau of Aeronautics
Capital City Airport
Lansing, Michigan 48906

ATTN: Mr. L. C. Andrews

RE: Willow Run Airport
Ypsilanti, Michigan
Land Release, 4.209 Acre Parcel

Dear Sir:

The Airport Manager's letter of August 2, 1974, requested the Federal Aviation Administration release the Regents of the University of Michigan of their obligations to maintain as airport property a parcel of land nine miles southwest of the Willow Run Airport in Augusta Township, Washtenaw County. This land was proposed for use as a fire substation and community park. FAA approval of the request was provided November 4, 1974, and Department of Defense concurrence in the release from the National Use Provision was obtained June 19, 1975.

Enclosed are the original and five executed copies of a Deed of Release which serves to release the certain tract described therein from all the conditions, reservations and restrictions applicable thereto under the terms and provisions of the quit claim deed from the United States to the Regents of the University of Michigan, dated January 15, 1947. Consent is hereby given to the transfer by the Regents of the University of Michigan of this Parcel of land to the Augusta Township for use as a fire substation and public park subject to the inclusion in the instrument of transfer conveying title to the land parcel of the provisions contained in the enclosed deed of release.

The Regents of the University of Michigan are hereby released from their obligations incurred under four Grant Agreements with the United States of America, Project Nos. 9-20-057-302, -503, -5904, and -7009 to maintain as airport property the 4.209 acre parcel of land. This letter shall constitute authority for deletion of the reference to the Stoney Creek Beacon site from the next revision of the Exhibit "A"

CONCURRENCES
RTG. SYMBOL 1000A
INITIALS/SIG. sub
DATE 9-15-75
RTG. SYMBOL 661
INITIALS/SIG. al
DATE 9-15
RTG. SYMBOL 660
INITIALS/SIG. RA
DATE 9-15
RTG. SYMBOL 600
INITIALS/SIG. JW
DATE 9/15
RTG. SYMBOL
INITIALS/SIG.
DATE
RTG. SYMBOL
INITIALS/SIG.
DATE
RTG. SYMBOL
INITIALS/SIG.
DATE
RTG. SYMBOL
INITIALS/SIG.
DATE

2.

Property Map. A copy of this letter and of the Deed of Release should be physically attached to the Bureau's copy of the Grant Agreement for FAAP Project 9-20-057-7009. An additional copy is enclosed for forwarding to the sponsor for like attachment to its copy of the Grant Agreement.

Please furnish this office four copies of the recorded quit claim deed and recorded Deed of Release.

Sincerely,

Signature
Gerald L. Trout

GERALD L. TROUT
Chief, Airports District Office

Enclosures

cc: AAS-1
AGL-600
ACH-20

LIKES/9/15/75/srb

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

JUL 1975

GREAT LAKES REGION
2300 EAST DEVON AVENUE
DES PLAINES, ILLINOIS 60018



DATE: JUL 8 1975

IN REPLY REFER TO: AGL-660

SUBJECT: Request for DOD Concurrence in Release of National Emergency Use Provision, Willow Run Airport, Ypsilanti, Michigan

FROM: Chief, Airports Division, AGL-600

TO: AGL-LAN-600

Attached herewith is DOD concurrence in the release from the National Emergency Use Provision as of June 19, 1975.

We have forwarded a copy of your transmittal memo dated June 2, 1975, and the draft of a formal Deed of Release to AGL-7 for their review and comments.

Louis N. Million
LOUIS N. MILLION

Enclosure

661 al

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS UNITED STATES AIR FORCE
WASHINGTON, D.C.
20330



19 JUN 1975

680

Lamar E. Guthrie
Chief, Development Programs Division, AAS-600
Federal Aviation Administration
Department of Transportation

Dear Mr. Guthrie

This is in response to your requests for release from the National
Emergency Use Provision at the following locations:

- a. 4.21+ acres, nine miles southwest, Willow Run Airport, Michigan
- b. 2 acres, McNary Field, Salem, Oregon

The Airports Subgroup concurs in these releases as requested.

Sincerely

A handwritten signature in cursive script, reading "James M. Hines", is written over the typed name and title.

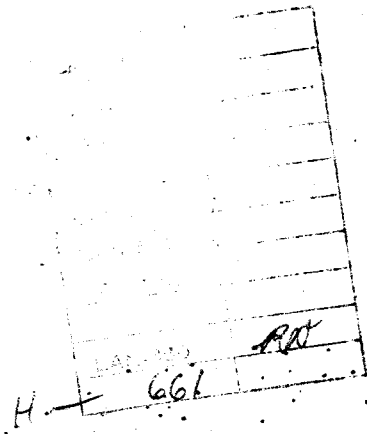
JAMES M. HINES, Colonel, USAF
Chief, Base Units Division
Directorate of Programs

AGL-LAN-600

AGL-600/
666
JW 5/23



MAY 22 1975



Mr. Bernard Dove AF/PRP
Associate Directorate of Programs
Deputy Chief of Staff Programs &
Resources
Pentagon, Room 4E991
Washington, D.C. 20330

Dear Mr. Dove:

The airport sponsor for the Willow Run Airport in Ypsilanti has requested the release of the National Emergency Use Provision from the Stoney Creek beacon site, a 4.21+ acre parcel, nine miles southwest of the Airport property. This site, originally used for a radio-marker beacon installation, was deeded to Regents of the University of Michigan by the United States Government in 1947, along with the main airport property.

It has been determined that release of this land will not materially or adversely affect the use, operation, or maintenance of the Airport. DOD concurrence in this release is requested. For your convenience, we have enclosed a copy of the Airport's location site map, which depicts the beacon site in red.

Sincerely,

Original Signed by
Lamar E. Guthrie

AAS-680:CATES:mlo:63067:5/20/75
cc: AAS-680, 600, 11B, AGL-600/
ADO
Control No. 600-75-136

LAMAR E. GUTHRIE
Chief, Development Programs Division, AAS-600
Airports Service

Enclosure

Airports District Office
16647 Airport Rd., Rt. #4
Lansing, Michigan 48906

MAY 19 1975

Mr. Robert Pangburn
Airport Manager
Willow Run Airport
Ypsilanti, Michigan 48197

RE: Release of Stoney Creek Beacon Site

Dear Bob:

Your letter of May 2 requested a status report on the processing of your request to release the subject property to Augusta Township.

To date, we have been advised that approval to release this site for use as a fire station site and public park has been authorized. We are now coordinating with the Department of Defense to get a release from the national emergency use provision and also working on getting releases from other encumbrances imposed by the original deed. It is our intent to obtain as free and unencumbered title as possible for the Regents to convey to Augusta Township.

Since this action will take considerable coordination within the various Federal agencies, it is expected to take another two to three months for all paperwork to be completed. We have no objection to the Township proceeding with plans for the construction of the fire station as proposed in their request.

Sincerely,

GERALD L. TROUT, Chief
Airports District Office

DEROECK/5/16/75/srb

CONCURRENCES	
RTG. SYMBOL	600A
INITIALS/SIG.	srb
DATE	5-16-75
RTG. SYMBOL	660
INITIALS/SIG.	RA
DATE	5-16
RTG. SYMBOL	600
INITIALS/SIG.	JW
DATE	5/19/75
RTG. SYMBOL	
INITIALS/SIG.	
DATE	
RTG. SYMBOL	
INITIALS/SIG.	
DATE	
RTG. SYMBOL	
INITIALS/SIG.	
DATE	
RTG. SYMBOL	
INITIALS/SIG.	
DATE	

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Airports District Office
16647 Airport Rd., Rt. #4
Lansing, Michigan 48906



DATE:

MAR 28 1975

IN REPLY
REFER TO:

AGL-LAN-600

SUBJECT:

Willow Run Airport
Ypsilanti, Michigan
Land Release

TO:

AGL-600

The Sponsor wishes to convey a 4.2 acre parcel of airport property to Augusta Township for use as a fire substation. To support their request for land release, the following are submitted:

1. Letter, dated August 2, 1974, from the airport manager requesting approval to convey the property to Augusta Township.
2. Letter, dated November 4, 1974, from AAS-1 approving the land release.
3. Letter and proposed use sketch, dated January 27, 1975, from Augusta Township requesting conveyance of the entire 4.2 acres for use as a fire substation and community center.
4. Letter, dated February 17, 1975, from the airport manager supplementing his letter of August 2, 1974.
5. Draft of a Quit Claim Deed proposed by the Sponsor.

The Sponsor is requesting approval to convey ownership of 4.2 acres which was deeded to the Regents of the University of Michigan along with other airport property by the U. S. Government by Quit Claim Deed dated January 15, 1947. The 4.2 acre parcel is located some nine miles Southwest of the airport and the Augusta Township proposes to use it as a fire substation and community center.

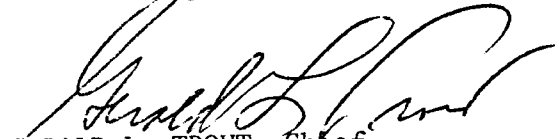
We have reviewed the enclosed documents and find them acceptable from an engineering and administrative viewpoint. The property description in the proposed draft Quit Claim Deed is consistent with the Quit Claim Deed, dated January 15, 1947. The Sponsor has retained adequate reservations and restrictions upon the use of the property under the terms of the draft Quit Claim Deed.

We have determined that release of this land will not materially or adversely affect the use, operation or maintenance of the airport. We concur with the Sponsor's recommendation that the entire 4.2 acres be released. As the entire parcel is proposed for public use; we

2.

recommend that the entire parcel be released with no requirement of the Sponsor to obtain the current fair market price value for any of the parcel.

Approval of this land release to be effected by notation on the Exhibit "A", dated 12/12/58 to FAAP Project 9-20-057-7009 is recommended. A draft of the proposed letter of consent to MAC is enclosed for your review and approval. Please request review by AGL-7 of the draft Quit Claim Deed for legal sufficiency.



GERALD L. TROUT, Chief
Airports District Office

Enclosures

THE UNIVERSITY OF MICHIGAN
WILLOW RUN AIRPORT
YPSILANTI, MICHIGAN
48197

August 2, 1974

Gerald Trout, Chief
Airports District Office
16647 Airport Road
Lansing, Mich. 48906



LAN-000	<i>[Handwritten mark]</i>
LAN-001	
LAN-610	
LAN-620	
LAN-621	
LAN-622	
LAN-650	<i>[Handwritten mark]</i>

AREA 313—482-2943
482-9660

Dear Jerry,

Enclosed with the land transfer to the University of Michigan as part of Willow Run Airport, was an isolated 4.21 acre parcel in Augusta Township, Washtenaw County. This parcel is approximately 9 miles south-west of the Airport, and was originally used as the site of a radio marker beacon. The site has not been used for 25 years.

The Township of Augusta has asked the University of Michigan to convey this land to the township for a Township Fire Station and park.

The Regents of the University, in their July, 1974 meeting, approved the conveyance to the township if permission from the Federal Aviation Administration was received.

Since this 4.21 acre parcel has not been and is not necessary for Airport operation, and since it has been laying dormant for so long, we hereby request your approval to convey the property to Augusta Township, where it will be used to the public benefit.

Very truly yours,

[Handwritten signature of R. E. Pangburn]
R. E. Pangburn
Airport Manager

REP/tv

cc: Dennis Hayes
J. P. Weidenbach

AGL/ADO

→ AGL-LAN-600
LANADO

NOV 4 1974



LAN 600	W

Honorable Marvin L. Esch
House of Representatives
Washington, D.C. 20515

Dear Mr. Esch:

This is in reply to your inquiry of October 15 in which you enclosed a memorandum from Mr. Dennis H. Hoyss, Counsel to the Board of Trustees for Augusta Township, Michigan, regarding release of 4.2 acres of airport property to be used as a fire substation.

It is true, as outlined in Mr. Hoyss' memorandum, that the Federal Aviation Administration requires the airport owner to obtain current fair market value for any airport property sold. However, in this particular case where the airport property is located some 9 miles southwest of the airport and the Augusta Township contemplates using a portion of the 4.2 acres as a fire substation, a waiver to this policy may be possible.

The Augusta Township should be encouraged to again contact our Airports District Office in Lansing, Michigan, with detail plans for use of that portion of the 4.2 acres needed for the fire substation.

Sincerely,

Original Signed By
William V. Vitale

WILLIAM V. VITALE
Acting Director, Airports Service, AAS-1

Enclosures

Constituent's correspondence
Information sheet
AAS-680:MCHUGH:mlo:63067:10/29/74
cc: AAS-680, 600, 1, 11B, AIS-210, AGL-600/ADO
Data Source: Mr. Bob DeRoock, AGL-LAN-660
Control No. AIS#3919

Grid Note: The Lansing ADO should determine how much of the 4.2 acres is needed for the fire substation and let the University of Michigan give that acreage to the Township and require the current fair market value of the remainder. If this area is currently being developed, then the remaining area may be developed as light commercial; service stations, convenience food market or drug store which would be compatible with a fire substation. This is a case-by-case deviation of FAA policy and no further approval for this case is needed from this office.

AUGUSTA TOWNSHIP

Washtenaw County

8021 TALLADAY ROAD
WHITTAKER, MICHIGAN 48190



TELEPHONE
TOWNSHIP HALL
(313) 461-6117
(313) 461-6929

Office of the Clerk

TOWNSHIP OFFICE HOURS
8:30 A.M. TO 4:30 P.M.

January 27, 1975

SUPERVISOR
JAMES R. BURNS
HOME PHONE 484-0444

CLERK
MARIE J. LAMKIN
HOME PHONE 461-8274

TREASURER
LOUIS P. BANOTAI
HOME PHONE 483-0438

TRUSTEES
CAROL KOVALAK
LARRY D. MINICK

10

Mr. R. Pangburn
Willow Run Airport
Ypsilanti, Michigan 48197

Dear Mr. Pangburn:

We kindly submit the following justifications for securing the 4.2 acres, commonly known as the Willow Run Beacon property for Augusta Township:

When Willow Run was a "Bomber Plant", a radar installation was maintained about nine miles southwest of the airport on Willis Road, Section 7, Augusta Township, as a part of air traffic control. The fenced-in 4.2 acres with one small structure that once housed equipment has long been out of service and shows the usual signs of abandonment.

Realizing that you would ultimately dispose of the property, Augusta Township officials initiated discussions with Mr. R. Pangburn in 1973, in the hope that the parcel could be obtained for a number of pressing township needs. At that time we were suggesting the possibility of a lease for a token \$1.00 (one dollar) fee or a transfer for a very modest sum. We would like to again present that request giving reasons why such disposition of the property would have great civic value and why Augusta Township is in need of the assistance that such action on your part would provide.

Population of Augusta Township in the 1970 census was 4,378, township located in the southeast corner of Washtenaw County, with no cities, only two unincorporated hamlets and virtually no industry to provide a suitable tax base. Total yearly budget for 1974 was \$159,000.00 with a Fire Department budget of \$19,289.00. As you can see a large portion of the budget is devoted to the support of a fire department to protect 36 square miles of our township.

In the past few years we have witnessed the establishment of several housing developments and most planning groups predict many more because of our location with respect to the Detroit Metropolitan area and the Ypsilanti-Ann Arbor centers of employment. We are also on the brink of sewer and water. Without the assurance of a suitable tax base,

AUGUSTA TOWNSHIP

Washtenaw County

8021 TALLADAY ROAD
WHITTAKER, MICHIGAN 48190

TELEPHONE
TOWNSHIP HALL
(313) 461-6117
(313) 461-6929

SUPERVISOR
JAMES R. BURNS
HOME PHONE 484-0444

CLERK
MARIE J. LAMKIN
HOME PHONE 461-6274

TREASURER
LOUIS P. BANOTAI
HOME PHONE 463-0438

Office of the Clerk

TOWNSHIP OFFICE HOURS
8:30 A.M. TO 4:30 P.M.

TRUSTEES
CAROL KOVALAK
LARRY D. MINICK

10

this influx of residents is, and will continue, to place a severe strain on the township to provide services that could be available in any good community, such as, security, fire protection, sanitation, good roads, recreation and opportunities for general community activities.

One example of this, and one reason why the property on Willis Road would be a great help to us, is the condition of the Fire Department. Past and present officials have conserved funds for the purchase of a much needed fire truck and one is now on order with an expected delivery date in March of this year. The cost of the truck, payable on delivery, is \$49,000.00 or nearly 30% of an annual budget for the township.

Since much of the housing is being developed in the most northwesterly corner of the township, a location for a Fire Sub-station there is urgently needed. It is our desire, also, to establish a pattern of providing a community center, including baseball diamonds and recreation areas in each of the concentrations of population as they appear in the township.

For your further understanding of our situation and plans, we are submitting a copy of our 1990 General Development Plan for Augusta Township which includes a map on page 17 of existing land use for 1970. Also, for your consideration we have submitted a preliminary plan for the proposed Fire Sub-station and community center. You will note the developments that are near the property in which we are interested are circled in red (4.2 acres) and the subdivisions are circled in blue.

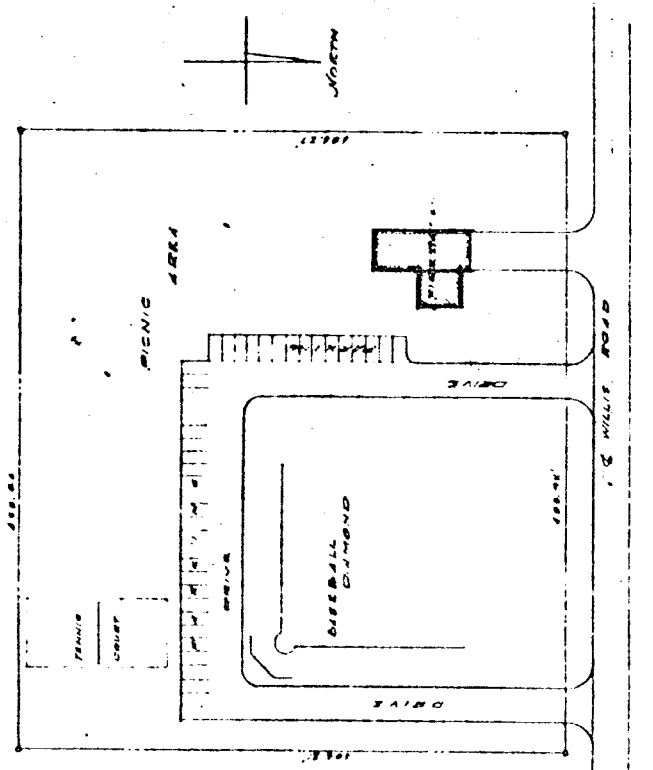
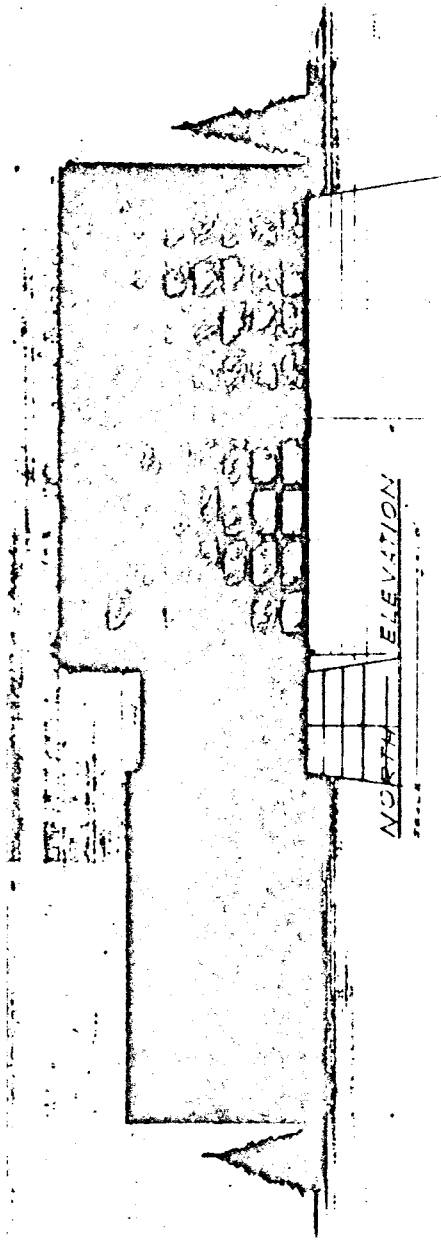
You can see then that the property on Willis Road would enable us to not only meet the urgent immediate need for a Fire Sub-station but to develop services that are so desirable for a good community.

We most sincerely hope you will view our request with favor. The present owners of the property could then take pride in being part of an action which would allow a small rural township the "luxury" of a building site for their proposed Fire Sub-station and a much need area for a small park.

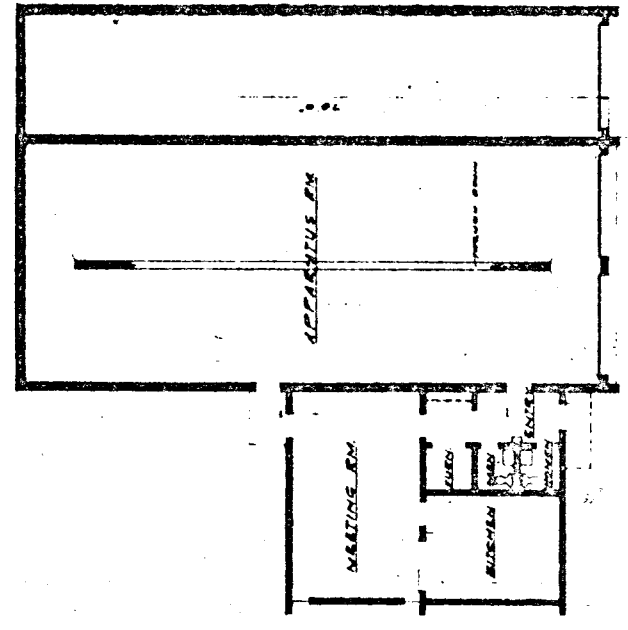
Sincerely,

Louis P. Banotai

LOUIS P. BANOTAI, TREASURER



SITE PLAN



FLOOR PLAN

KEY TO COLOR

---	IMMEDIATE CONSTRUCTION
---	NO PRIORITY
---	NO PRIORITY

PROPOSED FIRE STATION No 2 FOR
AUGUSTA TOWN SHIP



THE UNIVERSITY OF MICHIGAN
WILLOW RUN AIRPORT
YPSILANTI, MICHIGAN
48197

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 17 1975	
FBI - LANSING	
AREA 313-482-2943	
482-9860	

H. *[Signature]*

February 17, 1975

Mr. Gerald Trout
Chief, Airports District Office
Federal Aviation Administration
16647 Airport Road, Rt. # 4
Lansing, Michigan 48906

Dear Mr. Trout:

Via a quitclaim deed dated 15 January, 1947, The Regents of the University of Michigan obtained title to several parcels of land in Wayne and Washtenaw counties which form a large portion of Willow Run Airport.

Parcel V of this deed is land in Augusta Township, Washtenaw County containing 4.209 acres more or less which is located approximately 9 miles southwest of the airport landing area.

This 4.209 acre parcel has not been used for airport purposes or as a source of airport revenue for twenty five years.

In compliance with the conditions of the deed, permission of the Federal Aviation Administration is sought for The Regents of the University of Michigan to transfer title of the parcel to Augusta Township. We feel that Augusta Township proposed use of the land for a Fire Department substation and community center will be of considerably more public benefit than the current and past use has been. We further feel that because of location and topography of the land, the entire parcel should be transferred.

Enclosed herewith are copies of correspondence received from the Township and a sketch of their proposed building and land use. Also enclosed is a draft of a quitclaim deed by which we propose to transfer title of the property.

Your concurrence in this request will not only permit public use of unused property but will do much to improve relations between the local community, the Airport and the Federal Government.

Your early consideration will be appreciated.

Sincerely

[Handwritten Signature]
Robert E. Pangburn
Airport Manager

REP/mh

encl.

QUITCLAIM DEED



THIS INDENTURE, made this _____ day of _____
in the year of our Lord One Thousand Nine Hundred and Seventy_____, between
the REGENTS OF THE UNIVERSITY OF MICHIGAN, a CONSTITUTIONAL BODY CORPORATE OF
the State of Michigan, of Ann Arbor, County of Washtenaw, State of Michigan,
hereinafter called party of the first part, and Augusta Township of Washtenaw
County Michigan, hereinafter called party of the second party.

WITNESSETH: That the said party of the first part for and in
consideration of the assumption by party of the second party of all the
obligations hereof and its agreement to take subject to all the reservations,
restrictions and conditions set out herein, does by these presents remise,
release and forever quitclaim unto the said party of the second part and to
its successors and assigns forever, subject to the reservations, restrictions,
and conditions, exception and reservation of fissionable materials and right
hereinafter set out, the following described property situate in the County
of Washtenaw, State of Michigan, to-wit:

Land in Augusta Township, T. 4S., R. 7E., Washtenaw County, Michigan, lying in
Section 7, being the land conveyed by the Ford Motor Company to Defense Plant
Corporation by deed recorded in Liber 378, Deeds, Page 596, and further
described as follows:

Beginning at a point on the N. line of Sec. 7, distant, S. $88^{\circ} 03'$
00" W., 2013.25' from the N.E. corner of said section; thence S. $3^{\circ} 47' 30''$ W.,
455.92'; thence S. $88^{\circ} 03' 45''$ W., 404.27'; thence N. $3^{\circ} 46' 45''$ E., 455.64'
to the N. line of Sec. 7; thence along said line N. $88^{\circ} 03' 00''$ E., 404.21'
to the point of beginning, containing 4.209 acres more or less.

Together with all and singular the hereditaments and appurtenances thereunto
belonging or in anywise appertaining.

And excepting from this conveyance and reserving to the United
States of America, in accordance with Executive Order 9701, approved on

March 4, 1946 (11 F.R. 2369), all fissionable materials in the above described land, together with the right at any and all times to enter upon the lands and prospect for, mine and remove such materials with all necessary and convenient means of working and transporting the materials and supplies. By accepting this instrument or any rights thereunder, the said party of the second part hereby releases the party of the first part and the United States of America from any and all liability for all claims for losses or damage arising out of the exception and the reservation above.

And by the acceptance of this deed, the party of the second part, for itself, its successors, and assigns, assumes the obligations of and agrees to the following reservations and restrictions set forth in paragraphs A (1) and (2), B (1) and C (1), hereof, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689, and applicable rules, regulations and orders:

A. (1) That insofar as is within its powers and reasonably possible, the party of the second part shall prevent any use of land, including the construction, erection, alteration, or growth of any structure or other object hereon, which use would be a hazard to the landing, taking off, or maneuvering of aircraft at the Willow Run Airport, or otherwise limit the usefulness of the Airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, as amended, shall be used, altered, modified, or improved only in a manner which does not interfere with the efficient operation of the landing area and of the Willow Run Airport facilities.

B. (1) That during the existence of any emergency declared by the President or the Congress of the United States, the Government shall have the right without charge except as indicated below, to the full,

unrestricted possession, control and use of the land area, building areas, as such terms are defined in WAA Regulation 16, as amended, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of the property as surplus; provided, however, that the Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities, and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid.

C. (1) That the above described property may be successively transferred only with the approval of the Federal Aviation Administration or the successor Government agency and with the proviso that any such transferee assume all the obligations imposed herein.

And by the acceptance of this deed, the party of the second part, for itself, its successors and assigns, takes the above described premises subject to the following reservations, restrictions and conditions, which shall be operative as conditions subsequent only and which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689, and applicable rules, regulations and orders:

(1) That the land shall be used for public purposes on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the land within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used, herein, "public purposes" shall be deemed to exclude use of presently existing buildings, structures and improvements conveyed hereby or any portion thereof for manufacturing or industrial purposes, except such activities as may be incident to the performance of aeronautical research, development, or experimental contracts to which the War and/or Navy Departments of the United States of America are parties, and except in connection with the servicing, repair, testing or

modification of aircraft or experimental aircraft work. Nothing herein shall be deemed to exclude the use of the land for any research and educational activities conducted by the party of the second part itself, provided that such research and educational use shall in no way interfere with the maintenance and operation of said premises as public land as defined herein.

It is agreed by and between the party of the first part and the party of the second part as follows:

That upon a breach of any of the reservations, restrictions or conditions by the immediate or any subsequent transferee, whether caused by the legal inability of said immediate or subsequent transferee to perform any of the obligations herein set out or otherwise, the title, right or possession, and all other rights transferred to party of the second part shall at the option of the United States Government revert to the United States Government upon demand, provided, however, that the Government shall not exercise the aforesaid option until it shall have given the party of the second party ninety (90) days advance notice in writing of its intent to exercise said option, which notice shall specify each particular breach by virtue of which such option is to be exercised and unless each particular breach in question shall not have been remedied to the satisfaction of the party of the first party within ninety (90) days following the date upon which the party of the first part notifies party of the second part in writing of its intent to exercise said option.

If the construction of any of the foregoing reservations and restrictions in paragraphs A(1) and (2), B(1) and C(1), hereof as covenants or the application of the same covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its afore-described option to cause the title, interest, right of possession, or other right transferred to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

TO HAVE AND TO HOLD THE said premises, except the fissionable materials and rights excepted and reserved above, to the said party of the second part and to its successors and assigns subject to the above mentioned reservations, restrictions and conditions.

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

By _____
R. W. Fleming, President

By _____
W. K. Pierpont, Vice President

Airports District Office
16647 Airport Rd., Rt. #4
Lansing, Michigan 48906

Mr. James D. Ramsey, Director
Michigan Aeronautics Commission
Capital City Airport
Lansing, Michigan 48906

ATTN: Mr. L. C. Andrews

RE: Willow Run Airport
Ypsilanti, Michigan
Land Release

Dear Sir:

The Airport Manager's letters of August 2, 1974, and February 17, 1975, requested the Federal Aviation Administration release the Regents of the University of Michigan of their obligations to maintain as airport property a parcel of land nine miles southwest of the Willow Run Airport in Augusta Township, Washtenaw County. This land is proposed for use as a fire substation and community center.

It has been determined that the parcel of land to be released is not now needed for public airport purposes, nor will it be needed for future development, and such release will not materially or adversely affect the use, operation or maintenance of the airport.

The Regents of the University of Michigan are hereby released from their obligations incurred under Quit Claim Deed, dated January 15, 1947, from the United States Government and under four Grant Agreements with the United States of America, Project Nos. 9-20-057-302, -503, -5904, and -7009, to maintain as airport property a parcel of land described as follows:

Land in Augusta Township, T. 4S., R. 7E., Washtenaw County, Michigan, lying in Section 7, being the land conveyed by the Ford Motor Company to Defense Plant Corporation by deed recorded in Liber 378, Deeds, Page 596, and further described as follows:

Beginning at a point on the N. Line of Section 7, distant, S. $88^{\circ} 03' 00''$ W., 2013.25' from the N.E. corner of said section; thence S. $3^{\circ} 47' 30''$ W., 455.92'; thence S. $88^{\circ} 03' 45''$ W., 404.27'; thence N. $3^{\circ} 46' 45''$ E., 455.64' to the N. line of Sec. 7; thence along said line N. $88^{\circ} 03' 00''$ E., 404.21' to the point of beginning, containing 4.209 acres more or less.

2.

The Regents of the University of Michigan are hereby authorized to issue a Quit Claim Deed to Augusta Township for the above described parcel. The Deed shall be prepared in the format of the draft submitted with the Airport Manager's letter of February 17, 1975, and upon execution shall be duly recorded with the Washtenaw County Register of Deeds.

This letter shall constitute authority for deletion of the reference to the Stoney Creek Beacon Site from the next revision of the Exhibit "A" property map. A copy of this letter should be physically attached to the Commission's copy of the Grant Agreement for FAAP Project 9-20-057-7009. An additional copy is enclosed for forwarding to the Sponsor for like attachment to its copy of the Grant Agreement. We will cause like attachment to be made to FAA's executed copies of the Grant Agreement.

Please furnish this office four (4) copies of the recorded Quit Claim Deed.

Sincerely,

GERALD L. TROUT, Chief
Airports District Office

cc: AAS-1, AGL-600, ACE-20

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

GREAT LAKES REGION
2300 EAST DEVON AVENUE
DES PLAINES, ILLINOIS 60018



60
61

DATE: April 23, 1975
IN REPLY REFER TO: AGL-7
SUBJECT: Willow Run Airport, Ypsilanti, Michigan Proposed Quitclaim Deed Covering Non-Contiguous 4.2-Acre Tract from the Regents of the University of Michigan to August Township, Michigan
FROM: Attorney, AGL-7b
TO: AGL-600 (AGL-660)

We have reviewed the subject instrument and the related correspondence transmitted for our review and comments by AGL-660 Reminder Memo dated April 16, 1975.

Independent of the matter of the form and content of the proposed Quitclaim Deed, we would make threshold observation that the record on this matter insofar as it has been presented to us does not show definitively a resolution of the question, as suggested in the AAS-1 letter dated November 4, 1974 and as more specifically spelled out in the Grid Note thereto, of requiring, or waiver of, realization of fair market value for that part of the tract not reasonably relatable to the proposed facility's area-wise needs.

See in part with allow... and zoning... would repeat suggestions...

Secondly, we make the general comment that the record on this matter should contain a negation by Airway Facilities or any discernible future need of this tract or portion thereof for navigation or approach aid siting purposes.

Discussed by phone with Harry Haskett, AGL-425 @ 2:30 on 5-7-75. We can... by Airway Facilities.

As respects the proposed Quitclaim Deed's exception and reservation to the United States of underlying fissionable materials, it appeals to us that, giving effect, as respects clearing the record title here concerned of an otherwise encumbrance, to Section 68 of the Atomic Energy Act of 1954, as amended, the FAA should on its own initiative, taking advantage of the opportunity here presented, execute and deliver to the Regents a Deed of Release operating to release this tract from the fissionable materials reservation of the surplus property instrument of conveyance from the United States. Thereupon, the corresponding reservation in the Quitclaim Deed from the Regents to the Township could and should be omitted.

Similarly, considering particularly the remoted, non-contiguous location of this tract, it would appear incumbent upon the FAA at this juncture to make application on its own initiative to the Department of Defense for its concurrence in the release of the tract from the national-emergency use provision. Assuming such concurrence be forthcoming, such release could be included in the above-referred Deed of Release.

Thereupon, there could be eliminated the corresponding provision, B(1) on ppg. 2 and 3 of the Regents' Quitclaim Deed. Another continuing encumbrance, which we believe to be essentially meaningless in this instance, on the record title could thereby be avoided and eliminated.

It would be appropriate to include a reference to the Quit Claim Deed from the United States dated January 15, 1947 together with its recording data, by way of insertion following "Executive Order 9689" in the main paragraph presently appearing in the center of Page 3 of the proposed Deed from the Regents to the Township.

As requested, the documents furnished are returned herewith.

Joseph K. McLaughlin

JOSEPH K. MCLAUGHLIN

Enclosures

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Release Designation R-3 /
North of Ecorse Rd (Subparcel
of 4)

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Airports District Office
General Aviation Building
Capital City Airport
Lansing, Michigan 48906

JUN 01 1976

Mr. Darrell S. Downey, Acting Chief Engineer
State Highways and Transportation
Bureau of Aeronautics
Capital City Airport
Lansing, Michigan 48906

RE: Willow Run Airport
Land Release

Dear Sir:

Your letter of April 7, 1976, supplements an earlier letter of February 2, 1976, from the Airport Manager requesting Federal Aviation Administration post approval of sale of land on the north side of Ecorse Road in the approach to Runway 23. This land was acquired under FAAP Project No. 9-20-057-5904 to facilitate approach clearing.

It has been determined that fee interest in land north of Ecorse Road is not needed now for public airport purposes and release will not materially or adversely affect the use, operation or maintenance of the airport. The Corporate Warranty Deed of June 30, 1970, conveyed this property to the General Motors Corporation. It provides for reconveyance of the property if expansion of the airport is deemed necessary by the Grantor.

The proceeds of the sale were placed in Airport Operating accounts. Monies exceeding the sale proceeds have been used for accomplishing necessary airport development using local funds only.

The Regents of the University of Michigan are hereby released from their obligations incurred under two agreements with the United States of America, Project Nos. 9-20-057-5904 and -7009, to maintain as airport property parcels 1 and 2 now designated as Parcel 12A-E on the attached Exhibit "A" and described as follows:

PARCEL 1:

Part of the Southeast Quarter of Section 5, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, being more particularly described as follows: Beginning at a point on the South line of Section 5, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, said point being North 88 degrees 10 minutes 28 seconds East as measured along the South line of

CONCURRENCE	
RTG. SYMBO	661
INITIALS/SI	al
DATE	5-25
RTG. SYMBO	660
INITIALS/SI	at
DATE	5-26
RTG. SYMBO	620
INITIALS/SI	18
DATE	5/27
RTG. SYMBO	622
INITIALS/SI	(12)
DATE	5/20/76
RTG. SYMBO	610
INITIALS/SI	28
DATE	5-2
RTG. SYMBO	624
INITIALS/SI	24
DATE	5/27
RTG. SYMBO	
INITIALS/SI	
DATE	
RTG. SYMBO	220
INITIALS/SI	al
DATE	5-25

2.

Section 5, a distance of 662.05 feet from the South Quarter corner of said Section 5; proceeding thence from said point of beginning North 02 degrees 42 minutes 02 seconds West a measured distance of 1335.44 feet (described 1335.30 feet) to a point; thence North 88 degrees 08 minutes 17 seconds East a distance of 163.11 feet to a point; thence South 02 degrees 42 minutes 02 seconds East a measured distance of 1335.54 feet (described 1335.30 feet) to a point on the South line of said Section 5; thence South 88 degrees 10 minutes 28 seconds West along said South line of Section 5, a distance of 163.11 feet to the point of beginning. Containing 5.00018 acres of land in area;

PARCEL 2:

Part of the South Half of Section 5, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, being more particularly described as follows: Beginning at the South Quarter corner of Section 5, Township 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; proceeding thence from said point of beginning South 88 degrees 45 minutes 50 seconds West along the South line of said Section 5 (Ecorse Road M-17), a distance of 330.00 feet to a point; thence North 02 degrees 37 minutes 45 seconds West a distance of 663.60 feet to a point; thence South 88 degrees 48 minutes 47 seconds West a distance of 420.00 feet to a point; thence North 02 degrees 35 minutes 07 seconds West a distance of 310.74 feet to a point; thence North 89 degrees 25 minutes 40 seconds East a distance of 750.00 feet to a point on the North and South Quarter line of said Section 5; thence North 02 degrees 37 minutes 49 seconds West along said Section line a distance of 297.28 feet to a point; thence South 89 degrees 25 minutes 33 seconds West a distance of 350.00 feet to a point; thence North 03 degrees 11 minutes 37 seconds West a distance of 115.60 feet to a point; thence North 89 degrees 25 minutes 35 seconds East a distance of 350.00 feet to a point on the North and South Quarter line of said Section 5; thence South 04 degrees 06 minutes 35 seconds East along said Section line a distance of 43.90 feet to a point; thence North 88 degrees 08 minutes 17 seconds East a distance of 330.00 feet to a point; thence South 02 degrees 37 minutes 49 seconds East a distance of 1335.21 feet to a point on the South line of said Section 5; thence South 88 degrees 10 minutes 28 seconds West along said South line of Section 5, a distance of 330.00 feet to the point of beginning. Containing 21.34525 acres of land in area.

INCLUDING all strips and gores of land within and adjoining the land described and claimed by Grantor, TOGETHER WITH all right, title and interest in Ecorse Road. SUBJECT TO the right of public use in Ecorse Road.

3.

This letter shall constitute authority for the substitution of the currently revised Exhibit "A, dated 4/16/76, herewith enclosed which property depicts the land released for the Exhibit "A" Property Map bearing the revision date of 12/18/69 and made a part of the 9-20-057-7009 Grant Agreement.

A copy of this letter should be physically attached to the Commission's copy of the Grant Agreement. An additional copy is enclosed for forwarding to the Sponsor for like attachment to its copy of the Grant Agreement. A notation reference should be shown on the face of the revised Exhibit "A" that it has been substituted pursuant to the authority of this letter.

We will cause like substitution and notation reference to be made in the FAA's executed copies of the Grant Agreement.

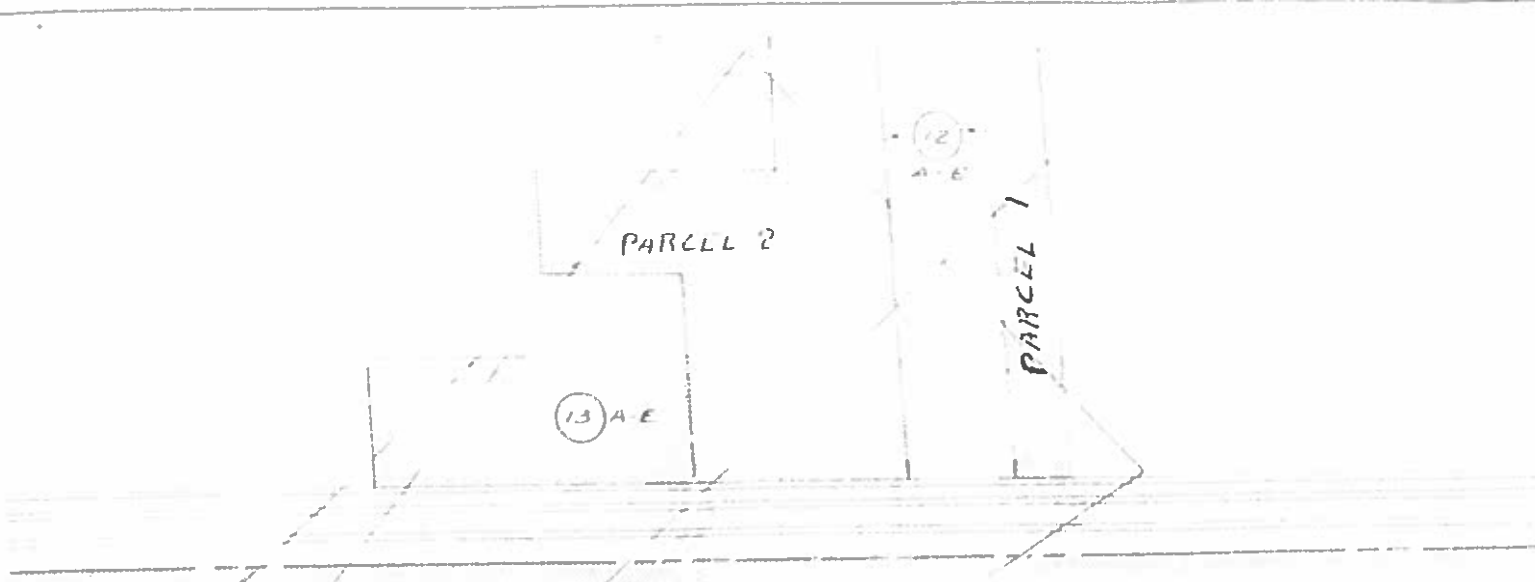
Sincerely,

GERALD L. TROUT
Chief, Airports District Office

Enclosure

cc: AAS-1, AGL-600, ACE-20

LAN-661:LIKES:5/25/76/srb



AREA 1



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

DATE: MAY 17 1976

GREAT LAKES REGION
2300 EAST DEVON AVENUE
DES PLAINES, ILLINOIS 60018



IN REPLY
REFER TO: AGL-660

SUBJECT: Willow Run Airport, Ypsilanti, Michigan; Post Approval of
Release for Land Acquired under FAAP Project -04

FROM: Chief, Airports Division, AGL-600

TO: AGL-LAN-600

Your letter dated May 5, 1976, provided background to the Corporate Warranty Deed dated June 30, 1970, which the subject Sponsor granted to the General Motors Corporation. On the basis of the representations and determinations contained in your letter and attachments thereto, we find no objections to your issuance of a release letter in the format provided.

for
for
LOUIS N. MILLION



H — 601 21

2.

10. Corporate Warranty Deed of June 30, 1970, conveying the subject land (Parcels L-1, L2C2, P, Q and R1b, R2) as well as Parcels QA, T1 and NR1A, which were not included in Grant Agreement -5904, to General Motors.

The enclosed documents have been reviewed and found acceptable from an engineering and administrative viewpoint. The Sponsor has complied with earlier FAA advice to restrict the use of the land after resale.

We have determined that fee interest in the land north of Ecorse Road is not needed now for airport purposes and release will not materially or adversely affect the use, operation or maintenance of the airport. The Corporate Warranty Deed conveying the property provides for reconveyance of the property if expansion of the airport is deemed necessary by the Sponsor.

The proceeds of the sale were placed in Airport operating accounts. Monies exceeding the sale proceeds have been used for accomplishing necessary airport development using local funds only.

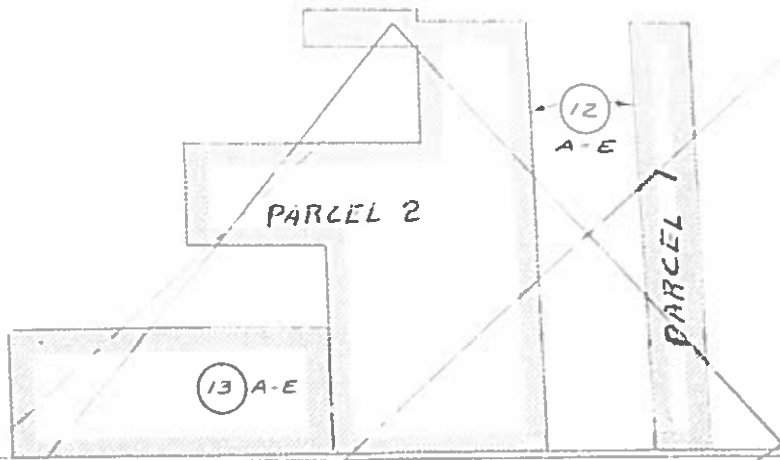
Approval of the release of the subject land to be effected by informal substitution of the revised Exhibit "A", dated 4/16/76, to the FAAP -7009 project is recommended. A draft of the proposed letter of consent to the MAC substituting the revised Exhibit "A" is enclosed for your review and approval.

Original Signed By
Robert F. DeRoock

GERALD L. TROUT
Chief, Airports District Office

Enclosures

LAN-661:LIKES:4/28/76/srb
~~XXXX~~ REWRITTEN:LAN-660 & 661:LIKES & DEROECK:5/4/76/srb



PARCEL 2

(13) A-E

(12)
A-E

PARCEL 7

AREA 1

(1)

AERONAUTICS COMMISSION
RONALD C. HFINLEIN,
CHAIRMAN
LYNN D. ALLEN, O.D.,
VICE CHAIRMAN
PETER H. BURGHER
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JAMES D. RAMSEY,
DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, GOVERNOR

DEPARTMENT OF STATE HIGHWAYS AND TRANSPORTATION

JOHN P. WOODFORD, DIRECTOR

AERONAUTICS COMMISSION
CAPITAL CITY AIRPORT
LANSING, MICHIGAN 48906
517-373-0576

April 7, 1976

Subject: Willow Run Airport
Ypsilanti, Michigan
Land Release

Mr. Gerald L. Trout, Chief
Airports District Office
Federal Aviation Administration
General Aviation Building, Room 200
Capital City Airport
Lansing, Michigan 48906

Dear Mr. Trout:

Transmitted herewith is a copy of the Airport Manager's letter dated February 2, 1976, which is a narrative of the acquisition and subsequent sale of land parcels P, L1, L2C2, Q and R1. Also enclosed are copies of four pieces of correspondence from the Willow Run files which are indicative of previous communications with FAA and this Bureau.

Also enclosed is a copy of the land acquisition summary covering the original acquisition of the land parcels in 1959. I have written Mr. Pangburn asking him to submit copies of the University to General Motors deed which contains height and use restrictions.

Very truly yours,

Stanley D. Mulder
Project Programming and Review Section
MICHIGAN AERONAUTICS COMMISSION

SDM:ma



MICHIGAN The Great Lake State



THE UNIVERSITY OF MICHIGAN
WILLOW RUN AIRPORT
YPSILANTI, MICHIGAN
48197

AREA 313-482-2843
482-9680

February 2, 1976

FEB 3 1976

Mr. James D. Ramsey, Dep. Director
Michigan Department State Highway & Transportation
Bureau of Aeronautics
Capital City Airport
Lansing, Michigan 48906

Re: Willow Run Airport
Ypsilanti, Michigan
Land Sale

Dear Sir:

Under FAAP Project 9-20-057-5904, dated March 4, 1959, several parcels of land were purchased by The University to facilitate approach clearing on the North side of Ecorse Road in the approach to runways 23 at Willow Run. Five of these parcels (P, L-1, L2C2, Q, R1) with an adjusted cost of \$77,551.00 were included in the FAAP project while 9 other parcels were not included.

It was never the desire nor intent of The University to retain ownership of these properties but to return them to the local tax rolls as rapidly as possible. It was deemed expedient, in order to fulfill the requirement of approach clearing, to purchase the land, clear the approach and resell the land with sufficient restrictions to protect the approach.

The desired result was obtained and the land resold, however, not without seeking the concurrence of your office and the FAA. To substantiate this, I have attached hereto copies of four communications from our file.

The land was never needed for airport purposes except to expedite approach clearing. The deed which conveyed the land to General Motors Corporation contains restrictions sufficient to protect the airport's interests. Monies received from the sale of this land was placed in the Airport operating accounts.

The University has not realized profits from this sale nor has it used any State or Federal share of costs to provide local matching funds for other projects. To substantiate this, the following airfield projects were accomplished using local funds only.

- | | |
|---|-------------|
| 1. Resurface Taxiway - East Ramp to Runway 27R -1971- | \$13,050.00 |
| 2. Resurface portions of inside and outside taxiways and North End of Hangar 11 apron -1970 | 61,500.00 |

Continued.....

Mr. Ramsey

- 2 -

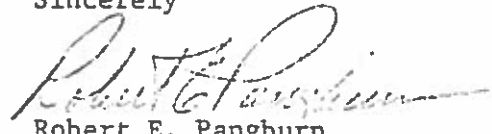
2/02/76

3. Resurface Northerly $\frac{1}{2}$ of Runway 14-32 -1971- \$99,800.00

It is apparent that our good intentions and efforts were incomplete in that we did not obtain a required release from FAA to re-sell the land. With this letter I am requesting post approval of your office and the FAA of the sale of those parcels of land purchased under project 9-20-057-5904 as listed above.

Exhibit "A" Property map has been revised to reflect change in land ownership and the resultant easements retained through the sale.

Sincerely



Robert E. Pangburn
Airport Manager

Enclosure:

REP:hc

April 20, 1961

Mr. E. J. Johnston
Real Estate Analyst
Michigan Department of Aeronautics
Capital City Airport
Lansing 6, Michigan

Dear Ed:

Enclosed are four copies of supplemental appraisals for the salvage value of property purchased by the University of Michigan at Willow Run Airport. Paul Eiman has made a few minor changes in salvage values with which I have agreed.

I met with Mr. Butcher, FAA Regional Office, Kansas City concerning the resale of the properties on Ecorse Road. Mr. Butcher has advised us that the FAA policy is they do not recommend resale of the Ecorse properties for residential purposes. The FAA seems to be adamant they will not change in this attitude. They do not object to our resale of the property except on this basis so would you please determine if there is any way in which we can dispose of both buildings and the land for some other purpose which would not be objectionable to the FAA policy.

As regarding those areas which were cleared under permit and not a continuing easement I was not able to obtain a definite answer as to whether they would be considered eligible for federal aid although I pointed out to the FAA that it was my understanding that our zoning ordinance had been considered by our attorney as a continuing right for the removal of obstructions in the approach areas. It seems further discussion will be necessary concerning this latter item. I will contact you at a later date for a meeting in Lansing to discuss the two above problems.

Sincerely,

Floyd G. Wakefield

FGW/swr

Encl. (4)

June 14, 1961

Mr. A. C. Andrews
Assistant Director and Chief Engineer
Michigan Department of Aeronautics
Capital City Bldg.
Lansing 6, Michigan

Dear Mr. Andrews:

Since your department prepared its last summary of land acquisition for Willow Run Airport for Project 9-20-057-594h dated February 13, 1961 I have had several discussions with representatives of the Federal Aviation Agency concerning what policy will be applied to the disposal of property purchased by the University of Michigan for the clearing of approach at Willow Run Airport.

I have been advised verbally that according to the Grant Agreement covering the costs of this project the University of Michigan may technically recall the property with the houses presently situated on the property if an easement allowing continuing aviation rights and control over the height of obstructions is contained in the deed transmitting the property to a purchaser. However, I have been advised by officials of the Federal Aviation Agency from the district level to the Washington level that the recall of the property with the houses is not recommended.

The noise abatement procedures which have been established by the Federal Aviation Agency and as stated in Paragraph 6, Sub-paragraph d of Page 18 of the FAA planning series item number 3 dated September 2, 1960 may require greater restrictions than contained in the Grant Agreement for Project 9-20-057-594h. It is recommended by the FAA that if the University of Michigan requests Federal participation for the actual total costs of land acquisition in conjunction with the above Grant Agreement the University of Michigan recall the property for agricultural purposes or purposes such as will fall within the recommendations of the aircraft noise abatement program.

Will you please advise if the Michigan Department of Aeronautics concurs with these recommendations and desires the actions which have been suggested to me by FAA officials in order that the University of Michigan may begin proceedings to dispose of the properties which have been purchased and cleared of obstructions and those which have been purchased and will be cleared at a later date.

Sincerely,

Floyd O. Wakefield

FOW/ncs

7-1-61



MICHIGAN DEPARTMENT OF AERONAUTICS

COMMISSIONERS: H. J. Norton, Chairman • Robert C. Jakems, Vice Chairman • Walter T. Hink
C. J. Reuse • Joseph Rutkowski • Joseph A. Childs • John C. Mackie • Gerald E. Eddy
James D. Ramsey, Director

July 3, 1961

Subject: Willow Run Airport
Land Acquisition
Project No. 9-20-057-5904

Mr. Floyd G. Wakefield
Airport Supervisor
Willow Run Airport
Ypsilanti, Michigan

Dear Mr. Wakefield:

We have your letter of June 14, 1961. We concur with the Federal Aviation Agency's advice to you regarding the sale of the land acquired in Project 9-20-057-5904.

We wish to qualify our opinion by stating that if the amount of money received for these properties from resale for agricultural purposes would be very small that we believe it would be advantageous to the State of Michigan and the University of Michigan to retain the property for possible future airport use.

Very truly yours,

L. C. Andrews
Assistant Director
ENGINEERING

Enc: 2

THE UNIVERSITY OF MICHIGAN

October 4, 1961

RECEIVED

OCT 4 1961

MEMO TO: G. L. Lee, Jr.

CLERK

FROM: Floyd G. Wakefield

SUBJECT: Willow Run Airport Land Acquisition for Clear Zones.

On September 30, 1958 the University of Michigan submitted a Project Application through the Michigan Department of Aeronautics to the Federal Aviation Agency for the following airfield improvements: installation of runway lights, resurfacing of portions of runways and the west ramp, approach clearing to all except the north-south runway and land acquisition which was necessary to perform the approach clearing. The approach clearing was included in this Project Application due to the fact that it was a primary requisite of the Federal Aviation Agency before that agency would participate in any other airfield improvements.

The engineering required to prepare plans for the above items in the Project Application was anticipated to consume the better part of a year so that the Federal Aviation Agency recommended combining the 1959 airfield improvements with the 1960 and 1961 improvements which had been requested on a five year program. Subsequently, the Federal Aviation Agency submitted a Grant Agreement to the University of Michigan, dated January 26, 1959, which included additional resurfacing of the airport. The total Federal matching funds was \$320,000. Preliminary work began on the above projects in early 1959.

By November, 1959 the University had either acquired easements, permits, or purchased enough land to begin construction on the approach clearing. Endeavors to acquire additional easements or land necessitated terminating the approach clearing until additional land rights were obtained. Additional land acquisition was culminated during the spring of 1961. A supplementary contract for approach clearing is now being initiated.

Inasmuch as the University is nearing the completion of the second contract for approach clearing, discussions have been held with the Federal Aviation Agency and the Michigan Department of Aeronautics concerning the disposal of the land acquired by the University in order to finalize the total cost of the land acquisition for the clearing of approaches. The Federal Aviation Agency stated in the Grant Agreement that it desired the maximum protection in the way of land rights in clear zone areas. If an easement was the only legal right which could be obtained by the University on lands acquired for the clear zone areas this would have represented the maximum legal right which the University would have obtained. However, inasmuch as the University was forced to purchase land in order to remove obstructions, it is recommended by the Federal Aviation Agency and the Michigan Department of Aeronautics that the University retain ownership of the property which has been purchased. It is also recommended that the property be utilized only for agricultural purposes and that the present

October 4, 1961

dwellings not be reoccupied for residential purposes. This condition will be imposed upon the University when the construction contract is completed and when the University makes an application for reimbursement for 50% of the land acquisition costs. I have discussed this condition with Mr. E. A. Cumiskey and he agrees that the Federal government may rightfully withhold reimbursement of land acquisition costs unless the University complies with this agreement.

Since I have discussed the conditions of the agreement with Mr. Cumiskey, I have met with the Federal Aviation Agency officials concerning what maximum legal right the University must retain in order to qualify in its application for Federal participation in the land acquisition costs. I have been advised that, if the University is insistent that the land be resold, the Federal Aviation Agency will consider as maximum legal rights on the land, a resale of the land with the condition that the property not be used for anything other than agricultural purposes, and that no obstructions or structures be allowed to remain on the property. This in effect means that the University must remove the dwellings from the land which it has purchased in order to prevent the structures from being used as residences.

I have discussed with the Michigan Department of Aeronautics several methods of removing the present structures which would be legally acceptable and economical to the University. There seem to be only two alternatives to fulfill our requirements: one, issue requests for sealed bids for the removal of the present structures, or, two, enter into a contract with an auctioneer to hold a public auction for the removal of the structures or parts of the structures and then, from the proceeds gained by such an auction, clean the sites after the structures have been either removed or demolished.

Discussions with the Grand Rapids airport manager revealed that they have in the construction of a new airport utilized both methods of structure removal. Their experience has been that sealed bids for contractors to remove the structures has been a cost which was not reimbursable by either the state or federal agencies, and was considered a considerable expense. Their experience with a public auction was, in their estimation, most advantageous in that the removal of the structures cost them nothing; in fact they realized a \$4000 profit after the auction was completed and the costs for the clearing of the sites was consummated.

Plans are now being prepared for the final removal of obstructions in the clear zones, and at this time I would like to have your approval to proceed with either one of the two methods of disposing of the structures on five different parcels of land. The University has purchased a total of eight parcels of land totaling approximately 30 area acres. In addition we have acquired three continuous easements on three other parcels of land. In addition to the above the University has acquired two temporary permits to remove obstructions, and which will constitute a continuous legal right to control obstructions by virtue of the Willow Run Airport Zoning Ordinance. The total land cost at this time is \$108,745.14. The Federal government has indicated that it will participate in 50% of the above costs after the contract for obstruction removal has been completed and the legal conditions established on height restrictions and an application for the reimbursement of land acquisition costs has been submitted by the University.

In this last item, will you kindly advise me if the University wishes to attempt to resell the property after the structures are removed, or, in view of the fact that it is estimated that the property will return only a nominal resale price, should the University retain the property.

Floyd G. Wakefield
Floyd G. Wakefield

FGW/scw

- 1 - Disposal of structures
- 2 - Sale of land

L. H. L. Ramsey

LAND ACQUISITION SUMMARY REPORT

SHEET 1 OF 3

NAME OF SPONSOR <u>University of Michigan</u>	STATE OF MICHIGAN	PROJECT NO.
NAME OF AIRPORT <u>Detroit-Willow Run</u>	DEPARTMENT OF AERONAUTICS	9-20-057-04
CITY - LOCATION <u>Detroit, Michigan</u>	ENGINEERING DIVISION	REPORT NO.
DATE OF REPORT <u>8-4-65</u>	L. C. ANDREWS - CHIEF ENGINEER	4 Final

PARCEL NO.	NAME OF PRECEDING OWNER OR PAYMENT MADE TO	PRICE PAID	AREA ACRES	CLOSING DATE	INTEREST ACQUIRED	REMARKS
X I.1	L. Casper & Helen H. Goldsmith & Frederick W. Mucke Salvage	2,600.00 0.00	5.2	3-13-59	Fee	
Qa	Charles W. & Christa L. Smith Salvage	800.00 0.00	0.2	3-10-59	Fee	
X L2C2	Henry & Virginia Campbell Salvage	500.00 0.00	0.93	3-12-59	Fee	
P	Helen E. Smith Salvage	23,000.00 0.00	1.48	3-16-59	Fee	
Q	George C. & Helen E. Wilson Salvage	23,000.00 0.00	1.21	3-12-59	Fee	
R1b R2	Harold B. & Alice E. Lonskey Salvage	30,000.00 0.00	4.59	3-24-59	Fee	
X T1	Louis & Ida Kiser Salvage	19,000.00 96.57 0.00	5.0	10-14-60 8-1-60	Fee	Prorated Taxes
X NR1A	George & Anna Sabo Salvage	47,000.00 0.00	7.83	12-12-60	Fee	
X E1A	David O. McMullen Salvage	7,490.00 0.00	15.0	9-29-60	Fee - Now Easement	
This property was traded with an easement clause in the deed to the Ford Motor Company for easement over the following parcels.						
TOTAL						

SUMMARY COSTS

ITEM	WARRANTY DEED	EASEMENTS-PERMITS	INCIDENTAL COSTS	REMARKS
LAND EASEMENTS				
PERMITS				
APPRAISALS				
ABSTRACT COSTS				
COURT COSTS				
OTHER COSTS				
TOTALS				GRAND TOTAL

COMPILED BY _____

Airports District Office
 16647 Airport Rd., Rt. #4
 Lansing, Michigan 48906

AUG 15 1975

Mr. James D. Ramsey, Dep. Director
 State Highways and Transportation
 Bureau of Aeronautics
 Capital City Airport
 Lansing, Michigan 48906

ATTN: Mr. L. C. Andrews

RE: Willow Run Airport
 Ypsilanti, Michigan
 Land Sale - Our Letter Dated 7/1/75

Dear Sir:

We have received a copy of Mr. Pangburn's letter of August 6, 1975, which was hand carried to this office August 8 by Mr. Hamlen.

Our records show that the land in the northeast approach conveyed to General Motors by Corporate Warranty Deed June 30, 1970, was included in FAAP Project 9-20-057-5904 for Federal participation. The Grant Amendment for this project did not withdraw Federal participation in the land. The Report of Final Audit issued March 19, 1969, shows adjusted costs for the following parcels numbered as shown on the Exhibit "A" for the -5904 Project.

<u>Parcel</u>	<u>Adjusted Costs</u>
P	\$21,675.00
L-1	3,136.75
L2C2	832.50
Q	24,457.50
R1	27,449.25
Total	\$77,551.00

Federal participation was at the rate of 50% of these adjusted costs. The Sponsor's costs for Parcels Qa, T-1, NR1A, M, L2A, L2B1, L2B2, L2C1, and S were disallowed as these parcels were not considered a part of the project.

CONCURRENCES
RTG. SYMBOL 600A
INITIALS/SIG. ms
DATE 8-13-75
RTG. SYMBOL 661
INITIALS/SIG. al
DATE 8-14
RTG. SYMBOL 660
INITIALS/SIG. PR
DATE 8-15
RTG. SYMBOL
INITIALS/SIG.
DATE
RTG. SYMBOL
INITIALS/SIG.
DATE
RTG. SYMBOL
INITIALS/SIG.
DATE
RTG. SYMBOL
INITIALS/SIG.
DATE

2.

Please advise the Sponsor that our letter of July 1, 1975, still applies insofar as Parcels P, L-1, L2C2, Q and R1 are concerned.

Sincerely,

ORIGINAL SIGNED

ROBERT F. DEROECK
Chief, Programming Section

A. LIKES/8/13/75/srb

THE UNIVERSITY OF MICHIGAN
WILLOW RUN AIRPORT
YPSILANTI, MICHIGAN
48197

AREA 311-402-2943
402-9660



August 6, 1975

LAN-600	92
LAN-601	
LAN-610	
LAN-620	
LAN-621	
LAN-630	
LAN-680	AP

Mr. William E. Hamlin, Chief
Project Programming and Review Section
Michigan Aeronautics Commission
Capital City Airport
Lansing, Michigan 48906

Dear Bill:

With reference to your letter of July 16, and that of R. Deroeck of July 1, concerning land release at Willow Run, I offer the following.

The land in question conveyed to General Motors by the University was part of the original request of project 9-20-057-5904. However, after many years of effort we were not able to satisfy the requirements of FAA and the Project was closed out without FAA participation in cost of the land.

Project 9-20-057-10 was initiated in another effort to gain FAA participation in these land costs in the amount of \$30,373.00. Prior to the University's signing the grant offer we were able to negotiate a price of some \$113,000.00 for the sale of the property to General Motors with sufficient restrictions to protect the airport's interest.

Federal participation in our cost of acquiring the land was not realized.

My files contain correspondence between Mr. Floyd Wakefield and Michigan Aeronautics Commission relative to the conditions of resale of this land by the University which contain recommendations of the FAA relative to easements and removal of houses. These recommendations were followed.

I do not feel it necessary that we request post approval to sell this property.

Ehibit "A" is being revised as requested.

Very truly yours

Robert E. Pangburn
Airport Manager

REP/mh

RECEIVED
AUG 7 1975
ENGINEERING DIVISION

JUL 01 1975

Airports District Office
16647 Airport Rd., Rt. #4
Lansing, Michigan 48906

Mr. James D. Ramsey, Director
Michigan Aeronautics Commission
Capital City Airport
Lansing, Michigan 48906

ATTN: Mr. L. C. Andrews

RE: Willow Run Airport
Ypsilanti, Michigan
Land Sale

Dear Sir:

Enclosed is a copy of a June 16, 1975, letter from Robert E. Pangborn, Willow Run Airport Manager, along with a copy of a Corporate Warranty Deed, dated June 30, 1970, conveying property in the northeast approach to General Motors Corporation.

The ~~Property~~ property conveyed was purchased in fee under FAAP Project 9-20-057-5904 Grant Agreement, dated March 4, 1959. We find no record of a release being issued for the sale of this land acquired with FAAP funds.

Prior to release from the obligations of the Federal Agreement to maintain the land for airport purposes, the Sponsor must furnish the following:

1. The sponsor's written request to obtain post approval for the sale of the land. The request should include information as to which agreements are involved, why the release is requested, what facts and circumstances justify the request and why the land is not now needed for airport purposes.
2. A revised Exhibit "A" Property Map correctly delineating the airport property after sale of the land.

Please advise the Sponsor of the above requirements. This office will assist in obtaining the necessary documents if you so desire.

Sincerely,

ORIGINAL SIGNED
ROBERT F. DEROECK, Chief
Programming Section

*Talked to Steve Mulder 7/16.
He is getting revised Exh. A from
Brewer & will provide as soon as
received. AF*

LIKES/6/30/75/srb

Enclosure

CONCURRENCES	
RTG. SYMBOL	600A
INITIALS/SIG.	<i>sb</i>
DATE	6-30-75
RTG. SYMBOL	661
INITIALS/SIG.	<i>sb</i>
DATE	7-1
RTG. SYMBOL	660
INITIALS/SIG.	<i>sb</i>
DATE	7-1
RTG. SYMBOL	
INITIALS/SIG.	
DATE	
RTG. SYMBOL	
INITIALS/SIG.	
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RTG. SYMBOL	
INITIALS/SIG.	
DATE	
RTG. SYMBOL	
INITIALS/SIG.	
DATE	

Release Designation R-4 /
Parcels E14, E15, E16, E17

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Airports District Office
Willow Run Airport, East
8800 Beck Road
Belleville, MI 48111

February 12, 1986

Mr. James A. Meyers, Director
Office of Public Services
County of Wayne
728 City-County Building
2 Woodward Avenue
Detroit, MI 48226

Dear Mr. Meyers:

Willow Run Airport, Ypsilanti, Michigan
Deed of Release

The letter of August 13, 1985, from Mr. Gerald King, Administrative Assistant, Willow Run Airport, requested the Federal Aviation Administration to release the County of Wayne from its obligation to utilize three parcels of land located along the westerly boundary of the airport for aeronautical purposes. The land use proposed is for non-aeronautical industrial purposes.

It has been determined that the parcels of land to be released are not needed for present or foreseeable airport purposes and a change to non-aeronautical use will not materially or adversely affect the use, operation, or maintenance of the airport.

The original and two copies of the Deed of Release, dated January 31, 1986, are enclosed for acceptance by the County of Wayne. If the terms of the Deed of Release are satisfactory, it should be accepted by an officer of the County who has been duly authorized to take such action by an appropriate resolution of the County's governing body. The Deed of Release should also be recorded.

The County may retain an executed copy of the Deed of Release for its records. The executed original and one copy of the Deed of Release should be returned to the Detroit Airports District Office.

As a condition of this release, the County of Wayne agrees:

- a. To revise the Willow Run Airport Exhibit "A" Property Map to depict the leased area as non-aeronautical use.
- b. To depict the leased area as "Non-Aeronautical Use" on the next revision of the Airport Layout Plan.

If you have any questions, contact Mr. Dean Nitz, at (313)484-4040.

Sincerely,

SIGNED

Gerald L. Trout
Manager, Airports District Office

CONCURRENCES
RTG. SYMBOL 650
INITIALS/SIG. DN
DATE 2/12/86
RTG. SYMBOL 650.v
INITIALS/SIG. [Signature]
DATE 6/2/86
RTG. SYMBOL
INITIALS/SIG.
DATE
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RTG. SYMBOL
INITIALS/SIG.
DATE



U.S. Department
of Transportation
**Federal Aviation
Administration**



Memorandum

Subject: ACTION: Deed of Release, Willow Run Airport,
Detroit, Michigan (29.5 Acres)

Date: **JAN 31 1986**

From: Manager, Programs/Safety Branch, AGL-660

Reply to
Attn. of: **Chrisos:FTS-384-7531**

To: Manager, Detroit ADO

Attached is the original and three (3) copies of the subject Deed of Release. Please furnish this office a copy of this Deed of Release after it has been properly executed and recorded.

for Virginia Chrisos
Robert L. Winsor

Attachments

DEED OF RELEASE

This instrument, a Deed of Release, made this 31st day of JANUARY, 198~~6~~, by the United States of America, acting by and through the administrator of the Federal Aviation Administration under and pursuant to the powers and authority conferred on him by Public Law 311, 81st Congress, (63 Stat. 700), as amended, hereinafter called the Government, to the County of Wayne, Michigan a body politic under the State of Michigan, hereinafter called the County.

WITNESSETH, THAT:

WHEREAS, by Quitclaim Deed dated January 17, 1947, and subsequent transfer agreement dated January 31, 1977, the United States of America, acting by and through the Administrator of the General Services Administration, did convey and quitclaim to the Wayne County Road Commissioners of Wayne County, Michigan, its successors and assigns, subject to certain reservations, restrictions, and conditions, all of its rights, title, and interest in and to lands and certain property known as the Willow Run Airport, hereinafter called the Airport, situated in the Counties of Wayne and Washtenaw, State of Michigan, together with appurtenant buildings, structures, and improvements located upon the premises conveyed as fully described in said Quitclaim Deed; and

WHEREAS, the County has requested that approximately 29.5 acres of airport property, more fully described hereinafter, be released from the conditions, reservations, and restrictions of the above-mentioned Quitclaim Deed, to enable the county to lease the property to General Motors Corporation, who will use the property for an industrial chemical treatment and material storage plant, and

WHEREAS, the Government has determined that 29.5 acres are not needed or required for airport purposes; that use of the property for the purpose stated will not adversely affect the use, operation, or maintenance of the airport, and that the lease or subsequent sale of the property shall further protect and advance the interest in civil aviation in that the net revenue generated by the 29.5 acres shall be used by the County for the development, improvement, operation or maintenance of the Airport.

NOW, THEREFORE, for and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the Government, subject to the conditions and reservations hereinafter set forth, hereby releases the property as described in exhibit "A", "B" and "C", attached hereto and incorporated herein, from the conditions, reservations, and restrictions as contained in the above-mentioned Quitclaim Deed.

The above release is subject to the following conditions and reservations:

1. The instrument conveying an interest in and to the above-described property will be recorded and shall include the following:

a) The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing, taking off from, or operating from the Airport.

b) The Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the herein-described real property which would interfere with or be a hazard to the flight of aircraft over the property to and from the Airport or interfere with air navigation and communication facilities presently or in the future serving the Airport.

c) The Grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstruction on the herein-described real property to a height which will not exceed allowable heights as now and hereafter defined in Part 77 of the Federal Aviation Regulations dated May 1, 1965, as revised.

2. The County will return an accepted copy of this Deed of Release to FAA, and thereafter will revise the lease with General Motors Corporation, dated October 11, 1955, to include the following provision;

"TENANT shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises, or in the event of any planned modifications or alterations of any present or future building or structure on the leased premises."

An executed copy of the lease revision, or the revised lease shall be furnished to the FAA.

3. The County will use the net proceeds received from the lease of the 20.5 acres, based on the total rental amounts set forth in the Lease Agreement dated October 11, 1955, between the "Board" and General Motors Corporation, both for the basic term of the lease and any extensions, for development, improvement, operation or maintenance of the Airport. The use of such proceeds shall be accomplished no later than 5 years from the date of receipt of such income, on an annual basis, the first such five year period beginning December 1, 1955. Proceeds used for other than operation or maintenance of the Airport shall be utilized in accordance with Exhibit "B", attached hereto and incorporated herein.

4. The County shall not sell or offer for sale the property described in exhibits "A," "B," and "C," without prior written approval of the FAA. Such request for approval shall be accompanied by an appraisal establishing then-current fair-market value. The net proceeds received from the sale shall be deposited into the Airport Surplus Property Fund and the County shall use such funds, without Federal matching funds, for improvement of the Airport in accordance with the order of priority designated by the Government in Exhibit D attached hereto, which improvement shall be accomplished no later than 5 years from the date of receipt of such income.

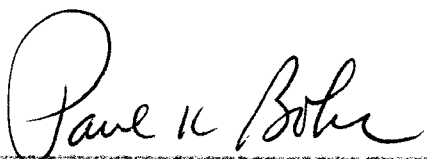
5. The County shall establish separate financial account records to identify source and expenditure of these funds and shall submit a financial summary to the FAA, on an annual basis.

PROVIDED, HOWEVER, and it shall be a condition hereof, that this Deed of Release shall not be construed as releasing any land other than the above-described 29.5 acres, for any purposes other than as described above, from the reservations, restrictions, and conditions set forth in the above-mentioned Quitclaim Deed, nor shall it be construed as releasing the County with respect to its obligations as Grantee thereunder.

By its acceptance of the Deed of Release the County covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the aboved-described real property.

IN WITNESS WHEREOF, the United States of America has caused this Deed of Release to be executed on the day and year first hereinabove set forth.

UNITED STATES OF AMERICA

by 
Paul K. Bohr, Director
Great Lakes Region
Federal Aviation Administration

On this 31st day of January, 1966, personally appeared before me, a Notary Public in and for Cook County, Illinois, Mr. Paul K. Bohr, personally known to me to be the person who executed the within Deed of Release and known to me to be the Director, Great Lakes Region, Federal Aviation Administration, who upon being duly sworn, acknowledged himself to be the identical person whose name is affixed by signature to the foregoing instrument and he duly acknowledged the execution by him of the same, on the day and date appearing thereon, for and on behalf of and as the free act and deed of the United States, acting by and through the Administrator of the Federal Aviation Administration, pursuant to authority duly delegated by the said Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Des Plaines, Illinois, the day and year last above written.

Donald P. Russo
Donald P. Russo
Notary Public
Cook County, Illinois

My commission expires:

My Commission Expires Feb. 26, 1969

Accepted:

County of Wayne, Michigan

BY: _____
Title

Date: _____

EXHIBIT "A"

Part of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw 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; thence the following courses and distances along the Easterly and Southerly line of the General Motors Corporation, Hydro-Matic Division, Willow Run Plant Property, South 01 degree 37 minutes 20 seconds west along the East line of said Section 12, a distance of 39.00 feet to the Northwest corner of Section 7, T. 3 S., R. 6 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 31.07 feet to a point; thence South 01 degree 17 minutes 20 seconds West, 425.47 feet to a point; thence North 89 degrees 59 minutes 56 seconds East, 153.18 feet to a point; thence South 00 degrees 10 minutes 04 seconds West, 275.60 feet to a point; thence South 09 degrees 59 minutes 30 seconds West across the line corner to said Sections 7 and 12 and into said Section 12, a distance of 420.16 feet to a point; thence South 30 degrees 40 minutes 15 seconds West, 536.67 feet to a point; thence South 24 degrees 17 minutes 00 seconds East across the line corner to said Sections 12 and 7 and into said Section 7, a distance of 741.15 feet to a point; thence South, 742.31 feet to a point; thence South 41 degrees 23 minutes 40 seconds West across the line corner to said Sections 7 and 12 and into said Section 12, a distance of 220.65 feet to a point; thence South 64 degrees 20 minutes 25 seconds West, 125.00 feet to a point; thence North, 40.50 feet to a point; thence North 75 degrees 54 minutes 20 seconds West, 404.75 feet to a point; thence West, 471.73 feet to a point; thence South 60 degrees 00 minutes 40 seconds West a measured distance of 241.25 feet (described 243.27 feet) to a point; thence South 77 degrees 57 minutes 25 seconds West a distance of 4.55 feet to the point of beginning of the parcel of land herein being described; Proceeding thence from said point of beginning, South 04 degrees 02 minutes 01 second West along the Easterly edge of an existing concrete roadway, a distance of 1102.70 feet to a point of curve in said roadway; thence

(Continued)

continuing along the easterly edge of said roadway, along the arc of a curve, concave to the northeast, having a radius 334.72 feet, a central angle of 50 degrees 31 minutes 07 seconds, an arc distance of 295.13 feet (chord bears South 25 degrees 12 minutes 35 seconds East 249.06 feet) to a point; thence North 64 degrees 38 minutes 55 seconds West, along a line not tangent to the foregoing curve, a distance of 204.64 feet to a point of curve; thence along the arc of a curve concave to the Northeast, having a radius of 3233.20 feet, a central angle of 86 degrees 05 minutes 00 seconds, an arc distance of 454.26 feet (chord bears North 60 degrees 35 minutes 25 seconds West 433.69 feet) to a point of tangent; thence North 56 degrees 33 minutes 55 seconds West, a distance of 1424.43 feet to a point of curve; thence along the arc of a curve, concave to the northeast, having a radius of 3739.90 feet, a central angle of 81 degrees 59 minutes 40 seconds, an arc distance of 150.36 feet (chord North 65 degrees 34 minutes 07 seconds West 103.29 feet) to a point of tangent; thence North 54 degrees 34 minutes 09 seconds West, a distance of 359.50 feet to a point on the southerly line of said General Motors Corporation, Hydraulic Division, Willow Run Plant Property; thence the following courses and distance along the southerly line of said hydraulic Division, Willow Run Plant Property, South 69 degrees 55 minutes 54 seconds East, 61.04 feet to a point; thence South 66 degrees 33 minutes 55 seconds East, 215.23 feet to a point; thence South 75 degrees 32 minutes 00 seconds East 172.25 feet to a point; thence South 86 degrees 44 minutes 00 seconds East 75.00 feet to a point; thence South 67 degrees 23 minutes 00 seconds East 70.12 feet to a point; thence East 1059.05 feet to a point; thence North 24.27 feet to a point; thence North 77 degrees 57 minutes 35 seconds East a distance of 497.22 feet to the point of beginning. Containing 27.300 acres, more or less, of land in area. Subject to one / or together with all easements of records.

EXHIBIT "B"

Part of Section 12, T. 3 S., R. 7 E., Ypsilanti Township, Washtenaw County, and part of Section 7, T. 3 S., R. 6 E., Van Duren 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; Running thence the following courses and distances along the Easterly line of the General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property, 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, T. 3 S., R. 6 E., Van Duren Township, Wayne County, Michigan; thence North 07 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, 525.40 feet to a point; thence North 09 degrees 09 minutes 56 seconds East, 153.10 feet to a point; thence South 00 degrees 00 minutes 04 seconds West, 275.00 feet to a point; thence South 09 degrees 09 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, 534.67 feet to a point; thence South 24 degrees 17 minutes 05 seconds East, a distance of 102.37 feet to the point of beginning of the parcel of land herein being described; Proceeding thence from said point of beginning South 74 degrees 42 minutes 16 seconds East along the line of a six foot chain link fence, a distance of 32.84 feet to an angle point in said fence line; thence continuing along said fence line, South 09 degree 58 minutes 36 seconds East across the line common to said Sections 12 and 7 and into said Section 7, a distance of 231.05 feet to a point; thence South, along the Northerly extension of a portion of the Easterly line of said General Motors Corporation, Hydra-Matic Division, Willow Run Plant Property, a distance of 573.60 feet to a point on the Easterly line of said Hydra-Matic Division Property; thence North 24 degrees 17 minutes 05 seconds West along said property line, a distance of 630.08 feet to the point of beginning. Containing 1.707 acres, more or less, of land in area. Subject to and / or together with all easements of records.

Exhibit 2 to Use of Release (Approx. 20.5 acres)

ORDER OF PRIORITY FOR REALIZATION OF LEASE NET PROCEEDS:

- (x) Airport development, eligible under a federal assistance program for airports, and agreeable to the FAA (and as appropriate, in the MPAI by priority of need) to be accomplished in accordance with currently applicable FAA design criteria.
- (i) Any aeronautical items or airport development ineligible under a federal assistance program for airports.
- (c) Deposit at interest in an identifiable account for deferred use within a reasonable time not to exceed five years for items in priority (a) and (i) above. The interest or dividends from these deposits can be used for the current operation and maintenance of the aviation-use airport property.
- (d) Retirement of airport bonds which are secured by pledges of airport revenue, including repayment of loans from other Federal agencies for such development.
- (e) Development of common-use facilities and utilities of dedicated revenue production property of the airport.

REMINDER MEMO

→ AVOID ERRORS — PUT IT IN WRITING ←

TO:

Robert Whasor

SUBJECT:

Willow Run Airport

Land Release

DATE

7/6/76

WORK ORDER

ROUTING SYMBOL

AEL-bbb

Attached, per our conversation, is a marked up copy of the proposed Draft of Release. The revisions have been coordinated with Wayne Co. and appear to be acceptable.

Please expedite the Regional approval process to the extent reasonable.

Thanks,

SIGNATURE

Alison C. Nantz

ROUTING SYMBOL

DET-1110

DEED OF RELEASE

This instrument, a Deed of Release, made this ___ day of _____, 198_, by the United States of America, acting by and through the administrator of the Federal Aviation Administration under and pursuant to the powers and authority conferred on him by Public Law 311, 81st Congress, (63 Stat. 700), as amended, hereinafter called the Government, to the County of Wayne, Michigan a body politic under the State of Michigan, hereinafter call the County.

WITNESSETH, THAT:

WHEREAS, by Quitclaim Deed dated January 17, 1947, and subsequent transfer agreement dated January 31, 1977, the United States of America, acting by and through the Administrator of the General Services Administration, did convey and quitclaim to the Wayne County Road Commissioners of Wayne County, Michigan, its successors and assigns, subject to certain reservations, restrictions, and conditions, all of its rights, title, and interest in and to lands and certain property known as the Willow Run Airport, hereinafter called the Airport, situated in the *Counties of Wayne & Washtenaw* ~~County of Wayne~~, State of Michigan, together with appurtenant buildings, structures, and improvements located upon the premises conveyed as fully described in said Quitclaim Deed; and

WHEREAS, the County has requested that approximately 29.5 acres of airport property, more fully described hereinafter, be released from the conditions, reservations, and restrictions of the above-mentioned Quitclaim Deed, to enable the county to lease the property to General Motors Corporation, who will use the property for an industrial chemical treatment and material storage plant, and

WHEREAS, the Government has determined that 29.5 acres are not needed or required for airport purposes; that use of the property for the purpose stated will not adversely affect the use, operation, or maintenance of the airport, and that the lease or subsequent sale of the property shall further protect and advance the interest in civil aviation in that the net revenue generated by the 29.5 acres shall be used by the County for ~~continued~~ ^{the} development, ^{improvement, operation or maintenance} of the Airport.

NOW, THEREFORE, for and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the Government, subject to the conditions and reservations hereinafter set forth, hereby releases the property as described in exhibit "A", "B" and "C", attached hereto and incorporated herein, from the conditions, reservations, and restrictions as contained in the above-mentioned Quitclaim Deed.

The above release is subject to the following conditions and reservations:

1. The instrument conveying an interest in and to the above-described property will be recorded and shall include the following:

a) The Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of real property herein described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing, taking off from, or operating from the Airport.

b) The Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the herein-described real property which would interfere with or be a hazard to the flight of aircraft over the property to and from the Airport or interfere with air navigation and communication facilities presently or in the future serving the Airport.

c) The Grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other obstruction on the herein-described real property to a height which will not exceed allowable heights defined in Part 77 of the Federal Aviation Regulations dated May 1, 1965, as revised.

2. ~~The County will submit a copy of the proposed instrument for FAA approval and thereafter will also submit a copy of the approved and executed lease.~~

2. The County will return an accepted copy of this Deed of Release to FAA for approval and thereafter will revise the lease with General Motors Corporation, dated October 11, 1985 to include the following provision;

"TENANT shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structures or building is planned for the leased premises, or in the event of any planned modifications or alterations of any present or future building or structure on the leased premises."

3. The County will ~~deposit~~ ^{use} the net proceeds received from the lease of the 29.5 acres, based on the total rental ~~in the amount of~~ ^{set forth in the lease} \$2,395,800.00, payable in monthly installments over the term of the lease, ~~into the Airport Surplus Property Fund and will use such funds, without Federal matching funds, for improvement of the Airport. in accordance with the order of priority designated by the Government in Exhibit D attached hereto, which improvement~~ ^{development, improvement, operation or maintenance} shall be accomplished not later than 5 years from the date of receipt of such income, on an annual basis. ^{The first such \$100,000 payment shall be used for the Airport Surplus Property Fund and the remainder shall be used for the Airport Surplus Property Fund.}

4. The County shall not sell or offer for sale the property described in exhibits "A", "B" & "C", without prior written approval of the FAA. Such request for approval shall be accompanied by an ~~current~~ appraisal establishing current fair-market value. The net proceeds received from the sale shall be deposited

5. The County shall establish separate financial account records to identify source and expenditure of these funds and shall submit a financial summary to the FAA, on an annual basis.

3. ~~The County will deposit the net proceeds received from the lease of the 29.5 acres, based on the total rental in the amount of \$2,395,000.00, payable in monthly installments over the term of the lease,~~ into the Airport Surplus Property Fund and ^{the County shall} ~~will~~ use such funds, without Federal matching funds, for improvement of the Airport in accordance with the order of priority designated by the Government in Exhibit D attached hereto, which improvement shall be accomplished not later than 5 years from the date of receipt of such income, ~~on an annual basis.~~

PROVIDED, HOWEVER, and it shall be a condition hereof, that this Deed of Release shall not be construed as releasing any land other than the above-described 29.5 acres, for any purposes other than as described above, from the reservations, restrictions, and conditions set forth in the above-mentioned Quitclaim Deed, nor shall it be construed as releasing the County with respect to its obligations as Grantee thereunder.

By its acceptance of the Deed of Release the County covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the aboved-described real property.

IN WITNESS WHEREOF, the United States of America has caused this Deed of Release to be executed on the day and year first hereinabove set forth.

UNITED STATES OF AMERICA

By Paul K. Bohr, Director
Great Lakes Region
Federal Aviation Administration

On this ___ day of _____, 198__, personally appeared before me, a Notary Public in and for Cook County, Illinois, Mr. Paul K. Bohr, personally known to me to be the person who executed the within Deed of Release and known to me to be the Director, Great Lakes Region, Federal Aviation Administration, who upon being duly sworn, acknowledged himself to be the identical person whose name is affixed by signature to the foregoing instrument and he duly acknowledged the execution by him of the same, on the day and date appearing thereon, for and on behalf of and as the free act and deed of the United States, acting by and through the Administrator of the Federal Aviation Administration, pursuant to authority duly delegated by the said Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Des Plaines, Illinois, the day and year last above written.

~~Virginia K. Mortensen~~
Notary Public, ~~Madison Park~~
Cook County, Illinois

My commission expires:

~~October 31, 1988~~

Accepted:

County of ~~San~~ ^{WAYNE, MICHIGAN}

BY:

_____ title

Date: _____

Exhibit ^D to Deed of Release (Approx. ^{29.5} ~~26~~ acres)

~~Hyattsville, D.C.~~

ORDER OF PRIORITY:

- airport development, eligible under a federal assistance program for airports, and agreeable to the FAA*
- (a) Eligible items of airport development ~~set forth in FAR Part 152~~ (and as appropriate, in the ^{NIPAS} ~~MSR~~ _{CNPIAS} by priority of need) to be accomplished in accordance with currently applicable FAA design criteria.
- (b) Any aeronautical items of airport development ineligible under ^{a federal} ~~the AIP~~ assistance program for airports.
- (c) Deposit at interest in an identifiable account for deferred use within a reasonable time not to exceed five years for items in priority (a) and (b) above. The interest or dividends from these deposits can be used for the current operation and maintenance of the aviation-use airport property.
- (d) Retirement of airport bonds which are secured by pledges of airport revenue, including repayment of loans from other Federal agencies for such development.
- (e) Development of common-use facilities and utilities of dedicated revenue production property of the airport.

12/19/85

Willow Run Airport

Land Release

Page 1

Willow Run not Willow Run Airport.

Page 2 -

Acuage in legal description contains 29.546 acres rather than 25 or 23 acres referred to in several WCOORS letters.

Page 2

Paragraph 2 - County does not propose to sell, but if it did these provisions are applicable

Page 3

Paragraph 2 This needs to be revised since County has executed the lease. I suggest the following

" 2. The County will return an accepted copy of this Deed of Release to FAA for approval and thereafter will revise the lease with General Motors Corporation, dated October 11, 1985 to include the following provision:

TENANT shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structures or buildings ~~is~~ ^{is} planned for the leased ~~area~~ premises, or in the event of any planned modifications or alterations of any present or future building or structure situated on the leased premises. "

EXHIBIT D

Revised (a) " Airport development eligible, under a federal assistance program for airports, and agreeable to the FAA

Page 4

Paragraph No. 3

Should be revised to add sentence.

County shall establish separate financial account to identify source of expenditures of these funds and shall submit a financial summary to the FAD, on an annual basis.

2:00 PM Murphy & King

Copy of Deed of Release to Murphy 1/2/86
Murphy to respond by 1/10/86.

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Release Designation R-5 /
Subparcel of 1-I

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DEED OF RELEASE

This Deed of Release is made on October 8th, 1996, by the United States of America (the "United States") acting by and through the Manager, Detroit Airports District Office, Great Lakes Region, Federal Aviation Administration, Department of Transportation (the "FAA"), under and pursuant to the powers and authority contained in the provisions of Public Law 81-311 (63 Stat. 700, 50 U.S.C., App. 1622C) as amended, to the County of Wayne, Michigan, operating and existing under and by virtue of the laws of the State of Michigan.

BACKGROUND INFORMATION

A. By instrument of transfer, entitled "Quit Claim Deed," dated January 31, 1977, the Regents of the University of Michigan, a constitutional body corporate, conveyed and transferred to the Board of County Road Commissioners of the County of Wayne, Michigan, certain real property known as "Willow Run Airport" recorded Liber 19677 and Pages 279 and 283 in the County of Wayne, Michigan, and Liber 1566 and Pages 406 and 410 in the County of Washtenaw, Michigan.

B. The transfer of the real property known as Willow Run Airport pursuant to the Quit Claim Deed was made subject to certain terms, conditions, covenants, reservations, and restrictions set forth in the Quit Claim Deed, dated January 15, 1947, between the United States of America and the Regents of the University of Michigan and transferred to the County of Wayne, Michigan, by Quit Claim Deed as mentioned in Item A above.

C. The County of Wayne, Michigan, desires to convey approximately 13.34 acres of real property located within Willow Run Airport, which is described as follows:

"East 1/4 corner of Section 13, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County; thence North 00°20'40" West 97.95 feet, along the East line of Section 13, being also the West line of Section 13, being also the Wayne/Washtenaw County line, to the West 1/4 corner of Section 18; thence South 89°26'11" East 0.16 feet, along the East and West 1/4 line of Section 18, to the West 1/4 corner of Section 18, as monumented, continuing thence South 89°26'11" East 509.25 feet, along said 1/4 line, to a point of beginning of the parcel to be described; proceeding thence, from said point of beginning, North 33°26'42" West 202.94 feet; thence North 50°24'20" East 590.22 feet; thence South 39°36'12" East 718.24 feet, to a point on the East and West 1/4 line of Section 18, continuing thence South 39°36'12" East 311.76 feet; thence South 50°24'36" West 225.00 feet; thence North 39°37'23" West 180.00 feet; thence South 50°24'12" West 456.87 feet; thence North 33°26'42" West 651.98 feet, to the point of beginning, containing 13.342 acres."

D. The County of Wayne, Michigan, has submitted a request to the FAA to obtain the consent of the FAA to a full and total release of the property from all of the terms, conditions, covenants, reservations, and restrictions set forth in the Quit Claim Deed.

E. The FAA has determined that the release of the property pursuant to the Appendix 2 Report, attached, is in the best interest of the airport. The report outlines the terms and conditions of remediation of settlement, as dictated by the consent judgment. Wayne County has supplied the FAA an appraisal of the property to be released and has agreed to purchase an oil/water separator for Willow Run Airport with a value in excess of the property to be released.

F. The Administrator of the FAA has duly authorized the Manager, Detroit Airports District Office, Great Lakes Region, FAA, Department of Transportation, to execute, acknowledge, and deliver deeds of release, such as this deed of release, for and on behalf of the FAA and the United States.

RELEASE

The United States, by and through the FAA, acknowledges the accuracy of the above Background Information and agrees and covenants as follows:

1. In consideration of the recitals set forth in the above Background Information and the benefits to accrue to the FAA, United States, and Civil Aviation, the United States, by and through the FAA, releases the property from all of the terms, conditions, covenants, reservations, and restrictions set forth in the Quit Claim Deed. The releases granted pursuant to this section are made subject to the conditions and limitations set forth in Paragraph 2.

2. As a condition of FAA consent, the County of Wayne, Michigan, is obligated to include in any deed, lease, or other conveyance of property interest to others, the following reservation and/or restrictions:

a. Grantee shall not construct or permit to stand on said premises any buildings, structures, poles, trees, other objects (whether natural or otherwise), and other obstructions to a height which will exceed allowable heights as now and hereafter defined in Part 77 of the Federal Aviation Regulations, dated May 1, 1965, as revised.

b. Grantee shall file a notice consistent with requirements of Federal Aviation Regulation Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on said premises.

c. Grantee shall not hereafter use, permit, or suffer use of the land described above in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft; make it difficult for fliers to distinguish between airport lights and others; impair visibility in the vicinity of the airport; or otherwise endanger the landing, taking off, or maneuvering of aircraft.

d. There is hereby reserved to the grantor, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein conveyed. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Willow Run Airport.

e. Grantee shall not hereafter use, permit, or suffer use of the land first described above in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

f. The aforesaid covenants and agreements shall run with the land, as herein described above, for the benefit of the Grantor and its successors and assigns in the ownership/operation of the airport.

3. The County of Wayne, Michigan, shall purchase an oil/water separator with the net proceeds realized from the sale of the property, as indicated in the attached Appendix 2 Report, Page 7.

4. The deed of release shall not be construed as releasing any other property, other than the property herein described, from terms, conditions, covenants, reservations, and restrictions set forth in the Quit Claim Deed and the Deed of Release. The Deed of Release shall not be construed as releasing the County of Wayne with respect to its obligations as "grantee" under the Quit Claim Deed.

5. The County of Wayne, Michigan, by acceptance of this Deed of Release, covenants and agrees to comply with and observe all the conditions and limitations set forth in Paragraph 2. Such conditions and limitations are expressly limited to the property.

6. The Deed of Release shall be binding upon, inure to the benefit of, and enforceable by and against the successors and assigns of the County of Wayne, Michigan, and the conditions and limitations set forth in Paragraph 2 shall run with the property.

7. The County of Wayne, Michigan, agrees to update the current Exhibit "A" Property Map to reflect this land release and to submit a copy to the FAA within 60 days of the date of this letter. Upon receipt, the Exhibit "A" Property Map will physically be attached to the Airport Layout Plan and will be a replacement for the existing Exhibit "A".

The County of Wayne, Michigan, further agrees to revise the current Airport Layout Plan to reflect the land release and will submit one copy of the updated Airport Layout Plan, approved by the Michigan Department of Transportation, Bureau of Aeronautics, to the FAA within 60 days of the date of this letter.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

UNITED STATES OF AMERICA

James M. Opatony
Print Name James M. Opatony

By Dean C. Nitz
Print Name Dean C. Nitz

Joyce A. Henry
Print Name Joyce A. Henry

Manager, Airports District Office
Great Lakes Region
Federal Aviation Administration

ACCEPTED;

County of Wayne Michigan

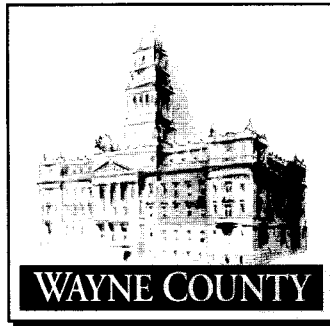
By Edward H. McNamara
Print Name EDWARD H. McNAMARA
Its WAYNE COUNTY EXECUTIVE

Date 8-19-96
FORM APPROVED
Corporation Counsel
By [Signature]
Asst. Corp. Counsel

RECEIVED

NOV - 8 1996

FAA, DETROIT ADO



Edward H. McNamara
County Executive

November 7, 1996

Mr. Dean Nitz
Manager Airports District Office
Great Lakes Region
Willow Run Airport - East
8800 Beck Road
Belleville, MI 48111

Dear Mr. Nitz:

Enclosed you will find an executed copy of the deed of release for 13.34 acres of real property located within Willow Run Airport.

Very truly yours,

DETROIT METROPOLITAN WAYNE COUNTY AIRPORT

A handwritten signature in black ink, appearing to read "John M. Garvin". The signature is fluid and cursive, with a large initial "J" and "G".

John M. Garvin
Asst. Director - Airport Relations

JMG:tb
Encl.

C: Airport files
R. Murphy
C. Davis
G. King

RECEIVED

JUN 25 1996

FAA, DETROIT ADO

FEDERAL AVIATION ADMINISTRATION
POLICY AND PROCEDURE MEMORANDUM 5190.6
APPENDIX 2 REPORT

Submitted by:

THE CHARTER COUNTY OF WAYNE
OWNER AND OPERATOR OF WILLOW RUN AIRPORT

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**Federal Aviation Administration Policy and Procedure
Memorandum 5190.6, Appendix 2 Report**

**Submitted by the Charter County of Wayne,
owner and operator of Willow Run Airport**

I. Introduction

U.S. Federal Aviation Administration ("FAA") regulations require that an operator of a public airport supported by Federal airport development grants obtain FAA approval whenever the operator proposes either a change in the use of airport property from an aviation to a non-aviation purpose or a transfer of ownership. One purpose for this requirement is to identify what existing or future agreements between the United States Government and the operator of the airport would be affected by the proposed change in land use.

The Charter County of Wayne ("Wayne County"), a Michigan Charter County organized under the Constitution and laws of the State of Michigan, operates Willow Run Airport ("Willow Run") pursuant to the Michigan Aeronautics Code. Wayne County is submitting this report pursuant to FAA Policy and Procedure Memorandum 5190.6, Appendix 2, requesting FAA approval for the transfer of a 13.342 acre parcel of land to be used as an environmental landfill site. For reasons more fully set forth in this report, the conversion of that parcel of airport property for use as an environmental landfill will neither affect any agreements between Wayne County and the United States nor will it materially affect the operations of Willow Run as a public airport.

II. The Problem

Environmental testing and evaluation at Willow Run by the Michigan Department of Natural Resources ("MDNR") and the U.S. Environmental Protection Agency ("EPA") found extensive contamination on parts of the airport property. The area of contamination is referred to as the Willow Run Creek Area Site (WRCS). Specific areas of WRCS contamination are the Willow Run Sludge Lagoon, Tyler Pond and Edison Pond.

The primary contaminant is Polychlorinated Biphenyls (PCBs), a hazardous substance regulated under the Toxic Substance Control Act ("TSCA") and subject to clean-up under EPA Super Fund legislation. PCBs are a man made chemical known for their excellent dielectric and thermal resistance properties.

Prior to 1974, PCBs had widespread application and were not subject to regulation. The primary source of PCBs at Willow Run is believed to be the industrial activities conducted by the Willow Run industrial complex. The Willow Run industrial complex has engaged in a range of industrial uses at Willow Run Airport and adjacent properties beginning at the time of World War II to the present. Among the industrial uses are the manufacture of World War II bomber aircraft and automotive manufacture. Industrial and commercial use remains the predominant activity in the Willow Run area today.

The legal entities identified as potentially responsible parties ("PRPs") responsible for remediation of the WRCS are the General Motors Corporation ("GM"), Ford Motor Company ("Ford"), the Chrysler Corporation ("Chrysler"), the Regents of the University of Michigan ("U of M"), Ypsilanti Township, Ypsilanti Community Utilities Authority and Wayne County. In a cooperative effort between MDNR, EPA and all the PRPs except Chrysler, a consent judgment

was entered into between the State of Michigan and the PRPs providing for the environmental remediation of WRCS¹. Had the parties not reached agreement, it is likely that the WRCS would have been placed on the EPA National Priorities List. That event would have deleterious effects for all PRPs and the surrounding communities. For one, the PRPs would have been subject to costly litigation, as well as, abdicate control to the EPA for all remediation measures employed at the WRCS. This would make clean-up more expensive and time consuming. Another negative effect of the WRCS being placed on the National Priorities List is that it would scare off investors and significantly diminish future prospects for development in the Willow Run area.

By agreeing to accept responsibility for WRCS remediation, the PRP's retain significant control over the costs of that effort. However, even the cost of a privately financed remediation will be considerable. Present estimates indicate that when the remediation effort is complete, the total cost could be in excess of 160 million dollars. Conestoga-Rovers and Associates, an environmental engineering and consulting firm, has been retained by the PRPs to design and manage the WRCS remediation. The nature and extent of contamination of the WRCS, as well as the plan for remediation, is detailed in Remediation Action Plan Willow Run Creek Site - March 1995, a document prepared by Conestoga-Rovers and Associates. (A copy is attached as Exhibit 1).

¹

Chrysler did not join the PRPs as a party to the consent decree. Consequently, litigation regarding Chrysler's responsibility for WRCS clean-up is presently pending.

Among the PRPs, GM and Ford will assume the greatest share of the remediation cost.

Wayne County's primary contribution to the remediation effort will be to provide the property where the environmental landfill will be located. The remaining PRPs (all governmental entities) will assume the remaining cost of remediation.

A major cost of the remediation is the construction of the landfill. GM and Ford will assume financial responsibility for this part of the remediation. Another cost factor is the long-term monitoring required by federal law and the terms of the consent decree. The financial responsibility for this part of the remediation will be borne by U of M. After construction of the landfill is complete, Wayne County will transfer legal ownership to a party designated by GM or Ford. Wayne County's contribution of property for the landfill site was conditional upon the transfer of legal title to that property once the landfill was built. Wayne County demanded this condition in order to limit its liability for operation of the landfill and thus assure the future of Willow Run Airport. Had all the parties to the consent decree not agreed to this condition, Wayne County would not have joined as a party to the consent judgment.

The property that Wayne County will contribute to the remediation of WRCS is the subject of this Request.

III. The Property

On January 31, 1977, ownership of Willow Run was transferred from the Regents of the University of Michigan to the Wayne County Road Commission by quit claim deed. Under the terms of the conveyance agreement, Wayne County agreed to continue to operate Willow Run as a public airport. Additionally, Wayne County agreed to assume the responsibilities of

"sponsor" in all state and federal grant agreements pertaining to Willow Run. Moreover, Wayne County assumed ownership of Willow Run subject to all "avigation" easements existing at the time of transfer. (See Quit Claim Deed, Conveyance Agreement and Easements attached as Exhibit 2.)

Today, Willow Run continues to operate as a general aviation airport with air cargo the primary transportation activity. Multimodal transportation and an international free trade center are among ideas that have been discussed for Willow Run's future development.

The property for which Wayne County requests release from land covenants is a vacant 13.342 acre site located at Willow Run Airport, West of Airport Service Drive, across from Hangar 2, and East of Willow Run Creek. (For a more detailed description of the property including photographs, see the Appraisal Report by The Oetzel - Williams Group attached as Exhibit 3.)

Use of the property for an environmental landfill will not materially effect Willow Run's operations as a general aviation airport because the property is vacant, subject to FAA height restrictions and is located on the Airport's outer perimeter. (See Willow Run Airport ALP illustrating location of landfill site attached as Exhibit 4.) The only material to be placed in the landfill is the material generated by the clean up of the WRCS. There will be no revenue generated by the use of this site as a landfill.

The legal description of the property reads as follows:

DESCRIPTION:

A parcel of land in the Northwest Fractional 1/4 and Southwest Fractional 1/4 of Section 18, Town 3 South, Range 8 East, Van Buren Township, Wayne County, State of Michigan, more particularly described by Darrell Hughes, Michigan Registered Land Surveyor No. 19834, as commencing at the East 1/4 corner of Section 13, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County; thence North 00 degrees 20 minutes 40 seconds West 97.95 feet, along the East line of Section 13, being also the West line of Section 18, being also the Wayne/Washtenaw County line, to the West 1/4 corner of Section 18; thence South 89 degrees 26 minutes 11 seconds East 0.16 feet, along the East and West 1/4 line of Section 18, to the West 1/4 corner of Section 18, as monumented, continuing thence South 89 degrees 26 minutes 11 seconds East 509.25 feet, along said 1/4 line, to a point of beginning of the parcel to be described; proceeding thence, from said point of beginning, North 33 degrees 26 minutes 42 seconds West 202.94 feet; thence North 50 degrees 24 minutes 20 seconds East 590.22 feet; thence South 39 degrees 36 minutes 12 seconds East 718.24 feet, to a point on the East and West 1/4 line of Section 18, continuing thence South 39 degrees 36 minutes 12 seconds East 311.76 feet; thence South 50 degrees 24 minutes 36 seconds West 225.00 feet; thence North 39 degrees 37 minutes 23 seconds West 180.00 feet; thence South 50 degrees 24 minutes 12 seconds West 456.87 feet; thence North 33 degrees 26 minutes 42 seconds West 651.98 feet, to the point of beginning, containing 13.342 acres. The above parcel is subject to all easements and restrictions of record.

IV. Appraisal and Application of Funds

The appraisal by The Oetzel-Williams Group was conducted in accordance with FAA Order 5100.37A. (See Appraisal Report, Exhibit 3) That Appraisal Report concludes that the estimated current "as is" market value of the property is \$230,000.00.

Wayne County will not receive any direct remuneration when it transfers the landfill site because it is providing the property as part of its contribution to the WRCS clean-up effort. However, in accordance with FAA requirements, Wayne County will invest the "fair market value" of the donated property into Willow Run development. Presently, Wayne County is purchasing an oil-water separator for Willow Run's storm water treatment process. The cost of the oil-water separator is \$225,000.00. With the cost of the study to determine what was

needed, the total investment in storm water treatment will exceed \$230,000.00. The oil-water separator will be purchased within the next six months.

V. Agreements with The United States

As explained in Part III, Wayne County assumed ownership of Willow Run from the Regents of the University of Michigan in 1977. At the time of conveyance, Wayne County agreed to continue to operate Willow Run as a public airport and assume all responsibilities of "sponsor" relative to State and Federal grants. All avigation easements applicable at the time of transfer continue to run with the property (See Exhibit 2). In addition to those obligations, Wayne County is also responsible for the assurances that an Airport Sponsor assumes when it accepts Federal grant funds for airport capital improvements. (A copy of those assurances are attached as Exhibit 5.)

Transfer of the 13.342 acre parcel for use as environmental landfill will not affect any of Wayne County's obligations or agreements with the United States. All of Wayne County's obligations as an Airport Sponsor arise out of its operation of Willow Run as a public airport and are not attached to specific parcels of property. Consequently, because Wayne County will continue to operate Willow Run as a public airport, its Sponsor obligations continue unabated.

The avigation easements that run with the land also apply to the operation of Willow Run as a public airport. As with "sponsor" obligations, severance of a small parcel of property from the airport as a whole, has no impact on the easements. So long as Wayne County operates Willow Run as an airport, the easements remain in effect.

The transfer of the parcel for environmental use will not affect any future obligation with the United States that would arise out of Wayne County's operation of Willow Run as a public airport because the significance of the parcel to Willow Run's airport operations is de minimus. Factors such as the size, location and existing use of that parcel assure that its conversion to an environmental landfill will not materially affect Willow Run's airport operations. Additionally, restrictive covenants that will be included in the deed that will be used to convey ownership assure that the property's future use will be limited to that of a landfill. (See Exhibit 1, Appendix F for a sample deed with some of the restrictions discussed above.) Finally, the property will be subject to continuous monitoring by state and federal environmental regulators which will insure that the landfill is operated safely and in a manner consistent with the remediation plan.

VI. Community Impact

As indicated in other sections of this report, transferring ownership of the property and using it for a non-aviation purpose will not materially affect the operation of Willow Run as a public airport. Presently, there are landfills immediately adjacent to the Airport and this landfill will not change or alter the character or use of the land next to the Airport after the transfer of this property. This insures that future land uses in the surrounding communities will remain unchanged. Consequently, building a landfill on that property should have no negative economic impact on the surrounding communities.

The environmental impact of constructing a landfill on that property was thoroughly studied by the DNR, EPA and PRPs prior to remediation plan approval (See Exhibit 1). The construction and operation of the landfill is subject to appropriate state and federal permits. Additionally, long term monitoring of the landfill is part of the Remediation Plan. This includes regular reports to the DNR as well as any additional reports required under State and Federal environmental laws. Thus, use of the parcel for the purpose requested has no negative environmental effect on the surrounding community.

The benefits of a WRCS environmental remediation to the surrounding communities are many. Aside from the obvious long term benefits of a clean environment, such as improved public health and safety, a more immediate benefit is improved recreation use of the Willow Creek and the streams and lakes into which it flows. For example, Edison Pond, which is located in Belleville Point Park, and Belleville Lake will be cleaner and, consequently, safer for activities such as swimming, boating and fishing. Moreover, a clean environment is conducive to residential development. Finally, remediation of the WRCS should encourage economic development. Both commercial and industrial investment will be more attractive.

VII. Justifications

Wayne County's contribution of airport property is justified for several reasons. First, Willow Run Airport will be contributing to the clean-up of a natural water course, which the Airport helped to pollute, and at a significant cost savings to Wayne County taxpayers.

Second, the communities that surround the Willow Run Airport will benefit from a cleaner and safer environment when the WRCS remediation is completed. In addition to the

public health benefits that come with a clean environment, the surrounding communities benefit from the investment opportunities that are associated with environmentally "clean" property. Taking into account Willow Run's location in a region that continues to experience economic growth, the positive effects of the WRCS environmental remediation on airport development should not be underestimated.

Third, Wayne County's contribution of property rather than cash saves tax dollars for more productive uses, such as investment in airport development and improvements.

Finally, the transfer of ownership of the property will not significantly impact present or future Willow Run operations. The proposed landfill site is on property that is currently vacant. Its location at the edge of a clear zone with its significant height restrictions already limit present or future uses. Moreover, deed restrictions limit future use of the property only to its use as a landfill.

VIII. Conclusion

The FAA should approve Wayne County's request for the following reasons.

1. The proposed use of the land will facilitate the clean-up of the WRCS and fulfill the County's obligation under the consent judgment. Contamination of the WRCS with PCBs is harmful to the health, safety and welfare of the persons who work and live at Willow Run and in the surrounding communities. Transfer of the legal ownership of will absolve Wayne County and Willow Run Airport from future liability if the landfill is not properly maintained in the future. Environmental remediation of the WRCS is not only required by law, but is in the best interests of the geographic area served by Willow Run.

2. Due to the size, location and present use of that parcel, conversion to a landfill will not affect future operations of Willow Run as a public airport. Consequently, all present and future obligations to the federal government arising out of Wayne County's operation of Willow Run as a public airport will not be affected.

3. In light of the total cost of WRCS environmental remediation, the donations of property for the situs of the landfill is the most affordable option available to Wayne County to foot its share of the remediation bill.

4. The proposed use of the parcel has no negative economic impact on the surrounding communities. To the contrary, environmental clean-up should encourage investment and economic development at Willow Run.

5. The proposed use of the parcel will have a positive environmental impact on Willow Run and the surrounding communities.

In light of all of the foregoing, use of the parcel of property for an environmental landfill is arguably the best use available at this time. Therefore, approval of Wayne County's application to transfer ownership of that property is respectfully requested.

Airports District Office
 Willow Run Airport, East
 8820 Beck Road
 Belleville, MI 48111

July 19, 1996

Mr. Robert C. Braun, Director of Airports
 Wayne County Department of Public Services
 Division of Airports
 Detroit Metropolitan Wayne County Airport
 L. C. Smith Terminal, Mezzanine
 Detroit, MI 48242

Dear Mr. Braun:

Willow Run Airport, Detroit, Michigan
 Land Release (Approximately 13.34 Acres)

We have reviewed your request, submitted by letter dated June 18, 1996, and Exhibit "A," submitted on June 5, 1996, to release the County of Wayne, Michigan, of its obligation to maintain, as airport property, a 13.34 acre parcel on the west side of Willow Run Airport.

It has been determined that the land to be released will not be needed for present or foreseeable airport purposes and such release will not materially or adversely affect the use, operation, or maintenance of the airport. The land proposed for release was originally deeded to the Board of Regents of the University of Michigan and, subsequently, transferred to the County of Wayne, Michigan.

The original and two copies of the Deed of Release are enclosed. If the terms of the release are satisfactory, please indicate your acceptance by affixing your signature thereto and returning the original and one copy to the Airports District Office. A copy of the resolution, adopted by the County of Wayne, accepting the terms of the Deed of Release, should also be submitted along with the executed Deed of Release.

Sincerely,

**ORIGINAL SIGNED BY
 DEAN C. NITZ**

Dean C. Nitz
 Manager, Detroit Airports District Office

Enclosure (3)

DETADO:LMizerowski:jah:7/18/96 (MI-General - A:0718LTR.YIP)

CONCURRENCES
ROUTING SYMBOL 650.2
INITIALS/SIGNATURE <i>[Signature]</i>
DATE 650.2
ROUTING SYMBOL 650
INITIALS/SIGNATURE <i>[Signature]</i>
DATE 7/19/96
ROUTING SYMBOL 600
INITIALS/SIGNATURE <i>[Signature]</i>
DATE 7/19/96
ROUTING SYMBOL 650A
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ROUTING SYMBOL 650.2
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DATE
ROUTING SYMBOL
INITIALS/SIGNATURE
DATE
ROUTING SYMBOL
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DATE
ROUTING SYMBOL
INITIALS/SIGNATURE
DATE

Release Designation R-6 /
Parcels E14, E15, E16, E17

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U.S. Department
of Transportation
**Federal Aviation
Administration**

Detroit Airports District Office
11677 South Wayne Road
Suite 107
Romulus, MI 48174

October 25, 2013

Ms. Emily K. Neuberger
Senior Vice President & General Counsel
Wayne County Airport Authority
L. C. Smith Terminal, Mezzanine
Detroit, MI 48242

Dear Ms. Neuberger:

Willow Run Airport, Detroit, MI
Land Release (28.725 acres) for Land Swap

Your letter dated May 16, 2013, requested the Federal Aviation Administration (FAA) to release the Wayne County Airport Authority of its obligations to maintain as airport property three parcels of land (28.725 acres) located on the west side of Willow Run Airport. This land has been leased for non-aeronautical use to General Motors for over 25 years to support their Powertrain facility.

It has been determined that the parcels of land to be released will not be needed for present or foreseeable airport purposes and such release will not materially or adversely affect the use, operation, or maintenance of the airport. The land was part of the January 17, 1947 Quitclaim Deed and subsequent transfer agreement recorded on January 31, 1977, acquired by the Wayne County Road Commissioners of Wayne County, Michigan, its successors and assigns from the U.S. Government, General Services Administration without federal participation. This property was subsequently released from the conditions, reservations, and restrictions of the above mentioned Quitclaim Deed by a Deed of Release dated January 31, 1986. The purpose of this Deed of Release was to allow the property to be leased for non-aeronautical use to General Motors (GM) in support of their Powertrain facility. The release contained a condition (number 4) which required the County to receive additional approval from the FAA prior to selling the property. The Wayne County Airport Authority will be using the property proceeds to acquire property from Racer Corporation (owner of the GM Powertrain facility) to support the Willow Run Airport.

The Wayne County Airport Authority is hereby released from the terms and conditions of all existing grant agreements with the United States of America to maintain as airport property the three parcels of land totaling 28.725 acres, so described and highlighted on the enclosed Exhibits "A" and "B".

As a condition of FAA consent, the Wayne County Airport Authority is obligated to include in any deed, lease, or other conveyancy of property interest to others the following reservation and/or restrictions:

1. The Wayne County Airport Authority reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of

CONCURRENCES
ROUTING SYMBOL 600
INITIALS/SIGNATURE MD
DATE 10/25/13
ROUTING SYMBOL 601
INITIALS/SIGNATURE
DATE
ROUTING SYMBOL 607
INITIALS/SIGNATURE JH
DATE 10/25/13
ROUTING SYMBOL 605
INITIALS/SIGNATURE SPU
DATE 10/25/13
ROUTING SYMBOL
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INITIALS/SIGNATURE
DATE



U.S. Department
of Transportation
**Federal Aviation
Administration**

**Detroit Airports District Office
11677 South Wayne Road
Suite 107
Romulus, MI 48174**

October 25, 2013

Ms. Emily K. Neuberger
Senior Vice President & General Counsel
Wayne County Airport Authority
L. C. Smith Terminal, Mezzanine
Detroit, MI 48242

Dear Ms. Neuberger:

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As a condition of FAA consent, the Wayne County Airport Authority is obligated to include in any deed, lease, or other conveyancy of property interest to others the following reservation and/or restrictions:

1. The Wayne County Airport Authority reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of

aircraft in the airspace above the surface of the premises herein leased or conveyed. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft now known or hereinafter used for navigation of or flight through the said airspace or landing on, taking off from, or operating on Willow Run Airport.

2. The Wayne County Airport Authority shall not construct nor permit to stand on said premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of 14 Code of Federal Regulations Part 77, as amended, or any other currently effective criteria as applied to said Willow Run Airport.
3. The Wayne County Airport Authority shall file a notice consistent with requirements of 14 Code of Federal Regulations Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on said premises.
4. The Wayne County Airport Authority shall not hereafter use, permit, nor suffer use of the land described in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.
6. Except to the extent not incompatible with 14 Code of Federal Regulations 139.337 "Wildlife Hazard Attractants" or other applicable federal law or regulation regarding management of wildlife hazard attractants, as amended from time to time, and as further explained in any Federal Aviation Administration Advisory Circulars and Orders addressing the subject of wildlife hazard attractants, the Wayne County Airport Authority and all subsequent grantees of any portion of the Property shall not hereafter use, nor permit, nor suffer use of the Property in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.
7. The Wayne County Airport Authority expressly agrees for itself, its successors and assigns and all subsequent grantees of any portion of the property to prohibit any activity on the land that would be incompatible with airport operations, including all types of residential development.

The aforesaid covenants and agreements shall run with the land, as herein above described, for the benefit of the grantor and its successors and assigns in the ownership and operation of the airport.


The Wayne County Airport Authority will deposit any net proceeds realized from the swap of the three parcels totaling 28.725 acres into a separate interest bearing account and shall use such funds, without Federal matching funds, for projects at Willow Run Airport as agreed to by FAA and the Wayne County Airport Authority on a case by case basis. The Wayne County Airport Authority will provide the FAA, upon request, an accounting of the use of these net proceeds.

The Wayne County Airport Authority acknowledges that the Airport Layout Plan approved on September 4, 2007, and the Exhibit "A" Property Map, for all future federal aid projects, must be revised to reflect the new airport boundaries and conform to requirements of the FAA for an acceptable Airport Layout Plan and Exhibit "A" Property

Map. These documents should be submitted to the FAA within 60 days of the date of this letter.

If you have any questions concerning this land release, please contact Ms. Irene Porter at 734-229-2915.

Sincerely,

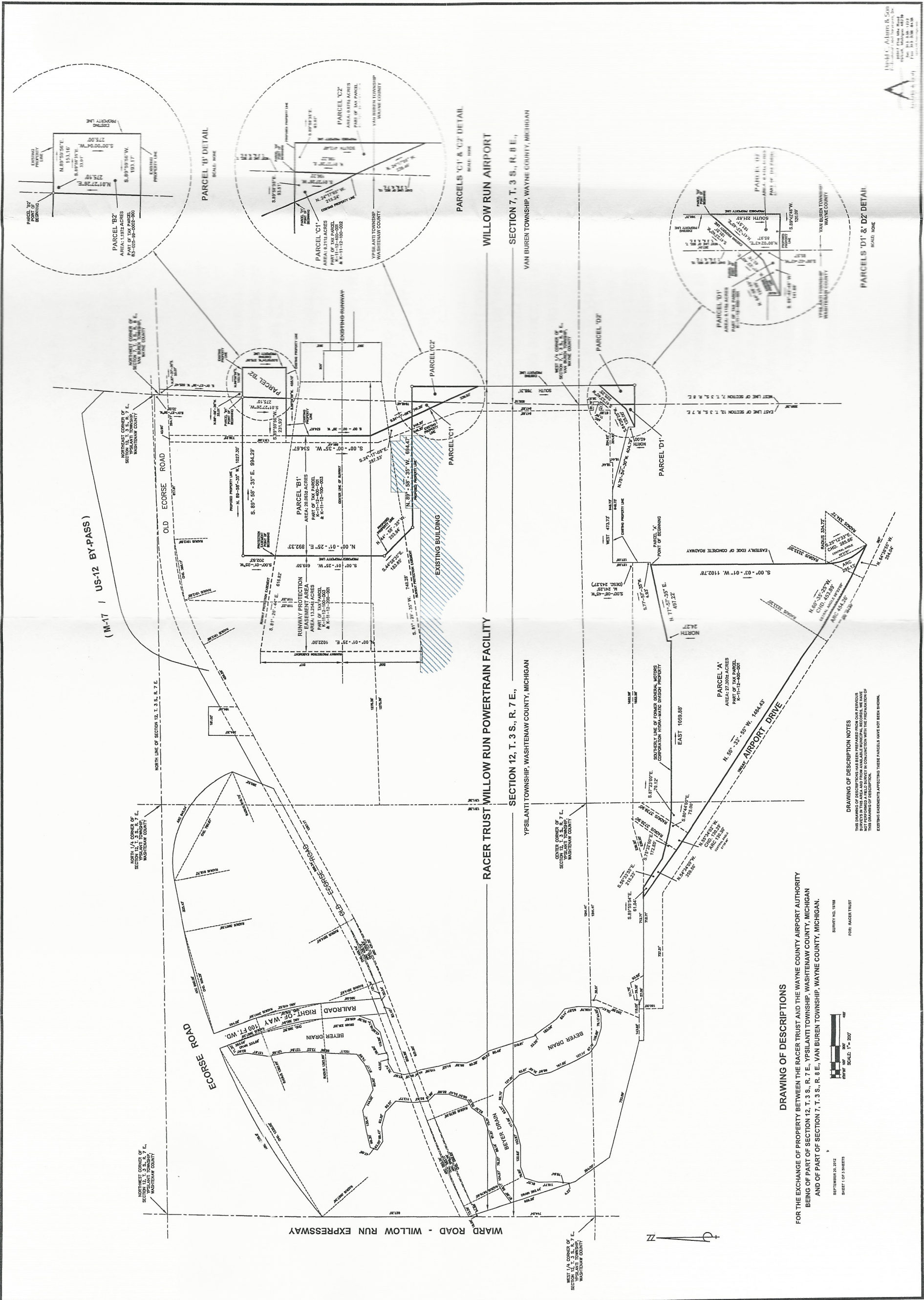


John L. Mayfield, Jr., Manager
Detroit Airports District Office

Enclosure

Exhibit "A"

Legal Descriptions



(M-17 / US-12 BY-PASS)

PARCEL 'B2'
AREA: 1.872 ACRES
PART OF TAX PARCEL
8-025-80-002

PARCEL 'B1'
AREA: 13.244 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'C1'
AREA: 8.212 ACRES
PART OF TAX PARCEL
8-11-12-100-002

PARCEL 'C2'
AREA: 8.078 ACRES
PART OF TAX PARCEL
8-11-12-100-002

PARCEL 'D1'
AREA: 5.178 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'D2'
AREA: 5.178 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'A'
AREA: 27.203 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'B1'
AREA: 13.244 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'C1'
AREA: 8.212 ACRES
PART OF TAX PARCEL
8-11-12-100-002

PARCEL 'C2'
AREA: 8.078 ACRES
PART OF TAX PARCEL
8-11-12-100-002

PARCEL 'D1'
AREA: 5.178 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'D2'
AREA: 5.178 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'A'
AREA: 27.203 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'B1'
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8-11-12-100-001

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8-11-12-100-001

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PART OF TAX PARCEL
8-11-12-100-002

PARCEL 'C2'
AREA: 8.078 ACRES
PART OF TAX PARCEL
8-11-12-100-002

PARCEL 'D1'
AREA: 5.178 ACRES
PART OF TAX PARCEL
8-11-12-100-001

PARCEL 'D2'
AREA: 5.178 ACRES
PART OF TAX PARCEL
8-11-12-100-001

WARD ROAD - WILLOW RUN EXPRESSWAY

ECORSE ROAD

BEVER DRAIN

RAILROAD RIGHT-OF-WAY 100 FT. WD.

EXISTING BUILDING

RACER TRUST WILLOW RUN POWERTRAIN FACILITY

WILLOW RUN AIRPORT

AIRPORT DRIVE

WARD ROAD - WILLOW RUN EXPRESSWAY

ECORSE ROAD

BEVER DRAIN

RAILROAD RIGHT-OF-WAY 100 FT. WD.

EXISTING BUILDING

RACER TRUST WILLOW RUN POWERTRAIN FACILITY

WILLOW RUN AIRPORT

AIRPORT DRIVE

PARCEL 'B2' DETAIL

PARCEL 'C1' & 'C2' DETAIL

PARCEL 'D1' & 'D2' DETAIL

SECTION 7, T. 3 S., R. 8 E.,
VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN

SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

SECTION 7, T. 3 S., R. 8 E.,
VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN

SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

SECTION 7, T. 3 S., R. 8 E.,
VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN

SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

DRAWING OF DESCRIPTIONS

FOR THE EXCHANGE OF PROPERTY BETWEEN THE RACER TRUST AND THE WAYNE COUNTY AIRPORT AUTHORITY
BEING OF PART OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
AND OF PART OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN.

SEPTEMBER 20, 2012
SHEET 1 OF 3 SHEETS

SCALE: 1" = 200'

FOR: RACER TRUST

EXISTING EASEMENTS AFFECTING THESE PARCELS HAVE NOT BEEN SHOWN.

DRAWING OF DESCRIPTION NOTES
THIS DRAWING OF DESCRIPTIONS AND THE FIELD SURVEY HAS BEEN PREPARED AND CHECKED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION. THE SURVEYOR HAS NOT PERFORMED A FIELD SURVEY IN CONNECTION WITH THE PREPARATION OF THIS DRAWING OF DESCRIPTIONS.

EXISTING EASEMENTS AFFECTING THESE PARCELS HAVE NOT BEEN SHOWN.

DATE: 09/20/12

SCALE: 1" = 200'

FOR: RACER TRUST

EXISTING EASEMENTS AFFECTING THESE PARCELS HAVE NOT BEEN SHOWN.



DRAWING OF DESCRIPTION

SHOWING PROPERTY BEING CONVEYED FROM THE
WAYNE COUNTY AIRPORT AUTHORITY TO THE RACER TRUST,
 BEING OF PART OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP,
 WASHTENAW COUNTY, AND OF PART OF SECTION 7, T. 3 S.,
 R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN.

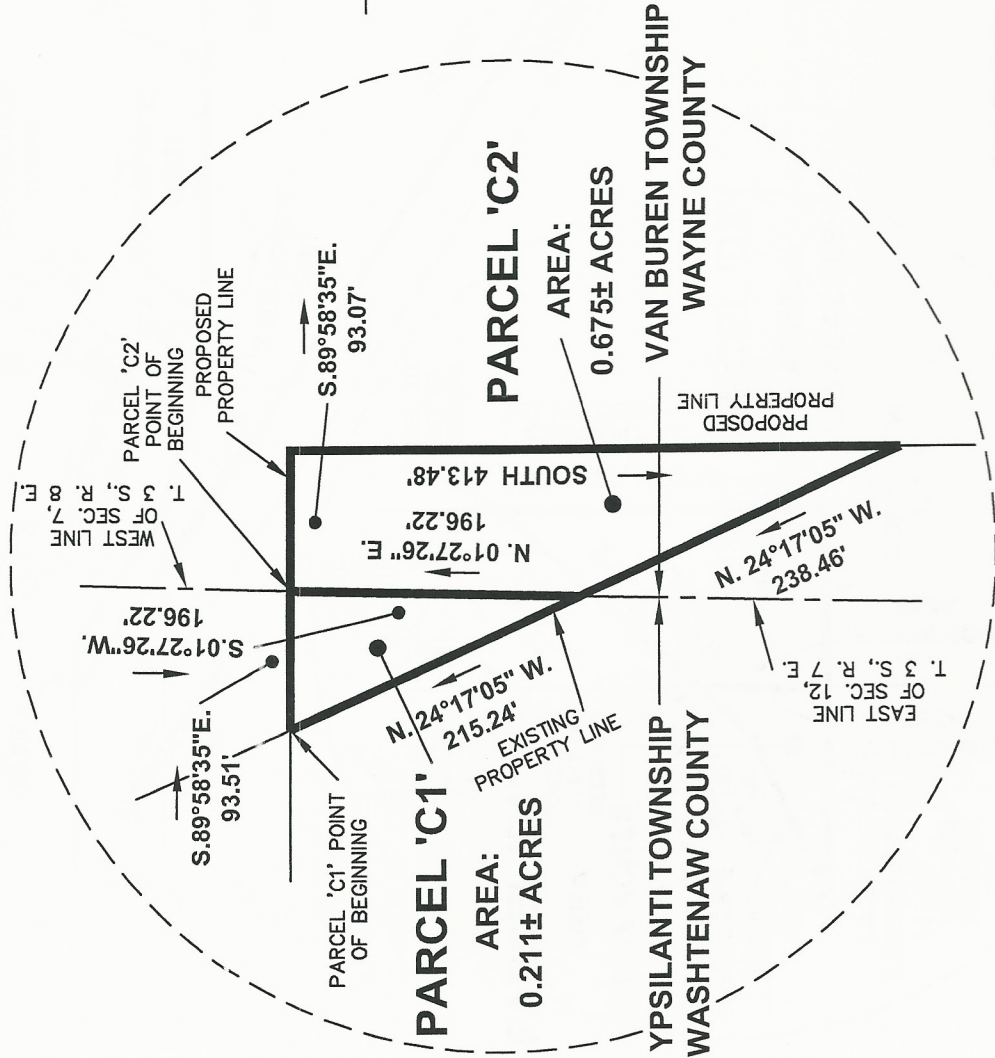
MARCH 6, 2013

SHEET 1 OF 4 SHEETS



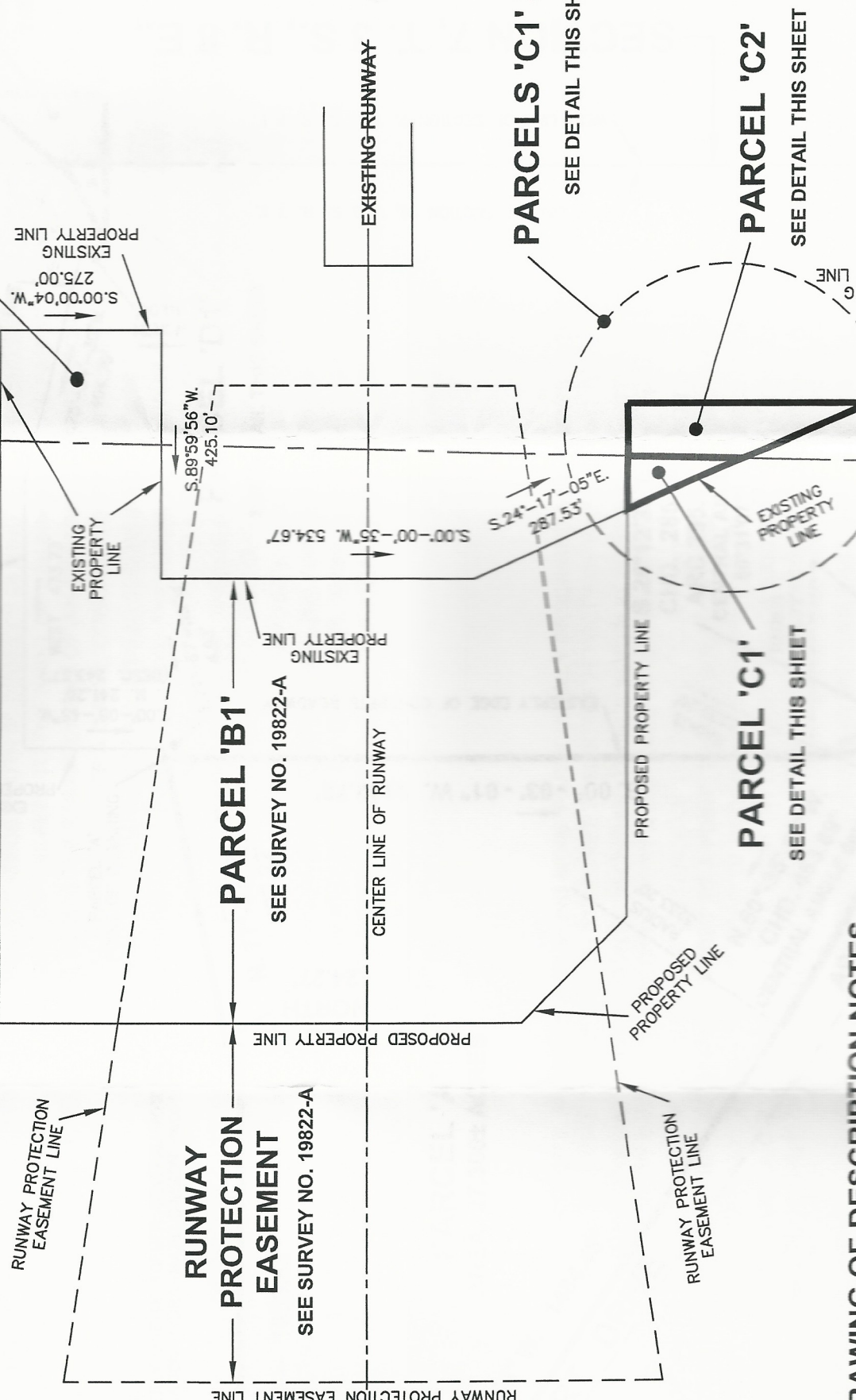
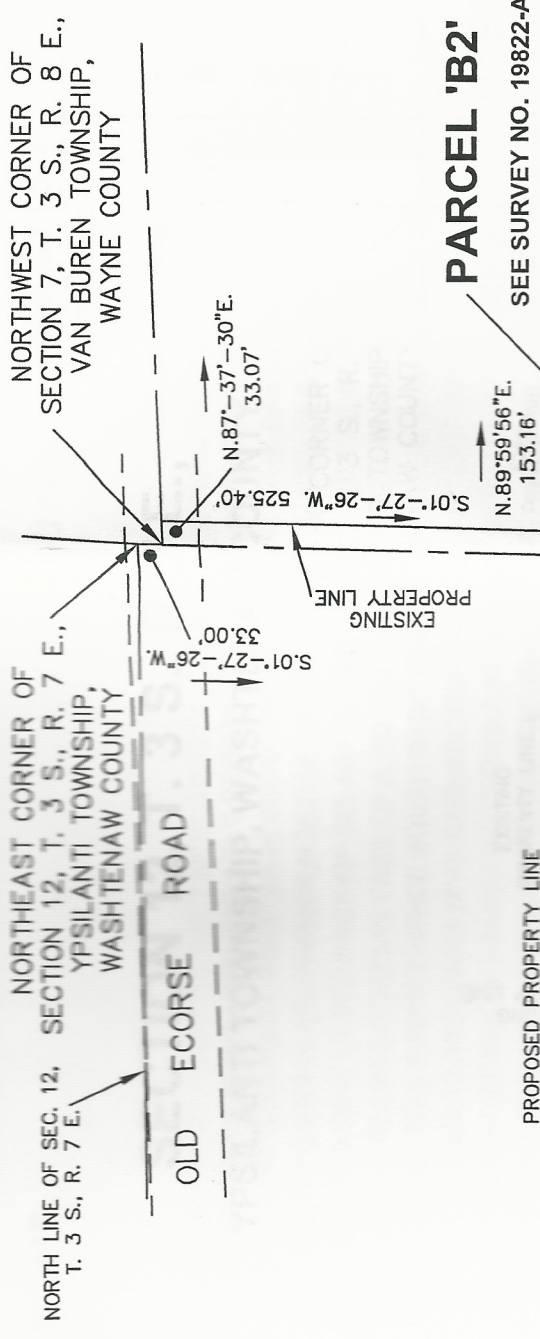
SURVEY NO. 19822-B

FOR: RACER TRUST



PARCELS 'C1' & 'C2' DETAIL

SCALE: NONE



DRAWING OF DESCRIPTION NOTES

THIS DRAWING OF DESCRIPTIONS HAS BEEN PREPARED FROM OUR PVIOUS SURVEYS IN THIS AREA AND FROM AVAILABLE MUNICIPAL RECORDS. WE HAVE NOT PERFORMED A FIELD SURVEY IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING OF DESCRIPTION.

EXISTING EASEMENTS AFFECTING THESE PARCELS HAVE NOT BEEN SHOWN.

ADAMS & SON
 PROFESSIONAL SURVEYORS

David C. Adams & Son
 Professional Land Surveyors, Inc.
 25517 Five Mile Road
 Detroit, Michigan 48239
 Tel: 313-538-1222
 Fax: 313-538-8438
 www.DCAsurveys.com

MATCH LINE
 SEE SHEET 2 OF 4

SEE DETAIL THIS SHEET

SEE DETAIL THIS SHEET

SEE DETAIL THIS SHEET

SEE DETAIL THIS SHEET

DRAWING OF DESCRIPTION

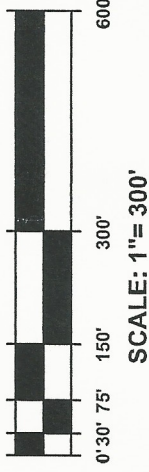
SHOWING PROPERTY BEING CONVEYED FROM THE WAYNE COUNTY AIRPORT AUTHORITY TO THE RACER TRUST, BEING OF PART OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, AND OF PART OF SECTION 7, T. 3 S., R. 8 E., VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN.

MARCH 6, 2013

SHEET 2 OF 4 SHEETS

SURVEY NO. 19822-B

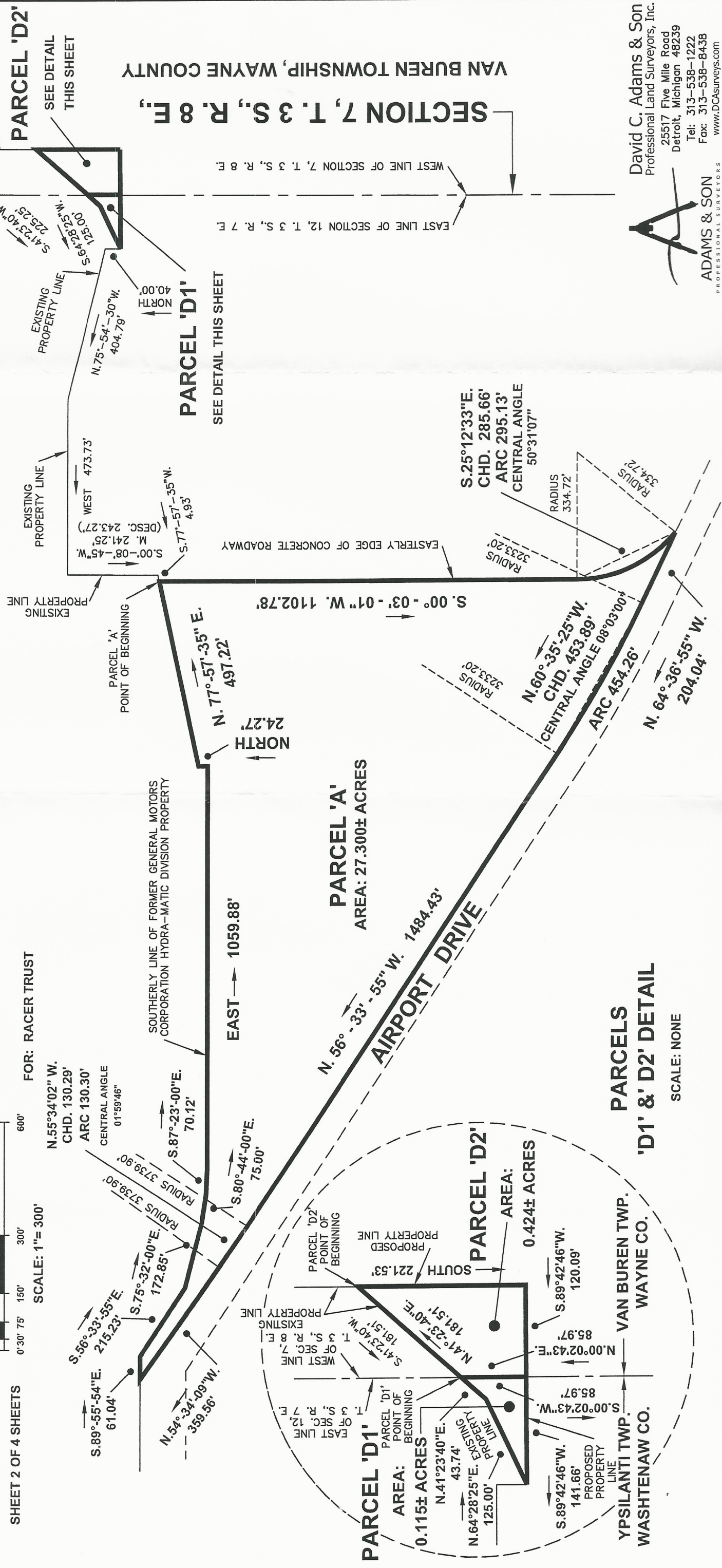
FOR: RACER TRUST



SECTION 12, T. 3 S., R. 7 E.,
YPSILANTI TOWNSHIP, WASHTENAW COUNTY

EAST 1/4 CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY

SECTION 7, T. 3 S., R. 8 E.,
VAN BUREN TOWNSHIP, WAYNE COUNTY



PARCELS 'D1' & 'D2' DETAIL
SCALE: NONE

SEE SHEET 1 OF 4
MATCH LINE

PARCEL 'D1'
SEE DETAIL THIS SHEET

PARCEL 'D2'
SEE DETAIL THIS SHEET

ADAMS & SON
PROFESSIONAL SURVEYORS

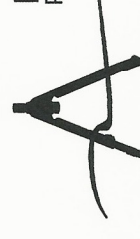
David C. Adams & Son
Professional Land Surveyors, Inc.
25517 Five Mile Road
Detroit, Michigan 48239
Tel: 313-538-1222
Fax: 313-538-8438
www.DCAsurvey.com

PARCEL 'A' DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW 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; 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, 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 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 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, ACROSS THE LINE COMMON TO SECTIONS 12 AND 7 AND INTO SAID SECTION 7, A DISTANCE OF 741.25 FEET TO A POINT; THENCE SOUTH, A DISTANCE OF 768.31 FEET TO A POINT; THENCE SOUTH 41 DEGREES 23 MINUTES 40 SECONDS WEST ACROSS THE LINE COMMON TO SAID SECTIONS 7 AND 12 AND INTO SAID SECTION 12, A DISTANCE OF 225.25 FEET TO A POINT; THENCE SOUTH 64 DEGREES 28 MINUTES 25 SECONDS WEST A DISTANCE OF 125.00 FEET TO A POINT; 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 473.73 FEET TO A POINT; THENCE SOUTH 00 DEGREES 08 MINUTES 45 SECONDS WEST A MEASURED DISTANCE OF 241.25 FEET (DESCRIBED 243.27 FEET) TO A POINT; THENCE SOUTH 77 DEGREES 57 MINUTES 35 SECONDS WEST A DISTANCE OF 4.93 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 00 DEGREES 03 MINUTES 01 SECOND WEST, ALONG THE EASTERLY LINE OF AN EXISTING CONCRETE ROADWAY, A DISTANCE OF 1102.78 FEET TO A POINT OF CURVE IN SAID ROADWAY; THENCE CONTINUING ALONG THE EASTERLY EDGE OF SAID ROADWAY, ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 334.72 FEET, A CENTRAL ANGLE OF 50 DEGREES 31 MINUTES 07 SECONDS, AN ARC DISTANCE OF 295.13 FEET (CHORD BEARS SOUTH 25 DEGREES 12 MINUTES 33 SECONDS EAST 285.66 FEET) TO A POINT; THENCE NORTH 64 DEGREES 36 MINUTES 55 SECONDS WEST, ALONG A LINE NOT TANGENT TO THE FOREGOING CURVE, A DISTANCE OF 204.04 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 3233.20 FEET, A CENTRAL ANGLE OF 08 DEGREES 03 MINUTES 00 SECONDS, AN ARC DISTANCE OF 454.26 FEET (CHORD BEARS NORTH 60 DEGREES 35 MINUTES 25 SECONDS WEST 453.89 FEET) TO A POINT OF TANGENT; THENCE NORTH 56 DEGREES 33 MINUTES 55 SECONDS WEST A DISTANCE OF 1484.43 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 3739.90 FEET, A CENTRAL ANGLE OF 01 DEGREE 59 MINUTES 46 SECONDS, AN ARC DISTANCE OF 130.30 FEET (CHORD BEARS NORTH 55 DEGREES 34 MINUTES 02 SECONDS WEST 130.29 FEET) TO A POINT OF TANGENT; THENCE NORTH 54 DEGREES 34 MINUTES 09 SECONDS WEST A DISTANCE OF 359.56 FEET TO A POINT ON THE SOUTHERLY LINE OF THE FORMER GENERAL MOTORS CORPORATION, HYDRA-MATIC DIVISION, WILLOW RUN PLANT PROPERTY; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG SAID PROPERTY LINE, SOUTH 89 DEGREES 55 MINUTES 54 SECONDS EAST, 61.04 FEET; THENCE SOUTH 56 DEGREES 33 MINUTES 55 SECONDS EAST, 215.23 FEET; THENCE SOUTH 75 DEGREES 32 MINUTES 00 SECONDS EAST, 172.85 FEET; THENCE SOUTH 80 DEGREES 44 MINUTES 00 SECONDS EAST, 75.00 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 00 SECONDS EAST, 70.12 FEET; THENCE EAST, 1059.88 FEET; THENCE NORTH, 24.27 FEET; THENCE NORTH 77 DEGREES 57 MINUTES 35 SECONDS EAST A DISTANCE OF 497.22 FEET TO THE POINT OF BEGINNING. CONTAINING 27.300 ACRES, MORE OR LESS, OF LAND IN AREA.

PARCEL 'C1' DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW 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; 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, 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 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 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 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 93.51 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 12; THENCE SOUTH 01 DEGREE 27 MINUTES 26 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 196.22 FEET TO A POINT; THENCE NORTH 24 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 215.24 FEET TO THE POINT OF BEGINNING. CONTAINING 0.211 ACRES, MORE OR LESS, OF LAND IN AREA.



ADAMS & SON

PROFESSIONAL SURVEYORS

David C. Adams & Son
Professional Land Surveyors, Inc.
25517 Five Mile Road
Detroit, Michigan 48239
Tel: 313-538-1222
Fax: 313-538-8438
www.DCASurveyors.com

PARCEL 'C2' DESCRIPTION

PART OF THE NORTHWEST 1/4 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; 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, 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 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. CONTAINING 0.675 ACRES, MORE OR LESS, OF LAND IN AREA.

PARCEL 'D1' DESCRIPTION

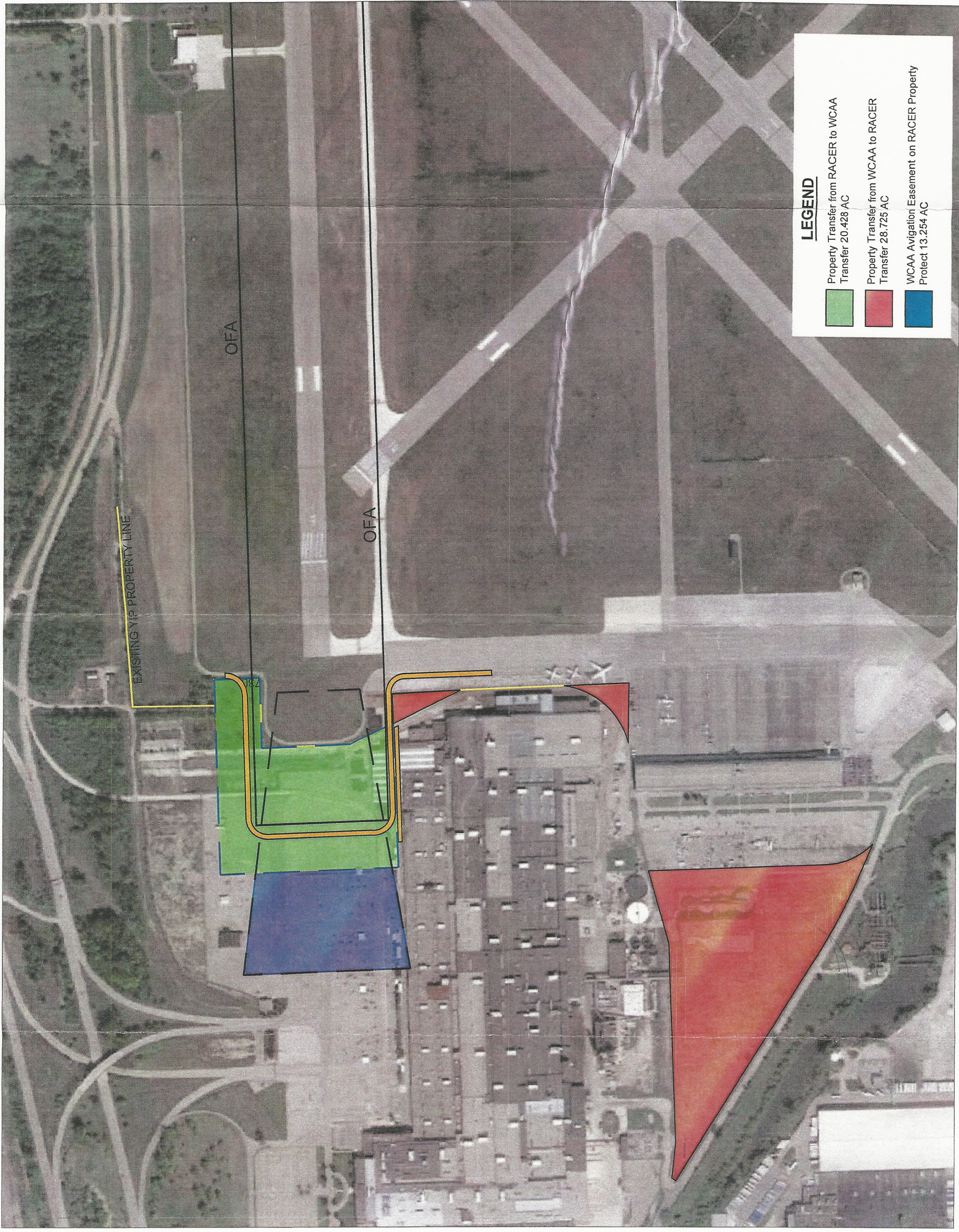
PART OF THE SOUTHEAST 1/4 OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, T. 3 S., R. 7 E., YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; RUNNING THENCE SOUTH 01 DEGREE 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, 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 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, ACROSS THE LINE COMMON TO SECTIONS 12 AND 7 AND INTO SAID SECTION 7, A DISTANCE OF 741.25 FEET TO A POINT; THENCE SOUTH, A DISTANCE OF 768.31 FEET TO A POINT; THENCE SOUTH 41 DEGREES 23 MINUTES 40 SECONDS WEST A DISTANCE OF 181.51 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 12, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 00 DEGREES 02 MINUTES 43 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 85.97 FEET TO A POINT; THENCE SOUTH 89 DEGREES 42 MINUTES 46 SECONDS WEST A DISTANCE OF 141.66 FEET TO A POINT; THENCE NORTH 64 DEGREES 28 MINUTES 25 SECONDS EAST A DISTANCE OF 125.00 FEET TO A POINT; THENCE NORTH 41 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 43.74 FEET TO THE POINT OF BEGINNING. CONTAINING 0.115 ACRES, MORE OR LESS, OF LAND IN AREA.

PARCEL 'D2' DESCRIPTION

PART OF THE SOUTHWEST 1/4 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; 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, 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 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, ACROSS THE LINE COMMON TO SECTIONS 12 AND 7 AND INTO SAID SECTION 7, A DISTANCE OF 741.25 FEET TO A POINT; THENCE SOUTH, A DISTANCE OF 768.31 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 221.53 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, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 85.97 FEET TO A POINT; THENCE NORTH 41 DEGREES 23 MINUTES 40 SECONDS EAST A DISTANCE OF 181.51 FEET TO THE POINT OF BEGINNING. CONTAINING 0.424 ACRES, MORE OR LESS, OF LAND IN AREA.

Exhibit "B"

Maps






EXISTING YIP PROPERTY LINE

OFA

OFA

LEGEND

	Property Transfer from RACER to WCAA Transfer 20.428 AC
	Property Transfer from WCAA to RACER Transfer 28.725 AC
	WCAA Avigation Easement on RACER Property Protect 13.254 AC

Release Designation R-7 /
Subparcel of 1-I

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DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the Wayne County Airport Authority, both a body politic, created, operating, and doing business under the laws of the State of Michigan, WITNESSETH:

WHEREAS, the United States of America, acting by and through the Administrator of the Federal Aviation Administration (FAA), under and pursuant to authority contained in the provisions of the Surplus Property Act of 1944 and the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders by instrument of transfer entitled "Quitclaim Deed" dated January 15, 1947 transferring property comprising Willow Run Airport (YIP) to the University of Michigan and on January 31, 1977, the University of Michigan transferred ownership of YIP to the Board of County Road Commissioners of the County of Wayne, Michigan and did remise, release and forever quitclaim to the Board of County Road Commissioners of the County of Wayne, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Van Buren Township, Michigan, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Wayne County, Michigan, Liber 19677 and Pages 279-293 and Liber 1566 and Pages 406-410 in the County of Washtenaw, Michigan, reference being hereto made as if fully set out herein; and

WHEREAS, the Wayne County Airport Authority has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Detroit Airports District Office, Airports Division, Great Lakes Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Detroit Airports District Office, Airports Division, Great Lakes Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the Wayne County Airport Authority in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

- A. Grantor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- B. Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- C. There is hereby reserved to the Grantor, its successors and assigns, for the use of and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.
- D. Grantee expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree(s) on the land determined by the FAA to constitute a hazard to air navigation. In the event the aforesaid covenants are breached, Grantor reserves the right to enter upon the Property hereunder and to remove the offending structure or objects and cut the offending tree(s), all of which shall be at the expense of the Grantee.
- E. Grantee expressly agrees for itself, its successors, and assigns that it will not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to air navigation. This includes creating a potential for attracting birds and other wildlife that may pose a hazard to aircraft. In the event the aforesaid covenant is breached, Grantor reserves the right to enter upon the Property hereby and cause the abatement of such interference at the expense of the Grantee.
- F. Grantee expressly agrees for itself, its successors, and assigns to not hereafter use nor permit nor suffer use of the land described herein in such a manner as to: create electrical interference with radio communication between the installation upon the airport and aircraft; make it difficult for fliers to distinguish between airport lights and others; impair visibility in the vicinity of the airport; or endanger the landing, taking off, or maneuvering of aircraft.
- G. The aforesaid covenants and agreements shall run with the land, as hereinafter described, for the benefit of the Wayne County Airport Authority and its successors and assigns in the ownership and operation of the Willow Run airport.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the County of Wayne and Wayne County Airport Authority dated January 15, 1947 and January 31, 1977, which real property is described as follows:

Legal Description of Parcel being released (3.44 acres)

Part of the NW 1/4 and the SW 1/4 of Section 18, T3S-R8E, Van Buren Township, Wayne County, Michigan, more particularly described as follows: Commencing at the NW Corner of Section 18, thence along the West line of Section 18, S 02°19'10" E, 2647.93 feet, to the West 1/4 Corner of Section 18; thence along the East-West 1/4 line of Section 18, N 88°35'19" E, 464.50 feet, to the POINT OF BEGINNING of the parcel to be described; thence along the West line of Willow Run Airport, the following 2 courses.

1) N 35°26'31" W, 214.67 feet and 2) N 08°48'40" W, 85.44 feet; thence N 48°25'55" E, 598.34 feet; thence S 41°34'37" E, 1103.42 feet; thence S 48°26'41" W, 21.19 feet; thence S 41°34'42" E, 39.06 feet; thence S 48°26'06" W, 225.00 feet; thence N 41°35'53" W, 39.09 feet; thence S 48°26'41" W, 110.59 feet; thence S 85°05'04" W, 235.97 feet; thence S 48°25'42" W, 157.05 feet; thence N 35°24'30" W, 80.73 feet; thence S 48°28'06" W, 51.83 feet; thence along the West line of Willow Run Airport, the following 2 courses. 1) N 06°54'08" W, 30.40 feet and 2) N 35°26'31" W, 575.17 feet to the POINT OF BEGINNING, EXCEPTION the following described parcel.

Part of the NW 1/4 and the SW 1/4 of Section 18, T3S-R8E, Van Buren Township, Wayne County, Michigan, more particularly described as follows: Commencing at the NW Corner of Section 18, thence along the West line of Section 18, S 02°19'10" E, 2647.93 feet, to the West 1/4 Corner of Section 18; thence along the East-West 1/4 line of Section 18, N 88°35'19" E, 509.41 feet, to the POINT OF BEGINNING of the parcel to be described; thence N 35°25'12" W, 202.94 feet; thence N 48°25'50" E, 590.22 feet; thence S 41°34'37" E, 1030.00 feet; thence S 48°26'06" W, 225.00 feet; thence N 41°35'53" W, 180.00 feet; thence S 48°25'42" W, 456.87 feet; thence N 35°24'30" W, 651.98 feet to the POINT OF BEGINNING containing 3.44 acres, more or less. Being subject to any and all easements, reservations or restrictions of record.

By its acceptance of this Deed of Release the County of Wayne, Michigan and Wayne County Airport Authority also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Detroit Airports District Office, Airports Division, Great Lakes Region, Federal Aviation Administration, all as of the 31 day of October, 2017.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By 

Manager, Detroit Airports District Office
Airports Division, Great Lakes Region
Federal Aviation Administration

STATE OF MICHIGAN

COUNTY OF WAYNE

On this 31st day of October, 2017, before me, a Notary Public in and for the County of Wayne, State of Michigan, personally appeared John L. Mayfield, Jr., known to me to be the Manager, Detroit Airports District Office, Airports Division, Great Lakes Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

WITNESS my hand and official seal.

Notary Public in and for said County and State

Paula Ransom

(SEAL)

My commission expires 3-30-2023

PAULA RANSOM
NOTARY PUBLIC, STATE OF MI
COUNTY OF WASHTENAW
MY COMMISSION EXPIRES 3-30-2023
ACTING IN THE COUNTY OF Wayne

Accepted:

Wayne County Airport Authority

By: *John R. Nardone*

Title: Chief Executive Officer

Date: November 14, 2017

Kristy N. Exner

Kristy N Exner
Notary Public
State of Michigan
Acting in Wayne County
My Commission Expires 11-21-2018



U.S Department
of Transportation
Federal Aviation
Administration

Great Lakes Region
Detroit Airports District Office

11677 South Wayne Road
Suite 107
Romulus, MI 48174

October 26, 2017

Mr. Joseph Nardone, CEO
Wayne County Airport Authority
11050 Rogell Drive, Bldg 602
Detroit, MI 48242

Dear Mr. Nardone:

Willow Run Airport (YIP), Detroit, Michigan
Release of Airport Property and National Emergency Use Provision
(Approximately 3.44 Acres)

This is in response to your correspondence dated September 30, 2016 and subsequent information and supporting documentation requesting the Federal Aviation Administration (FAA) release the Wayne County Airport Authority of its obligations to maintain as airport property approximately 3.44 acres located in the southwest quadrant of the Willow Run Airport (YIP).

The 3.44 acres of land is a portion of the property transfer entitled "Quitclaim Deed" dated January 15, 1947 which transferred property comprising Willow Run Airport (YIP) to the University of Michigan and on January 31, 1977, the University of Michigan transferred ownership of YIP to the Board of County Road Commissioners of the County of Wayne, Michigan. The land is identified as airport property on the Airport Property Plan and is currently utilized by the Ford Motor Company as a Toxic Waste Land fill. It has been determined the land will not be needed for airport purposes for the present or foreseeable future and release for sale will not materially or adversely affect the use, operation, or maintenance of the airport.

Chapter 22 of Order 5190.6B identifies the need to issue public notice of FAA's intent to release aeronautical property from federal obligations. In accordance with section 47107(h) of Title 49, United States Code, any waiver of the aeronautical land-use assurance requires a Federal Register

CONCURRENCES
ROUTING SYMBOL 600
INITIALS/SIGNATURE
DATE
ROUTING SYMBOL 601
INITIALS/SIGNATURE JS
DATE 10/25/17
ROUTING SYMBOL 611
INITIALS/SIGNATURE JZ
DATE 10/25/17
ROUTING SYMBOL 606
INITIALS/SIGNATURE EPG
DATE 10/25/17
ROUTING SYMBOL 605
INITIALS/SIGNATURE BS
DATE 10/25/16
ROUTING SYMBOL
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Notice. The Federal Register Notice was published September 7, 2017. The comment period expired October 10, 2017, with no public comments received.

The environmental implications of the release were evaluated in a Documented Categorical Exclusion completed for the planned use. A determination the proposed development project qualified for a Categorical Exclusion was issued by the FAA on July 19, 2017.

In addition, the proposed 3.44 acres was subject to the National Emergency Use Provision (NEUP) provision contained within the deed. In accordance with FAA Order 5190.6B, Section 22.9, *Release of National Emergency Use Provision (NEUP)*, the Department of Defense must release the airport sponsor from this provision in order to sell or use the land for non-aeronautical activity. The Department of Defense issued a letter on July 27, 2017, concurring with the FAA's determination the 3.44 acres is no longer required for aeronautical purposes and is released from NEUP.

Finally, the Wayne County Airport Authority has established the value of this property is de minimis since it has been operated at a toxic landfill site since 1997.

The Wayne County Airport Authority will, by agreement with FAA, commit all proceeds from the sale of the property to the development, maintenance and operations of the airport, in conformance with the FAA's revenue use policy (Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7696 February 16, 1999).

In accordance with these requirements, the sponsor is hereby released from the Quitclaim Deed dated January 15, 1947 and terms and conditions of all prior grant agreements with the United States of America to maintain as airport property the parcel of land described as follows:

Legal Description of Parcel being released (3.44 acres)

Part of the NW 1/4 and the SW 1/4 of Section 18, T3S-R8E, Van Buren Township, Wayne County, Michigan, more particularly described as follows: Commencing at the NW Corner of Section 18, thence along the West line of Section 18, S 02°19'10" E, 2647.93 feet, to the West 1/4 Corner of Section 18; thence along the East-West 1/4 line of Section 18, N 88°35'19" E, 464.50 feet, to the POINT OF BEGINNING of the parcel to be described; thence along the West line of Willow Run Airport, the following 2 courses.

1) N 35°26'31" W, 214.67 feet and 2) N 08°48'40" W, 85.44 feet; thence N 48°25'55" E, 598.34 feet; thence S 41°34'37" E, 1103.42 feet; thence S 48°26'41" W, 21.19 feet; thence S 41°34'42" E, 39.06 feet; thence S 48°26'06" W, 225.00 feet; thence N 41°35'53" W, 39.09 feet; thence S 48°26'41" W, 110.59 feet; thence S 85°05'04" W, 235.97 feet; thence S 48°25'42" W, 157.05 feet; thence N 35°24'30" W, 80.73 feet; thence S 48°28'06" W, 51.83 feet; thence along the West line of Willow Run Airport, the following 2 courses. 1) N 06°54'08" W, 30.40 feet and 2) N 35°26'31" W, 575.17 feet to the POINT OF BEGINNING, EXCEPTION the following described parcel. Part of the NW 1/4 and the SW 1/4 of Section 18, T3S-R8E, Van Buren Township, Wayne County, Michigan, more particularly described as follows: Commencing at the NW Corner of Section 18, thence along the West line of Section 18, S 02°19'10" E, 2647.93 feet, to the West 1/4 Corner of Section 18; thence along the East-West 1/4 line of Section 18, N 88°35'19" E, 509.41 feet, to the POINT OF BEGINNING of the parcel to be described; thence N 35°25'12" W, 202.94 feet; thence N 48°25'50" E, 590.22 feet; thence S 41°34'37" E, 1030.00 feet; thence S 48°26'06" W, 225.00 feet; thence N 41°35'53" W, 180.00 feet; thence S 48°25'42" W, 456.87 feet; thence N 35°24'30" W, 651.98 feet to the POINT OF BEGINNING containing 3.44 acres, more or less. Being subject to any and all easements, reservations or restrictions of record.

The Wayne County Airport Authority as airport sponsor shall include the following restrictions in any deed, or other conveyance of property interests, to others:

- A. Grantor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- B. Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- C. There is hereby reserved to the Grantor, its successors and assigns, for the use of and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

- D. Grantee expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree(s) on the land determined by the FAA to constitute a hazard to air navigation. In the event the aforesaid covenants are breached, Grantor reserves the right to enter upon the Property hereunder and to remove the offending structure or objects and cut the offending tree(s), all of which shall be at the expense of the Grantee.
- E. Grantee expressly agrees for itself, its successors, and assigns that it will not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard to air navigation. This includes creating a potential for attracting birds and other wildlife that may pose a hazard to aircraft. In the event the aforesaid covenant is breached, Grantor reserves the right to enter upon the Property hereby and cause the abatement of such interference at the expense of the Grantee.
- F. Grantee expressly agrees for itself, its successors, and assigns to not hereafter use nor permit nor suffer use of the land described herein in such a manner as to: create electrical interference with radio communication between the installation upon the airport and aircraft; make it difficult for fliers to distinguish between airport lights and others; impair visibility in the vicinity of the airport; or endanger the landing, taking off, or maneuvering of aircraft.

The aforesaid covenants and agreements shall run with the land, as hereinabove described, for the benefit of the Wayne County Airport Authority and its successors and assigns in the ownership and operation of the Willow Run Airport.

The Airport Layout Plan and Exhibit "A" shall be updated to depict the release and the Exhibit "A" should reference this letter. The Exhibit "A" update shall be submitted to the FAA within 90 days of the date of this letter.

In consideration of these premises, the FAA agrees to release the Wayne County Airport Authority from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property. Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and its enclosed duplicate and returning one copy to our office. In addition, please have the original and copy of the Deed of Release (enclosed) executed on behalf of the Wayne County Airport Authority and return one copy to us.

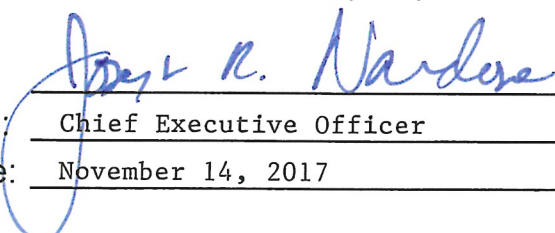
Sincerely,

ORIGINAL SIGNED BY

John L. Mayfield, Jr., Manager
Detroit Airports District Office

3 Enclosures

Accepted for Wayne County Airport Authority

By: 
Title: Chief Executive Officer
Date: November 14, 2017

ORIGINAL SOURCE BY

September 30, 2016

Sent via Federal Express

Ms. Irene Porter
Program Manager
Detroit Airports District Office
Federal Aviation Administration
11677 South Wayne Road, Suite 107
Romulus, Michigan 48174

RE: REQUEST FOR DEED OF RELEASE FOR 3.11 ACRES AT THE WILLOW RUN AIRPORT

Federal Aviation Administration (“FAA”) regulations require an operator of a public airport supported by FAA Airport Development Grants (“ADF”) to obtain the FAA’s approval whenever the operator’s use of airport real property is changed. The purpose of this requirement is to understand the ramifications of the proposed change in use.

The Wayne County Airport Authority (“WCAA”) has full operational jurisdiction over the Detroit Metropolitan Wayne County Airport (“DTW”) and the Willow Run Airport (“YIP”), with power to grant rights and restrictions. Prior to 2004, the Charter County of Wayne (“County”) owned and operated both airports. It is this pre-2004 time period that is most relevant to the WCAA’s Request for a 3.11 Acre Land Release.

More than twenty years ago, environmental testing by the Michigan Department of Natural Resources, now known as the Michigan Department of Environmental Quality (“MDEQ”) and the United States Environmental Protection Agency (“EPA”) discovered polychlorinated biphenyls (“PCBs”), a highly toxic substance, in the Willow Run Creek

Site (“WRCS”). The WRCS included the Willow Run Sludge Lagoon, Tyler Pond and Edison Pond. These areas were contaminated with PCBs, a hazardous substance regulated by the Toxic Substance Control Act (“TSCA”) and subject to clean-up under EPA Superfund legislation.

Prior to 1974, PCBs were not subject to regulation and were widely used, including at YIP. The primary source of PCBs at YIP was suspected to be the Willow Run Industrial Complex, a/k/a Ford’s World War II Bomber Plant which eventually became the General Motors Powertrain facility.

The exact source of this environmental contamination, though, was unknown, and consequently the MDEQ and EPA attributed liability to all potentially responsible parties (“PRP”) in title. This group included General Motors Corporation (“GM”), Ford Motor Company (“Ford”), Chrysler Corporation (“Chrysler”), the Regents of the University of Michigan (“U of M”), Ypsilanti Township, Ypsilanti Community Utilities Authority and the County.

On March 23, 1995, the County and the other PRPs entered into a settlement agreement (“Settlement Agreement”) with the State of Michigan, acting on behalf of the EPA, which required the PRPs to create and pay for a remedial action plan to remove the contamination from the Willow Run Creek Area Site. (See Ex. 1). Had the PRPs not entered in to the Settlement Agreement, the Willow Run Creek Site would likely have been designated a Superfund Site by the EPA.

Each of the PRPs were required to perform or provide something as part Settlement Agreement. Conestoga-Rovers Associates (“CRA”) was hired to create the Remedial Action Plan (“RAP”). The County’s contribution to the remediation efforts was

the designation of the real property where the toxic landfill (“Toxic Landfill”) was and is currently located. “Ford and GM” were “jointly and severally liable” to “arrange for and effectuate the transfer of title” to the Toxic Landfill to Ford or GM. (See Ex. 1, pg. 11). In addition to joint and several liability for the Toxic Landfill, Ford and GM were also jointly liable for pretreatment of leachate, operation and maintenance of the Toxic Landfill, and “all funding” for all amounts required by the Settlement Agreement. Finally, Ford and GM were required to indemnify the County (amongst many) from “exposure to or liability from future releases which may occur” from the Toxic Landfill. (See Ex. 1, pg. 14)

On or about October 8, 1996, the County requested and received the FAA’s approval to release a 13.342 parcel of land for use as a Toxic Landfill (“DOR”). (See Ex. 2). As required by the Settlement Agreement, GM and Ford assumed the greatest share of the remediation and management costs arising from the Toxic Landfill.

Following the State of Michigan’s approval of the RAP, the PRPs proceeded with the environmental remediation of the WRCS. In 1997, a concrete encased contamination cell (“CECC”) was placed on YIP property. The CECC was and is located across from the former Hanger #2 site. (See Ex. 3). Since 1997, CRA has been managing the CECC at the Toxic Landfill. The Toxic Landfill includes the CECC, treatment lines and internal facilities. Unfortunately, the actual size of the Toxic Landfill is 16.45 acres, while the DOR only released 13.342 acres. (Compare Ex. 2 and Ex. 3). Pointedly, the issuance of the DOR occurred before the construction of the Toxic Landfill. Some of the critical components are partially located outside the areas covered by the October 8, 1996 Deed of Release. (See Ex. 3)

From 1997 through 2006, GM paid CRA for all the costs associated with and arising from the Toxic Landfill. Ford and General Motors apparently had a side agreement, which required GM to take title to the Toxic Landfill after the completion of the activities required by the RAP. GM's obligations under the side agreement were discharged in bankruptcy and since 2006 Ford has been managing the Toxic Landfill. Ford was reluctantly left with the obligations under the Settlement Agreement, including the management of the Toxic Landfill and the requirement to take title.

Since 2006, Ford has incurred approximately \$600,000.00 per year to maintain the Toxic Landfill, and has provided, and continues to provide, indemnification with respect to the Toxic Landfill through the Settlement Agreement. Since 2006, Ford allegedly processed six million gallons of toxic waste through the Toxic Landfill. Lastly, Ford has filled all reports required by the MDEQ.

The history of YIP dates back to the World War II era. On January 15, 1947, the United States of America ("US") and the Reconstruction Finance Corporation ("RFC") executed a quit claim deed ("QCD") transferring YIP to the Regents of the University of Michigan ("U of M"). Amongst other things, the QCD required an avigation easement (See Ex. 4, pg.5) and further established U of M's use of YIP strictly for use as a public airport. (See Ex. 4, pg.11). These obligations were incorporated in to the QCD and run with the land.

On July 31, 1977, ownership of YIP was transferred from U of M to the Wayne County Road Commission (a predecessor to the County). Under the terms of the 1977 conveyance, the County agreed to: (i) continue to operate YIP as a public airport; (ii) serve as the "sponsor" in all federal and state grant agreements; and (iii) assume all

obligations and easements, including all aviation easements set forth in the 1947 QCD. (See Ex. 5, pgs.9-20).

On October 8, 1996, the US, acting through the FAA, issued a DOR that allowed the County to convey 13.342 of YIP property subject to the restrictions set forth in the DOR, which include but were not limited to Part 77 height restrictions, non-interference YIP radio communications, an aviation easement and an obligation not to attract wildlife. (See Ex. 2). All of “[T]he aforesaid covenants and agreements shall run with the land.”

In 1997, a Toxic Landfill was constructed on YIP property covered by the DOR, but unfortunately a small area was not included. (See Ex. 2 and 3 - comparison). Specifically, 3.11 acres was left out of the areas covered by the DOR. While the causes may be plenty, blame is irrelevant at this point. To correct the current situation we currently find ourselves in, the WCAA needs this additional acreage released because a small portion Toxic Landfill is presently operating on unreleased property.

The current location of the Toxic Landfill is located on more than 80% of YIP property released by the 1996 DOR. Despite this incongruity, the Toxic Landfill has been operating on this section of YIP property, behind a fence segregating the area, since 1997. At this point, the Toxic Landfill cannot be removed or relocated for fear of unleashing the toxic waste buried within. The only option is for new land release to include the additional 3.11 acres.

The entire segregated parcel, including the property released by the DOR, is located outside the AOA, and does not conflict with any aviation easement or any RPZ. (See Ex. 2 and 3). Further, there are no impacts on Federal and State Grant assurances.

The covenants and obligations contained 1947 Quit Claim Deed, the 1977 Quit Claim Deed, and the 1996 DOR remain in place and run with the land.

Moreover, Ford has agreed to take title to the Toxic Landfill as required by the Settlement Agreement. As part of the Quit Claim Deed to Ford from the County, the WCAA required the following language:

THE FOLLOWING RESTRICTIVE COVENANTS RUN WITH THE LAND (real property described in Exhibit A):

(1) Except for existing structures permitted and located on the real property to be transferred, Grantee shall not construct nor permit to stand on the real property herein conveyed any buildings, structures, poles, trees, other objects (whether natural or otherwise), and other obstructions to a height which will exceed allowable height as now or hereinafter defined in 14 CFR Part 77.

(2) Grantee shall file a notice consistent with the requirements of 14 CFR Part 77 (FAA Form 7460-1) prior to constructing a facility, structure on the real property herein conveyed.

(3) Grantee shall not hereafter use, permit, or suffer use of the real property herein conveyed in such a manner as to create electrical interference with radio communication between the Willow Run Airport and aircraft; make it difficult for pilots to distinguish between airport lights and others; impair visibility in the vicinity of the Willow Run Airport; or otherwise endanger the landing, taking off, or maneuvering of aircraft.

(4) There is hereby reserved to the Wayne County Airport Authority, and its successors and assigns in the ownership and operation of the Willow Run Airport, for the use and benefit to the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein conveyed. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Willow Run Airport.

(5) Shall not hereinafter use, permit, or suffer use of the real property herein conveyed as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

(See Exhibit 6).

Ford has agreed to each and every one of these covenants and obligations.

The County also has agreed to this entire process. First, on June 30, 2016 the County issued a letter concurring with the WCAA's request for land release for the Toxic Landfill. (See Exhibit 7). Next, on July 19, 2016, the County signed the MDEQ Restrictive Covenant and the same was recorded on September 9, 2016 with the Wayne County Register of Deeds. (See Exhibit 8). Lastly, on September 14, 2016 the County expressed its desire to "deed the property" to Ford. (See Exhibit 9).

With the recordation of the Restriction Covenant, the MDEQ is expected to issue a closure report. While further involvement and inspection may be required by the MDEQ, this completes the obligations of the WCAA under the RAP.

Questions have been raised regarding the long term commitment of Ford. Two documents prevent Ford from "walking away." The Settlement Agreement requires Ford to take title, pre-treat the leachate, operate and maintain the Toxic Landfill, and provide "all funding" for all amounts required by the Settlement Agreement. (See Ex. 1, pg. 11-14). Additionally, the Consent Agreement requires Ford to provide a thirty year financial assurance that is subject to the MDEQ's approval. (See Ex. 10, pgs., 16-17).

Obtaining a Deed of Release for 3.11 acres has no material impact upon the surrounding community. Presently, there is a large toxic landfill operated by US Ecology located directly adjacent to YIP. The new Deed of Release will not change or alter the character and use of adjacent lands. In fact, the new Deed of Release will be more consistent with the character and use of the US Ecology property.

Lastly, after using the property since 1997 for a Toxic Landfill, the property has no fair market value. Pointedly, all of the restrictions and covenants effectively prevent use for anything but a Toxic Landfill. The 3.11 Deed of Release is the only viable alternative.

For the reasons set forth herein, the Wayne County Airport Authority requests the Federal Aviation Administration issue a land release for 3.11 acres of land to compliment the 13.342 acres already released by the FAA on the October 8, 1996 DOR.

Sincerely,

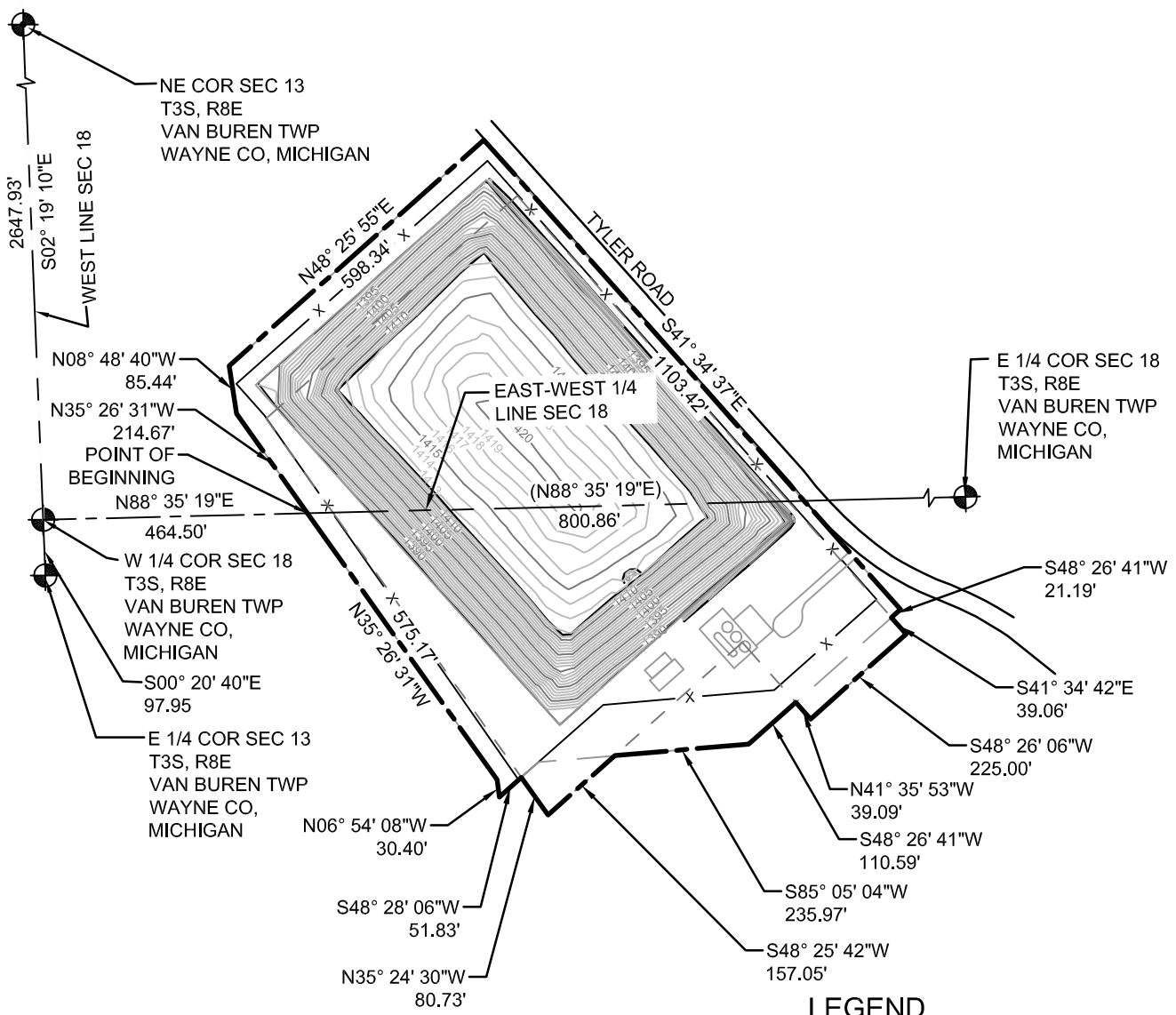
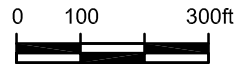
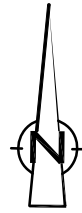
THE WAYNE COUNTY AIRPORT AUTHORITY

By:

Kevin C. Clark
Assistant General Counsel

#110785

WILLOW RUN LANDFILL PARCEL



LEGEND

- PROPERTY BOUNDARY
- 1995 HUGHES SURVEY BOUNDARY
- 2015 SURVEY BOUNDARY
- 730----- EX TOPOGRAPHIC CONTOUR
- x ----- EX FENCE

DRAFT

WILLOW RUN LANDFILL PARCEL
WILLOW RUN CREEK SITE
Van Buren Twp, Michigan



14496 Sheldon Road Suite 200
Plymouth Michigan 48170

FIGURE 1

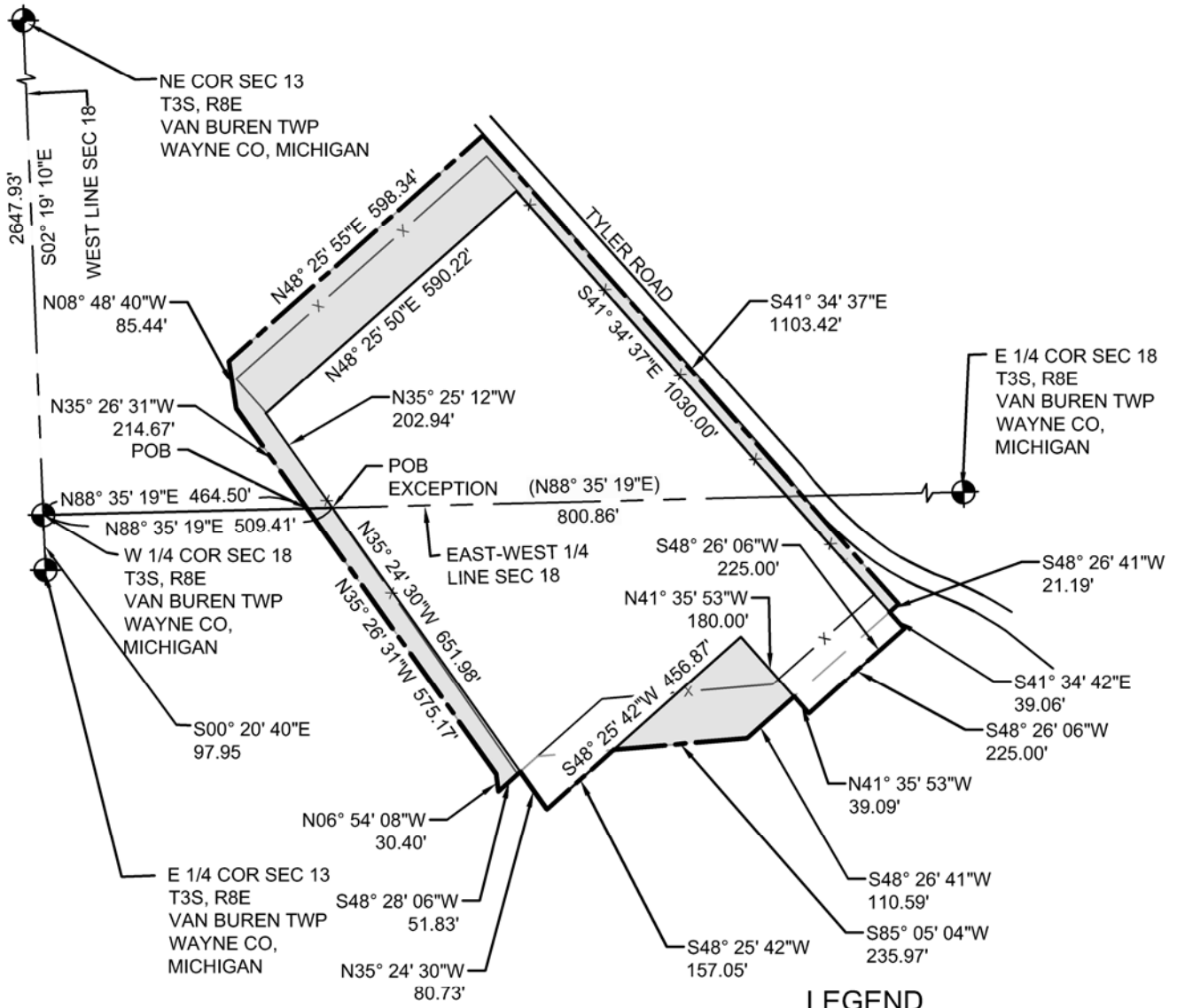
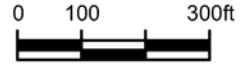
WILLOW RUN LANDFILL PARCEL

Part of the NW 1/4 and the SW 1/4 of Section 18, T3S-R8E, Van Buren Township, Wayne County, Michigan, more particularly described as follows: Commencing at the NW Corner of Section 18, thence along the West line of Section 18, S 02°19'10" E, 2647.93 feet, to the West 1/4 Corner of Section 18; thence along the East-West 1/4 line of Section 18, N 88°35'19" E, 464.50 feet, to the POINT OF BEGINNING of the parcel to be described; thence along the West line of Willow Run Airport, the following 2 courses. 1) N 35°26'31" W, 214.67 feet and 2) N 08°48'40" W, 85.44 feet; thence N 48°25'55" E, 598.34 feet; thence S 41°34'37" E, 1103.42 feet; thence S 48°26'41" W, 21.19 feet; thence S 41°34'42" E, 39.06 feet; thence S 48°26'06" W, 225.00 feet; thence N 41°35'53" W, 39.09 feet; thence S 48°26'41" W, 110.59 feet; thence S 85°05'04" W, 235.97 feet; thence S 48°25'42" W, 157.05 feet; thence N 35°24'30" W, 80.73 feet; thence S 48°28'06" W, 51.83 feet; thence along the West line of Willow Run Airport, the following 2 courses. 1) N 06°54'08" W, 30.40 feet and 2) N 35°26'31" W, 575.17 feet to the POINT OF BEGINNING, containing 16.78 acres, more or less. Being subject to any and all easements, reservations or restrictions of record.



T.S.C.A. LANDFILL
WILLOW RUN CREEK SITE
VAN BUREN TWP.
MICHIGAN

SUPPLEMENTAL PARCEL FOR FAA TRANSFER APPROVAL



LEGEND

- PROPERTY BOUNDARY
- 1995 HUGHES SURVEY BOUNDARY
- 2015 SURVEY BOUNDARY
- EX FENCE
- SUPPLEMENTAL PARCEL

DRAFT

**SUPPLEMENTAL PARCEL FOR FAA TRANSFER APPROVAL
WILLOW RUN CREEK SITE
Van Buren Twp, Michigan**



14496 Sheldon Road Suite 200
Plymouth Michigan 48170

FIGURE 2

SUPPLEMENTAL PARCEL FOR FAA TRANSFER APPROVAL

Part of the NW 1/4 and the SW 1/4 of Section 18, T3S-R8E, Van Buren Township, Wayne County, Michigan, more particularly described as follows: Commencing at the NW Corner of Section 18, thence along the West line of Section 18, S 02°19'10" E, 2647.93 feet, to the West 1/4 Corner of Section 18; thence along the East-West 1/4 line of Section 18, N 88°35'19" E, 464.50 feet, to the POINT OF BEGINNING of the parcel to be described; thence along the West line of Willow Run Airport, the following 2 courses. 1) N 35°26'31" W, 214.67 feet and 2) N 08°48'40" W, 85.44 feet; thence N 48°25'55" E, 598.34 feet; thence S 41°34'37" E, 1103.42 feet; thence S 48°26'41" W, 21.19 feet; thence S 41°34'42" E, 39.06 feet; thence S 48°26'06" W, 225.00 feet; thence N 41°35'53" W, 39.09 feet; thence S 48°26'41" W, 110.59 feet; thence S 85°05'04" W, 235.97 feet; thence S 48°25'42" W, 157.05 feet; thence N 35°24'30" W, 80.73 feet; thence S 48°28'06" W, 51.83 feet; thence along the West line of Willow Run Airport, the following 2 courses. 1) N 06°54'08" W, 30.40 feet and 2) N 35°26'31" W, 575.17 feet to the POINT OF BEGINNING, EXCEPTION the following described parcel.

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WILLOW RUN CREEK SITE
VAN BUREN TWP.
MICHIGAN