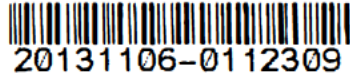


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**DECLARATION OF RESTRICTIVE COVENANT AND
GRANT OF ENVIRONMENTAL PROTECTION
EASEMENT**

This transfer is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively.

**Folkertsma Refuse Superfund Site, Kent County,
Michigan**

**U.S. EPA Site No.
MID980609366**

**MDEQ Site ID No.
41000021**

**MDEQ Reference
No. RRD-RC-SF-
201-13-004**

This Declaration of Restrictive Covenant and Grant of Environmental Protection Easement ("Restrictive Covenant and Easement") is made on 11-5-13 by Bergsma Brothers, LLC, a Michigan Limited Liability Company ("Grantor"), whose address is 1426 Pannell Road NW, Grand Rapids, Michigan 49504 for the benefit of the Michigan Department of Environmental Quality ("MDEQ"), whose address is 525 West Allegan Street, Lansing, Michigan 48933 and the Settling Parties identified on **Exhibit 1** to this Restrictive Covenant and Easement; and their successor entities and representatives (collectively, the "Grantees").

RECITALS

i The Grantor is the title holder of the real property located in Kent County, Michigan and legally described in **Exhibit 2** attached hereto. The Tax ID numbers for the parcels are 41-13-11-351-013, 41-13-11-351-018, and 41-13-11-351-019. Those portions of the real property affected by this Restrictive Covenant and Easement are identified in **Exhibit 2** as the restricted use area (such restricted use area hereafter referred to as the "Property").

ii. The purpose of this Restrictive Covenant and Easement is to create restrictions that run with the land in the Grantor's real property rights; to protect the public health, safety, and welfare, and the environment; to prohibit or restrict activities that could result in unacceptable



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exposure to environmental contamination present at the Property; and to grant access to the Grantees, the United States Environmental Protection Agency ("U.S. EPA") as a Third Party Beneficiary, and representatives of either the Grantees or U.S. EPA to monitor and conduct Response Activities and to monitor and implement Work on the Property required under the Consent Decree between The United States and American Seating Company, et al. Case No. 1:92-CV-365, entered in the United States District Court for the Western District of Michigan, Southern Division ("Consent Decree").

iii. The Property comprises part of the Folkertsma Refuse Superfund Site (the "Site"), EPA Site ID No. MID980609366. The Site is the subject of an action by the U.S. EPA under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.* ("CERCLA"). U.S. EPA has determined that the Site contains hazardous substances and is a "facility" under CERCLA. In 1989, U.S. EPA listed the Site on the National Priorities List which is promulgated pursuant to Section 105 of CERCLA.

iv. Hazardous substances, including volatile organic compounds ("VOCs"), semi-volatile organic compounds ("SVOCs"), polychlorinated biphenyls ("PCBs"), pesticides, and metals, have been released and/or disposed of on the Property in the past. U.S. EPA completed a Remedial Investigation and Feasibility Study for the Site in June 1990. In June 1991, the U.S. EPA issued a Record of Decision ("ROD") for the Site in which the U.S. EPA selected the remedy for the Site. MDEQ concurred with the ROD in a letter dated June 28, 1991. In 1992, the Settling Parties entered into the Consent Decree with U.S. EPA for the performance of the remedy selected by U.S. EPA for the Site. As stated in the Consent Decree, MDEQ concurred with the ROD. The Consent Decree was entered on August 3, 1992 by the United States District Court for the Western District of Michigan, Southern Division, in the case of *United States of America v. American Seating Company, et al.*, Civil Action No. 1:92-CV-365. Under Section V of the Consent Decree, the Settling Parties were required to perform the Work (as defined in the Consent Decree), which included the following major components: fence installation, implementation of institutional controls, installation and operation of monitoring programs for remedial action, and landfill closure. All construction for the cleanup remedy was completed in 1994. The Site was deleted from the National Priorities List on April 10, 1996. Under the 2007 Ready for Anticipated Use Certification, U.S. EPA has determined that all cleanup goals for the Site have been achieved for any media that may affect current and reasonably anticipated future land uses, so that there are no unacceptable risks.

v. The Consent Decree required the recording of a restrictive covenant to prohibit any construction involving surface or subsurface excavation within the landfilled portion of the Site and to prohibit the installation of water wells within the landfilled portion of the Site.

vi. The restrictions contained in this Restrictive Covenant and Easement are based upon information available at the time the Restrictive Covenant and Easement is recorded. At the time of recording this Restrictive Covenant and Easement, hazardous substances remain at the Site and present a threat to human health through direct contact, inhalation or ingestion; the land use and resource use restrictions set forth below are required to prevent unacceptable exposures. Future changes in the environmental condition of the Property or changes in the applicable cleanup criteria, the discovery of environmental conditions at the Property that were not accounted for in the ROD, or the use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant and Easement not being protective of public health, safety, and welfare, and the environment. Information pertaining to the environmental conditions at the Property and Work (as defined in the Consent Decree)



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undertaken at the Site is on file with the U.S. EPA and the MDEQ, Remediation Division.

vii. The MDEQ recommends that prospective purchasers or users of the Property undertake appropriate due care diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with applicable requirements of Section 20107a of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.20101 *et seq.* ("NREPA").

DEFINITIONS

"Grantees" shall mean the MDEQ and the Settling Parties identified in Exhibit 1 to this Restrictive Covenant; and their successor entities and representatives, and those persons or entities acting on their behalf;

"Grantor" shall mean the title holder of the Property at the time this Restrictive Covenant and Easement is executed or any future title holder of the Property or some relevant sub-portion of the Property;

"MDEQ" shall mean the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf;

"NREPA" shall mean the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*;

"Part 201" shall mean Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq.*;

"Property" shall mean the restricted use area of the real property legally described in Exhibit 2.

"Response Activities" shall mean, consistent with Section 101(25) of CERCLA, 42 U.S.C. Section 9601(25), such actions as have been or may be necessary to conduct any removal, remedy or remedial action, as those terms are defined in Sections 101(23) and 101(24) of CERCLA, 42 U.S.C. Sections 9601(23) and 9601(24), on the Property and/or at the Site, including enforcement activities related thereto. At the time of recording this Restrictive Covenant and Easement, the remaining and ongoing Response Activities consist of operation and maintenance.

"Settling Parties" shall mean the Folkertsma Refuse Site Settling Defendants that are those companies who entered into a Consent Decree with the United States of America in the case of *United States of America v. American Seating Company, et al.*, Case Number 1:92-CV-365, in the United States District Court for the Western District of Michigan, Southern Division. These companies are identified on **Exhibit 1**.

"Site" shall mean the Folkertsma Refuse Superfund site;

"U.S. EPA" shall mean the United States Environmental Protection Agency, its successor entities and those persons or entities acting on its behalf.



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DECLARATION

For valuable consideration of less than \$100.00, the receipt of which is hereby acknowledged, the Grantor, on behalf of itself, its successors and assigns hereby covenants and declares that the Property shall be subject to the restrictions set forth below, for the benefit of the Grantees, and grants and conveys to the Grantees, and their successors, representatives, and assigns, the perpetual right to enforce said restrictions. The Grantor further, on behalf of itself, its successors and assigns does grant and convey to the Grantees and their representatives an environmental protection easement of the nature, character, and purposes set forth below with respect to the Property, and the right to enforce said easement.

1. Restrictions on Land Use.

A. The Property shall not be used for residential purposes, defined as primary use of the property for human habitation and including structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings; day care centers, educational facilities, hospitals, elder care facilities, and nursing homes; the use of any building or portion of a building as a dwelling unit for a proprietor or storekeeper or for a watchman or caretaker; any agricultural activity that uses the soil or groundwater for growth or maintenance of any type of plant or animal; and any purpose involving occupancy by a person for more than 24 hours, residential or otherwise.

B. The Property shall not be used for in a manner inconsistent with 1.A. without U.S. EPA's prior written approval.

2. Restrictions on Activity: The Grantor shall:

A. Prohibit current or future uses that cause existing contamination to migrate beyond the boundaries of the Property, that interfere with or adversely affect the integrity or protection of the Work (as defined in the Consent Decree), or increase the cost of Response Activities, or otherwise exacerbate the existing contamination located on the Property. The term "exacerbation" is more specifically defined in Section 20101(1)(r) of the NREPA, MCL 324.20101(1)(r).

B The following activities are also prohibited on the Property:

- i) Groundwater well installation and groundwater use within the Property boundary for all domestic, commercial and industrial uses, except groundwater monitoring wells necessary to implement the Work
- ii) Construction of groundwater-fed impoundments within the Property boundary.
- iii) Installation or construction of any buildings or any disturbance or development of any kind including excavation or construction on the Property unless any such construction plans are submitted to and approved by the U.S. EPA and the Settling Parties.
- iv) With respect to its activities on the Property, the Grantor shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of Part 201, MCL



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324.20120c and Part 111, Hazardous Waste Management, of the NREPA, MCL 324.11101 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws and regulations.

3. **Permanent Markers.** The Grantor shall allow the installation of permanent markers that have been approved by the U.S. EPA within the Property boundaries. These permanent markers shall more or less describe the restricted areas of the Property and the liber and page number of this Restrictive Covenant and Easement as recorded with the Kent County Register of Deeds (Exhibit 3). The Grantor shall not remove, cover, obscure, or otherwise alter or interfere with any permanent markers placed on the Property at the locations generally depicted in **Exhibit 3**. The Grantor shall keep vegetation and other materials clear of any permanent markers to assure that the markers are readily visible.

4. **Access.** The Grantor grants the Grantees and their representatives the right to enter the Property at reasonable times for the purpose of conducting activities related to the Consent Decree, including implementing the Work (as defined in the Consent Decree) and other Response Activities, monitoring the Work and compliance with this Restrictive Covenant and Easement, obtaining samples, inspecting the maintenance of the Work, and inspecting any records relating thereto; and to perform any actions necessary to maintain compliance with the Record of Decision.

Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect the MDEQ's right of entry and access, or other authorities in NREPA, and any successor statutory provisions, or other state or federal law.

5. **Term.** This Restrictive Covenant and Easement shall run with the land and shall be binding on the Grantor and its agents, successors, lessees and assigns, ~~shall inure to the benefit of~~ Grantees and their agents, successors, lessees, and assigns, and shall be binding on any subsequent title holders, occupants or other persons acquiring an interest in the Property or a relevant sub-portion of the Property, and their respective agents, successors and assigns.

6. **Third Party Beneficiary:** The Grantor, on behalf of itself and its successors, transferees, and assigns, hereby agrees that the United States, acting by and through the U.S. EPA, its successors and assigns, shall be a third party beneficiary ("Third Party Beneficiary") of all the benefits and rights set out in the restrictions, covenants, easements, exceptions, notifications, conditions, and agreements herein, and that the Third Party Beneficiary shall have the right to enforce the restrictions described herein as if it was a party hereto. No other rights in third parties are intended by this Restrictive Covenant and Easement, and no other person or entity shall have any rights or authorities hereunder to enforce these restrictions, terms, conditions, or obligations beyond the Grantor, the MDEQ, the Settling Parties, their successors, assigns, and the Third Party Beneficiary.

7. **Enforcement.** The State of Michigan, through the MDEQ; the Settling Parties; and the United States of America, through the U.S. EPA as a Third Party Beneficiary may enforce the restrictions and grant of easement set forth in this Restrictive Covenant and Easement by legal action in a court of competent jurisdiction.

8. **U.S. EPA Entry, Access, and Response Authority:** Nothing in this Restrictive Covenant and Easement shall limit or otherwise affect the U.S. EPA's right of entry and access,



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or authority to undertake Response Activities as defined in this Restrictive Covenant and Easement, as well as in CERCLA, the National Contingency Plan, 40 Code of Federal Regulations Part 300, and any successor statutory provisions, or other state or federal law. The Grantor consents to officers, employees, contractors, and authorized representatives of the U.S. EPA entering and having continued access to this Property for the purposes described in Paragraph 4, above.

9. **Modification/Release/Rescission.** The Grantor may request in writing to the U.S. EPA and the MDEQ for modifications to, or release or rescission of, this Restrictive Covenant and Easement. This Restrictive Covenant and Easement may be modified, released, or rescinded only with the written approval of the U.S. EPA and the MDEQ. Any approved modification to, or release or rescission of, this Restrictive Covenant and Easement shall be filed with the appropriate county Register of Deeds by the Grantor and a certified copy shall be returned to the U.S. EPA and the MDEQ, with a copy to the Settling Parties at the addresses provided in paragraph 11.

10. **Transfer of Interest.** The Grantor shall provide notice at the addresses provided in this document to the U.S. EPA and the Grantees of the Grantor's intent to transfer any interest in the Property, or any portion thereof, at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Grantor without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and Easement and the applicable provisions of Section 20116 of the NREPA. The Grantor shall include in any instrument conveying any interest in any portion of the Property, including, but not limited to, deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF RESTRICTIVE COVENANT AND ENVIRONMENTAL PROTECTION EASEMENT, DATED _____, AND RECORDED WITH THE KENT COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

11 **Notices.** Any notice, demand, request, consent, approval, or communication that is required to be made or obtained under this Restrictive Covenant and Easement shall be made in writing; include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant and Easement; include the EPA Site ID number and reference number; and shall be served either personally, or sent via first class mail, postage prepaid, as follows:

For the U.S. EPA:

Director
Superfund Division (SR-6J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson
Blvd. Chicago, IL
60604

with a copy to:



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Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson
Blvd. Chicago, IL
60604

For the MDEQ:

Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926

For the Settling Parties:

Philip M. Mazor, District Manager
Folkertsma PRP Group Technical Committee Chairman
Waste Management of Michigan, Inc.
Autumn Hills RDF
700 56th Avenue
Zeeland, MI 49464

12. **Miscellaneous.**

A. **Controlling Law.** The interpretation and performance of this Restrictive Covenant and Easement shall be governed by the laws of the United States as to the obligations referred to in the Consent Decree, and by the laws and regulations of the State of Michigan for all other purposes hereunder (without reference to choice of laws and principles thereof). The right to enforce the conditions and restrictions in this Restrictive Covenant and Easement are in addition to other rights and remedies that may be available, including, but not limited to, administrative and judicial remedies under CERCLA or Part 201 of the NREPA.

B. **Construction.** Any general rule of construction to the contrary notwithstanding, this Restrictive Covenant and Easement shall be liberally construed to achieve the purpose of this Restrictive Covenant and Easement and the policy and purpose of CERCLA and the land use restrictions and prospective use limitations required by Part 201. If any provision of this Restrictive Covenant and Easement is found to be ambiguous, an interpretation consistent with the purpose of this Restrictive Covenant and Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. **Severability.** If any provision of this Restrictive Covenant and Easement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provision hereof, and all other provisions shall continue unimpaired and in full force and effect.

D. **Entire Agreement.** This Restrictive Covenant Easement and its attachments and appendices supersedes all prior discussions, negotiations, understandings, or agreements between the undersigned relating to the matters addressed herein, all of which are merged herein.

E. **Successors.** The covenants, terms, conditions, and restrictions of this Restrictive



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Covenant and Easement shall be binding upon; and inure to the benefit of, the Grantor and MDEQ and their agents, successors, lessees, and assigns and any subsequent title holders, occupants or other persons acquiring an interest in the Property or a relevant sub-portion of the Property, and their respective agents, successors and assigns. The rights, but not the obligations or authorities, of the U.S. EPA and MDEQ are freely assignable to any public entity, subject to the notice to the Grantor, its successors and assigns, as their interests appear in the public title records kept and maintained by the Kent County Register of Deeds.

13. **Exhibits.** The following exhibits are incorporated into this Restrictive Covenant and Easement:

Exhibit 1 – Settling Parties

Exhibit 2 – Legal Description and Survey of the Property

Exhibit 3 – Permanent Markers

14. **Authority to Execute Covenant.** The undersigned person executing this Restrictive Covenant and Easement represents and certifies that he or she is duly authorized and has been empowered to execute this Restrictive Covenant and Easement.

IN WITNESS WHEREOF, Bergsma Brothers, LLC, the Grantor, has caused this Restrictive Covenant and Easement to be executed on this 5 day of November 2013

[Signature]
Signature

BRIAN JAY BERGSMAN
Printed Name
AKA Brian J Bergsma

President
Title

STATE OF Michigan)
COUNTY OF Kent)ss

Acknowledged before me in 11-5-2013 County, Michigan, on 11-5-2013
by Brian J Bergsma - President BERGSMAN BROTHERS, LLC
AKA Brian Jay Bergsma

Pamela S. Graftema
Notary Public, State of _____
County of _____
My commission expires: _____
Acting in the County of _____

PAMELA S. GRAFTEMA Notary Public, State of Michigan County of Ottawa My Commission Expires Apr. 13, 2020 Acting in the County of Kent



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This Document Prepared By:

Connie L. Puchalski and Robert M Peachey
Office of Regional Counsel
U.S. EPA Region 5 (C-14J)
77 W Jackson Blvd.
Chicago, Illinois 60604

Re 



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Exhibit 1

**Settling Parties -- United
States of America v. American
Seating Company, et al., Civil
Action No. 1:92-CV-365 (W.D.
Mich. 1992)**

American Seating Company
Betz Foundry, Inc.
Blackmer Pump Company
General Motors Corporation
Rapistan Demag Corporation
Waste Management of Michigan, Inc.
Wickes Manufacturing Company
Wolverine Brass Company



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Exhibit 2

**Legal Description and
Survey of the Property**



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Exhibit 2

**Description of Surveyed
Parcel**

A parcel of land being part of lots 65, 66, 67, 68 and 69 of Lamoreaux's Supervisor Plat as recorded in Liber 48 of Plats, Pages 24-25, Public Records of Kent County, Michigan, said lots also being part of the southwest 1/4 of Section 11, Town 7 North, Range 12 West, City of Walker, Kent County, Michigan, and being more particularly described as follows:

Commencing at the southwest corner of said Section 11; thence south 85 degrees 51 minutes 26 seconds east, along the south line of the southwest 1/4 of Section 11 (also being the south line of said Lamoreaux's Supervisor Plat), a distance of 905.29 feet to the point of beginning of the parcel of land herein described; thence north 00 degrees 02 minutes 02 seconds east, a distance of 838.06 feet; thence south 83 degrees 12 minutes 19 seconds east, parallel with the south right-of-way line of the Grand Trunk Railroad, a distance of 113.00 feet; thence north 00 degrees 02 minutes 02 seconds east, a distance of 143.49 feet; thence south 83 degrees 12 minutes 19 seconds east, parallel with the south right-of-way line of the Grand Trunk Railroad, a distance of 112.78 feet; thence north 04 degrees 11 minutes 21 seconds east, a distance of 240.51 feet to the south right-of-way line of the Grand Trunk Railroad; thence south 83 degrees 12 minutes 19 seconds east, along the south right-of-way line of the Grand Trunk Railroad, a distance of 15.18 feet; thence south 00 degrees 01 minutes 18 seconds east, a distance of 200.00 feet; thence south 83 degrees 12 minutes 19 seconds east, parallel with the south right-of-way line of the Grand Trunk Railroad, a distance of 100.00 feet; thence north 00 degrees 01 minutes 18 seconds west, a distance of 200.00 feet to the south right-of-way line of the Grand Trunk Railroad; thence south 83 degrees 12 minutes 19 seconds east, along the south right-of-way line of the Grand Trunk Railroad, a distance of 49.72 feet; thence south 00 degrees 01 minutes 18 seconds east, a distance of 1204.65 feet to the south line of the southwest 1/4 of Section 11 (also being the south line of Lamoreaux's Supervisor Plat); thence north 85 degrees 51 minutes 26 seconds west, along the south line of the southwest 1/4 of Section 11 and along the south line of Lamoreaux's Supervisor Plat, a distance of 407.61 feet to the point of beginning. Containing 9.195 acres of land, more or less.

Subject to the rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes and subject to any easements, restrictions or reservations of record.



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Exhibit 2

**Description of Restricted Use
Area**

A parcel of land being part of lots 66, 68 and 69 of Lamoreaux's Supervisor Plat as recorded in Liber 48 of Plats, Pages 24-25, Public Records of Kent County, Michigan, said lots also being part of the southwest 1/4 of Section 11, Town 7 North, Range 12 West, City of Walker, Kent County, Michigan, and being more particularly described as follows:

Commencing at the southwest corner of said Section 11; thence south 85 degrees 51 minutes 26 seconds east, along the south line of the southwest 1/4 of Section 11 (also being the south line of said Lamoreaux's Supervisor Plat), a distance of 906.33 feet; thence north 00 degrees 03 minutes 15 seconds west, a distance of 0.68 feet to the southwest corner of a fenced area and the point of beginning of the parcel of land herein described; thence along a chain link fence for the following 15 courses; thence north 00 degrees 03 minutes 15 seconds west, a distance of 532.87 feet; thence north 06 degrees 39 minutes 24 seconds east, a distance of 40.05 feet; thence north 01 degrees 40 minutes 59 seconds east, a distance of 255.18 feet to the northwest corner of the fenced area; thence north 86 degrees 20 minutes 24 seconds east, a distance of 40.72 feet; thence south 78 degrees 22 minutes 33 seconds east, a distance of 62.06 feet; thence north 45 degrees 54 minutes 45 seconds east, a distance of 24.74 feet; thence north 87 degrees 28 minutes 33 seconds east, a distance of 90.25 feet; thence north 86 degrees 55 minutes 02 seconds east, a distance of 20.53 feet; thence north 87 degrees 50 minutes 28 seconds east, a distance of 149.64 feet to the northeast corner of the fenced area; thence south 20 degrees 18 minutes 08 seconds east, a distance of 16.17 feet; thence south 00 degrees 21 minutes 57 seconds east, a distance of 796.74 feet; thence south 06 degrees 02 minutes 56 seconds east, a distance of 9.65 feet; thence south 08 degrees 28 minutes 10 seconds east, a distance of 10.09 feet; thence south 00 degrees 02 minutes 55 seconds east, a distance of 41.99 feet to the southeast corner of the fenced area; thence north 86 degrees 04 minutes 42 seconds west, a distance of 405.21 feet to the point of beginning. Containing 7.746 acres of land, more or less.

Subject to any easements, restrictions or reservations of record.





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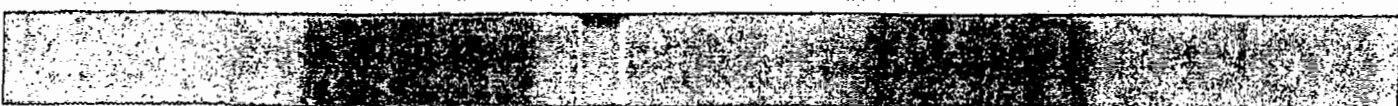
Exhibit 3

Permanent Markers

The permanent marker(s) will be constructed of granite and located at each vehicle gate. The markers will include a simple site drawing with boundaries of the restricted use area designated (based on attached survey drawing), and inscribed as follows:

Warning

This property is a closed landfill known as the Folkertsma Refuse Superfund Site. The boundaries of the Property and the boundaries of the restricted area are shown. This Property contains hazardous substances and has land use and resource use restrictions set forth in a Restrictive Covenant and Easement found in the Kent County Register of Deeds Office, Liber _____, Pages _____ through _____.





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Exhibit 3

Description of Restricted Area

A parcel of land being part of lots 66, 68 and 69 of Lamoreaux's Supervisor Plat as recorded in Liber 48 of Plats, Pages 24-25, Public Records of Kent County, Michigan, said lots also being part of the southwest 1/4 of Section 11, Town 7 North, Range 12 West, City of Walker, Kent County, Michigan, and being more particularly described as follows:

Commencing at the southwest corner of said Section 11; thence south 85 degrees 51 minutes 26 seconds east, along the south line of the southwest 1/4 of Section 11 (also being the south line of said Lamoreaux's Supervisor Plat), a distance of 906.33 feet; thence north 00 degrees 03 minutes 15 seconds west, a distance of 0.68 feet to the southwest corner of a fenced area and the point of beginning of the parcel of land herein described; thence along a chain link fence for the following 15 courses; thence north 00 degrees 03 minutes 15 seconds west, a distance of 532.87 feet; thence north 06 degrees 39 minutes 24 seconds east, a distance of 40.05 feet; thence north 01 degrees 40 minutes 59 seconds east, a distance of 255.18 feet to the northwest corner of the fenced area; thence north 86 degrees 20 minutes 24 seconds east, a distance of 40.72 feet; thence south 78 degrees 22 minutes 33 seconds east, a distance of 62.06 feet; thence north 45 degrees 54 minutes 45 seconds east, a distance of 24.74 feet; thence north 87 degrees 28 minutes 33 seconds east, a distance of 90.25 feet; thence north 86 degrees 55 minutes 02 seconds east, a distance of 20.53 feet; thence north 87 degrees 50 minutes 28 seconds east, a distance of 149.64 feet to the northeast corner of the fenced area; thence south 20 degrees 18 minutes 08 seconds east, a distance of 16.17 feet; thence south 00 degrees 21 minutes 57 seconds east, a distance of 796.74 feet; thence south 06 degrees 02 minutes 56 seconds east, a distance of 9.65 feet; thence south 08 degrees 28 minutes 10 seconds east, a distance of 10.09 feet; thence south 00 degrees 02 minutes 55 seconds east, a distance of 41.99 feet to the southeast corner of the fenced area; thence north 86 degrees 04 minutes 42 seconds west, a distance of 405.21 feet to the point of beginning. Containing 7.746 acres of land, more or less.

Subject to any easements, restrictions or reservations of record.

