

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE
GRAND LEDGE WILLIS INDUSTRIAL PARK**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS ("Declaration") is made and executed on this 28th day of August, 2023 by and between the Grand Ledge Local Development Finance Authority ("LDFA") and the City of Grand Ledge ("City") located at 310 Greenwood St., Grand Ledge, Michigan 48837, (collectively "Developer").

WHEREAS, the Developer established the Grand Ledge Willis Industrial Park ("Park"), which is described in Exhibit A, attached hereto, and imposed certain mutual and beneficial restrictions on the properties comprising the Park, as set forth in the Declaration of Restrictions and Covenants for the Grand Ledge Willis Industrial Park, dated June 5, 2000, and recorded July 25, 2000 at Liber 1358, Page 1111, Eaton County Register of Deeds records ("Original Declaration"), which was further amended on April 10, 2006; and

WHEREAS, the Developer desires to modify the restrictions and covenants for the Park by executing this Declaration, which will supersede and replace the Original Declaration; and

WHEREAS, the Original Declaration permits the parties to modify or amend the Original Declaration with the written consent of the owners of sixty-five percent (65%) of the square footage within the Park; and

WHEREAS, Developer has determined that they collectively own at least sixty-five percent (65%) of the square footage within the Park and hereby consent to modify the Original Declaration by execution of this Declaration.

NOW, THEREFORE, for and in consideration of the premises, the Developer and Owners hereby mutually agree to replace the Original Declaration with the following Restrictions and Covenants:

Article I – Definitions

1.01 Covenants and Restrictions or Deed Restrictions – All of the covenants and restrictions on the use and development of the Park which are described herein. The Covenants and Restrictions shall be attached to or referred to in all deeds, leases, and other conveyances of all or any portion of the Property, whether or not recorded in the office of the Register of Deeds for Eaton County, Michigan. The Covenants and Restrictions shall run with the land and be binding upon, and inure to the benefit of the heirs, successors, and assigns of all Owners of the parcels of land comprising the Park. The Deed Restrictions shall consist of the Covenants and Restrictions contained in this Declaration, as amended from time to time in the manner provided herein.

1.02 Developer – Within this Declaration the Developer refers to the City, the LDFA, or such party or parties, including the City Manager, to whom either or both of them may delegate their authority, duties and responsibilities hereunder.

1.03 Lot or Lots – The fractional parcels of land comprising the Park as divided and subdivided from time to time on the official map of the City, as maintained by the Developer.

1.04 Owner – The fee title owner of all or any interest in any Lot or Site within the Park.

1.05 Site or Sites – All contiguous land within the Park under common ownership. A Site may be comprised of one (1) or more Lots.

Article II – Purpose

2.01 The purpose of this Declaration is to establish a general plan for the improvement, development, maintenance, and upkeep of the Park and to impose mutual and beneficial restrictions on each Lot for the benefit of Developer and the current and future owners of each of the parcels of land comprising the Park. The entire Park and each parcel within the Park shall be held, improved, leased, and conveyed subject to the covenants and restrictions contained in this Declaration.

2.02 Developer, as owner and developer of the Park, do hereby declare and establish that the Park is now held, and shall be transferred, sold, leased, conveyed, and occupied subject to each and every one of the restrictions and covenants set forth in this Declaration.

2.03 Each and every purchaser, lessee, assignee, and successor-in-interest of all or any parcel of land comprising the Park covenants and agrees with Developer, their successors and assigns, to use the Park only in accordance with the restrictions and covenants set forth herein, and to refrain from using the Park in any way inconsistent with or prohibited by the provisions of this Declaration.

2.04 The Park shall be used for general industrial purposes, provided that such activities are confined within a conforming building or buildings, and do not contribute excessive noise, dust, smoke, odor, smell, or vibration to the surrounding areas, nor pose a significant hazard potential due to the nature or the products, materials or processes which are used, stored, or involved in the sole opinion of the City.

Article III – Permitted Uses

3.01 Permitted Uses – The Lot(s) within the Park shall only be used by the Owner, its successors and assigns, lessees, and the occupants thereof for purposes consistent with Article XIII (I-1 Light Industrial Zoning District) of the City’s Zoning Ordinance, as amended. Developer reserves the right to further limit the permitted uses to those which are considered “eligible uses,” as defined in Section 402 of the Recodified Tax Increment Financing Act, MCL 125.4402. Notwithstanding the foregoing, Owners who, prior to the adoption of this Declaration, used their Site or Lot for purposes permitted under the Original Declaration shall be allowed to continue to use their Site or Lot for that purpose. Developer retains final approval rights as to any and all proposed uses, including any proposed exceptions to the uses provided herein.

3.02 Prohibited Uses – Except as provided in Section 3.01 above, Owners are prohibited from using their Site or Lot for any and all operations and uses not compatible or harmonious with the establishment and maintenance of a high quality industrial park as determined by the Developer. Owners are prohibited from using their Sites or Lots for purposes which are not “eligible uses,” as defined by law, or those that do not comply with the City’s Zoning Ordinance. Developer retains final approval for all uses not specifically included within Section 3.01.

Article IV – Development Standards

4.01 Building Standards and Requirements – Building permit applications, site plan applications, and all construction activities shall be subject to the approval of the Developer and must be constructed in accordance with all applicable laws, statutes, ordinances, codes, rules, and regulations of all governmental agencies which have jurisdiction. All buildings must be constructed to withstand normal causes of deterioration with normal maintenance and procedures. No temporary buildings are allowed on any grounds of the Park, unless approved in writing by Developer.

All buildings should be aesthetically pleasing and add significant value to the tax base. All exterior walls shall be of steel, concrete, wood, or masonry construction, or of such other materials as may be approved in writing by the Developer to be equal to or better than masonry in strength, fire resistance, durability, and appearance. The front wall and all side walls of any office, or similar structure attached or unattached, shall be finished with face brick or such other materials which in the opinion of the Developer are equal to or better than face brick in strength, fire resistance, durability, and appearance. At least seventy percent (70%) of building walls fronting public streets within the Park shall be constructed of masonry, glass, face brick, or a combination thereof. Additionally, the main building entrance shall be architecturally highlighted using one or more of the following: brick, glass, stone, or a combination thereof. Additionally, the main building entrance shall be architecturally highlighted using one or more of the following: brick, glass, stone, or a combination thereof.

When walls other than front walls are constructed of lightweight aggregate or concrete blocks, unless such walls are finished in stucco, granite, or equivalent materials, the joints shall be rubbed down and covered sufficiently with standard waterproofing paint.

Owners may not incorporate previously used materials into any building without the prior written consent of the Developer. The Developer retains the right to review all site materials planned to be used to ensure that the Covenants and Restrictions are being followed.

4.02 Landscaping – All Lots shall be landscaped in a manner so as to achieve an overall consistent landscape architectural design and to comply with the City's Zoning Ordinance, including the sidewalk ordinances, as amended. A landscaping plan shall be included with the Site Plan application submission and the landscaping

plan shall be subject to the written approval of the Developer. Landscaping must be installed within one year of the Certificate of Occupancy, and if an area is disturbed (e.g., due to construction), it must be restored to the City's standards within six (6) months.

Lots must comply with the City's Ordinances, including but not limited to, its zoning and noxious weed ordinances. Lots must be seeded or sodded and shrubs and trees must be planted to maintain a park-like atmosphere. Subject to the foregoing, sold or held areas must be maintained as a lawn area within twenty-five (25) feet of streets, roadways, or curbs. All developments must meet state and local groundwater and watershed standards. All landscaping shall be installed and maintained at the sole cost and expense of the Lot Owner. Failure to install and/or properly maintain the landscaping, in the sole opinion of the Developer, shall entitle the Developer or an appropriately authorized agent thereof, to enter upon said Lot and maintain and/or install such landscaping as is deemed appropriate, and all costs and expenses involved therein shall be charged to the Lot Owner as a lien against the property.

4.03 Improved Parking – Each Owner of a Lot shall provide adequate off-street parking to accommodate all parking needs for passenger vehicles for the Lot and comply with the City's Zoning Ordinance related to parking. At a minimum, all parking areas, driveways, truck turnaround areas, and truck loading/unloading areas will be paved with concrete, asphalt, or other hard surface material. Parking must be well maintained in the sole opinion of Developer in order to reduce noise, dust, and potholes, and to preserve good appearance.

4.04 Outdoor Storage – No materials, supplies or equipment, including company-owned or operated trucks, trailers and motor vehicles, but excepting passenger vehicles, shall be stored on any Lot, except inside a closed building or behind a visual barrier screening such areas from the view of all Streets and the adjoining Lots and properties. Visual barrier screening that is architecturally compatible with the building's finished materials must be approved by the Developer. Business activities may not be carried out beyond the confines of the building, unless approved by Developer.

4.05 Loading Areas – Loading and unloading areas shall not impede the public right-of-way nor shall the design of truck wells of the loading areas encroach upon the required front yard setback line. Truck or rail docks

shall be located at either the side or rear of the building. Loading areas are not to be used for storage, truck, or trailer parking.

4.06 Setbacks – No building shall be located on any Lot or Site nearer to the front, side or rear Lot lines than the minimum setbacks set forth in the City's Zoning Ordinance. No activities should take place within the setbacks. The Developer may, in its sole discretion, reduce and/or waive the side yard setback requirements if one or more Lots are purchased and owned by a single party which is to erect a building or buildings within the setback of the commonly owned Lots.

4.07 Signs – All signage must comply with the City's Zoning Ordinance, including by obtaining adequate permits from Developer. Outdoor advertising, billboards, neon, or flashing lights are not permitted.

4.08 Utility Easements – All utility easements shall be kept free of all structures and permanent storage, and the removal of any obstruction by a utility company shall in no way obligate the utility company in damages or to restore the obstruction to its original form. For purposes of this section, paving is not deemed to be a structure. Pavement located in utility easements may be removed by Developer or the utility company to access utilities located within the easement.

4.09 Nuisances – No portion of any Lot shall be used in such a manner so as to create a nuisance to any other Lot (s) or the general public, such as but not limited to vibration, sound, electro-magnetic disturbance, radiation, air or water pollution, dust emission or odorous, toxic or noxious matter. All external lighting is to be shielded and confined within each Lot.

4.10 Water and Sewage Systems – The City shall provide all water and sewage disposal systems. Lot Owners shall be responsible to apply to the City for appropriate permits to tap into water and sewer lines, and to extend all such lines from the external boundaries of such Lot. No private septic systems and/or water wells shall be permitted. The discharge and/or disposal of industrial waste on any Lot within the Park is strictly prohibited. Lot owners may be required to provide pre-treatment and storage facilities.

4.11 Flammable, Explosive or Hazardous Materials – No flammable, explosive or hazardous materials may be stored upon, under or within a Lot, except as necessary to operate the business located on that Lot, and only as previously approved, in writing, by the Developer.

4.12 Submission Requirements for Site Plan Approval – All required building permit applications and site plan applications shall be submitted to the City as outlined in the City's Zoning Ordinance. The Owner shall notify the Developer of the submission.

Article V – Additional Restrictions

5.01 No Lot Splits – Each and every Site shall consist of at least one (1) whole and entire Lot. No Owner shall initiate action to reduce the size of any Lot or further subdivide any Lot from the date of conveyance by Developer, without the written approval of the Developer, which approval may be withheld for any reason. Such written request shall include all proposed uses and site plans for all subdivided portions of a Lot.

5.02 Conformance with City Ordinances and Applicable Law – Each and every Lot shall conform in all respects with applicable provisions contained in the City of Grand Ledge Ordinances now in effect and as may be hereafter enacted or subsequently amended. If there is any conflict between any provision of this Declaration and any City Ordinance, the more restrictive provision shall apply. Owner shall further comply with all applicable laws, including but not limited to, the Natural Resources and Environmental Protection Act, Act 451 of 1994, and all applicable ordinances, including the stormwater ordinance in the City's Ordinances.

Article VI – Management and Enforcement

6.01 Management – The Developer will maintain management responsibilities of the Park in perpetuity. It is the responsibility of the Developer or its designee to enforce covenants and restrictions on all present and future Owners and tenants of the Park and to negotiate the sale of vacant land. It is also the responsibility of the Developer to maintain all properties not yet purchased and any property that is reserved for a public purpose (i.e., roads, rights-of-way, and parks).

6.02 Abatement and Suit – Any violation or breach of the Covenants and Restrictions shall give to Developer, and every other Owner of a Lot or Site within the Park, for whose benefit these covenants and restrictions are expressly made, the right to summarily abate and remove, at the expense of the Owner, tenant or non-Owner occupant causing or permitting such violation or breach, any structure, thing or condition that is or may be contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these Covenants and

Restrictions and to enjoin or prevent them from doing so, and to cause any violation to be remedied and to recover damages for any violation, and for all costs actually incurred related thereto.

6.03 Deemed to Constitute a Nuisance – The result of every action or omission whereby any Covenant and Restriction is violated in whole or in part is declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, tenant or non-Owner occupant, whether public or private, shall be applicable against every such result and may be exercised by Developer or by any Owner of a lot in the Park.

6.04 Attorney's Fees – In any legal or equitable proceeding for the enforcement of or to restrain any violation of this Declaration or any provision hereof, if the Developer should prevail, then the losing party or parties shall pay the actual attorney's fees of the Developer. In the event Developer does not prevail, then each party shall pay their own respective attorney's fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

6.05 Failure to Enforce Not a Waiver of Rights – The failure of the Developer or any Owner in the Park to enforce any covenant or restriction shall not be deemed to be a waiver of the right to do so in the future, nor of the right to enforce any other restriction or covenant.

6.06 Abandonment of Use or Parcel – If any Owner of any lot suffers or permits the Lot, any building constructed thereon, or any improvement located thereon to become in such a state of disrepair as to constitute a nuisance, or fails to maintain the same in good condition consistent with all of the provisions of this Declaration and any and all applicable state or local building codes, and other applicable statutes and ordinances, then the Developer may declare the same abandoned, and upon proper notice, require that the land, buildings and/or improvements be repaired or improved within fifteen (15) days after such notice, and upon default in doing so, The Developer may elect to cause such repairs to be made so as to bring the Lot, buildings or improvements in full compliance with these Covenants and Restrictions, and other provisions of this Declaration, and all applicable statutes, ordinances and regulations. All costs and expenses incurred, including reasonable administrative and attorney fees shall be due from the Owner of the subject Lot upon written demand, and shall accrue interest at the rate of twelve percent (12%) per annum. If the Owner fails to immediately reimburse the Developer the full amount, such amount may be added to the next tax bill for such Lot as a special assessment.

Article VII – Term, Termination, and Modification

7.01 Term – This Declaration, every provision hereof and the Covenants and Restrictions contained herein shall continue in effect for a period of 50 years from and after the date hereof, unless otherwise specifically provided. Unless specifically terminated on or before the end of the foregoing term, this Declaration and the Restrictions and Covenants then in effect shall be automatically renewed for an additional period of 50 years.

7.02 Termination and Modification – This Declaration, any provision hereof, or any covenant and restriction contained herein, may be terminated, extended modified or amended, as to the whole of said Park or any portion thereof, with the mutual written approvals of the City and LDFA, provided, that adequate notice and an opportunity for comment have been provided to the Owners. In the event the LDFA ceases to exist, only City approval is needed. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged, and recorded in the office of the Register of Deeds for Eaton County, Michigan.

Article VIII – Miscellaneous Provisions

8.01 Assignment of Rights and Duties – Any and all of the rights, powers and reservations of Developer contained herein may be assigned to any person, corporation or association which will assume the obligation and duties of Developer pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such obligations and duties, the assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer. The term Developer includes all such assignees and their heirs, successors, and assigns.

8.02 Constructive Notice and Acceptance – Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Park is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such an interest.

8.03 Rights of Mortgagees – The Covenants and Restrictions and other provisions contained herein shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter placed upon a Lot or Site,

and none of said Covenants and Restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of a Lot is sold under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at a foreclosure sale, and its successors and assigns, shall hold any such Lot or Site so purchased subject to all of the Covenants and Restrictions, and other provisions of this Declaration.

8.04 Mutuality, Reciprocity – All Restrictions and Covenants, and the other provisions contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot of said Park; shall create mutual, equitable servitudes upon each Lot in favor of every other Lot; and shall create reciprocal rights and obligations between the respective Owners of all Lots in the Park and privity of contract and estate between all grantees of said lots, their heirs, successors and assigns.

8.05 Paragraph Headings – Paragraph headings, where used, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraphs to which they refer.

8.06 Effect of Invalidation – If any court holds any provisions of this Declaration invalid, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

8.07 Additions of Lands – Developers may at any time or from time to time during the pendency of these Covenants and Restrictions add other lands to the Park which is covered by this Declaration, and, the Covenants and Restrictions, and other provisions in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the Park, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of parcels within the added land shall be the same as is the case of the Park.

8.08 Removal of Lands – Developer may at any time or from time to time, during the pendency of these Covenants and Restrictions remove lands from the Park, whether originally included in the Park, or subsequently added, and, the Covenants and Restrictions, and other provisions of this Declaration shall thereafter cease to apply to such removed lands. However, in no event shall any land be removed from the Park without notice to the

Owners of all Lots directly abutting the lands sought to be removed. Further, the removal of land from the Park shall require the approval by appropriate resolution, of both the LDFA and the City. In the event the LDFA shall for any reason cease to exist, then the only approval required for the removal of lands from the Park, shall be that of the City.

8.09 Procedure for Removal of Lands; Notice of Removal – Developer may remove land from the Park pursuant to Section 8.08 above, by undertaking the following:

(A) Obtain resolutions from the LDFA, (so long as it continues to exist), as well as that of the City authorizing such removal; and

(B) Record a "Notice of Removal of Land" in the Office of the Register of Deeds for Eaton County, and submit an unrecorded copy of same to all Owners, in form and substance deemed appropriate by Developer. The notice shall, at a minimum, contain the following: i) a reference to this Declaration, including the original date of recording and the recording of any and all subsequent amendments, ii) the legal description of the land removed from the Park and a legal description of the remaining land in the Park, iii) the date of the LDFA and/or City resolution(s) approving the removal of land from the Park, iv) a statement establishing that the Declaration no longer applies to the removed lands.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Restrictions and Covenants for the Grand Ledge Willis Industrial Park to be executed as of the date first above written.

CITY OF GRAND LEDGE LOCAL DEVELOPMENT FINANCE AUTHORITY, a Michigan tax increment finance authority

B. MacDowell 4-1-24
By: Bruce MacDowell Date
Its: Chair

STATE OF MICHIGAN

COUNTY OF EATON

Acknowledged before me by Bruce MacDowell, Chair, of the City of Grand Ledge Local Development Finance Authority, on this 01 day of April, 2024 GD

Gregory L. Newman
Gregory L. Newman, Notary Public
Eaton County
Acting in Eaton County, Michigan
My Commission Expires: 01 Nov 2028

CITY OF GRAND LEDGE, a Michigan home rule city

Keith O. Mulder 4-01-2024
By: Keith O. Mulder Date
Its: Mayor

STATE OF MICHIGAN

COUNTY OF EATON

Acknowledged before me by Keith O. Mulder, Mayor, of the City of Grand Ledge, on this 01 day of April, 2024 GD

Gregory L. Newman
Gregory L. Newman, Notary Public
Eaton County
Acting in Eaton County, Michigan
My Commission Expires: 01 Nov 2028

Drafted by and when recorded return to:
Gregory L. Newman, City Clerk
City of Grand Ledge
310 Greenwood St.
Grand Ledge MI 48837

Exhibit "A"

Part of fractional Section 1, Township 4 North, Range 4 West, City of Grand Ledge, Eaton County, Michigan; Beginning at the West quarter corner of said Section 1; thence North $00^{\circ}09'28''$ East 633.80 feet along the West line of said Section 1; thence South $89^{\circ}50'32''$ East 311.60 feet perpendicular to the West line of said Section 1; thence North $00^{\circ}09'28''$ East 175.00 feet parallel with the West line of said Section 1; thence North $89^{\circ}50'32''$ West 311.60 feet perpendicular to the West line of said Section 1; thence North $00^{\circ}09'28''$ East 514.64 feet along the West line of said Section 1; thence North $89^{\circ}48'01''$ East 468.20 feet along the North line of the South half of the Northwest fractional quarter of said Section 1; thence North $00^{\circ}09'28''$ East 1489.82 feet parallel with the West line to the North line of said Section 1; thence South $89^{\circ}36'47''$ East 975.03 feet along the North line of said Section 1; thence South $00^{\circ}46'05''$ West 466.70 feet parallel with the North-South quarter line of said Section 1; thence South $89^{\circ}36'47''$ East 466.70 feet parallel with the North line of said Section 1; thence North $00^{\circ}46'05''$ East 166.70 feet parallel with the North-South quarter line of said Section 1; thence South $89^{\circ}36'47''$ East 768.00 feet parallel with the North line to the North-South quarter line of said Section 1; thence South $00^{\circ}46'05''$ West 1168.16 feet along the North-South quarter line of said Section 1; thence North $89^{\circ}43'43''$ East 1331.58 feet along the North line of the Southwest quarter of the Northeast fractional quarter of said Section 1; thence South $00^{\circ}56'41''$ West 977.24 feet along the East line of the Southwest quarter of the Northeast fractional quarter of said Section 1 to the Northerly Right-of-way of the CSX Railroad; thence South $63^{\circ}38'16''$ West 1489.29 feet along the said Northerly Right-of-way of the CSX Railroad to the North-South quarter line; thence North $00^{\circ}13'27''$ East 308.37 feet along the North-South quarter line to the center of said Section 1; thence South $89^{\circ}49'21''$ West 2648.21 feet along the East-West quarter line of said Section 1 to the Point of Beginning. Containing 183.73 acres of land, more or less, and subject to the rights of the public over M-100, Eaton Highway, North River Highway, and Whitney Street, and subject to any easements and restrictions of record, if any.

