

This document was prepared by,
and after recording, return to:

D. Scott Hargadon
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

Permanent Index Number/ Map Number:
51 22A

Property Address:
13456 Lovers Lane,
Culpeper, Virginia 22701

1500044

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (this "Declaration") is made this 22nd day of July, 2015 by and between **CONTINENTAL AUTOMOTIVE SYSTEMS, INC.**, a Delaware corporation, as successor by merger to Continental Teves, Inc., its successors and assigns ("Grantor") in favor of the Virginia Department of Environmental Quality ("DEQ").

RECITALS

A. Grantor is the owner in fee simple of certain real property, hereinafter called "Restricted Property", located at 13456 Lovers Lane, Culpeper, Virginia 22701, and as more particularly described on **Exhibit A-1** attached hereto and made a part hereof and as shown on that certain plat on **Exhibit A-2** attached hereto and made a part hereof.

B. The Restricted Property is subject to the Environmental Protection Agency's Corrective Action Program under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, and the Hazardous and Solid Waste Amendments of 1984. The Restricted Property is currently subject to a Hazardous Waste Management Permit for Site-Wide Corrective Action (the "Permit") issued by the DEQ.

C. In order to comply with the terms of the Permit, Grantor is required to restrict the use of groundwater beneath the Restricted Property.

RETURN TO:
FIDELITY NATIONAL TITLE GROUP
CHICAGO TITLE < COMMONWEALTH LAND TITLE
FIDELITY NATIONAL TITLE, LAWYERS TITLE DIVISION
VERGENA NATIONAL BUSINESS GROUP
5516 Falmouth Street, Ste. 200, Richmond, VA 23230-1819

D. Grantor acknowledges that these land use restrictions and other terms of this Declaration may only be changed, modified, amended or revoked upon express written approval for the change, modification, amendment or revocation of this Declaration from the DEQ that is witnessed, authenticated, and recorded pursuant to the laws of the Commonwealth of Virginia with such amendment, modification, or revocation instrument.

AGREEMENTS

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Declaration), (ii) the covenants and agreements contained herein, and (iii) prior other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor hereby agrees and covenants as follows:

1. Deed Restrictions and Covenants. Grantor hereby enters into the following covenants and deed restrictions on behalf of itself and its successors and assigns:

(a) These land use restrictions and other terms of this Declaration may be changed, modified or revoked only upon express written approval of the DEQ that is witnessed, authenticated, and recorded pursuant to the laws of the Commonwealth of Virginia; and

(b) The use of groundwater beneath the Restricted Property for purposes other than environmental testing is prohibited, unless it is demonstrated to the DEQ that (i) such use would not pose an unacceptable risk to human health and the environment and (ii) would not interfere with or adversely impact compliance with the Permit, and the DEQ issues a permit or other written approval for such non-testing use.

2. Miscellaneous.

(a) The terms and conditions of this Declaration shall bind Grantor, its successors and assigns to the extent of their legal and/or equitable interest in Restricted Property, and this Declaration shall run with the land in perpetuity and be binding on the Restricted Property and its owner(s) forever.

(b) The terms and conditions of this Declaration shall be both explicitly included in any transfer, conveyance, or encumbrance of the Restricted Property or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document.

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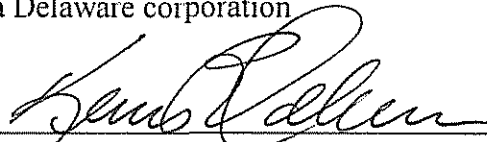
(c) If any provision of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) This Declaration shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration on the date set forth above.

GRANTOR:

CONTINENTAL AUTOMOTIVE SYSTEMS, INC., a Delaware corporation

By: 

Name: Kevin P. Collins

Title: Asst. Secretary

By: 

Name: Andrew Martin

Title: V.P. FINANCE

370000

STATE OF SOUTH CAROLINA)
) SS.
COUNTY OF LANCASTER)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin P. Collins, the Assistant Secretary of CONTINENTAL AUTOMOTIVE SYSTEMS, INC., a Delaware corporation ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Secretary, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of July, 2015.



Stephani P. Canty
Notary Public

My Commission Expires: 05-29-2019

370000

STATE OF Michigan)
) SS.
COUNTY OF Oakland)

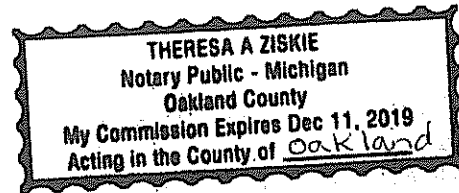
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andrew Martin, the V.P. Finance of CONTINENTAL AUTOMOTIVE SYSTEMS, INC., a Delaware corporation ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. Finance, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of July, 2015.

Theresa A Ziskie
Notary Public

My Commission Expires:

12-11-2019



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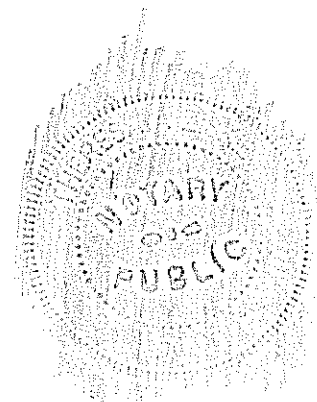


EXHIBIT A-1

LEGAL DESCRIPTION OF THE RESTRICTED PROPERTY

All those certain lots, pieces or parcels of land situate, lying and being in the County of Culpeper, Virginia, described as follows:

Parcel One:

Beginning at a point on the south line of Winfrey Road (**now known as Lovers Lane**) at its intersection with the western right of way line of the Southern Railroad; thence in a southerly direction along the Southern Railroad right of way 892.62' on a curve to the left having a radius of 3884.71' to a point; thence continuing along the Southern Railroad right of way S. 10 deg. 55' 10" E. 961.11' to a point; thence continuing along the Southern Railroad right of way 952.62' on a curve to the right having a radius of 1501.55' to a point; thence continuing along the Southern Railroad right of way, S. 23 deg. 56' 25" W. 279.04' to a rod; thence N. 40 deg. 36' 37" W. 1789.71' to a rod; thence N. 19 deg. 48' 20" E. 37.61' to a point; thence N. 1 deg. 05' 35" W. 1616.28' to a point on the south line of Winfrey Road; thence along the south line of Winfrey Road, N. 89 deg. 39' 15" E. 1117.90' to the beginning, containing 69.13 acres, more or less.

The above description is also described as follows:

Beginning at a set rod on the southerly right of way line of Lovers Lane, State Route 686, 60 feet wide, and on the westerly right of way line of Norfolk Southern Corporation Property.

Thence with the westerly right of way line of Norfolk Southern Corporation Property, the following courses and distances:

Along a curve to the left having a radius of 3884.71 feet, an arc distance of 892.61 feet, a tangent distance of 448.28 feet and a central angle of 13 degrees 09' 55", the chord of said arc running S. 05 degrees 52' 29" E. 890.65 feet to a set rod, S. 10 degrees 58' 01" E. 961.11 feet to a set rod, Along the arc of a curve to the right having a radius of 1501.55 feet, an arc distance of 952.63 feet, a tangent distance of 492.96 feet and a central angle of 36 degrees 21' 00", the chord of said arc running S. 5 degrees 43' 04" W. 936.73 feet to a set rod, S. 23 degrees 53' 34" W. 279.04 feet to a set rod, an easterly property corner of the now or former Kincheloe property,

Thence with the northerly and easterly property lines of the now or formerly Kincheloe property, respectively, the following courses and distances:

N. 40 degrees 39' 28" W., 1789.71 feet to a set rod, N. 19 degrees 45' 29" E, 37.61 feet to a set rod, and N. 01 degrees 08' 27" (**formerly and erroneously recited as 27' E**) W. 1616.28 feet to a set rod on the southerly right of way line of Lovers Lane,

Exhibit A-1

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Thence with the southerly right of way line of Lovers Lane, N. 89 degrees 36' 24" E., 1117.90 feet to the point of beginning and containing 69.12630 acres of land, more or less, shown on a plat prepared by Hall & McChesney Inc. dated April 21, 1998, revised September 28, 1998, and recorded in Plat Cabinet 6, Slide 54.

Being the same property conveyed to Continental Teves, Inc., a Delaware corporation, by Deed from ITT Automotive, Inc., a Delaware corporation, as successor to Alfred Teves, Incorporated, dated September 25, 1998, recorded October 19, 1998, in Deed Book 660, at Page 543, in the Clerk's Office of the Circuit Court of the County of Culpeper, Virginia.

Parcel Two:

All that certain tract or parcel of land, together with all buildings and improvements thereon situated, lying and being located south of Lover's Lane, State Route 686, **(formerly and erroneously referenced as being located on the north side of Lover's Lane)** Cedar Mountain Magisterial District, Culpeper County, Virginia, designated as Parcel "X" containing 20.00000 acres, more or less, as shown on survey by James N. Taylor, dated May 23, 2001, **last revised August 20, 2001, and recorded in Plat Cabinet 7, Slide 234.**

Being the same property conveyed to Continental Teves, Inc., by Deed from Joseph C. Kincheloe and Constance R. Kincheloe, husband and wife, and Thomas D. Gillespie, Jr., and Melinda Gillespie, husband and wife, dated June 29, 2001, recorded July 3, 2001, as Inst. 010004128 in the Clerk's Office of the Circuit Court of the County of Culpeper, Virginia.

Note: Said Deed Corrected and re-recorded September 10, 2001, as Inst. 010005810, to attach plat.

Exhibit A-1

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EXHIBIT A-2
PLAT OF THE RESTRICTED PROPERTY

[see attached]

Exhibit A-2

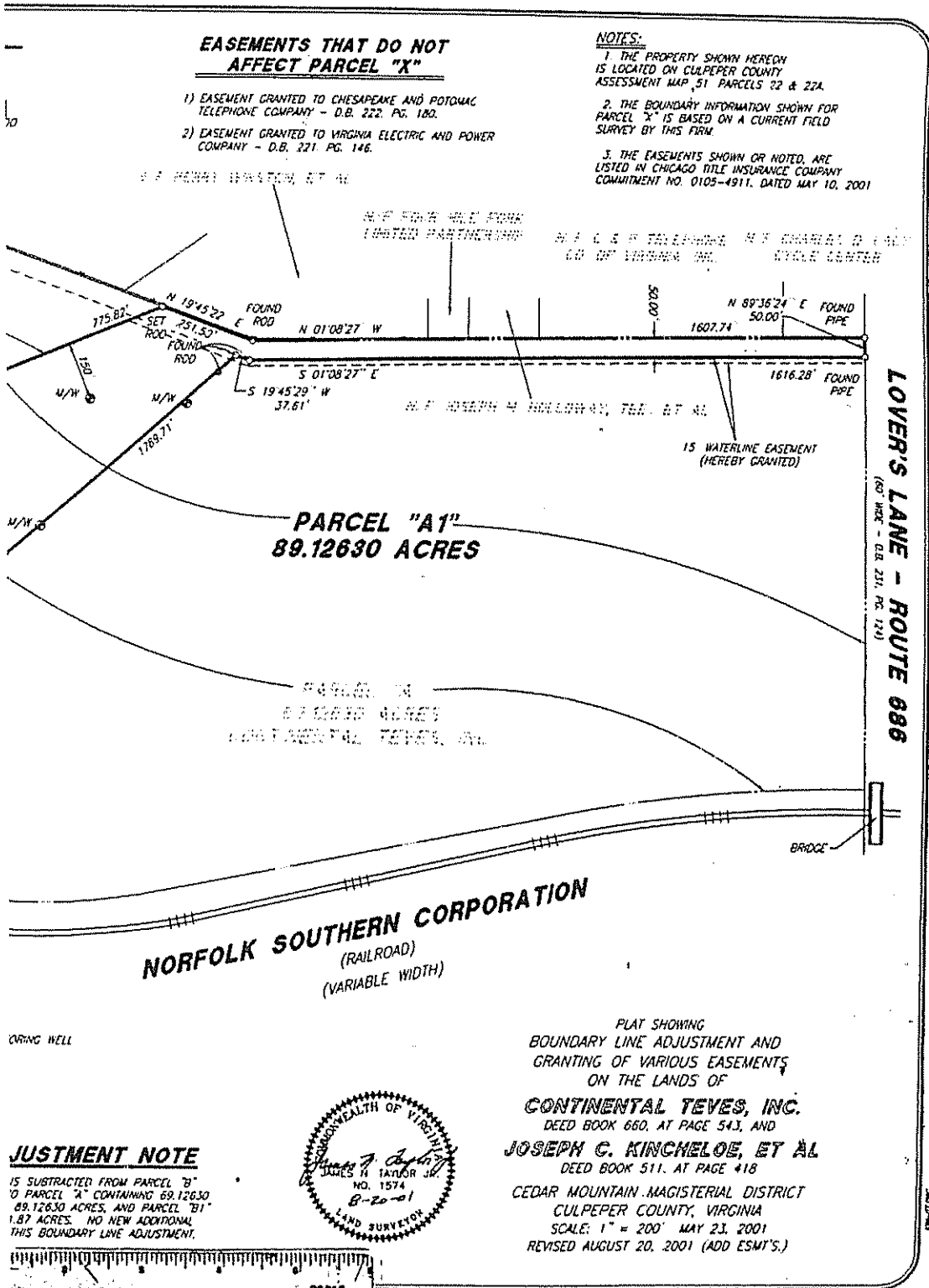
CORRECTED DEED RECORDED 9-10-01 INSTRUMENT 010005810
 PLAT CABINET 7, SLIDE 23A

EASEMENTS THAT DO NOT AFFECT PARCEL "X"

- 1) EASEMENT GRANTED TO CHESAPEAKE AND POTOMAC TELEPHONE COMPANY - D.B. 222, PG. 180.
- 2) EASEMENT GRANTED TO VIRGINIA ELECTRIC AND POWER COMPANY - D.B. 221, PG. 146.

NOTES:

1. THE PROPERTY SHOWN HEREDY IS LOCATED ON CULPEPER COUNTY ASSESSMENT MAP '51' PARCELS 22 & 22A.
2. THE BOUNDARY INFORMATION SHOWN FOR PARCEL "X" IS BASED ON A CURRENT FIELD SURVEY BY THIS FIRM.
3. THE EASEMENTS SHOWN OR NOTED, ARE LISTED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 0105-4911, DATED MAY 10, 2001



JUSTMENT NOTE

15 SUBTRACTED FROM PARCEL "B1" TO PARCEL "A1" CONTAINING 89.12630 ACRES, AND PARCEL "B1" 1.87 ACRES. NO NEW ADDITIONAL THIS BOUNDARY LINE ADJUSTMENT.



PLAT SHOWING
 BOUNDARY LINE ADJUSTMENT AND
 GRANTING OF VARIOUS EASEMENTS
 ON THE LANDS OF
CONTINENTAL TEVES, INC.
 DEED BOOK 660, AT PAGE 543, AND
JOSEPH C. KINCHELOE, ET AL
 DEED BOOK 511, AT PAGE 418
 CEDAR MOUNTAIN MAGISTERIAL DISTRICT
 CULPEPER COUNTY, VIRGINIA
 SCALE: 1" = 200' MAY 23, 2001
 REVISED AUGUST 20, 2001 (ADD ESM'S.)

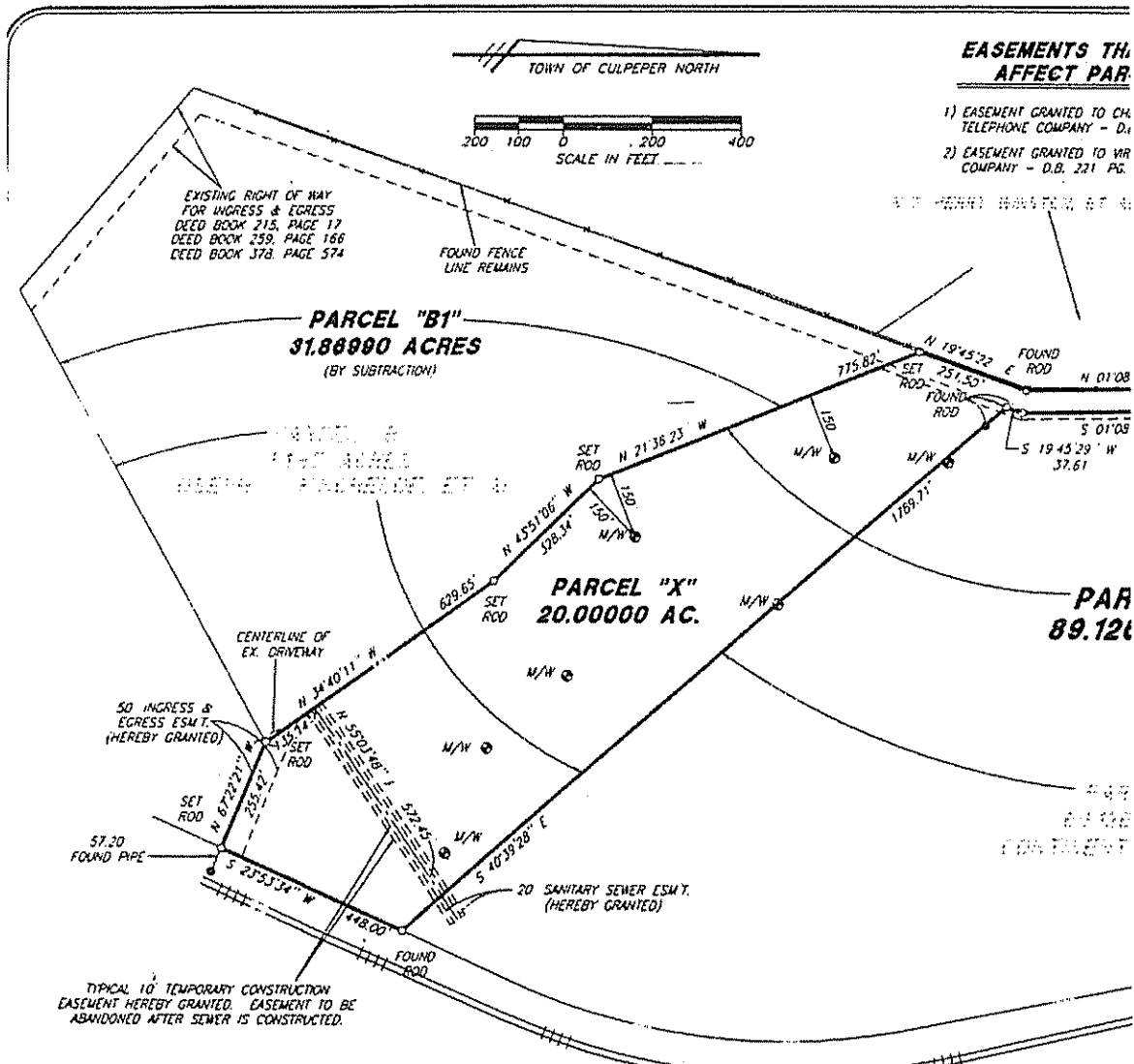


670000

101 WEST LOCUST STREET, SUITE 201
 CHICAGO, ILLINOIS 60601

RENCHEM A R K

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GOVERNMENTAL APPROVALS

FINAL PLAN

APPROVED AS A REARRANGEMENT OF LOT LINES UNDER THE PROVISIONS OF SECTION 480 OF THE CULPEPER COUNTY SUBDIVISION ORDINANCE.

APPROVED BY: *[Signature]* 8/27/01

DATE: 8/27/01

EXPIRES TO REOPEN WITHIN 60 DAYS OF APPROVAL DATE UNLESS OTHERWISE APPROVED IN WRITING.

BOUNDARY LINE ADJUSTMENT NOTE

PARCEL "X" CONTAINING 20.00000 ACRES IS SUBTRACTED FROM PARCEL "B" CONTAINING 31.87 ACRES AND IS ADDED TO PARCEL "A" CONTAINING 89.12630 ACRES, YIELDING PARCEL "A" CONTAINING 89.12630 ACRES, AND PARCEL "B1" (RESIDUE BY SUBTRACTION) CONTAINING 31.87 ACRES. NO NEW ADDITIONAL PARCEL OF LAND HAS BEEN CREATED BY THIS BOUNDARY LINE ADJUSTMENT.

NO TITLE REPORT FURNISHED

INSTRUMENT #150004425
RECORDED IN THE CLERK'S OFFICE OF
CULPEPER ON
AUGUST 11, 2015 AT 02:03PM

JANICE J. COREIN, CLERK
RECORDED BY: HNB



OFFICIAL RECEIPT
CULPEPER CIRCUIT COURT
DEED RECEIPT

DATE: 08/11/15 TIME: 14:03:59 ACCOUNT: 047CLR150004425 RECEIPT: 15000010949
CASHIER: HNB REG: DP79 TYPE: DEC PAYMENT: FULL PAYMENT
INSTRUMENT : 150004425 BOOK: PAGE: RECORDED: 08/11/15 AT 14:03
GRANTOR: CONTINENTAL AUTOMOTIVE SYSTEMS INC EX: N LOC: CO
GRANTEE: VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY EX: N PCT: 100%

AND ADDRESS :
RECEIVED OF : FIDELITY NATIONAL TITLE DATE OF DEED: 07/22/15

CHECK: \$35.00 2460503147
DESCRIPTION 1: DECLARATION OF COVENANTS AND RESTRICTIONS PAGES: 12 OP: 0
2: NAMES: 0

CONSIDERATION: .00 A/VAL: .00 MAP: 51 22A
PIN:

301 DEEDS 28.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00

TENDERED : 35.00
AMOUNT PAID: 35.00
CHANGE AMT : .00

CLERK OF COURT: JANICE J. CORBIN

PAYOR'S COPY
RECEIPT COPY 1 OF 2