

Recorded: May 6, 1958, Liber 191 of Deeds, Pages 388-399.

Date: May 1, 1958

Upper Michigan Power & Light Company

To

Upper Peninsula Power Company

Consideration: \$1.00 et al.

**Conveys :
Lands not pertaining**

I.

II.

All and singular the electric transmission and distribution lines and systems, rural and urban, now owned by Upper Michigan (excepting such as are hereinafter specifically excepted and reserved from the operation of this conveyance), together with all existing easements pertaining to the said lines hereby conveyed; including, without limitation of the generality of the foregoing, all such transmission and distribution lines and systems and easements, if any, relating thereto (but excluding from this conveyance, transmission lines and systems, and easements relating thereto, which are hereinafter specifically excepted and reserved from the operation of this conveyance) which may be located on, over and across the following described lands to-wit:

Subject lands and other land.

Warrant and Defend subject to certain conditions.

Corporate Seal affixed.

Signed and Acknowledged by E.G. Bennett and C.J. Driscoll, President and Assistant Secretary of the Upper Michigan Power & Light Company.

Ack. April 29, 1958

**THIS IS NOT THE
COMPLETE DOCUMENT**

THIS INDENTURE, Made this First day of May 1958,
between UPPER MICHIGAN POWER & LIGHT COMPANY, a Michigan corporation,
having its principal place of business in the City of Escanaba,
Michigan, party of the first part, hereinafter called "Upper Michigan";
and UPPER PENINSULA POWER COMPANY, a Michigan corporation, having its
principal office at 616 Sheldon Avenue, Houghton, Michigan, party of
the second part, hereinafter called "Upper Peninsula", WITNESSETH:

That said Upper Michigan, for and in consideration of the sum
of One Dollar (\$1.00) and other good and valuable considerations to
it in hand paid by the said Upper Peninsula, the receipt whereof is
hereby confessed and acknowledged, does by these presents grant,
bargain, sell, convey, transfer, assign and set over unto Upper Penin-
sula, and to its successors and assigns, FOREVER, the following
described property and rights:

I.

The following described lots or parcels of land situated and
located in the County of Delta, State of Michigan, that is to say:

Item One. (Property in the City of Escanaba)

Lots number Thirteen, Fourteen, Fifteen and Sixteen of
Block number Eight;

and

Lots number Fourteen, Fifteen, Sixteen, Seventeen, Eighteen,
Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three,
Twenty-five, Twenty-six, Twenty-seven and Twenty-eight of
Block number Nine;

and

Lots number Five and Six of Block number Sixteen. All of
the aforesaid lots are in the Smith and Dunlap Addition to
the City of Escanaba, according to the recorded plat thereof.

Also the East 288 feet of Lot number Fourteen of Block Nine
of the S. H. Selden Addition to the City of Escanaba,
according to the recorded Plat thereof.

Item Two. (Property in the Township of Masonville)

Lots Eleven and Twelve of Block Five of Hibbard's Plat of
the Village of Rapid River, according to the recorded plat
thereof.

Item Three. (Property in the Township of Wells)

A parcel of land in the Southwest Quarter of the Southeast
Quarter of Section One, Township Thirty-nine North, Range
Twenty-three West, described as follows: Beginning at a
point on the East right-of-way line of County Road No. C-4,

May 6, 1958
Recorded
3:40 PM
by John H. [unclear]
Lib. of Delta
Dec 11, 1911
Page 388

and 170 feet North of the South quarter corner of said Section One, Township Thirty-nine North, Range Twenty-three West; thence East 20 feet; thence North 40 feet; thence West 20 feet to said right-of-way line; thence South to the point of beginning; containing .0184 of an acre more or less.

Together with any interest Upper Michigan may have in any extension or addition to said lots and parcels described in this subdivision by reason of vacation of streets or alleys.

II.

All and singular the electric transmission and distribution lines and systems, rural and urban, now owned by Upper Michigan (excepting such as are hereinafter specifically excepted and reserved from the operation of this conveyance), together with all existing easements pertaining to the said lines hereby conveyed; including, without limitation of the generality of the foregoing, all such transmission and distribution lines and systems and easements, if any, relating thereto (but excluding from this conveyance, transmission lines and systems, and easements relating thereto, which are hereinafter specifically excepted and reserved from the operation of this conveyance) which may be located on, over and across the following described lands, to-wit:

Sections Twenty-six, Thirty-three, Thirty-four, Thirty-five and Thirty-six of Town Forty-three North, Range Twenty-four West, Ewing Township, Marquette County, Michigan.

Sections One, Two, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Twenty-four, Twenty-five, and Thirty-six of Town Forty-two North, Range Twenty-four West, Ewing Township, Marquette County, Michigan.

Sections One, Two, Eleven and Twelve, Town Forty-one North, Range Twenty-four West, Cornell Township, Delta County, Michigan.

Sections Seven, Seventeen, Eighteen, Twenty, Thirty-one and Thirty-two of Town Forty-one North, Range Twenty-three West, Cornell Township, Delta County, Michigan.

Sections One, Two, Three, Four, Eleven and Twelve, Town Forty North, Range Twenty-four West, Cornell Township, Delta County, Michigan.

Sections Four, Five, Six, Eight and Nine, Town Forty North, Range Twenty-three West, Cornell Township, Delta County, Michigan.

Section One, Town Forty-one North, Range Twenty-four West, Baldwin Township, Delta County, Michigan.

Sections Twenty-three, Twenty-four, Twenty-five and Thirty-six, Town Forty-one North, Range Twenty-two West, Brampton Township, Delta County, Michigan.

Sections Two, Three, Four, Eight, Nine and Ten, Town Forty North, Range Twenty-two West, Brampton Township, Delta County, Michigan.

Sections Eight, Sixteen, Seventeen, Nineteen, Twenty, Twenty-one, Twenty-seven, Twenty-eight, Twenty-nine, Thirty, Thirty-one, and Thirty-four, Town Forty-one North, Range Twenty-one West, Masonville Township, Delta County, Michigan.

Sections Thirty-five and Thirty-six, Town Forty-one North, Range Twenty West, Nahma Township, Delta County, Michigan.

Sections Thirty-one and Thirty-two, Town Forty-one North, Range Nineteen West, Nahma Township, Delta County, Michigan.

Sections One, Two, Three, Eleven, Thirteen, Fourteen, Twenty-three and Twenty-four, Town Forty North, Range Twenty West, Nahma Township, Delta County, Michigan.

Sections Thirteen, Fourteen, Fifteen, Twenty-five, Twenty-six, Twenty-seven, Twenty-eight, Thirty, Thirty-one, Thirty-four and Thirty-five, Town Forty North, Range Twenty-four West, Escanaba Township, Delta County, Michigan.

Sections Thirteen, Fourteen, Sixteen, Eighteen, Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Twenty-nine, Thirty, Thirty-one, Thirty-two, Thirty-three, Thirty-four and Thirty-five, Town Forty North, Range Twenty-three West, Escanaba Township, Delta County, Michigan.

Sections Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-one, Twenty-eight, Twenty-nine, Thirty, Thirty-one and Thirty-two, Town Forty North, Range Twenty-two West, Escanaba Township, Delta County, Michigan.

Sections Thirty-five and Thirty-six, Town Forty-one North, Range Twenty-one West, Ensign Township, Delta County, Michigan.

Sections Thirty-one, Thirty-two, Thirty-three and Thirty-four, Town Forty-one North, Range Twenty West, Ensign Township, Delta County, Michigan.

Sections One, Two, Three, Four, Nine, Ten, Thirteen, Fourteen, Fifteen, Sixteen, Twenty-one, Twenty-two, Twenty-four and Twenty-eight, Town Forty North, Range Twenty-one West, Ensign Township, Delta County, Michigan.

Sections Four, Five, Six, Eight, Nine, Sixteen, Seventeen, Eighteen, Twenty, Twenty-eight and Twenty-nine, Town Forty North, Range Twenty West, Ensign Township, Delta County, Michigan.

Sections One, Two, Ten, Eleven, Twelve, Thirteen, Fourteen and Fifteen, Town Thirty-nine North, Range Twenty-four West, Wells Township, Delta County, Michigan.

Sections One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Eighteen, Nineteen, Twenty, Twenty-six, Twenty-seven, Twenty-eight, Twenty-nine, Thirty, Thirty-one, Thirty-two, Thirty-three, Thirty-four and Thirty-five, Town Thirty-nine North, Range

Twenty-three West, Wells Township, Delta County, Michigan.

Sections Five, Six, Seven, Eight, and Eighteen, Town Thirty-nine North, Range Twenty-two West, Wells Township, Delta County, Michigan.

Sections Four, Six, Seven, Eight, Nine, Sixteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-one, Twenty-eight, Twenty-nine, Thirty, Thirty-one, Thirty-two and Thirty-three, Town Thirty-nine North, Range Twenty-four West, Bark River Township, Delta County, Michigan.

Section Six, Town Thirty-eight North, Range Twenty-four West, Bark River Township, Delta County, Michigan.

Section Three, Town Thirty-seven North, Range Twenty-four West, Bark River Township, Delta County, Michigan.

Sections Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Thirty-four, Thirty-five and Thirty-six, Town Thirty-nine North, Range Twenty-four West, Ford River Township, Delta County, Michigan.

Section One, Town Thirty-eight North, Range Twenty-four West, Ford River Township, Delta County, Michigan.

Sections Two, Three, Four, Five, Six, Eight, Nine, Ten, Eleven, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, Twenty, Twenty-one, Twenty-two, Twenty-nine, Thirty and Thirty-one, Town Thirty-eight North, Range Twenty-three West, Ford River Township, Delta County, Michigan.

Sections One, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Twenty-two, Twenty-three, Twenty-six and Twenty-seven, Town Thirty-seven North, Range Twenty-four West, Ford River Township, Delta County, Michigan.

Section Six, Town Thirty-seven North, Range Twenty-three West, Ford River Township, Delta County, Michigan.

Section Twenty-four, Town Thirty-nine North, Range Twenty-five West, Harris Township, Menominee County, Michigan.

Also the equipment known as the North Escanaba Substation No.2 located at the corner of 7th Avenue North and 19th Street North in the City of Escanaba, Michigan.

EXCEPTING AND RESERVING FROM THE OPERATION OF THIS CONVEYANCE THE FOLLOWING:

FIRST, all transmission lines and systems and easements pertaining thereto interconnecting the generating plants of the Upper Michigan, those interconnecting such generator plants with the paper mill of the Escanaba Paper Company at Groos, Michigan, in Wells Township, Delta County, and those interconnecting such paper mill with the municipal electric plant of the City of Gladstone, including all transformers, substations and equipment necessary for the operation of said trans-

R E S O L U T I O N

Recorded August 16, 1963
 at 4:45 Pm in Liber 6 Page 128
 Misc. 128
 Reg. of Deeds.

William E. Ball

By Commissioner O'Leary supported by Commissioner Sjoquist

This matter having come on to be heard by the City Commission of the City of Gladstone on this 23rd day of January 1961, pursuant to resolution adopted by this Commission on the 12th day of December 1960, and due notice thereof having been published and circulated in the City of Gladstone on the 21st day of December 1960;

After listening to objections and arguments thereon, it being made to appear that it would be in the best interest and welfare of the City of Gladstone if Superior Avenue between 11th Street and 12th Street should be vacated and abandoned, be it resolved that Superior Avenue between 11th Street and 12th Street being a street in the First Addition to the City of Gladstone, Delta County, Michigan should be and the same is hereby abandoned,

Reserving, however, the right of ingress and egress for the purpose of constructing, reconstructing or maintaining necessary public utilities in or on Superior Avenue between 11th Street and 12th Street.

RESOLUTION CARRIED UNANIMOUSLY

I hereby certify that the above is a true and correct copy of the resolution passed by the Gladstone City Commission at their regular meeting held January 23, 1961 Given unto my hand and the seal of my office this 14th day of August, 1963.

H. J. Henrikson
 H. J. HENRIKSON
 City Clerk
 City of Gladstone
 Delta County
 Michigan

6 129

Recorded August 16, 1963
 4:45 PM Misc.
 at 4:45 o'clock in Liber. 6 Page 129
 Reg. of Deeds.

R E S O L U T I O N

William C. Butler

Alderman Champion offered the following resolution and moved its adoption, which was supported by Alderman Clark:

RESOLVED, That it is deemed advisable by this Council to vacate, discontinue and abolish that portion of Eleventh Street lying between Blocks 61 and 62 of the First Addition to the City of Gladstone, beginning at the North line of Superior Avenue and extending to the South line of Railway Avenue:

RESOLVED FURTHER, That this Council will meet at the Council Chambers on the 20th day of August A.D. 1906 at 8 o'clock P.M. for the purpose of hearing objections to the vacating, discontinuing and abolishing said portion of said street.

YEAS, Aldermen Champion, Clark, Eaton, Folsom, Green, Noblet, Theriault and Young
 NAYS, None

MOTION DECLARED CARRIED

I hereby certify that the above is a true and correct copy of the resolution passed by the Gladstone City Council at their regular meeting held July 16th, 1906 A.D. Given unto my hand and the seal of my office this 14th day of August, 1963.

H. J. Henrikson

H. J. HENRIKSON
 City Clerk
 City of Gladstone
 Delta County
 Michigan

403

William E. Ritz Reg. of Deeds

GRANT OF EASEMENT FOR POWER TRANSMISSION LINE

BETWEEN	AND
CITY OF GLADSTONE, a municipal corporation, in Delta County, Michigan, First Party,	THE MEAD CORPORATION, an Ohio corporation qualified to do business in the State of Michigan, whose address is Escanaba, Michigan, Second Party,
GRANTOR,	GRANTEE.

THIS INDENTURE, made and entered into this 5th day of May, 1959 by and between the parties above designated.

WITNESSETH that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, including, but not limited to: The construction, installation, and maintenance of a power transmission line over and along the route hereinafter described and granted by Upper Michigan Power and Light Company, GRANTEE'S predecessor in interest, pursuant to understandings and agreements between the parties, First Party, City of Gladstone, a municipal corporation, does hereby convey and warrant unto Second Party, its successors and assigns, a right-of-way and easement for the erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission line and circuits of the Second Party, GRANTEE, attached to poles or other supports, together with guys, cross-arms, and all other attachments and incidental equipment thereon, and appurtenances, over, on, and across the lands, streets, highways, and alleys of the City, from the City of Gladstone Electric Power Generating Plant located on or near Saunders Point, of Little Bay de Noc, up to a connection with power transmission facilities of the GRANTEE at, or near, a point on the Section line between Sections Twenty (20) and Twenty-one (21), Town Forty (40) North of Range Twenty-two (22) West, said point being nineteen (19) feet South of the Quarter corner between Sections 20 and 21; the location of said easement to be along the route now occupied by the said transmission line which has already been constructed and is in operation; which location is generally described as follows:

BEGINNING at a point on the Section line between Sections Twenty (20) and Twenty-one (21), Town Forty (40) North, Range Twenty-two (22) West, said point being nineteen (19) feet South of the Quarter (1/4) corner between said Sections 20 and 21; THENCE North 79°39' East 275 feet to a point thirty (30) feet North of the South line of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4), Section Twenty-one (21), Town 40 North, Range 22 West; THENCE East parallel to and thirty (30) feet distant from said South line to the East right-of-way of North 17th Street in the City of Gladstone; THENCE South 72°03' East to the North right-of-way of Railway Avenue; THENCE along said North right-of-way of Railway Avenue and Delta Avenue to the City of Gladstone Electric Power Generating Plant located on Saunders Point of Little Bay de Noc.

The easement granted hereunder shall include any and all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted; and all rights and privileges incident thereto, including the

LAW OFFICES
WHEATON L. STROM
416 FIRST NORTL BLDG BLDG
ESCANABA, MICHIGAN

196-403

ORIGINAL PREPARED

right from time to time to cut, trim, and remove trees, brush, overhanging branches, and other obstructions which may interfere with or injure the GRANTEE'S use, occupation, or enjoyment of this easement in the operation, maintenance, and repair of the said GRANTEE'S power transmission line

The GRANTOR covenants and represents that the easement, as located and granted hereunder, does not interfere with the present use by the public, of public easements for streets, highways, and alleys; and that this is not an exclusive grant of the right to use public streets, highways, or alleys, as the case may be. In the event that the easement granted hereunder, as now located, should interfere with any expanded use of public easements by the public, for streets, highways, or alleys, the GRANTEE, as a condition of this grant, shall, at the time of such expanded use, relocate the easement granted hereunder as may be necessary and convenient for such expanded public use.

The First Party does further covenant and represent that the grant of easement for the erection, maintenance and continuance of the use of such electric transmission line has been deemed in the best interests, and to the advantage of the GRANTOR Municipal Corporation, in that the said line provides a transmission source for the sale of surplus power generated by the City in the City of Gladstone Electric Power Generating Plant; and does further provide standby or emergency power connection facilities, all for the use and benefit of the said City.

IN WITNESS WHEREOF, the said City of Gladstone has caused these presents to be signed in its name by its Mayor and by its City Manager and sealed with its corporate seal, the day and year first above written:

Signed, Sealed and Delivered
in presence of:

CITY OF GLADSTONE

Mabel E. Lindahl

by Harrie B. Markham
Harrie B. Markham, its Mayor

Margaret Anne Erickson

by H. J. Hendrickson
H. J. Hendrickson,
its City Manager

State of MICHIGAN

ss.

COUNTY OF DELTA

On this 5th day of May, in the year of our Lord one thousand nine hundred and fifty-nine, before me, a Notary Public in and for said County, appeared HARRIE B. MARKHAM and H. J. HENDRICKSON to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Mayor and the City Manager of the City of Gladstone, Michigan, the municipal corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said municipal corporation; and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Commission; and said HARRIE B. MARKHAM and H. J. HENDRICKSON acknowledged said instrument to be the free act and deed of said municipal corporation.

Vera M. Kallersog
Vera M. Kallersog
Notary Public, Delta County, Michigan
My commission expires: 7-5-1961

ORIGINAL PREPARED

196-404

ASSIGNMENT

Rec. September 2, 1959, Liber 198 of Deeds, Pages 371-375.

KNOW ALL MEN BY THESE PRESENTS, that THE MEAD CORPORATION, an Ohio corporation authorized to do business in the State of Michigan with a place of business at Escanaba, Michigan (the Assignor), in consideration of the sum of ONE DOLLAR (\$1.00) et. al. to it paid by UPPER PENINSULA POWER COMPANY, a Michigan corporation with its principal place of business at Houghton, Michigan (the Assignee), does hereby sell, convey, assign, transfer, and set over unto UPPER PENINSULA POWER COMPANY, its successors and assigns, all and singular, the easements and all and singular the rights, privileges, authorities, and licenses, for the erection, construction, operation, and maintenance of poles and wires, together with all fixtures and equipment in connection therewith, for the purpose of transmitting and distributing electric energy and for other purposes as therein described, and as heretofore granted and conveyed to the Assignor over part of the following descriptions, respectively, by those certain instruments executed by the following grantors to the Assignor or its predecessors in title, and recorded in the office of the Register of Deeds of Delta County, Michigan, respectively, as follows:

<u>GRANTORS</u>	<u>DATE OF INSTRU- MENT</u>	<u>LIBER OF MISC. DOC.</u>	<u>PAGES</u>	<u>DESCRIPTIONS</u>		
				<u>Sec.</u>	<u>T.</u>	<u>R.</u>
John R. Whitney et. ux.	11-7-50	154	13-14	25 & 36	40	23
John R. Whitney et. ux.	5-7-59	196	405	36	40	23
August Peterson et. al.	11-6-50	154	18	25	40	23
H. J. Norton et. ux.	11-4-50	154	15	20	40	22
John M. Olson et. ux.	11-29-50	154	19	20	40	22
City of Gladstone	5-5-59	196	403-404	20 & 21	40	22

Together with that certain license granted to Upper Michigan Power & Light Company, a predecessor in title to the Assignor, by the Board of County Commissioners of Delta County, Michigan be resolution dated April 22, 1958, with respect to the operation and maintenance of transmission lines and systems along Delta County Roads Nos. 420 and D9.

This assignment is made subject to the terms and conditions contained in the foregoing instruments and upon the condition that the Assignee, its successors and assigns, shall at all times fully indemnify and save harmless the Assignor, its successors and assigns, from any and all claims for damage to persons or property in any manner arising from or growing out of the exercise hereafter of the rights assigned hereby.

Dat. July 29, 1959.

CONTINUED.

CONTINUED.

THE MEAD CORPORATION

By D. F. Morris
D. F. Morris, President

Attest: W. Walker Lewis, Jr.
W. Walker Lewis, Jr., Secretary

Two witnesses.

No typewritten names beneath signature of witnesses.

Acknowledged in the State of Ohio, County of Montgomery, on July 29, 1959 before a Notary Public by D. F. MORRIS and W. WALKER LEWIS, JR. respectively President and Secretary, with Notarial Seal affixed.

No Corporate Seal affixed.

ACCEPTANCE

The foregoing assignment is hereby accepted subject to all the conditions thereof, and UPPER PENINSULA POWER COMPANY agrees to assume and fully perform the obligations of the Assignor and its predecessors in title contained in the instruments assigned thereby.
Dat. August 5, 1959.

UPPER PENINSULA POWER COMPANY

By J. H. Warden
J. H. Warden, President

Attest: C. L. Fleming
C. L. Fleming, Secretary

Ack. August 5, 1959 by J. H. Warden and C. L. Fleming, respectively President and Secretary.

No Corporate Seal affixed.

RESOLUTION Recorded April 5th, 1966

At 2:30 o'clock P.M. in Liber 218 Page 443

William E. Butler Reg. of Deeds

By Commissioner Norton supported by Commissioner Young

This matter having come on to be heard by the City Commission of the City of Gladstone on this 31st day of March 1966 pursuant to resolution adopted by this Commission on the 28th day of February 1966, and due notice thereof having been published in the Delta Reporter, a newspaper published and circulated in the City of Gladstone on the 2nd day of March 1966 and on the 9th day of March 1966:

After listening to objections and arguments thereon, it being made to appear that it would be in the best interest and welfare of the City of Gladstone if Railway Avenue from the East boundary of 12th St. Eastward 518 feet to the West boundary of Lot 8 in Block 61 of the First Addition to the City of Gladstone should be vacated and abandoned, be it resolved that Railway Avenue from the East boundary of 12th Street Eastward 518 feet to the West boundary of Lot 8 in Block 61 of the First Addition to the City of Gladstone, Delta County, Michigan should be and the same is hereby abandoned.

RESOLUTION CARRIED UNANIMOUSLY

I hereby certify that the above is a true and correct copy of the Resolution passed by the Gladstone City Commission at the special meeting held on March 31, 1966 A.D. at 7.30 P.M.

LIBER 218 PAGE 443



H. J. Henrikson
H. J. HENRIKSON
City Clerk
Gladstone, Michigan

Gladstone, Michigan, March 31, 1966
7:30 P.M.

Special Meeting of the Gladstone City Commission.

PRESENT: Mayor Stupak, Commissioners Kee, Nelson, Norton & Young.
ABSENT: None.

By Commissioner Norton, supported by Commissioner Young:

This matter having come on to be heard by the City Commission of the City of Gladstone this 31st day of March 1966 pursuant to resolution adopted by this Commission on the 28th day of February 1966 and due notice thereof having been published in the Delta Reporter, a newspaper published and circulated in the City of Gladstone on the 2nd day of March 1966 and on the 9th day of March 1966:

After listening to objections and arguments thereon, it being made to appear that it would be in the best interest and welfare of the City of Gladstone if Railway Avenue from the East boundary of 12th Street Eastward 518 feet to the West boundary of Lot 8 in Block 61 of the First Addition to the City of Gladstone should be vacated and abandoned, be it resolved that Railway Avenue from the East boundary of 12th Street Eastward 518 feet to the West boundary of Lot 8 in Block 61 of the First Addition to the City of Gladstone, Delta County, Michigan should be and the same is hereby abandoned.

RESOLUTION CARRIED UNANIMOUSLY

By Commissioner Kee, supported by Commissioner Young.

RESOLVED, that the Commission adjourn.

RESOLUTION CARRIED UNANIMOUSLY

STATE OF MICHIGAN)
) ss
COUNTY OF DELTA)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Gladstone City Commission at a special meeting held on March 31, 1966.

Recorded June 29, 1983
at 9:00 o'clock AM in Liber 18 Page 579
Michael R. Allen Reg. of Deeds.
Delta County, Michigan

Signed: Howard W. Keeton
HOWARD W. KEETON, PE
City Clerk
CITY OF GLADSTONE

COMMON WALL AGREEMENT

This Common Wall Agreement (the "Agreement") is entered into this 27th day of March, 2013, between Delfab, Inc., a Michigan corporation, whose address is 103 N. 12th Street, Gladstone, Michigan 49837 ("Delfab") and Gladstone Area Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 400 S. 10th Street (the "District") (singularly, a "Party" and collectively, the "Parties"), for the purpose of specifying their respective rights and obligations with regards to a shared common wall.

WHEREAS, the District is the owner of the Property known as:

The following described premises situated in the City of Gladstone, County of Delta, and State of Michigan, to wit:

Part of the Southwest 1/4 of the Northeast 1/4, and part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 40 North, Range 22 West, described as follows:

From the East 1/4 corner of Section 21, Township 40 North, Range 22 West; thence North 0° 00' 13" West along the East line of said Section a distance of 772.00 feet to the North right-of-way of Railway Avenue; thence South 73° 52' 57" West along said right-of-way a distance of 2505.67 feet to the Point of Beginning; thence continue South 73° 52' 57" West along said right-of-way a distance of 541.56 feet to the East right-of-way of Highway U.S.2 41 & M-35; thence North 31° 30' 25" East along said right-of-way a distance of 156.54 feet to the Point of Beginning of a 1362.40 foot radius curve to the right; thence continue along said curve a chord bearing of North 36° 13' 28" East a chord distance of 224.09 feet to a point 25 feet Southerly & measured at right angles from the centerline of the Railroad; thence North 73° 52' 18" East parallel with said centerline a distance of 248.43 feet; thence South 16° 07' 07" East a distance of 242.53 feet to the Point of Beginning.

(Part of) Tax Parcel No. 052-621-010-50;

WHEREAS, Delfab is the owner of the Property known as:

The following described premises situated in the City of Gladstone, County of Delta, and State of Michigan, to wit:

Part of the SW ¼ of the NE ¼, the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ of Section 21, Township 40 North, Range 22 West, described as follows:

From the East quarter corner of Section 21, Township 40 North, Range 22 West, measure North 0° 09' 50" East along the East line of said Section 21 a distance of 772.0 feet to the Northerly right of way line of Railway Avenue; thence measure 74° 03' West along said Northerly right of way line a distance of 2475.97 feet to the point of beginning of the land herein described; thence North 15° 59' West a distance of 218.45 feet to a point that is 50.0 feet Southerly of and measured at right angles from the centerline of the existing main track of Wisconsin Central Ltd.; thence North 74° 04' 30" East parallel with and 50.0 feet Southerly of said main track centerline a distance of 817.15 feet to the Northerly extension of the Westerly right of way line of 10th Street; thence Northerly along said Westerly right of way line extension of 10th Street to a point that is 25.0 feet Southerly and measured at right angles from the centerline of said main track of Wisconsin Central, Ltd; thence South 74° 04' 30" West parallel with and 25.0 feet Southerly of said main track centerline to a point of intersection of the Southeasterly right of way line of Highway US-2, 41 and M-35 (as said highway right of way is described at Liber 211 of Deeds, Page 223, Delta County Records); thence Southwesterly along said highway right of way line to a point on the Northerly right of way of Railway Avenue; thence North 74° 03' East along said Northerly right of way to the point of beginning.

Excepting the following property:

Part of the Southwest 1/4 of the Northeast 1/4, and part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 40 North, Range 22 West, described as follows:

From the East 1/4 corner of Section 21, Township 40 North, Range 22 West; thence North 0° 00' 13" West along the East line of said Section a distance of 772.00 feet to the North right-of-way of Railway Avenue; thence South 73° 52' 57" West along said right-of-way a distance of 2505.67 feet to the Point of Beginning; thence continue South 73° 52' 57" West along said right-of-way a distance of 541.56 feet to the East right-of-way of Highway U.S.2 41 & M-35; thence North 31° 30' 25" East along said right-of-way a distance of 156.54 feet to the Point of Beginning of a 1362.40 foot radius curve to the right; thence continue along said curve a chord bearing of North 36° 13' 28" East a chord distance of 224.09 feet to a point 25 feet Southerly & measured at right angles from the centerline of the Railroad; thence North 73° 52' 18" East parallel with said centerline a distance of 248.43 feet; thence South 16° 07' 07" East a distance of 242.53 feet to the Point of Beginning.

(Part of) Parcel No. 052-621-010-50

WHEREAS, both of the above described Properties constitute share a single building structure separated by a "Common Wall" as defined herein;

WHEREAS, in order to maintain a high quality, consistent, and harmonious character of the Properties and the preservation of their suitability to each of Parties, it is deemed desirable to specify the rights, obligations, and restrictions with regards to the Common Wall.

NOW, THEREFORE, the above referenced Parties do hereby adopt and prescribe the following

covenants and restrictions which should be and are hereby impressed upon and henceforth will run with the land:

1. **Common Wall.** "Common Wall" shall mean and refer to the dividing wall between the adjoining Properties of the Parties referenced above and further described in Exhibit "A." Any matters concerning the Common Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding common walls or party walls. "Common Structure" shall mean a shared monolithis slab under the Common Wall, all elements of the building foundation supporting the Common Wall, and the shared roof if the roofline is joined.
2. **Maintenance Costs.** The cost of maintaining the Common Wall shall be borne equally by the Parties.
3. **Damage to Common Wall and Common Structures.** In the event of damage or destruction to the Common Wall or any Common Structure from any cause, other than the negligence or willful action of either Party hereto, the Parties shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Parties. Each Party shall have the right to the full use of said Common Structure so repaired or rebuilt. If either Party's negligence or willful action shall cause damage to or destruction of said Common Wall or Common Structure, such Party shall bear the entire cost of repair or reconstruction. If either Party shall neglect or refuse to pay his share, or all of such costs in case of negligence or willful act, the other Party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the above referenced Property of the Party so failing to pay for the amount of such defaulting Party's share of the repair or replacement costs together with interest at the maximum rate allowable. The Party having the Common Wall or Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed with the Register of Deeds of the County where the Property is located, by affidavit declaring under oath the claim of the lien.
4. **Alterations.** The Parties shall not alter or change a Common Structure without the prior written consent of the other Party, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each Party shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain the same.
5. **Exterior Walls.** The Parties shall keep all exterior walls of their Property in good condition and repair at his sole cost and expense. Neither Party shall do or permit to be done any act or thing that would tend to depreciate the value of the building (*i.e.*, variance in design, colors, roofing etc.)
6. **Roof.** The Parties shall maintain the roof over their Properties in good condition and in such manner so as not to damage other portions of the building. The Parties shall share equally in the costs to repair or maintain the roof over the Common Wall due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the owners.
7. **Exposure to the Elements.** An owner who, by his negligence, disinterest or willful act causes the Common Wall or Common Structure to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph 6.

8. **Enforcement.** In the event it shall be necessary for any Party to place this Agreement in the hands of an attorney for the enforcement of any of such Party's rights hereunder or for the recovery of any monies due to such Party hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing Party in such suit shall recover from the losing Party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

These covenants are to run with the land and shall be binding on all Parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which remain in full force and effect.

9. **Assignment.** This Agreement shall be binding and inure to the benefit of the successors and assigns of the respective Parties.

10. **Merger Clause.** This Agreement contains the entire understanding between the Parties and neither Party has relied upon any verbal or written representations or understandings not set forth herein whether made by any agent or a Party hereto.

11. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Michigan.

12. **Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph hereof.

13. **Amendments.** This Agreement may be amended or modified only by a document in writing executed by each of the Parties named above.

14. **Termination.** If by reason of the other Party's inability to perform a provision of this Agreement, either the Purchaser or the Seller is not obligated to complete this Agreement, then either the Purchaser or the Seller may terminate this Agreement by delivering to the other party written notice of termination, and thereupon, this Agreement shall terminate with the same effect as though this Agreement had never been entered into. The Purchaser or the Seller may nevertheless waive one or more conditions, without prejudice to their right subsequently to assert other conditions or to make a claim against the other Party with respect to any breach of representations or warranties made by that Party.

15. **Effective Date.** This Agreement shall be effective as of the date upon which the last of the Parties listed below has signed this Agreement.

16. **Execution in Counterparts.** The Parties hereto acknowledge that this Agreement may be executed in counterparts by the Parties and will be effective upon receipt by the other Party of the counterpart by personal delivery or facsimile transmission. If transmitted by facsimile, the Party agrees to forthwith execute and return an original, executed copy of the Agreement to the other Party.

DEL FAB, INC., a Michigan corporation

Dated: 3-22-13

By: W. Gray Winstead
Its: President

Acknowledged before me in Delta County, Michigan, this 22nd day of March, 2013, by W. Gray Winstead, President, Defalb, Inc., a Michigan corporation.

David L. Harris (signature)
David L. Harris (printed)
Notary Public, Delta County, Michigan
My Commission Expires: 3-6-14
Acting in Delta County, Michigan

**GLADSTONE AREA SCHOOLS, a Michigan
general powers school district**

Dated: 3-22-13

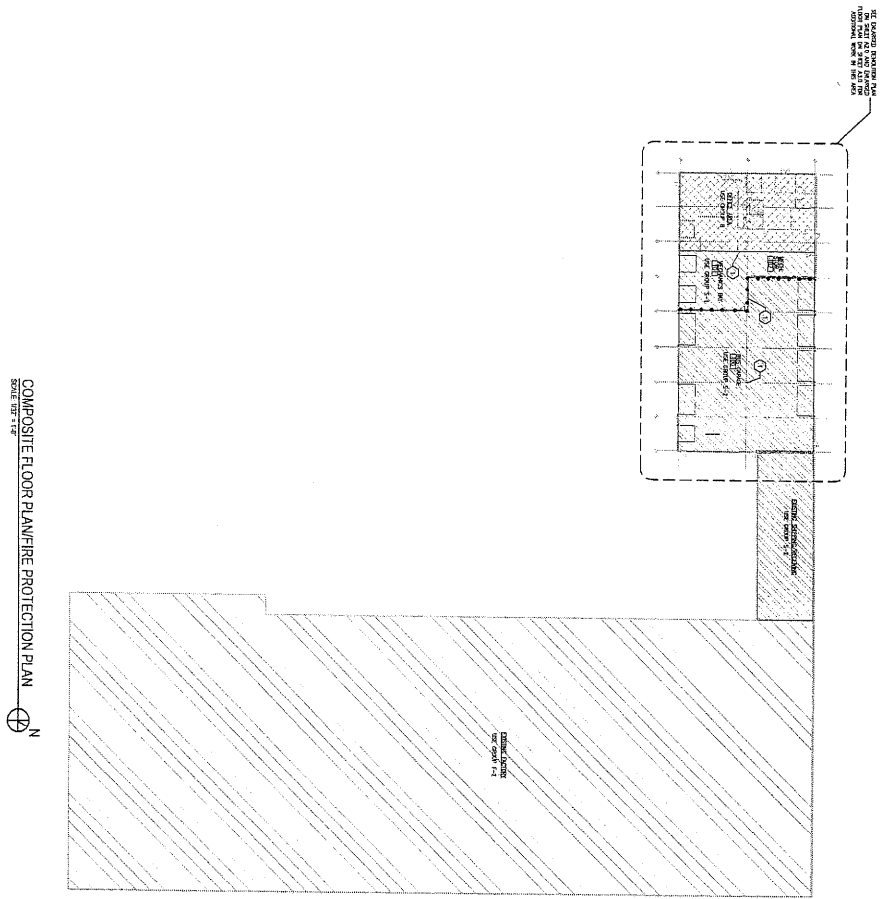
By: Gerald E. Kulbertis
Its: Superintendent

Acknowledged before me in Delta County, Michigan, this 22nd day of March, 2013, by Gerald E. Kulbertis, Gladstone Area Schools, a Michigan general powers school district.

David L. Harris (signature)
David L. Harris (printed)
Notary Public, Delta County, Michigan
My Commission Expires: 3-6-14
Acting in Delta County, Michigan

✓ Prepared By (w/o Opinion) and
When Recorded Return To:
Gordon W. VanWieren, Jr.
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, MI 48826-2575

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COMPOSITE FLOOR PLAN/FIRE PROTECTION PLAN
SCALE: 1/8" = 1'-0"

REVISIONS 1. REVISIONS TO BE SHOWN BY THE ENGINEER - TO BE SHOWN BY THE ENGINEER		LEGEND • • • • • FLOOR AND STAIRWAY WELLS (ALL STAIRS) • STROKE FOR GROUP 1-2 • STROKE FOR GROUP 1 • STROKE FOR GROUP 1-1 • EXISTING FLOORING FOR GROUP 1-2		GENERAL NOTES 1. SEE EXISTING AND NEW FLOOR SYSTEMS 2. FLOOR FINISHES SHALL BE SHOWN BY THE ENGINEER	
COMPOSITE FLOOR PLAN/FIRE PROTECTION FLOOR PLAN A1.0		GLADSTONE AREA SCHOOLS BOND IMPROVEMENTS - BUS GARAGE GLADSTONE, MI PROJECT NO. 11-009		IDI ARCHITECTURE ENGINEERING CONSULTING 1000 W. BARRAGE AVENUE ANN ARBOR, MI 48106 PHONE: (734) 769-1111 FAX: (734) 769-1112 PROJECT OFFICE: 1000 W. BARRAGE AVENUE, SUITE 100 ANN ARBOR, MI 48106 PHONE: (734) 769-1111 FAX: (734) 769-1112	
BY	DATE	NO.	REVISIONS	DATE	
DESIGN	KVM/2-22-13	A	STATE PLAN REVISION	3-5-13	
DRAWN	KVM/2-22-13				
CHECKED	TH/2-28-13				
APPROVED	TH/3-1-12				

Nancy Kolich 5P
Delta County Register of Deeds

RB Date 03/27/2013 Time 14:05:33
Page 1 of 5 01 1075/283-287

UTILITY EASEMENT AGREEMENT

Delfab, Inc., a Michigan corporation, whose address is 103 N. 12th Street, Gladstone, Michigan 49837 (the "Grantor") and Gladstone Area Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 400 S. 10th Street, Gladstone, Michigan 49837-1598 (the "Grantee") agree as follows:

The Grantor is the owner of real property located in the City of Gladstone, Delta County, Michigan and legally described in the legal description which is attached hereto and made a party hereof as Exhibit "A" (the "Grantor's Property") and Grantor has transferred real property to the Grantee located adjacent to the Grantor's Property, which real property is legally described in the legal description which is attached hereto and made a part hereof as Exhibit "B" (the "Grantee's Property") and grants an easement to Grantee regarding such existing utilities and such future utilities as Grantee may construct within such easement.

The Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00), receipt of which is acknowledged, does hereby convey, grant and release to the Grantee, its successors and assigns, a permanent easement and the utilities in which to build, install, construct, inspect, operate, maintain, repair and replace public service or utility components consisting of electric and gas lines, water mains, telephone and communications lines, fiber optic cable, sanitary sewer lines, force mains, drains, storm sewers, other service or utility facilities, or any combinations thereof, and other related improvements necessary to provide such services (the "Utilities") over, across, under, and through the real property described in Exhibit "A", attached.

As part of the transfer, the Grantor has agreed to grant to the Grantee, for the benefit of the Grantee's Property, a permanent easement over, under and across the Grantor's Property for current and future utilities to service the Grantee's Property (the "Property"), together with a limited right of ingress and egress to, from and over the Grantor's Property in order to build, install, construct, inspect, operate, maintain, repair and replace the Utilities.

The Grantee may remove pavement, fences, shrubs, trees, or other surface or subsurface landscaping or improvements if required for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any

LIBER 1075 PAGE 283

of the rights granted herein, except the Grantee will restore the surface of the Property to its original condition as near as may be reasonable for any activities Grantee conducts on the surface of the property. Such restoration shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved) but shall not include replacement of trees, shrubs, fences, or other landscaping or improvements.

The Grantor shall not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or other construction of any kind or nature upon, over or under that part of Grantor's Property where the Utilities are located without the prior written consent of the Grantee.

The Grantor and its successors or assigns agree that if any buildings or other structures are constructed by it, its successors or assigns, near or adjacent to the Utilities, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that the Grantee may perform the work of constructing, maintaining, replacing and repairing the Utilities, the Grantor shall assume such expense for support, shoring and bracing; provided, however, that the Grantee shall consult with the Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. The Grantor and the Grantee shall confer promptly and shall avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

The Grantor reserves the right to grant to others additional easement rights, within the Easement Area, for the installation and maintenance of gas, electric power, telephone structures and lines; said right being subject to approval by the Grantee as to location and size of the proposed easement and utilities. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee and additional expenses incurred in the construction maintenance, repair or replacing of the facilities owned by the Grantee resulting from these additional easements and the presence of gas, electric or telephone structures and lines, shall be assumed by the Grantors of the structures or lines causing such extra expense.

Prior to the construction or installation of any new Utilities on the Grantor's Property, the Grantee shall provide the Grantor with a written description of the Utilities that will be constructed or installed and a diagram which shows the general location of where the Utilities will be installed.

The easement granted herein shall burden the Grantor's Property and benefit the Grantee's Property.

The Grantee shall obtain all required permits and approvals required for the improvements located on or in the Easement Area and all work shall be performed in a good and workmanlike manner.

This Agreement shall be binding on and for the benefit of the parties hereto, their heirs, representatives, successors and assigns. The rights granted in this Agreement may be assigned by Grantee in whole or in part.

Executed this 22nd day of March, 2013.

GRANTOR

Delfab, Inc., a Michigan corporation

By: W. Craig Westlund
Its: PRESIDENT

Acknowledged before me in Delta County, Michigan, this 22nd day of March, 2013, by W. Craig Westlund, President, Delfab, Inc., a Michigan corporation.

David L. Harris (Signature)
David L. Harris (Printed)
Notary Public, Delta County, Michigan
My Commission Expires: 3-6-14
Acting in the County of Delta

✓ After Recording Return To:	Prepared By (Without Opinion)
Gladstone Area Schools	Gordon W. VanWieren, Jr., Esq.
Attn: Michael MacFarlane	Thrun Law Firm, P.C.
400 S. 10 th Street	P.O. Box 2575
Gladstone, Michigan 49837-1598	East Lansing, Michigan 48826-2575

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EXHIBIT "A"

Legal Description of Grantor's Property

The following described premises situated in the City of Gladstone, County of Delta, and State of Michigan, to wit:

Part of the SW ¼ of the NE ¼, the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ of Section 21, Township 40 North, Range 22 West, described as follows:

From the East quarter corner of Section 21, Township 40 North, Range 22 West, measure North 0° 09' 50" East along the East line of said Section 21 a distance of 772.0 feet to the Northerly right of way line of Railway Avenue; thence measure 74° 03' West along said Northerly right of way line a distance of 2475.97 feet to the point of beginning of the land herein described; thence North 15° 59' West a distance of 218.45 feet to a point that is 50.0 feet Southerly of and measured at right angles from the centerline of the existing main track of Wisconsin Central Ltd.; thence North 74° 04' 30" East parallel with and 50.0 feet Southerly of said main track centerline a distance of 817.15 feet to the Northerly extension of the Westerly right of way line of 10th Street; thence Northerly along said Westerly right of way line extension of 10th Street to a point that is 25.0 feet Southerly and measured at right angles from the centerline of said main track of Wisconsin Central, Ltd; thence South 74° 04' 30" West parallel with and 25.0 feet Southerly of said main track centerline to a point of intersection of the Southeasterly right of way line of Highway US-2, 41 and M-35 (as said highway right of way is described at Liber 211 of Deeds, Page 223, Delta County Records); thence Southwesterly along said highway right of way line to a point on the Northerly right of way of Railway Avenue; thence North 74° 03' East along said Northerly right of way to the point of beginning.

Excepting the following property:

Part of the Southwest 1/4 of the Northeast 1/4, and part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 40 North, Range 22 West, described as follows:

From the East 1/4 corner of Section 21, Township 40 North, Range 22 West; thence North 0° 00' 13" West along the East line of said Section a distance of 772.00 feet to the North right-of-way of Railway Avenue; thence South 73° 52' 57" West along said right-of-way a distance of 2505.67 feet to the Point of Beginning; thence continue South 73° 52' 57" West along said right-of-way a distance of 541.56 feet to the East right-of-way of Highway U.S.2 41 & M-35; thence North 31° 30' 25" East along said right-of-way a distance of 156.54 feet to the Point of Beginning of a 1362.40 foot radius curve to the right; thence continue along said curve a chord bearing of North 36° 13' 28" East a chord distance of 224.09 feet to a point 25 feet Southerly & measured at right angles from the centerline of the Railroad; thence North 73° 52' 18" East parallel with said centerline a distance of 248.43 feet; thence South 16° 07' 07" East a distance of 242.53 feet to the Point of Beginning.

(Part of) Tax Parcel No. 052-621-010-50

EXHIBIT "B"

Legal Description of Grantee's Property

The following described premises situated in the City of Gladstone, County of Delta, and State of Michigan, to wit:

Part of the Southwest 1/4 of the Northeast 1/4, and part of the Northeast 1/4 of the Southwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 40 North, Range 22 West, described as follows:

From the East 1/4 corner of Section 21, Township 40 North, Range 22 West; thence North 0° 00' 13" West along the East line of said Section a distance of 772.00 feet to the North right-of-way of Railway Avenue; thence South 73° 52' 57" West along said right-of-way a distance of 2505.67 feet to the Point of Beginning; thence continue South 73° 52' 57" West along said right-of-way a distance of 541.56 feet to the East right-of-way of Highway U.S.2 41 & M-35; thence North 31° 30' 25" East along said right-of-way a distance of 156.54 feet to the Point of Beginning of a 1362.40 foot radius curve to the right; thence continue along said curve a chord bearing of North 36° 13' 28" East a chord distance of 224.09 feet to a point 25 feet Southerly & measured at right angles from the centerline of the Railroad; thence North 73° 52' 18" East parallel with said centerline a distance of 248.43 feet; thence South 16° 07' 07" East a distance of 242.53 feet to the Point of Beginning.

(Part of) Tax Parcel No. 052-621-010-50