



## Commercial 40-Year Search

Search From: 07/06/1843

Effective Date: 11/15/2019 8:00AM

**Name:**

Multiple, Flint, MI

**Jurisdiction:** Genesee County, MI

ASK #: 8717045

## Instructions

RR Property

Search for a deed into the railroad will stretch well beyond 40 years. Deeds into a railroad cannot always be guaranteed due to the nature of the legal descriptions and general commonality of unrecorded documents. We will exhaust all resources for a good deed into 40 years, however, this is likely to require a search back to the 1800s

Client is looking into copy needs, CS will advise once confirmed

## Legal Description

No Legal Information Provided

## Abstractor Notes

Please be advised: We make no representation or warranty in this report as to any instruments evidencing interest in oil, gas, and/or mineral rights, or any rights incidental or pertinent thereto.

## Deeds

Quit Claim Deed

**Recorded Date:** 08/06/2002

**Instrument:** 200208060088705

**Remarks:**

Outsale deed from parcel 40-13-276-006 (split combine) (as to Parcel 40-13-278-009)

Deeds recited on this outsale deed, do not pertain to the subject parcels that we are searching

Quit Claim Deed

**Recorded Date:** 01/09/1998

**Liber/Page** 3695/75 **Ref Liber/Page** 49/175

**Remarks:**

from Parcel 41-19-131-021 (outsale)

Deed

**Recorded Date:** 01/18/1989

**Liber/Page** 2346/898

**Remarks:**

As to parcel 41-19-131-021 (outdeed)



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Name:

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ASK #: 8717045

## Deeds

Deed

Recorded Date: 08/27/1982

Liber/Page 1148/346

Remarks:

Out sale deed - As to parcel 41-19-131-021

Right Of Way

Recorded Date: 09/14/1971

Liber/Page 1799/631

Remarks:

As to parcel 41-19-131-021 Out Deed For Highway

Warranty Deed

Recorded Date: 06/29/1971

Liber/Page 1792/969

Remarks:

Outsale deed

Partial Taking for Highway

Recorded Date: 08/07/1967

Liber/Page 1646/765

Remarks:

As to parcel 41-19-131-021

Deed

Recorded Date: 09/13/1957

Liber/Page 1323/358

Remarks:

as to Parcel 40-13-276-014 (outsale deed)

Deed

Recorded Date: 01/04/1949

Liber/Page 1042/386

Remarks:

as to Parcel 40-13-276-014 Outsale Deed

Quit Claim Deed

Recorded Date: 06/30/1948

Liber/Page 2582/582

Remarks:

As to parcel 41-19-131-021 Outsale deed

Warranty Deed

Recorded Date: 12/02/1924

Liber/Page 337/317

Remarks:

As to parcel 41-19-131-021



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Name:

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## Deeds

Warranty Deed

Recorded Date: 03/06/1902

Liber/Page 169/434

Remarks:

As to parcel 41-19-131-021

Warranty Deed

Recorded Date: 02/18/1902

Liber/Page 169/344

Remarks:

As to parcel 41-19-131-021 Part of SE quarter of Section 19

Warranty Deed

Recorded Date: 09/20/1884

Liber/Page 49/175

Remarks:

As to parcel 41-19-131-021 across NW Quarter of Section 19 and Also SE Quarter of Section 19

Warranty Deed

Recorded Date: 01/18/1883

Liber/Page 91/535

Remarks:

As to Parcel 40-13-278-009 (as recited in Notice of Claim 1013/399)

Deed

Recorded Date: 10/04/1880

Liber/Page 107/133

Remarks:

As to parcels 41-19-131-021 and 40-13-278-009 (References Railroad from Flint to Holly)

Warranty Deed

Recorded Date: 09/08/1869

Liber/Page 75/126

Remarks:

As to Parcel 40-13-278-009 (as recited in Notice of Claim 1013/399)

Warranty Deed

Recorded Date: 08/18/1869

Liber/Page 49/162

Remarks:

As to parcel 41-19-131-021 Strip of Land 6 Rods Wide across the NW Quarter of the SE Quarter section 19

Warranty Deed

Recorded Date: 05/19/1869

Liber/Page 75/124



## Commercial 40-Year Search

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Effective Date: 11/15/2019 8:00AM

Name:

Multiple, Flint, MI

Jurisdiction: Genesee County, MI

ASK #: 8717045

## Deeds

Warranty Deed

Recorded Date: 01/12/1866

Liber/Page 56/590

Remarks:

As to Parcel 40-13-278-009 (as recited in Notice of Claim 1013/399

Warranty Deed

Recorded Date: 12/20/1865

Liber/Page 54/225

Remarks:

As to parcel 41-19-131-021

Warranty Deed

Recorded Date: 09/20/1864

Liber/Page 49/375

Remarks:

As to parcel 41-19-131-021

Warranty Deed

Recorded Date: 07/04/1864

Liber/Page 49/293

Remarks:

As to parcel 41-19-131-021 A Strip of land 6 Rods wide across the NW Quarter of the Northwest Quarter of Section 29

Warranty Deed

Recorded Date: 07/04/1864

Liber/Page 49/291

Remarks:

As to parcel 41-19-131-021- A strip of land 6 rods wide across the S part of the S half of the SE quarter of section 19

Warranty Deed

Recorded Date: 05/09/1864

Liber/Page 49/219

Remarks:

As to parcel 41-19-131-021

Warranty Deed

Recorded Date: 05/03/1864

Liber/Page 49/220

Remarks:

As to parcel 41-19-131-021 Strip of land 6 Rods Wide across the SE Quarter of the NW Quarter of Section 29



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**Name:**

Multiple, Flint, MI

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ASK #: 8717045

## Deeds

Warranty Deed

**Recorded Date:** 04/05/1864

**Liber/Page** 49/163

**Remarks:**

As to parcel 41-19-131-021

Warranty Deed

**Recorded Date:** 03/08/1864

**Liber/Page** 49/149

**Remarks:**

As to parcel 41-19-131-021 Strip of land 6 Rods wide across the NE of the SW Quarter of the NW Quarter Section 29

Warranty Deed

**Recorded Date:** 03/08/1864

**Liber/Page** 49/147

**Remarks:**

As to parcel 41-19-131-021

Warranty Deed

**Recorded Date:** 05/03/1844

**Liber/Page** 49/218

**Remarks:**

As to parcel 41-19-131-021

## Mortgage Information

No Records Found.

## Additional Documents

Easement

**Recorded Date:** 10/22/2008

**Instrument:** 200810220072494

**Remarks:**

easement property borders our parcel 40-13-276-014 - sold out by CSX . Attached for your review.



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**Name:**

Multiple, Flint, MI

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ASK #: 8717045

## Additional Documents

Resolution

**Recorded Date:** 06/19/1997

**Liber/Page** 3542/699

**Remarks:**

as to Parcel 40-13-276-014

Easement

**Recorded Date:** 02/18/1993

**Liber/Page** 2488/808

**Remarks:**

Parcel 41-19-131-021 and 40-13-278-009

Easement

**Recorded Date:** 01/04/1991

**Liber/Page** 2415/262

**Remarks:**

Parcel 41-19-131-021

Survey

**Recorded Date:** 04/17/1989

**Liber/Page** 2355/55

**Remarks:**

Part of parcel 41-19-131-021

Resolution

**Recorded Date:** 11/01/1988

**Liber/Page** 2340/90

**Remarks:**

As to parcel 41-19-131-021

Grand Travers South Renewal Area Development Program

**Recorded Date:** 09/20/1972

**Liber/Page** 1834/113

The Doyle Urban Renewal Plan

**Recorded Date:** 10/20/1971

**Liber/Page** 1803/435

Easement

**Recorded Date:** 09/14/1971

**Liber/Page** 1799/637

**Remarks:**

As to parcel 41-19-131-021



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ASK #: 8717045

### Additional Documents

Easement

Recorded Date: 09/14/1971

Liber/Page 1799/634

Remarks:

As to parcel 41-19-131-021

Urban Renewal Development Plan

Recorded Date: 06/11/1971

Liber/Page 1791/410

Easement

Recorded Date: 02/18/1971

Liber/Page 1781/837

Urban Renewal Plan

Recorded Date: 12/06/1969

Liber/Page 1738/217

Resolution

Recorded Date: 11/24/1982

Liber/Page 2150/192 Ref Liber/Page 1738/217

Easement

Recorded Date: 07/21/1966

Liber/Page 1610/497

Vacation of Street

Recorded Date: 04/21/1966

Liber/Page 1601/344

Remarks:

Parcel 40-13-234-012

Easement

Recorded Date: 08/08/1962

Liber/Page 1474/238

Remarks:

Parcel 40-13-234-012

Right-of-Way

Recorded Date: 11/04/1960

Liber/Page 1422/651

Remarks:

As to parcel 41-19-131-021



## Commercial 40-Year Search

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**Name:**

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**Jurisdiction:** Genesee County, MI

ASK #: 8717045

### Additional Documents

Vacation of Street

**Recorded Date:** 06/27/1960

**Liber/Page** 1410/537

**Remarks:**

Parcel 40-13-234-012

Right-of-Way

**Recorded Date:** 07/03/1958

**Liber/Page** 1348/146

Right-of-Way

**Recorded Date:** 07/03/1958

**Liber/Page** 1348/146

**Remarks:**

as to Parcel 40-13-276-014

Resolution

**Recorded Date:** 05/21/1958

**Liber/Page** 1343/516

**Remarks:**

as to Parcel 40-13-276-014

Resolution

**Recorded Date:** 09/13/1957

**Liber/Page** 1323/360

**Remarks:**

as to Parcel 40-13-276-014

Right-of-Way

**Recorded Date:** 08/31/1954

**Liber/Page** 1212/32

NOTICE OF CLAIM

**Recorded Date:** 01/13/1948

**Liber/Page** 1013/399

**Remarks:**

As to parcel 41-19-131-021 And 40-13-278-009 and also other land

Right-of-Way

**Recorded Date:** 08/25/1942

**Liber/Page** 807/104

**Remarks:**

As to parcel 40-13-278-009

Agreement

**Recorded Date:** 08/30/1938

**Liber/Page** 688/377



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### Additional Documents

Easement

**Recorded Date:** 12/17/1928

**Liber/Page** 470/271

**Remarks:**

Parcel 40-13-234-012

Declaration of Taking

**Recorded Date:** 02/02/1865

**Liber/Page** 51/335

**Remarks:**

As to Parcel 40-13-276-014 - To Railroad

Declaration of Taking Page 3 of Deed describes the Property of Stockton's West Addition which lies Westerly of the Railroad route. see maps for our parcel attached.

Declaration of Taking

**Recorded Date:** 07/27/1864

**Liber/Page** 51/121

**Remarks:**

Parcel 40-13-234-012 Stocktons West Addition Block D Lots 7 and 9  
From Thomas B Stockton (ETAL) To Flint and Holly Railroad Company

Declaration of Taking

**Recorded Date:** 06/14/1864

**Liber/Page** 51/66

**Remarks:**

As to parcels 41-19-131-021 and 40-13-278-009 (References Railroad from Flint to Holly)

Declaration of Taking

**Recorded Date:** 07/06/1843

**Liber/Page** 51/97

**Remarks:**

Parcel 40-13-234-012 Stocktons West Addition Block D Lots 7 and 9  
From Maria M Stockton to Flint and Holly RR

Maps

**Remarks:**

Maps Cover railroad as described on parcel 41-19-131-021

Maps are numbered in the order that they run from the North near 12th St- South Easterly down to Hemphill Rd

maps

**Remarks:**

Maps for Parcel 40-13-276-014



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Name:

Multiple, Flint, MI

Jurisdiction: Genesee County, MI

ASK #: 8717045

### Additional Documents

maps

Remarks:

maps for Parcel 40-13-234-012

Maps

Remarks:

Maps for parcel 40-13-278-009



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Name:

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ASK #: 8717045

### Name Searches

Names listed below were searched for judgments and liens:

CSX Trans\*

Chesapeake &\* and\*

-- Bankruptcy search NOT performed

-- Patriot (OFAC) search NOT performed

36476

Instr: 2002000600089705 08/06/2002  
P: 1 of 4 F: \$15.00 11:53AM  
Malvin Phillip McCree T20020027239  
Genesee County Register TC

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 8th day of July, 2002, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and MMG ENTERPRISES, LLC, established November 2001/Michigan, whose mailing address is 3509 Suite A Auburn Road, Auburn Hills, MI 48326, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FORTY TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being at Flint, County of Genesee, State of Michigan, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 3.18 acres, more or less.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

CSX TRANSPORTATION, INC.:

Betty D. Jones  
Betty D. Jones

By: J. Randall Evans  
Print Name: J. Randall Evans  
Print Title: Vice President

Tabatha D. Ramsey  
Tabatha D. Ramsey

Attest: Rachel E. Getersbach (SEAL)  
Print Name: RACHEL E. GETERSBACH

56  
MICHIGAN REAL ESTATE TRANSFER TAX  
DEPT of TAXATION - GENESSEE COUNTY  
08/01/2002 County \$ 46.20  
State \$ 315.00  
Stamp# 117158 Rcpt#339252

GRECO TITLE 15.00

4/3

This instrument prepared by  
or under the direction of:

*William C Basney*

William C. Basney, Esq.  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

Instr: 200208060088705 08/06/2002  
P: 2 of 4 F: \$15.00 11:53AM  
Melvin Phillip McCree T20020027239  
Genesee County Register TC

**RETURN TO:** MMG Enterprises, LLC  
3509 Suite A Auburn Road  
Auburn Hills, MI 48326

STATE OF FLORIDA       )  
                                  ) SS.  
COUNTY OF DUVAL       )

I, Tabatha Ramsey a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came J. Randall Evans, ( ) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: (s)he resides in Jacksonville, Duval County, Florida; (s)he is Vice President, of CSX Transportation, Inc., the corporation described in and which executed said instrument; (s)he is fully informed of the contents of the instrument; (s)he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; (s)he signed his/her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 8th day of July, 200 2.

My commission expires on:

Tabatha Ramsey (SEAL)  
Notary Public  
Print Name: Tabatha Ramsey



Tabatha Ramsey  
My Commission DD036445  
Expires June 25, 2005

EXHIBIT A

Description of property at: Flint, County of Genessee, State of Michigan  
To: MMG Enterprises, LLC  
CSXT Deed File No.: 2002-2422-LDO

  
Instr: 200208060088705 08/06/2002  
P: 3 of 4 F: \$15.00 11:53AM  
Melvin Phillip McCree T20020027239  
Genesee County Register TC

A parcel of land being part of Stockton's West Addition, as recorded in Liber 8, Page 428, as transcribed in Book 1 of Plats, Page 4, Genesee County Records, and also part of un-platted land in Section 8, plat of Sections 2, 3, 4, 5, 6, & 8, being part of the Reserve at and near the Grand Traverse on the Flint River, in the City of Flint, Genesee County, Michigan, described as follows: Commencing-at the Southeast corner of Block C of said Stockton's West Addition, said point also being the intersection of the Westerly right of way line of Grand Traverse Street (66.00 feet wide) and the Northerly right of way line of First Street (66.00 feet wide); thence S60 °40'00"W 132.00 feet along said Northerly right of way line to the Southeasterly corner of Lot 6, Block C of said Stockton's West Addition for a Point of Beginning; thence continuing S60 °40'00"W 264.00 feet along said right of way line to the Westerly right of way of Ann Arbor Street (66.00 feet wide); thence S29 °19'00"E 33.00 feet; thence S60 °40'00"W 174.59 feet; thence N29°27'52"E (recorded as S29 °20'00"W) 54.61 feet; thence N60 °32'08"W (recorded as S60 °40'00"E) 40.62 feet; thence S52 °47'52"W (recorded as S52 °40'00"W) 262.60 feet; thence S44 °06'52"W (recorded as S43 °59'00"W) 193.56 feet; thence N25°52'08"W (recorded as N26 °00'00"W) 27.11 feet; thence N37 °31'52"E (recorded as N37°24'00"E) 80.80 feet; thence N02 °24'52"E (recorded as N02 °17'00"E) 32.66 feet; thence N51 °38'22"E (recorded as N51 °30'30"E) 219.33 feet; thence N30 °22'00"W 279.40 feet (recorded as N29°24'10"W 279.36 feet) to the Southerly right of way line of Kearsley Street (66.00 feet wide); thence N60 °47'52"E 25.86 feet (recorded as N60 °40'00"E 23.00 feet) along said right of way line; thence S29 °05'00"E (recorded as S29 °18'30"E) 76.96 feet to the Southwest building corner of 501 Kearsley Street; thence the following four courses along the southerly building line of said 501 Kearsley, N60 °55'41 "E 40.00 feet (recorded as N60 °38'00"E 41.25 feet), N72 °18'39"E 46.50 feet (recorded as N71°51'00"E 46.61 feet), N67 °17'51 "E 43.09 feet (recorded as N66 °56'00"E 43.10 feet), and N60°58'22"E (recorded as N60 °40'00"E) 169.12 feet to the centerline of abandoned Ann Arbor Street; thence S29°19'00"E 77.55 feet along said centerline; thence N60°43'56"E 299.04 feet to the Southerly right of way line of the abandoned CSX Railroad; thence S28°12'28"W 80.65 feet along said Southerly right of way line to the Easterly lot line of Lot 6, Block C of said Stockton's West Addition; thence S29°19'00"E 125.65 feet along said lot line to the Point of Beginning, containing 3.18 acres (138,662 sq ft), of land, subject to any easements of record.

Part of Parcel No.'s 10-13-276-006, 10-13-278-001, 10-13-278-008

BEING more particularly shown on plat of survey dated June 11, 2002 prepared by Daniel Feenstra, Professional Land Surveyor Number 46661, Landtech, 29000 Inkster Road, Suite 120 Southfield, MI 48034 incorporated herein by reference.

BEING a portion of the property acquired by predecessor(s) of Grantor, by the following instruments, recorded among the Public Land Records of Genessee County, Michigan:

<u>Railroad</u>	<u>Acquired From</u>	<u>Date of Instrument</u>	<u>Book</u>	<u>Page</u>
F & H RR Co	Daniel Freeman, et ux et al	11-18-1864	LIB56	589
F & H RR Co	Artemas Thayer, et ux et al	11-18-1864	LIB56	588
F & H RR Co	Mary Kennedy	1-5-1867	LIB54	606
F & PM RR Co	Arthur C. McCall et ux	3-22-1884	LIB117	222
PM RR Co	City Council of Flint	6-23-1890	Council Minutes	
F & H RR Co	Alvin C. Hitchcock, et ux	8-25-1867	LIB54	491
F & H RR Co	Henry C. Crapo, et ux	8-13-1867	LIB667	6
F & H RR Co	Matthew Smythe, et ux	12-4-1866	LIB63	41
F & H RR Co	James B. Walker, et ux	1-11-1867	LIB54	612
F & PM RR Co	Thomas B W Stockon, et ux	12-2-1870	LIB77	602

F & H RR Co = Flint and Holly Railroad Company

F & PM RR Co = Flint and Pere Marquette Railroad Company

PM RR Co = Pere Marquette Railroad Company

Effective September 2, 1868, the **Flint and Holly Railroad Company** consolidated with Flint and Pere Marquette Railway Company under the name of the Flint and Pere Marquette Railway Company. The Flint and Pere Marquette Railway Company went into the hands of a Receivership on June 27, 1879, sold at the Receivership's sale on August 13, 1880 and reorganized on August 31, 1880 as the Flint and Pere Marquette Railroad Company. Effective November 1, 1899, the Flint and Pere Marquette Railroad Company, the Detroit, Grand Rapids and Western Railroad Company and Chicago and West Michigan Railway Company consolidated and reorganized, with the name of the surviving corporation changed to the Pere Marquette Railroad Company. The Pere Marquette Railroad Company reorganized on April 1, 1917 into the Pere Marquette Railway Company. By Articles of Merger dated June 6, 1947 the Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company. Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.

Effective November 1, 1899, the **Flint and Pere Marquette Railroad Company**, the Detroit, Grand Rapids and Western Railroad Company and Chicago and West Michigan Railway Company consolidated and reorganized, with the name of the surviving corporation changed to the Pere Marquette Railroad Company. The Pere Marquette Railroad Company reorganized on April 1, 1917 into the Pere Marquette Railway Company. By Articles of Merger dated June 6, 1947 the Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company. Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.

The **Pere Marquette Railroad Company** reorganized on April 1, 1917 into the Pere Marquette Railway Company. By Articles of Merger dated June 6, 1947 the Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company. Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.

Instr: 200208060088705 08/06/2002  
P: 4 of 4 F: \$15.00 11:53AM  
Melvin Phillip McCree T20020027239  
Genesee County Register TC

This instrument prepared by  
or under the direction of:

*William C Basney*  
William C. Basney, Esq.  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

RECORDED  
REC-3  
JAN 9 10 40 AM '96

1995-00406-MAH  
V:\DDS95\00406.MAM

GENESEE

THIS QUITCLAIM DEED, made this 8th day of February, 1996,  
between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address  
is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor",  
and STREAT FUEL COMPANY, whose mailing address is 800 Erie Street, Flint,  
Michigan 48507, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and  
"Grantee" may be construed in the singular or plural as  
the context may require or admit, and for purposes of  
exceptions, reservations and/or covenants, shall include  
the heirs, legal representatives and assigns of  
individuals or the successors and assigns of  
corporations.)

THAT Grantor, for and in consideration of the sum of TWENTY THOUSAND AND  
NO/100 DOLLARS (\$20,000.00), to it in hand paid by Grantee, the receipt of which  
is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto  
Grantee, its successors and assigns, all right, title and interest of Grantor,  
if any, in and to that certain tract or parcel of land situate, lying and being  
at Flint, County of Genesee, State of Michigan, hereinafter designated "the  
Premises," more particularly described in Exhibit A, attached hereto and  
incorporated herein, and containing 59,021 square feet, more or less.

RESERVING unto Grantor, its successors and assigns, a perpetual fiber optic  
easement, fifteen (15) feet in width, in, over, under and along the entire  
Premises, to construct, maintain, operate, use, replace, relocate, renew and  
remove a fiber optic communication system, consisting of cables, lines, or  
facilities beneath the surface of the Premises and all ancillary equipment or  
facilities (both underground and surface), and the rights to attach the same to  
existing bridges or poles on the Premises, and such surface rights necessary to  
accomplish the same; TOGETHER WITH the further right to assign said reserved  
fiber optic easement, rights and facilities, in whole or in part, and to lease,  
license or permit third parties to use said reserved fiber optic easement, rights  
and facilities; PROVIDED that the exercise of such rights does not unreasonably  
interfere with the safe and efficient use of the Premises, or any improvements  
thereon, by Grantee.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien,  
interest and claim whatsoever of Grantor therein, either in law or equity, and  
all improvements thereon and appurtenances thereto, unto the proper use, benefit  
and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns,  
forever.

RECEIVED MAIL ESTATE TRANSFER TAX  
DEPT. OF TREASURY - GENESSEE COUNTY  
01/09/96 County \$ 32.00  
State \$ 150.00  
Stamp 61063 Rcpts 84035 8

2130

41600  
GRECO TITLE

no file

- 2 -

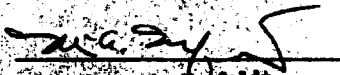
Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad operating property drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said railroad operating property or upon other adjacent lands and facilities of Grantor.

Said covenant(s) shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.


IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

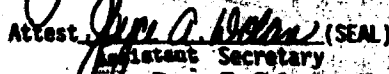
Signed, sealed and delivered  
in the presence of:

  
Maria A. Neufeldt

  
Robert E. Neelton

CSX TRANSPORTATION, INC.:

By   
ASSISTANT VICE PRESIDENT  
JOHN L. COLEMAN

Attest  (SEAL)  
Assistant Secretary  
Joyce E. Dolan

- 3 -

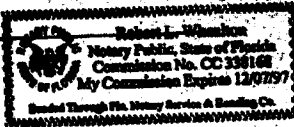
STATE OF FLORIDA )  
COUNTY OF DUVAL ) SS.

I, Robert L. Wheaton, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came JOHN L. COLEMAN, (✓) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is ASSISTANT VICE PRESIDENT of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 8th day of February, 1996.

My commission expires on:

Robert L. Wheaton (SEAL)  
Notary Public  
Print Name:



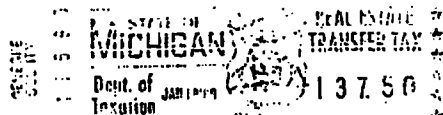
Description of property at: Flint, County of Genesee, MI  
To: Streat Fuel Company  
CSXT Deed File No.: 1995-00406-MAM

PART OF GOVERNMENT LOT 1, FRACTIONAL SECTION 19, T7N, R8E, CITY OF FLINT, GENESSEE COUNTY, MICHIGAN, AND FURTHER DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE S'LY RIGHT OF WAY OF TWELFTH STREET AND THE W'LY RIGHT OF WAY OF FORMER PERE MARQUETTE RAILROAD; THENCE N48° 37'02" E, 100.31 FT. ALONG THE S'LY RIGHT OF WAY OF TWELFTH STREET; THENCE S36°49'00" E, 194.89 FT. ALONG THE E'LY RIGHT OF WAY OF FORMER PERE MARQUETTE RAILROAD TO THE P.G. OF A TWO DEGREE CURVE TO THE LEFT; THENCE ON A CHORD OF S40°57'35" E, 399.50 FT. TO ITS INTERSECTION WITH THE N'LY RIGHT OF WAY OF GRAND TRUNK WESTERN RAILROAD; THENCE S55°20'02" W, 101.62 FT. ALONG THE N'LY RIGHT OF WAY OF GRAND TRUNK WESTERN RAILROAD TO ITS INTERSECTION WITH THE W'LY RIGHT OF WAY OF THE FORMER P.M.R.R.; THENCE ON A TWO DEGREE CURVE TO THE RIGHT A CHORD OF N40°46'33" W, 395.59 FT. TO P.T. OF CURVE; THENCE N36°49'00" W, 186.90 FT. ALONG THE FORMER P.M.R.R. W'LY RIGHT OF WAY TO ITS INTERSECTION WITH THE S'LY LINE OF TWELFTH ST. AND POINT OF BEGINNING. CONTAINING 59,021 SQ. FT.

BEING more particularly shown on plat of survey dated November 1, 1995 prepared by Richard H. Kraft, Professional Land Surveyor Number 10064, 409 West Seventh Street, Flint, Michigan, 48503 incorporated herein by reference.

BEING a portion of the property acquired by Flint and Holly Railroad Company, a predecessor of Grantor, from William Paterson, et ux, by deed dated February 19, 1864, recorded among the Public Land Records of Genesee County, Michigan, in Book 49, Page 175.

Effective September 2, 1868, the Flint and Holly Railroad Company consolidated with Flint and Pere Marquette Railway Company under the name of the Flint and Pere Marquette Railway Company. The Flint and Pere Marquette Railway Company went into the hands of a Receivership on June 27, 1879, sold at the Receivership's sale on August 13, 1880 and reorganized on August 31, 1880 as the Flint and Pere Marquette Railroad Company. Effective November 1, 1899, the Flint and Pere Marquette Railroad Company, the Detroit, Grand Rapids and Western Railroad Company and Chicago and West Michigan Railway Company consolidated and reorganized, with the name of the surviving corporation changed to the Pere Marquette Railroad Company. The Pere Marquette Railroad Company reorganized on April 1, 1917 into the Pere Marquette Railway Company. By Articles of Merger dated June 5, 1947 the Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company. Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.



002346 148898

EXHIBIT A

Description of property at: Flint, Michigan  
To: G. William Zacharias  
Deed File No.: 26049-001-999-GJK

TWP. SEC. BLOCK PARCEL CT.  
25. 11 19 480 004 9  
REAL ESTATE INDEX NUMBER

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 19, T7N-R7E, City of Flint, Genesee County, Michigan, described as follows: Commencing at the SE Corner of Section 19; thence S 89°37'00" W along the South line of Section 19, a distance of 368.85 feet to its intersection of the West line of Pere Marquett Railroad Right-of-Way line; thence N 45°23'00" W along said Railroad Right-of-Way line 56.80 feet to the North line of Atherton Road and POINT OF BEGINNING of this description; thence S 89°37'00" W along said North line of Atherton Road parallel with said South line of Section 19 a distance of 189.69 feet; thence N 47°59'34" W 87.51 feet (previously recorded N 47°43'00" W 87.20 feet) thence S 89°37'00" W 43.05 feet to a point on the East line of S. Saginaw Street; thence N 09°33'47" W along said East line of S. Saginaw Street a distance of 288.01 feet to said West line of Pere Marquett Railroad Right-of-way; thence S 45°23'00" E along said Railroad Right-of-way a distance of 485.53 feet to the Point of Beginning; Containing 1.04 Acres of land.

BEING all or part of the same property acquired by Grantor, or its predecessor, from Leonard Wesson, et ux, recorded in Liber 49, Page 291, and from William Atwood, et ux, by deed dated February 18, 1902, recorded in Liber 169, Page 434, among the Public Land Records of Genesee County, Michigan.

1-13-89  
I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid in full prior to the date of this instrument.

William P. Barkley

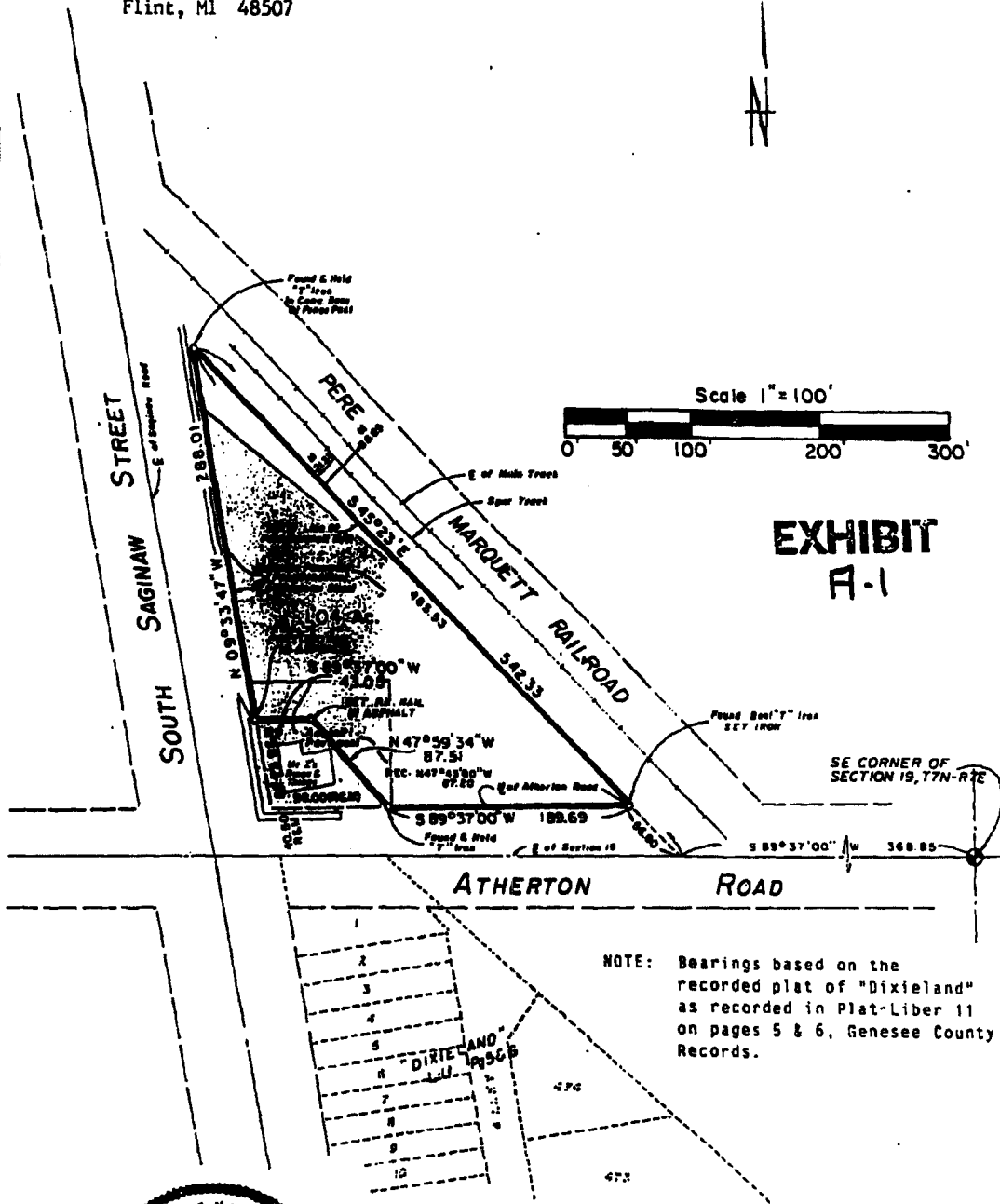
Parcel # 11 - 19 - 480 - 004 9  
I hereby certify that all taxes and/or fees payable to the City Treasurer have been paid. This does not include water bills. This certification is for recording purposes and does not relieve the taxpayer of responsibility for payment of any taxes or fees due to clerical error.

MA Yorkley, nlp 1-13-89

# CERTIFICATE OF SURVEY

DEED LIBER 2346 PAGE 899

FOR: MR. G. WILLIAMS ZACHARIAS  
3725 S. Saginaw Street  
Flint, MI 48507



**CORNERSTONE**  
**Surveying & Engineering Inc.**  
212 Silver Lake Road  
Fenton, Michigan 48430  
Ph. 313-750-0100 & 743-3770

I hereby certify that this survey was prepared by me or under my direct supervision, that I am a duly Registered Land Surveyor under the laws of the State of Michigan, that this survey complies with the requirements of Section No. 3, P.A. No. 132 of 1970, and that the error of closure is no greater than 1 in 280,000. The ratio of closure of the unadjusted field observations of this survey is 1/280,000.

GILBERT G. BONNO LS 32332

Date:

Scale:

Drawn By:

Field:

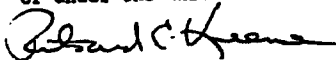
Checked By:

2/7

0112346 T.M.I. 9001

This instrument prepared by  
or under the direction of:

26049-001-999-GJK  
PS\338347G.KCP



RICHARD C. KEENE  
SENIOR COUNSEL

Attorney for Grantor  
Business Address:  
500 Water Street  
Jacksonville, Florida 32202

THIS DEED, made this 21<sup>st</sup> day of December, 1988, between CSX TRANSPORTATION, INC., a Virginia corporation, successor by Articles of Merger effective September 2, 1987 to The Chesapeake and Ohio Railway Company, in turn successor by Articles of Merger dated June 6, 1947 to the Pere Marquette Railway Company, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor," and G. WILLIAM ZACHARIAS, whose mailing address is 3725 South Saginaw Street, Flint, Michigan 48507, hereinafter called "Grantee"; WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, his heirs, legal representative and assigns, that certain tract or parcel of land situate, lying and being at Flint, County of Genesee, State of Michigan, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 1.04 acres, more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining.

EXCEPTING unto Grantor all oil and gas, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor and its Lessees, to remove the same; however, Grantor will not drill or permit drilling on the surface of the Premises without written consent of Grantee.

24490

- 2 -

RESERVING unto Grantor an easement fifteen (15) feet in width along and/or across the Premises, to construct, maintain, operate, use, replace, relocate, renew and remove fiber optic communication cables, lines or facilities beneath the surface of the Premises, and all ancillary equipment or facilities (both underground and surface), or to attach the same to existing bridges or poles on the Premises; TOGETHER WITH the further rights to assign the reserved easement, rights and facilities, in whole or in part, and to lease, license or permit third parties to do so; PROVIDED that the exercise of such right does not unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

TO HAVE AND TO HOLD the said Premises unto Grantee, Grantee's heirs and assigns or successors and assigns, in fee simple forever.

SUBJECT to reservations, exceptions and restrictions of record, all existing public utilities, all encroachments, existing ways and servitudes, howsoever created, determinable by a proper survey or by an inspection of the Premises, Grantor hereby WARRANTS that the Premises are free from encumbrances, that it is seized of said Premises in fee, and that it will forever defend all and singular said Premises unto Grantee against claims of or by Grantor and all other persons lawfully claiming or to claim the same or any part thereof, by, through or under Grantor.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage in such a manner as to not impair existing railroad right-of-way drainage nor redirect or increase the quantity or velocity of any surface water runoff or streams into said drainage or upon the right-of-way or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said right-of-way or upon other lands and facilities of Grantor.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not: be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the line of the Premises which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad right-of-way. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining right-of-way.

Said covenant(s) shall run with title to Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

Robert L. Whipple

David M. Yarnall

CSX TRANSPORTATION, INC.:

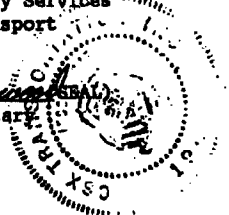
By

J. L. Kiesler  
J. L. Kiesler  
Vice President-Property Services  
CSX Rail Transport

Attest

David M. Yarnall  
Assistant Secretary

Filed as to  
Legal Form



2346 1ALF 903

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF DUVAL )

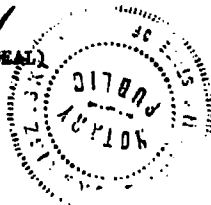
I, MARCE L. GARRISKESE, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County personally came J. L. Kiesler, to me known, and known to me to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did depose, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is Vice President-Property Services, CSX Rail Transport, of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to such authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 2nd day of December, 1988.

My commission expires on:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires May 16, 1992  
Bonded thru Patterson - Becht Agency

Notary Public



Return to:

General title

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JAN 18 3 20 PM '89  
RECEIVED  
FLINT MICHIGAN

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THIS INDENTURE, made this 6th day of August, in the year of our Lord one thousand nine hundred fifty-two (1952), between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, party of the first part, and the CITY OF FLINT, a municipal corporation of the State of Michigan, whose post office address is City Hall, Flint 3, Michigan, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of FIFTY DOLLARS (\$50.00), to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIT CLAIM unto the said party of the second part, and to its successors and assigns, Forever, all that certain piece or parcel of land situate and being in the City of Flint, County of Genesee and State of Michigan, described as follows, to-wit:

REGISTER OF DEEDS

AUG 27 4 22 PM '52

GENESEE COUNTY

A triangular parcel of land lying in the northeast quarter of the northeast quarter of Section 30, Township 7 North, Range 7 East, bounded northerly by Atherton Road, bounded southwesterly by the plat of Dixieland and bounded easterly by a line running 150 feet east of and parallel to the east line of Saginaw Street, containing an area of 420 square feet, more or less.

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

IN WITNESS WHEREOF, the said The Chesapeake and Ohio Railway Company, party of the first part, has caused these presents to be signed in its name by its Vice President and General Manager, attested by its Assistant Secretary and sealed with its corporate seal, the day and year first above written.

Signed, sealed and delivered in the presence of

H. H. Cronk

H. H. Cronk, Vice President and General Manager

W. L. Williams

Allan G. Leja, Atty. Secy

STATE OF MICHIGAN ) SS.  
COUNTY OF WAYNE )

On this 6th day of August, in the year of our Lord one thousand nine hundred fifty-two (1952), before me, a Notary Public in and for said county, appeared H. H. Cronk and Allan G. Leja, to me personally known, who being by me duly sworn, did each for himself say that they are, respectively, Vice President and General Manager, and Assistant Secretary of The Chesapeake and Ohio Railway Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. H. Cronk acknowledged said instrument to be the free act and deed of said corporation.

Sharon Hampton

Lee G. G. G.

Q. L. G.

Q. L. G.

18644

AUG 27 '52

Notary Public, Wayne County, Michigan

Notary Public, Wayne County, Michigan

My commission expires Nov. 23, 1952

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, whose post office address is One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan 48075, QUITCLAIMS to MICHIGAN STATE HIGHWAY COMMISSION, a public body corporate of the State of Michigan, whose post office address is Lansing, Michigan 48904, all those certain pieces or parcels of land, containing an aggregate area of 2.17 acres, more or less, situate and being in the City of Flint, County of Genesee, and State of Michigan described as follows:

## Parcel No. 1:

All that part of the east 12.5 feet of following described Tract "A" lying south of the north right-of-way line of the north bound service road of Highway I-475.

ALSO all right, title, and interest of said The Chesapeake and Ohio Railway Company in and to all that part of west 12.5 feet of said Tract "A" lying south of the north right-of-way line of said north bound service road.

TOGETHER WITH all materials of every name, nature, and description in 590 lineal feet of railroad track on said above-described lands.

The lands described above containing an area of 0.32 acre, more or less.

## TRACT "A":

A strip of land 25 feet wide in the southeast quarter (SE1/4) of Section 19, Township 7 North, Range 7 East, City of Flint, Genesee County, Michigan, being 12.5 feet on each side of a center line which is the easterly boundary of lands conveyed by Edwin W. Atwood and wife to Stanley R. Bailey on August 6, 1932, to Norman Sorscher on November 10, 1934, and to Air Reduction Sales Company on November 15, 1937; said center line being more particularly described as follows: Commencing at a point in the north-and-south quarter (NS1/4) line of said Section 19 which is 2,175.60 feet north of the south quarter corner of said section; thence east at right angles a distance of 40 feet; thence deflecting to the right by an angle of 53 degrees and 09 minutes for a distance of 232.11 feet to a point which is the point of beginning; thence deflecting to the right by an angle of 29 degrees and 51 minutes for a distance of 600.33 feet; thence deflecting to the right by an angle of 7 degrees for a distance of 371 feet to a point which is 252.5 feet east of the north-and-south quarter line of said Section 19.

The north right-of-way line of north bound service road of Highway I-475 is described as follows: Commencing at the northwest corner of Lot 852 of NEWCOMBE PLACE NO. 2, thence south 88 degrees 54 minutes 29 seconds west, along the north line of said NEWCOMBE PLACE NO. 2, according to the plat thereof recorded in Liber 12 of Plats, page 3, Genesee County Records, 40 feet to the north-and-south quarter (NS1/4) line of Section 19, Township 7 North, Range 6 East, Michigan; thence north 01 degrees 54 minutes 07 seconds west, along the north-and-south quarter (NS1/4) line of said Section 19, 1,338.62 feet; thence north 88 degrees 05 minutes 53 seconds east 37 feet; thence south 01 degree 54 minutes 07 seconds east 100 feet to the true point of beginning and the point of curvature of a curve to the left, radius 257.84 feet (long chord bearing south 40 degrees 09 minutes 24 seconds east and long chord length 319.28 feet); thence southeasterly, along the arc of said curve, 344.30 feet to the point of tangent of said curve; thence south 78 degrees 24 minutes 41 seconds east 146.81 feet to the point of ending.

GUARANTY TITLE COMPANY

SEPT 14 71 DEED 1799 P 1

SEPT 14 71 DEED 1799 P

Parcel No. 2:

A part of northwest quarter (NW1/4) of southeast quarter (SE1/4) of Section 19, Township 7 North, Range 7 East, Michigan, described as follows: Commencing at the intersection of the north-and-south quarter (NS1/4) line of Section 19, Township 7 North, Range 7 East, and the east-and-west quarter (EW1/4) line of said section, said intersection being 33 feet east of the northeast corner of the Deming Road Addition to the City of Flint, according to the plat thereof recorded in Liber 5 of Plats, page 34, Genesee County Records; thence south on said north-and-south quarter (NS1/4) line, 224.9 feet; thence deflecting to the left 47 degrees 46 minutes 345.89 feet; thence deflecting to the left 5 degrees 11 minutes 488 feet; thence deflecting to the left 46 degrees 00 minutes, 270.25 feet; thence south 29 degrees 04 minutes 48 seconds east 40 feet to true point of beginning; thence south 46 degrees 32 minutes 31 seconds west, along northwesterly limited access right-of-way line of Highway I-475, 292.81 feet to a point 49.5 feet northeasterly from, measured at right angles to, the survey center line of The Chesapeake and Ohio Railway Company's main track; thence south 46 degrees 06 minutes 51 seconds east, parallel with and 49.5 feet distant northeasterly from said main track, 329.44 feet to the southeasterly limited access right-of-way line of Highway I-475; thence north 43 degrees 34 minutes 44 seconds east, along said southeasterly limited access right-of-way line, 195.94 feet to the northeasterly property line of The Chesapeake and Ohio Railway Company; thence north 29 degrees 02 minutes 15 seconds west, along said northeasterly property line, 125.72 feet; thence continuing along said northeasterly property line north 29 degrees 04 minutes 48 seconds west 203.57 feet to the point of beginning.

ALSO a part of northwest quarter (NW1/4) of southeast quarter (SE1/4) of said Section 19, described as follows: Commencing at the intersection of the north-and-south quarter (NS1/4) line of Section 19, Township 7 North, Range 7 East, and the east-and-west quarter (EW1/4) line of said section, said intersection being 33 feet east of the northeast corner of the Deming Road Addition to the City of Flint, according to the plat thereof recorded in Liber 5 of Plats, page 34, Genesee County Records; thence south, on said north-and-south quarter (NS1/4) line, 224.9 feet; thence deflecting to the left 47 degrees 46 minutes 345.89 feet; thence deflecting to the left 5 degrees 11 minutes 488 feet; thence deflecting to the left 46 degrees 00 minutes 270.25 feet; thence south 29 degrees 04 minutes 48 seconds east 40 feet to true point of beginning; thence south 46 degrees 32 minutes 31 seconds west 15.44 feet; thence north 43 degrees 27 minutes 29 seconds west 10.00 feet; thence north 46 degrees 32 minutes 31 seconds east 18.00 feet; thence south 29 degrees 04 minutes 48 seconds east 10.32 feet to point of beginning.

ALSO a part of northwest quarter (NW1/4) of southeast quarter (SE1/4) of said Section 19, described as follows: Commencing at the intersection of the north-and-south quarter (NS1/4) line of Section 19, Township 7 North, Range 7 East, and the east-and-west quarter (EW1/4) line of said section, said intersection being 33 feet east of the northeast corner of the Deming Road Addition to the City of Flint, according to the plat thereof recorded in Liber 5 of Plats, page 34, Genesee County Records; thence south, on said north-and-south quarter (NS1/4) line, 224.9 feet; thence deflecting to the left 47 degrees 46 minutes 345.89 feet; thence deflecting to the left 5 degrees 11 minutes 488 feet; thence deflecting to the left 46 degrees 00 minutes 270.25 feet; thence south 29 degrees 04 minutes 48 seconds east 243.57 feet; thence south 29 degrees 02 minutes 15 seconds east 125.72 feet; thence south 43 degrees 34 minutes 44 seconds east 18 feet to true point of beginning; thence south 46 degrees 25 minutes 16 seconds east 10 feet; thence south 43 degrees 34 minutes 44 seconds east 10 feet; thence north 46 degrees 25 minutes 16 seconds west 10 feet; thence north 43 degrees 34 minutes 44 seconds east 10 feet to point of beginning.

The lands described above containing an area of 1.85 acres, more or less.  
TOGETHER WITH all right of ingress and egress, if any there be, to, from, and between Highway I-475 to be constructed on the above-described Parcel No. 2 and the remaining lands of said The Chesapeake and Ohio Railway Company.  
together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, for the sum of Thirty-two Thousand Three Hundred Six Dollars (\$32,306).

Dated, this 2nd day of September, A. D. 1971.

In the presence of:

R. D. Clark  
R. D. Clark

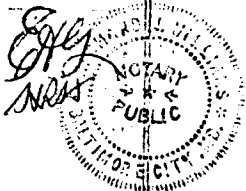
THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
By J. R. Hickman  
J. R. Hickman, General Manager - Real Estate

R. S. Sullivan  
R. S. Sullivan

ATTEST: E. C. Martin  
E. C. Martin, Assistant Secretary

STATE OF MARYLAND )  
 ) ss.  
City of Baltimore )

On this 2nd day of SEPTEMBER, A. D. 1971, before me, a Notary Public in and for said City, personally appeared J. R. Hickman and E. C. MARTIN, to me personally known, who, being by me duly sworn did each for himself say that they are, respectively, General Manager - Real Estate and ASSISTANT SECRETARY of The Chesapeake and Ohio Railway Company, the corporation named in and which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said J. R. Hickman acknowledged said instrument to be the free act and deed of said corporation.



Richard J. Williams  
Richard J. Williams  
Notary Public, City of Baltimore, Maryland

My commission expires JULY 1, 1974

GENESEE COUNTY  
FLINT, MICHIGAN

SEP 14 AM 9:53

REGISTER OF DEEDS

RECORDED

Drafted by:  
Edward H. Goodman  
Attorney at Law  
Business address:  
407 One Northland Plaza  
20755 Greenfield Road  
Southfield, Michigan 48075

33467

RET. TO:  
STATE HWY. DEPT.  
55 MORLEY DR.  
SAGINAW, MICH. 48601  
ATTN: C. J. ROY

GUARANTY TITLE COMPANY

SEPT 14 1971 DEED 1799 P

4127  
JUN-29-71 45155 • 10-LSI

REAL ESTATE  
TRANSFER TAX  
13.75  
STATE OF MICHIGAN  
Dept of Justice  
Taxation  
687880  
GENESEE COUNTY

LIBER 1792 PAGE 969

WARRANTY DEED

PERMANENT PARCEL NUMBER  
25-10-13-254-006  
CO TWP SEC BLK PARCEL  
CLARK PLINT CITY TOWNSHIP  
REV 11.0

KNOW ALL MEN BY THESE PRESENTS: That THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, whose post office address is One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan 48075, Grantor, Conveys and Warrants to GENERAL MOTORS CORPORATION, a Delaware corporation, whose post office address is 3044 West Grand Boulevard, Detroit, Michigan 48202, Grantee, and to its successors and assigns, all those certain pieces or parcels of land situate and being in the City of Flint, County of Genesee, and State of Michigan, described as follows:

Part of Section 8 of Indian Reservation of Eleven Sections at and near the Grand Traverse on the Flint River described as beginning at a point on the approximate centerline of Thread Creek which is North 61 degrees 01 minute East, 834.90 feet and South 41 degrees 43 minutes East, 131.30 feet and South 31 degrees 30 minutes 30 seconds East, 92.67 feet from the Northwest corner of said Block 2; thence North 58 degrees 27 minutes 42 seconds East, 275.24 feet; thence south 29 degrees 24 minutes 10 seconds East, 20.02 feet; thence South 58 degrees 27 minutes 42 seconds West, 274.30 feet; thence North 31 degrees 30 minutes 30 seconds West 20.0 feet to the place of beginning; containing an area of 0.126 acre, more or less.

TOGETHER WITH all right, title, and interest of the Grantor in and to the following described property:

Part of Block 2 of the recorded plat of West Flint, City of Flint, Genesee County, Michigan, described as beginning at a point on the approximate centerline of Thread Creek which is North 61 degrees 01 minute East 834.90 feet and South 41 degrees 43 minutes East 131.03 feet and South 31 degrees 30 minutes 30 seconds East 82.67 feet from the Northwest corner of said Block 2; thence South 31 degrees 30 minutes 30 seconds East 40.0 feet along said center line; thence South 58 degrees 29 minutes 30 seconds West 95.0 feet; thence North 4 degrees 56 minutes 30 seconds West 44.72 feet; thence North 58 degrees 29 minutes 30 seconds East 75.0 feet to the point of beginning, containing 3400.00 square feet or 0.07805 acres; meaning and intending to convey to Grantee all of Grantor's right, title, and interest in and to a certain Easement heretofore reserved to Grantor by Deeds recorded in Liber 1639, Pages 596 to 599, and Liber 1639, Pages 591 to 595, Genesee County Records.

TOGETHER WITH all right, title and interest of Grantor in and to railroad bridge structure, bridge abutments, and appurtenances thereto now existing on the above described parcels and together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; EXCEPTING railroad track and appurtenances thereto.

OFFICE OF Flint, Mich. 6-29-71  
Treasurer of Genesee County  
I hereby certify that there are no Tax Liens or Title held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. The sureties on this return are not liable for collection.  
James B. Darity, Jr. County Treasurer

RECORDED  
REGISTER OF DEEDS

JUN 29 71 DEED 1792 P 1

964

~~SECRET~~

1792 PAGE 970

INCLUDING all strips and gores of land within and adjoining the lands described and claimed by Grantor, TOGETHER WITH all right, title and interest in Thread Creek.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, for the sum of Twelve Thousand Five Hundred Dollars (\$12,500); subject to the right of public use, if any, in Thread Creek, and subject to easements and restrictions of record, if any.

Dated, this 15th day of June, A. D. 1971.

**In the presence of:**

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Albert W. Clements, Jr.

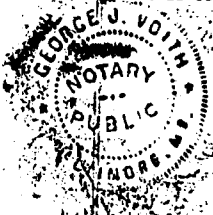
By R. C. McGowan, VICE PRESIDENT

R. S. Sullivan  
R. S. Sullivan

ATTEST: E. C. Martin  
E. C. Martin, Assistant Secretary

STATE OF MARYLAND )  
 ) ss.  
City of Baltimore )

On this 15<sup>th</sup> day of June, A. D. 1971, before me, a Notary Public in and for said city, personally appeared R.C. Mc Bowman and J.C. Martin, to me personally known, who, being by me duly sworn, did each for himself say that they are, respectively, a Vice President and Asst. Secretary of The Chesapeake and Ohio Railway Company, the corporation named in and which executed the within instrument; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said R.C. Mc Bowman acknowledged said instrument to be the free act and deed of said corporation.



*George J. Voith*  
George J. Voith  
Notary Public, City of Baltimore, Maryland

My commission expires

July, 1974

Drafted by:  
Edward H. Goodman  
Attorney at Law  
Business address:  
407 One Northland Plaza  
20755 Greenfield Road  
Southfield, Michigan 48075

3.00

GENESEE COUNTY  
FLINT, MICHIGAN

22192

04:01 MY. 62 MON. 12. GUARANTY TITLE COMPANY

40. FILED, Mich June 29 197  
I hereby certify that all City bonds and Special Assess-  
ment School bonds are the property herein deposited, which are de-  
posited payable under the City Charter, have been paid. The de-  
posited liabilities and water bills.  
E. G. Sherwood  
Val City Treasurer

JUN 29 71

DEED 1792 P

1646 MCE 765

Form 627  
(Rev. 1/48)MICHIGAN STATE HIGHWAY DEPARTMENT  
QUIT-CLAIM DEED - (Partial Take) - to the Michigan State Highway Commission

THIS INDENTURE, Made this 19th day of MAY  
to the year of our Lord one thousand nine hundred SIXTY SEVEN  
BETWEEN FLINT CONCRETE PRODUCTS, INC.  
a Michigan Corporation, of 1711 South Grand Traverse Street,  
Flint, Michigan

party of the first part, and  
the Michigan State Highway Commission, whose address is Lansing, Michigan, party of the second part,  
witnesseth:

That the said party of the first part, for and in consideration of \$10,000.00 (Ten Thousand  
Dollars and no cents)

paid by the said party of the second part, the receipt whereof is acknowledged, does by these presents,  
grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to  
its successors in office and assigns, Forever, All that certain parcel of land, described as:

All that part of the Northwest quarter (NW 1/4) of the Southeast quarter (SE 1/4) of  
Section 19, Township 7 North, Range 7 East, City of Flint, Genesee County  
Michigan, beginning on the Easterly line of the route of the Flint & Lilly  
Railroad, subsequently the Chesapeake and Ohio Railway, 49 1/2 feet Easterly  
from the centerline of said route in line between land owned by Charles G. Hall  
and land owned by said John L. Coge, running thence North 88 degrees East on  
last mentioned line 264 feet to a stake thence North 2 degrees West 190 feet to  
a stake, thence North 30 degrees 15 minutes West 490.2 feet to a stake; thence  
South 70 degrees West 270 1/4 feet to a stake; thence North 56 degrees West 107  
feet to a stake in aforesaid Easterly line of said route of said Flint & Lilly  
Railroad, subsequently the Chesapeake and Ohio Railway; thence Southwesterly along  
said last mentioned Easterly line 107 1/2 feet to place of beginning, which line  
South of the following described line: Commencing at the intersection of the  
North and South 1/4 line of Section 19, Township 7 North, Range 7 East, and the  
East and West 1/4 line of said Section, said intersection being 2 feet East of  
the Northeast corner of the Daring Road Addition to the City of Flint; running  
thence South on said North and South 1/4 line, 224.8 feet for a point of  
beginning; thence deflecting to the left 47 degrees 46 minutes, 215.87 feet;  
thence deflecting to the left 5 degrees 11 minutes 488 feet; thence deflecting  
to the left 46 degrees 00 minutes, 270.25 feet to a point, said point being the  
Southeasterly corner of the land of the City of Flint, a Municipal Corporation,  
and the Northeast corner of the land of the Pere Marquette Railway Company,  
subsequently the Chesapeake and Ohio Railway being in said Section 19, Township  
7 North, Range 7 East.



Together with all and singular the hereditaments and appurtenances thereto in any  
wise appertaining: To Have and to Hold the said premises to the said party of the second part, and to its  
successors in office and assigns, to the said and only proper use, behoof and benefit of the said party of  
the second part, its successors in office and assigns, Forever.

In Witness Whereof, the said party of the first part has executed this Quit-Claim Deed and your first  
above written.

Control Section 25132-D

Parcel 547-A &amp; 547-B Q.C. No. 1

71067

DEED 1646

765

1646 PAGE 766

Signed, Sealed and Delivered by Presence of  
Charles R. Gullett  
Charles R. Gullett  
Carl J. Beckman  
Carl J. Beckman

Paul S. Purdy  
Paul S. Purdy (L.S.)  
Robert S. Purdy  
Robert S. Purdy (L.S.)

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred \_\_\_\_\_  
before me personally appeared \_\_\_\_\_  
to me known to be the same person described in and who executed the within instrument, and severally  
acknowledged the same to be \_\_\_\_\_ free act and deed.

Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_ 19 \_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

State of Michigan } ss.  
County of Washtenaw }  
On this 19th day of May A.D. 19 67, before me  
personally appeared Paul S. Purdy  
and Robert S. Purdy to me personally known, who being by me  
duly sworn, did say that they are respectively President and Secretary-Treasurer of  
Flint Concrete Products a Michigan Corporation; that the seal  
affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed  
in behalf of said Corporation by authority of its Board of Directors and said President  
and Secretary-Treasurer severally acknowledged said instrument to be the free act and deed  
of said Corporation.

Charles R. Gullett  
Charles R. Gullett  
Notary Public Oakland County, Michigan  
My Commission Expires April 25, 1970  
Acting in Genesee County, Michigan

Drafted by: Clon F. Glina  
Address: Stevens T. Mason Building  
Lansing, Michigan

Return to:  
District NOT Agent  
Michigan State Highway Dept.  
Box 7-11  
Saginaw, Michigan

DEED  
CLINT, MICHIGAN  
1967 MAY 19 12 18 PM '67  
NOTARY PUBLIC  
CLON F. GLINA  
1646

THE MICHIGAN STATE HIGHWAY  
COMMISSION

NOTARY'S OFFICE  
County \_\_\_\_\_  
Notary \_\_\_\_\_  
Day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
at \_\_\_\_\_ M., and executed  
a \_\_\_\_\_ of \_\_\_\_\_ in page \_\_\_\_\_  
Register of Deeds \_\_\_\_\_

MICHIGAN  
STATE HIGHWAY DEPARTMENT  
Lansing, Michigan

DEED 1646

300

THIS INDENTURE, Made the 10<sup>th</sup> day of September in the year of our Lord one thousand nine hundred and fifty-seven BETWEEN THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia and duly authorized to do business in the State of Michigan, party of the first part, and ASSOCIATED GROCERS OF EASTERN MICHIGAN, INC., a Michigan corporation, 501 West Kearsley Street, Flint, Michigan, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does, by these presents, grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said party of the second part, and to its successors and assigns, FOREVER, All that certain piece or parcel of land, situated in the City of Flint, County of Genesee, and State of Michigan, known and described as follows:

A part of Block C of Stockton's West Addition, according to the recorded plat thereof, and a part of Section 8 of Smith's Reservation, so-called, more particularly described as beginning at the intersection of the southerly line of West Kearsley Street with the westerly line of Grand Traverse Street, as platted, in the City of Flint, Michigan; thence South  $60^{\circ} 40'$  West on and along the southerly line of West Kearsley Street, a distance of 663 feet to a point, thence South  $29^{\circ} 18' 30''$  East a distance of 76.96 feet to a point; thence North  $60^{\circ} 38'$  East for a distance of 41.25 feet to a point; thence North  $71^{\circ} 51'$  East for a distance of 46.61 feet to a point; thence North  $66^{\circ} 56'$  East a distance of 43.1 feet to a point; thence North  $60^{\circ} 40'$  East a distance of 300.45 feet to a point; thence North  $55^{\circ} 37' 30''$  East a distance of 67.0 feet to a point; thence North  $46^{\circ} 25'$  East a distance of 67.6 feet to a point; thence North  $35^{\circ} 15'$  East a distance of 111.32 feet to the westerly line of Grand Traverse Street; thence North  $29^{\circ} 19'$  West on and along said westerly line of Grand Traverse Street a distance of 20.5 feet, more or less, to the place of beginning; containing an area of 1.2 acres, more or less; 342

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said above described premises to the said party of the second part, and to its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever.

It is the intent and purpose of the party of the first part in the execution of this instrument to correct the description of the conveyance of premises by it made in a deed recorded in Deed Volume 1042 at pages 386 to 388 in the Office of the Register of Deeds for Genesee County, Michigan, and to which premises party of the second part has become successor in title.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed in its name by its Vice-President, attested by its ~~Assistant~~ Secretary,

---

and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered  
in Presence of

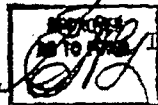
THE CHESAPEAKE AND OHIO RAILWAY COMPANY

W. N. Worsham  
W. N. WORSHAM

By M. I. Dunn  
M. I. Dunn, Vice-President

Dorothy Cherdron  
DOROTHY CHERDRON

and T. H. Keelor  
T. H. Keelor, Secretary



(Corporate Seal)

State of Ohio )  
County of Cuyahoga ) ss.

On this 10th day of September, in the year of our Lord one thousand nine hundred and fifty-seven before me, a Notary Public in and for said County, appeared M. I. Dunn and T. H. Keelor, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Vice-President and the Assistant Secretary

of The Chesapeake and Ohio Railway Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said M. I. Dunn and

T. H. Keelor acknowledged said instrument to be the free act and deed of said corporation.

Alfred D. Griebeling  
Notary Public, Cuyahoga County, Ohio  
My commission expires: December 20, 1957

23925

ALFRED D. GRIEBLING, Notary Public  
My commission expires Dec. 20, 1957

RECORDED  
Earl W. Smith  
REGISTER OF DEEDS

SEP 13 1 44 PM '57

GENESEE COUNTY  
FLINT, MICHIGAN

R. E. Bowers  
901 1st St.

225



5-16

Deed

12-3-48 1-4-49

\$1. ogave  
Rev. \$30.80

1042 - 386 to 388

The Chesapeake and Ohio Railway Company, a Virginia corp, by M. M. Cronk,  
Vice Pres and General Manager, Attest: L. W. Wing, Asst. Secy, (Corp Seal)  
to

Hamady Bros., Inc., a Mich corp, of 501 W Kearsley St, Flint, Mich,

Does grant, bargain, sell, remise, alien, release and confirm -

(City of Flint)

Beg at the intersection of the Sly Line of West Kearsley St with the Wly  
line of Grand Traverse St in the City of Flint, Mich; th S 60 deg 40' W on  
and along the Sly line of West Kearsley St, a distance of 663.0 ft to a pt;  
th S 29 deg 23' E a distance of 76.9 ft to a pt; th N 60 deg 28' E a distance  
of 40 ft to a pt; th N 71 deg 46' E a distance of 46.6 ft to a pt; th N 66 deg  
52' E a distance of 42.8 ft to a pt; th N 60 deg 37' E a distance of 300.4  
ft to a pt; th N 55 deg 30' E a distance of 66.8 ft to a pt; th N 46 deg 20'  
E a distance of 67.4 ft to a pt; th N 35 deg 11' E a distance of 111.4 ft to  
the Wly line of Grand Traverse St; th N 29 deg 23' W on and along sd Wly line  
of Grand Traverse St a distance of 20.5 ft to the p o b; contg an area of 1.2  
acres, m o l.

Sd party of the 1st part, for itself, its successors and assigns, does covenant,  
grant, bargain, and agree to and with the sd party of the 2nd part, its

(over)

successors and assigns, that the sd The Chesapeake and Ohio Railway Company, party of the 1st part, has not heretofore done, committed or wittingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the prem hereby granted, or any part thf, is, are or shall or may be charged or incumbered in title, estate or otherwise howsoever.

NP Wayne Co (Seal)

(Mailed to H. E. Crouter, 402 Citizens Bank Bldg, Flint, 3, Mich)

1042-386

This instrument prepared by  
or under the direction of:

V:\WPDOC\DEEDS\LEMIEUX-BDJ

*William C Basney*  
William C. Basney, Esq.  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

THIS QUITCLAIM DEED, Made as of June 30, 1995, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, successor by Articles of Merger effective September 2, 1987 to The Chesapeake and Ohio Railway Company, in turn successor by Articles of Merger dated June 6, 1947 to the Pere Marquette Railway Company, hereinafter called "Grantor", and ROBERT J. LEMIEUX, whose mailing address is 3225 Coin Street, Burton, Michigan 48519, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, his heirs, legal representatives and assigns, all right, title and interest in and to that certain tract or parcel of land situate, lying and being at Flint, Genesee County, Michigan, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 0.548 of an acre, more or less.

RESERVING unto Grantor, its successors and assigns, a perpetual fiber optic easement, fifteen (15) feet in width, in, over, under and along the entire Premises, to construct, maintain, operate, use, replace, relocate, renew and remove a fiber optic communication system, consisting of cables, lines, or facilities beneath the surface of the Premises and all ancillary equipment or facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Premises, and such surface rights necessary to accomplish the same; TOGETHER WITH the further right to assign said reserved fiber optic easement, rights and facilities, in whole or in part, and to lease, license or permit third parties to use said reserved fiber optic easement, rights and facilities; PROVIDED that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

37117

ENC

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever. SUBJECT, however, to easement granted to Consumers Power by instrument dated December 1, 1992, recorded among the Public Records of Genesee County in Liber 2488, Pages 809-819.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails, or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall maintain the existing drainage on the Premises in such a manner as to not impair adjacent railroad operating property drainage and to not redirect or increase the quantity or velocity of surface water runoff or any streams into said Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If said Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon said railroad operating property or upon other adjacent lands and facilities of Grantor.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered  
in the presence of:

Betty D. Jones  
Betty D. Jones  
Robert L. Whealton  
Robert L. Whealton

CSX TRANSPORTATION, INC.:

By Patricia J. Artoor  
Vice President  
Attest John A. Dolan (SEAL)  
Assistant Secretary

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF DUVAL )

I, Robert L. Whealton, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Patricia J. Aitoora, ( ☒ ) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: she resides in Jacksonville, Duval County, Florida; she is vice President of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed ~~his~~ name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 30th day of June, 19 95.

My commission expires on:

Robert L. Whealton (SEAL)  
Notary Public  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No. 338166  
My Commission Expires 12/07/97  
Bonded Through Fla. Notary Service & Bonding Co.

RECORDED  
JUL 20 3 25 PM '95  
GENESSEE COUNTY  
REGISTERED

RETURN TO: 17.00  
ROBERT LEMIEUX  
3225 COIN ST.  
BURTON, MI.  
48519

## EXHIBIT A

Description of property at: Flint, Michigan  
To: Robert J. Lemieux  
CSXT Deed File No.:

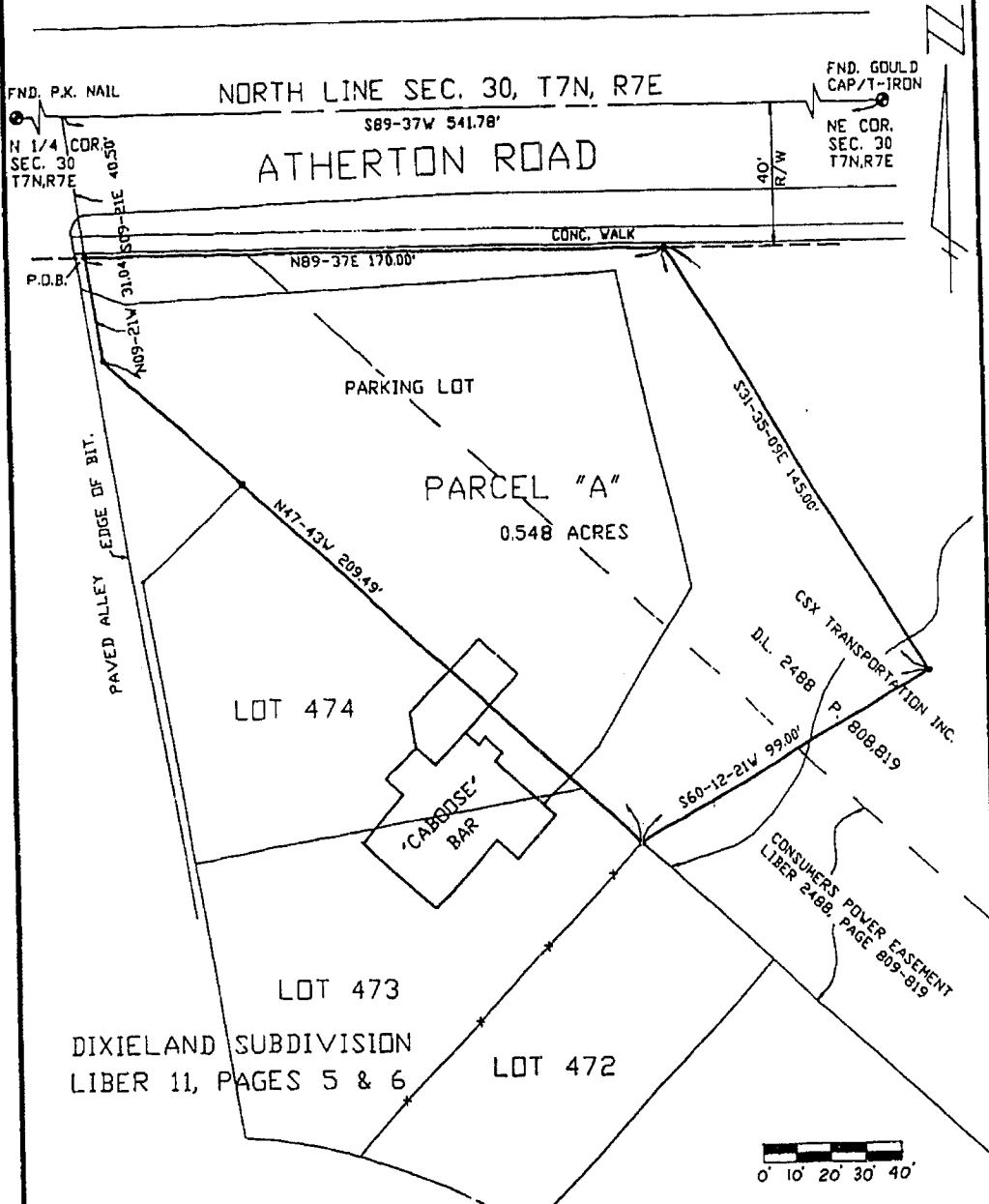
Part of the Northeast 1/4 Section 30, Township 7 North, Range 7 East, Flint, Genesee County, Michigan, more particularly described as follows:

BEGINNING at a point South 89°37' West, 541.78 feet and South 9°21' East, 40.50 feet from the Northeast corner of said Section 30; thence North 89°37' East, 170.00 feet; thence South 31°35'09" East, 145.00 feet; thence South 60°12'21" West, 99.00 feet to the Southeast corner of Lot 473 of "Dixieland" Subdivision, plat thereof recorded in Genesee County Public Records in Liber 11, pages 5 and 6; thence North 47°43' West, 209.49 feet along the Easterly line of said "Dixieland" Subdivision; thence North 9°21' West, 31.04 feet to the Point of Beginning; Containing 0.548 of an acre, more or less, being shown as Parcel A on plat of survey dated March 22, 1995, prepared by James E. Kovas, Michigan Registered Land Surveyor No. 33138, Wade-Trim Group, 1204 Harrison Street, Flint, MI 48502, incorporated herein by reference.

BEING a portion of the property acquired by Flint and Holly Rail Road, a predecessor of Grantor, from Edward Thompson, et ux., by deed dated May 19, 1864, recorded among the Public Land Records of Genesee County, Michigan, in Liber 49, Page 293.

The Flint and Holly Rail Road became vested in the Pere Marquette Railroad Company. The Pere Marquette Railroad Company reorganized on April 1, 1917 into the Pere Marquette Railway Company. By Articles of Merger dated June 6, 1947 the Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company. Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.

CERTIFICATE OF SURVEY



I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT SAID SURVEY WAS PERFORMED WITH AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000 AND THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF ACT NO. 132, P.A. 1970.

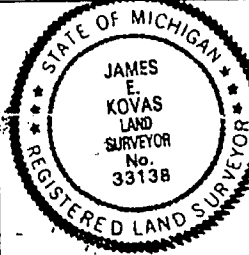
James E. Kovas  
JAMES E. KOVAS, R.L.S. #33138

IRON FOUND: ■  
IRON SET: •  
FENCE: \*\*\*  
M = MEASURED  
R = RECORD

DATE: 3-22-95

SCALE: 1" = 40'

CERTIFICATE OF SURVEY



FOR:  
ROBERT LEMIEUX



**Wade-Trim**

Member of the Wade Trim Group

1204 Harrison St. Flint, MI 48902 810-233-2555  
1501 W. Thomas P.O. Box 580, Bay City, MI 48707 517-666-3100/850-322-4300

SEC. 30 T 7N R 7E

DRAWN MTM SHEET 1 OF 2

COMPUTED MTM JOB NO. FLS1025

And the said party of the first part, for itself and its successors, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever except as aforesaid, and that it will and its successors shall forever WARRANT AND DEFEND the same against all lawful claims whatsoever, except as to the foregoing reservations and the matters to which this conveyance is made subject, all as heretofore specifically set out.

IN WITNESS WHEREOF, the said MODERN HOUSING CORPORATION has caused its name to be hereunto subscribed and its corporate seal to be affixed hereto by its officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:  
Gladys G. Miller  
Edith Shaw (Corp. Seal)  
By Norbert F. Dougherty Its Vice-President  
Attest: James F. Spence Its Assistant Secretary

OFFICE OF  
Treasurer of Genesee County  
I hereby certify that there are no Tax Liens or Titles held by the State of Michigan against the within description, and all taxes on same are paid for five years previous to the date of such instrument, as appears by the records in my Office.  
U.S.I.R. STAMP \$ 50

On this 4th day of June in the year of our Lord one thousand nine hundred and twenty-four before me, a Notary Public in and for said county, appeared Norbert F. Dougherty and James F. Spence, to me personally known, who being by me duly sworn did say that they are respectively the Vice-President and Assistant Secretary of Modern Housing Corporation, the corporation named in and which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said Norbert F. Dougherty and James F. Spence acknowledged said instrument to be the free act and deed of said corporation.

Sallie Brooks  
Notary Public, Genesee County, Michigan.  
My commission expires July 5th, 1927.  
(N. Seal)

WARRANTY DEED  
BURTON LAND COMPANY  
TO  
PERE MARQUETTE RAILWAY COMPANY  
REGISTER'S OFFICE }  
Genesee County } SS.  
Received for Record, the 2nd day of December A.D. 1924 at 11:00 o'clock A.M., and Recorded in Liber 337 of Deeds on Pages 317-18  
Moses Middleton, Register of Deeds.  
Marjorie J. Gale, Deputy Register of Deeds.

THIS INDENTURE, made this 24th day of June in the year of our Lord one thousand nine hundred and twenty four (1924) Between the BURTON LAND COMPANY of Flint, Michigan, a corporation organized and existing under and by virtue of the laws of the State of Michigan, party of the first part, and PERE MARQUETTE RAILWAY COMPANY of Detroit, Michigan, a corporation organized and existing under and by virtue of the laws of the State of Michigan, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and its successors and assigns, FOREVER, All those certain pieces or parcels of land situate and being in the Township of Burton, County of Genesee and State of Michigan, known and described as follows, to-wit:

Parcel No. 1.  
A parcel of land in the Southwest one-quarter (1/4) of the southwest one-quarter (1/4) of Section twenty-eight (28), Township seven (7) North, Range seven (7) East, described as beginning at a point in the West line of said Section twenty-eight (28), distant five hundred thirty-five and two tenths (535.2) feet North from the Southwest corner of said Section, thence Easterly in a straight line at an angle of eighty-nine degrees, fifty minutes (89° 50') to the right from said West line of Section twenty-eight (28), three hundred eighteen and sixty-five hundredths (318.65) feet to a point; thence Easterly and Northeasterly on a curved line to the left having a radius of one thousand eleven and eighty-seven hundredths (1011.87) feet, eleven hundred thirty-four and nine tenths (1134.9) feet to a point in the Westerly right of way line of the Flint Belt Railroad; thence Northerly along the Westerly right of way line of the Flint Belt Railroad two hundred four and five tenths (204.5) feet to a point in said right of way where the same offsets fifty (50) feet at right angles to the West; thence West on said offset line, fifty (50) feet to a point in said Westerly right of way line, as the same exists Northerly of said fifty (50) feet offset; thence Southerly in a straight line which is the extension of said Westerly right of way line as the same exists Northerly of said fifty (50) feet offset, fifty-one and two tenths (51.2) feet to a point; thence Southwesterly and Westerly on a curved line to the right, parallel with the last described curved line and having a radius of nine hundred eleven and eighty-seven hundredths (911.87) feet, eleven hundred seventy-three and seven tenths (1173.7) feet to a point; thence in a straight line tangent to the last described course, three hundred eighteen and sixty-five hundredths (318.65) feet to a point in the West line of said Section twenty-eight (28); thence South on said West line of said Section twenty-eight (28), and at an angle of eighty-nine degrees, fifty minutes (89° 50') to the left from the last described course, one hundred (100) feet to the place of beginning. Containing three and twenty-nine hundredths (3.29) acres, more or less.

Parcel No. 2.  
A parcel of land in the South one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-nine (29), Township seven (7) North, Range seven (7) East, bounded on the East by the East line of said Section twenty-nine (29) and on the West by the East right of way line of the Pere Marquette Railway Company's main line between Toledo and Saginaw, said parcel of land being of the uniform width of one hundred (100) feet, lying forty-three and five tenths (43.5) feet Northerly, measured at right angles, and fifty-six and five tenths (56.5) feet Southerly, measured at right angles, from the following described line: Beginning at a point in the East line of said Section Twenty-nine (29), distant five hundred ninety-one and seven tenths (591.7) feet North from the Southeast corner of said Section

twenty-nine (29); thence Westerly in a straight line at an angle of ninety degrees and ten minutes (90°10') to the left from said East line of Section twenty-nine (29), a distance of nine hundred fifty-one and forty-five hundredths (951.45) feet to a point; thence Westerly and Northwesterly on a curved line to the right, tangent to the last described course and having a radius of eleven hundred forty-six and twenty-eight hundredths (1146.28) feet, ten hundred and ninety (1090) feet to a point tangent to the center line of the main track of the Pere Marquette Railway Company's main line from Toledo to Saginaw, containing three and thirty-six hundredths (3.36) acres, more or less.

Reserving however, to the party of the first part, its successors and assigns, a right of way for roadway purposes eighty (80) feet in width across the parcel of land described in "Parcel No. 2" above, extending parallel with the Pere Marquette Railway Company's right of way for its main line between Toledo and Saginaw and the Westerly line of said roadway being distant one hundred forty-three (143) feet Northeastly from, measured at right angles to said main line right of way.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part, and to its successors and assigns, FOREVER. And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the above granted premises in Fee Simple; that they are free from all encumbrances whatever and that it will and its successors shall forever WARRANT AND DEFEND the same against all lawful claims whatsoever.

IN WITNESS WHEREOF the said Burton Land Company has caused these presents to be signed in its name by its President-Chas. H. Bonbright and sealed with its corporate seal, the day and year first above written.

Signed, sealed and delivered  
in presence of:

E. W. Atwood

(Corp. Seal)

BURTON LAND COMPANY,

By Charles H. Bonbright  
Its President

J. H. Murray

OFFICE OF  
Recorder of Genesee County

Plat. Mch. Dec 24 1924  
I hereby certify that there are no Tax Liens or Taxes held by the State or any  
county within Genesee County, and all taxes on same are paid for five years  
previous to the date of such instrument, as appears by the records in my Office.

U. S. L. R.  
STAMP  
\$3.00

STATE OF MICHIGAN )  
COUNTY OF GENESEE ) SS

Russell B. Rowley  
County Treasurer

On this 24th day of June in the year of our Lord one thousand nine hundred and twenty-four before me, a Notary Public, in and for said County, appeared Charles H. Bonbright to me personally known, who being by me duly sworn, did say that he is the President of the Burton Land Company, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Charles H. Bonbright acknowledged said instrument to be the free act and deed of said corporation.

Stanley R. Bailey  
Notary Public, Genesee County, Michigan.

My commission expires June 11, 1927.

(N. Seal)

APPROVED AS TO FORM  
W. R. W.

# DEED

MODERN HOUSING CORPORATION

TO

James D. Wilson and Lula Mae  
Wilson, his wife.

STATE OF MICHIGAN )  
COUNTY OF GENESEE ) SS  
REGISTER'S OFFICE )

The within instrument was received for Record this 2nd  
day of December A.D. 1924 at 1:35 o'clock P.M. and recorded  
in Liber 337 of Deeds on Pages 318-19-20

Moses Middleton, Register of Deeds.

Marjorie J. Gale, Deputy Register of Deeds.

THIS INDENTURE, Made this Seventeenth day of November in the year of our Lord, one thousand nine hundred and twenty-four

BETWEEN MODERN HOUSING CORPORATION, of the City of Detroit, Michigan, a corporation organized under the laws of the State of Michigan, party of the first part, and James D. Wilson and Lula Mae Wilson, his wife, of Flint, Michigan, parties of the second part,  
WITNESSETH That the said party of the first part, for and in consideration of the sum of One and no/100 Dollars, and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part and to their heirs and assigns FOREVER, All that certain piece or parcel of land situated and being in the City of Flint, County of Genesee and State of Michigan, known and described as follows, to wit: Lot No Eight (8) in Block No. One hundred Twenty-five (125) of Modern Housing Corporation Addition No. Five (5), according to the recorded plat thereof, but not including the title to any streets or alleys upon which the above described property may abut.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises as herein described, with the appurtenances, unto the said parties of the second part, and to their heirs and assigns FOREVER, and in case this conveyance is made to a husband and wife, to them and the survivor of them as tenants by the entirety in fee simple; EXCEPTING AND RESERVING THEREFROM all easements heretofore granted to any public utility company or any other person or to the City of Flint; and also excepting and reserving the right to first party to grant to any public utility company or companies an easement and right on the side and rear of said lot three feet in width, to erect poles or construct conduits and place wires thereon or therein for the purpose of conducting electricity for power, light, telephone messages or any other purpose; to construct trenches and place gas pipes therein for conveying gas for light, power or any other purpose; to permit wires, arms or lights to overhang thereon or to overhang other portions of said lot; also excepting and reserving to any public utility company to which an easement has been

169 / 1434

Received for Record, the 1st day of March A. D. 1902, at 9<sup>20</sup> o'clock A. M.  
 As a proper Certificate was furnished in compliance with Section 135 of Act 206 of Public Acts of Michigan of 1895, as amended  
 by Act 154 Public Acts of Michigan of 1895.

W. A. Atwood + wife  
 TO  
P. M. R. R. Co.

Stephen M. Mahoney Register of Deeds.  
John J. Mahoney Deputy Register.

**This Indenture,** Made this Eighteenth day of February  
 in the year of our Lord one thousand nine hundred and zero

Between William A. Atwood and Helen C. Atwood his wife of Elmhurst Genesee County Michigan of the first part,  
 and Pere Marquette Railroad Company of Michigan of the second part,

Witnesseth, That the said part... of the first part, for and in consideration of the sum of Five Hundred Fifty Six + 2/100  
Dollars  
 to them in hand paid by the said part... of the second part, the receipt whereof is hereby confessed and acknowledged, do... by these presents  
 grant, bargain, sell, remise, release, alien and confirm unto the said part... of the second part, and to its successors heirs and assigns, FOREVER,  
 All those certain piece(s) or parcel(s) of Land, situate and being in the Township of Burton  
 County of Genesee and State of Michigan, and described as follows, to-wit:

a part of South East quarter of South East quarter of Section Nineteen (19) in Town  
 four North of range seven (7) East Bounded as follows to wit: Commencing  
 where the East side of old plank road is intersected by the North Easterly line of the  
 right of way of Pere Marquette Railroad and runs Northerly along the East side  
 of said road two hundred and sixty nine (269) feet thence South forty seven degrees  
 and eighteen minutes East (347° 18' E) 87 hundred and twenty (620) feet to the Burton  
 Cemetery thence South on Cemetery line thirty four (34) feet to the North line of  
 Highway thence west on North line of highway one hundred seventy five + 1/2 feet to the  
 right of way of Pere Marquette Railroad; and thence North Easterly along said right of  
 way line to place of Beginning containing 1 1/4 acres of land  
 also a triangular parcel in said South East quarter of South East quarter Bounded  
 South westerly by the right of way of said Railroad; North by land of Ballard; and  
 Easterly by the old plank Road above referred to. containing one 1/2 acres of land  
 as a further consideration for the above described premises second party  
 hereby grants to first party the right to maintain a ditch or drain on its right  
 of way on the westerly side of the present track and in the present Rail Road ditch  
 and extending from the line between lands of Ballard and Atwood  
 in a Northerly direction to the North and South quarter line of said Section  
 Nineteen (19)

TOGETHER WITH ALL AND SINGULAR, the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To HAVE AND TO HOLD the said  
 premises, as above described, with the appurtenances, unto the said part... of the second part, and to its successors heirs  
 and assigns, FOREVER. And the said

part... of the first part, for themselves their heirs, executors and administrators, do... covenant, grant, bargain  
 and agree, to and with the said part... of the second part its successors heirs and assigns, that at the time of the ensembling and delivery  
 of these presents they are well seized of the above granted premises, IN FEE SIMPLE; that they are free from all incumbrances whatever;  
 and that they will, and their heirs, executors, and administrators, shall  
 WARRANT AND DEFEND the same against all lawful claims whatsoever.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Bertha G. Atwood.

Arthur G. Crath.

Wm A Atwood

Helen C Atwood

State of Michigan,

County of Genesee ss.  
 On this Twentieth day of February, in the year one  
 thousand nine hundred and two, before me, J. Notary Public,  
Wm A Atwood and Helen C his wife, to me known to be the  
 same person(s) described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

OFFICE OF  
 Notary for Genesee County.

Elmhurst Mich. March 1/02

I hereby certify that all of the Taxes are paid  
 on the within description for five years previous to  
18 day of Feb 1902, as appears  
 by the records in my office.

Helen Dunn  
 Deputy.

James Martin  
Notary Public  
Genesee Co Mich

I H Ballard and wife

TO

P. M. N. N. Co.

Received for Record, the 24th day of February A. D. 1902, at 10:45 o'clock A. M. As a proper Certificate was furnished in compliance with Section 186 of Act 206 of Public Acts of Michigan of 1894, as amended by Act 154 Public Acts of Michigan of 1895.

Stephen Matheson, Register of Deeds.  
John J. Matheson, Deputy Register.

# This Indenture,

Made this eighteenth day of February

in the year of our Lord one thousand nine hundred and two

Between Sherrill H. Ballard and Elizabeth S. Ballard his wife of Tipton  
Genesee County, Michigan of the first part,  
and Pine Marquette Railroad Company of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of

Eleven hundred and no/100 Dollars

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do... by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and his successors heirs and assigns, FOREVER, All that certain piece or parcel of Land, situate and being in the Township of Wheaton County of Genesee and State of Michigan, and described as follows, to-wit:

A part of the South half of the South East quarter of Section nineteen (19) in Town seven (7) North of Range seven (7) East bounded as follows to-wit: Commencing where the North Eastern line of the Right of Way of the Pine Marquette Railroad intersects the boundary line between the lands of first parties and lands of second parties on the Gravel Pitt and run East on said boundary line two hundred twenty two and one half (222 1/2) feet; thence South forty seven degrees and eighteen minutes East (34° 58' E) one thousand (1000) feet to the boundary line between lands of first parties and lands of second parties; thence westerly on said boundary line to the North Eastern line of Right of Way of said Railroad; and thence North westerly along the North Eastern line of said right of way to place of beginning containing 5 1/2 acres of land. It is understood that first party owns land lying West of the present right of way of said Railroad and second party agrees to construct a farm crossing across its new track when constructed, and furnish a easement across the land herein conveyed and across its old right of way for a continuance of said farm crossing across both old and new right of way.

TOGETHER WITH ALL AND SINGULAR, the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said premises, as above described, with the appurtenances, unto the said party of the second part, and to his successors heirs and assigns, FOREVER. And the said

parties of the first part, themselves their heirs, executors and administrators, do covenant, grant, bargain and agree, to and with the said party of the second part, his successors heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the above granted premises, IN FEE SIMPLE; that they are free from all incumbrances whatever;

and that they will, and their heirs, executors, and administrators, shall WARRANT AND DEFEND the same against all lawful claims whatsoever.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Mrs. Louise Shippell

Adwin Saunders

I H Ballard

Elizabeth S. Ballard

State of Michigan,

ss.

COUNTY OF Genesee

On this eighteenth day of February, in the year one

thousand nine hundred and two, before me, a Notary Public in and for Wayne, in and for said County, personally appeared Sherrill H. Ballard and Elizabeth S. Ballard his wife, to me known to be the same person described in and who executed the within instrument, who personally acknowledged the same to be their free act and deed.

Adwin Saunders

Notary Public in and for Wayne Co  
Mich

Tipton, Genesee County.

Test. Made Feb 24, 1902

I solemnly certify that all of the Taxes are paid upon the within description for five years previous to the 15 day of Feb 1902 as appears by the records in my office.

Carl F. Johnson  
County Clerk

See this Deed in 1013 Page 399 to 408 for "Case of Chain"

49/175

110

Printed by J. H. Ryckin, at the "Wolverine Citizen" Office, Flint, Mich.

Received for Record April 5<sup>th</sup>

1864 at 8 1/2 o'clock, A.M.

William Paterson & wife  
TO

J. H. Ryckin  
by C. C. Smith Deputy  
Register.

**THIS INDENTURE;**

Made the Nineteenth

of Flint & Holly Road Road (be) day of February in the year of our Lord one thousand eight hundred and sixty-four

**BETWEEN** William Paterson and Harriet H. Paterson his wife of the city of Flint in the County of Genesee & State of Michigan

of the first part, and  
The Flint & Holly Road Road Company of the second part

**Witnesseth,** That the said parties of the first part, for and in consideration of the sum of One hundred and seventy-two Dollars

to them in hand paid by the said party of the second part, the receipt whereof is heroby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said party of the second part, and to its successors, heirs and assigns, FOREVER, The following described piece or parcel of Land situated in the County of Genesee and State of Michigan described as follows: To wit Being a strip of Land six rods wide across a part of the West half of the North West Quarter of Section number Nineteen in Township number seven North of range number seven East and where the Rail Road of said party of the second part is located across said lot and including all the Land now owned or claimed by the parties of the first part on said West half of the North West Quarter of said Section number Nineteen within three rods of the center line of the route of said Rail Road as located on either side thereof containing One & seventy-two One hundredths acres of Land be the same more or less

Internal Revenue fifty cents

**Together** with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, demand, whatsoever, of the said party of the first part, either in Law or Equity, of, in and to the above described premises, with the said hereditaments and appurtenances,

**To Have and to Hold** the said premises, as above described, with the appurtenances, unto the said party of the second part, and to its successors, heirs and assigns, FOREVER. And the said

parties of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said party of the second part, its successors, heirs and assigns, that at the time of the sealing and delivery of these presents, they are well seized of the premises above described as of a good, sure, perfect, absolute and indefensible Estate of Inheritance in the Law, in Fee Simple, and that the said Lands are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever WARRANT AND DEFEND

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

Signed, Sealed and Delivered in Presence of

M. E. Paterson

Paterson Hayleton

Wm Paterson

Harriet H. Paterson

**STATE OF MICHIGAN;**

COUNTY OF Genesee

ss.

On this Tenth day of February A.D.

one thousand eight hundred and sixty-four

before me, a Notary Public in

and for said County, personally came the above named William Paterson

and Harriet H. Paterson his wife

known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

And the said Harriet H. Paterson being by one examined separately and apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion from any one  
Paterson Hayleton Notary Public

Marion G. Stockton } at 3 o'clock, P. M.  
TO }  
P. M. R. R. Co. } Register.

This Indenture, Made this ninth day of January in the year of our Lord one thousand eight hundred and eighty three BETWEEN

Michigan Marion G. Stockton of Flint Levesee County of the first part, and  
of Michigan The Flint & Pere Marquette Railroad Company of the second part,

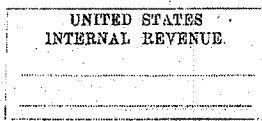
WITNESSETH, That the said part 1 of the first part, for and in consideration of the sum of eight hundred Dollars, to her in hand paid by the said part 2 of the second part, the receipt whereof is hereby confessed and acknowledged, ha. S. granted, bargained, sold, remised, released, aliened and confirmed, and by these presents do not grant, bargain, sell, remise, release, alien and confirm, unto the said part 1 of the second part, and to her heirs and assigns, FOREVER. All these certain pieces or parcels of land situate and being in

the City of Flint, County of Levesee and State of Michigan and bounded as follows to wit: Commence where the center line of the Flint & Pere Marquette Rail Road intersects the south line of Kearsley Street & run thence south twenty six degrees and twelve minutes west (S 26° 12' W) along said center line seven hundred & forty nine (749) feet to a point, thence easterly at a right angle to said center line fifty (50) feet, which point is marked as the place of beginning; from thence run south twenty six degrees and twelve minutes west (S 26° 12' W) parallel with said center line, & fifty (50) feet distant easterly thence four hundred & thirty eight & 4/10 feet, thence south twenty four degrees & twelve minutes west (S 24° 12' W) seventy eight & 4/10 feet to the intersection of the westerly line of second Street thence north eight degrees & fifty minutes east (N 8° 50' E) along the westerly line of second Street three hundred & sixty two & 4/10 feet; thence north seven degrees & sixteen minutes west (N 7° 16' W) three hundred & one & 4/10 feet to place of beginning containing more or less quarters of acres & less than one acre. Said first party also conveys the following parcels, commencing at the north east corner of the above described parcel and run south seven degrees & sixteen minutes east (S 7° 16' E) to a point which shall be thirty four (34) feet south easterly from the right of way of said railroad, measuring at right angles from said right of way, from thence run westerly to the westerly line of New Labor Street at a point where it crosses the easterly line of the elevator street, thence westerly along the line of New Labor Street to the right of way of said railroad, measuring at right angles from said right of way, from thence run westerly to the place of beginning. Said second party agrees that in case the lands hereby conveyed are filled up it will further admit not less than six inches under the elevator the second Street to the extent under the railroad track and another in the ditch passing near the elevator to the culvert under railroad track and maintain the same.

Together with all and singular, The hereditaments and appurtenances thereunto belonging or in anywise appertaining: and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest and demand whatsoever of the said part 1 of the first part, either in Law or Equity, of, in and to the above bargained, premises, with the hereditaments and appurtenances, TO HAVE AND TO HOLD the said premises, as above described, with the appurtenances, unto the said part 2 of the second part, and to her heirs and assigns, FOREVER. And the said part 1 of the first part, for her heirs, executors and administrators, do covenant, and agree, to and with the said part 2 of the second part, her heirs and assigns, that at the time of the sealing and delivery of these presents she is well seized of the premises above franked premises as of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in the law, in Fee Simple, and that the said Lands are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said part 2 of the second part, her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, The party 1 of the first part ha. S. hereunto set her hand and seal the day and year first above written.  
SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Marion Stockton  
Eduardus Saunders



Marion G. Stockton [L. S.]  
[L. S.]  
[L. S.]  
[L. S.]

STATE OF MICHIGAN, } ss.  
County of Levesee } On this ninth day of January in the year one thousand eight hundred and eighty three before me, the subscriber, a Notary Public in and for Michigan for said County personally appeared Marion G. Stockton to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed; and the said Mar on a private examination by me, separate and apart from her said husband, acknowledged that she executed the same freely, and without any fear of or compulsion from any one.

Eduardus Saunders  
Notary Public  
in & for Saginaw County Michigan

91 / 535

See this from 10 13 Page 399 to 408 for "Notice of Claim"

Four Being in Township five North of Range Six East being the same  
 farms conveyed by Warren Barker & Rosalinda his wife to the  
 aforesaid Herbert Baker by Warranty deed bearing date October 4<sup>th</sup> 1875  
 and Recorded in Cass County Register Office in the State of Michigan  
 on the 19<sup>th</sup> day of September 1876. at 3<sup>35</sup> O'clock P.M. in L. 94 of  
 Deeds at Page 60. The above farms are conveyed subject to a mortgage  
 of five hundred dollars made & executed by the said Herbert Baker wife to  
 Mary Alwood which said sum of \$500. and interest on the same from  
 the 19<sup>th</sup> day of September 1879 the said Warren Barker assumed to pay  
 Also another mortgage on the said farms bearing date December  
 twenty second 1876 made by the said Herbert Baker wife to Mary  
 Holmes to secure the payment of the sum of five hundred dollars  
 which said sum the said Warren Barker assumed to pay with interest  
 for the same from after January 1880. which said two mortgages  
 form a part of the above expressed condition

With Affirmances and  
 all the estate title and interest therein of the said party of the first part  
 and the said Herbert Baker does hereby Covenant and Agree to and  
 with the said party of the second part his heirs and assigns that  
 the farms then conveyed in the quiet and peaceable possession of  
 the said party of the second part his heirs and assigns he will  
 forever warrant and defend against any person whomsoever law-  
 fully claiming the same or any part thereof except the two above  
 named mortgages. In Witness whereof the parties of the first part  
 has hereunto set their hands and seals the day and year first  
 above written

Sealed and Delivered in Presence of  
 L. H. Poirce  
 David Wright

Herbert Baker. *Seal*  
 Mary Baker. *Seal*

State of Michigan) On the twentieth day of September in the  
 Cass County ss year one thousand eight hundred and  
 eight before me the Subscriber personally appeared Herbert  
 Baker and Mary Baker his wife to me known to be the same  
 persons described in and who executed the within instrument and  
 personally acknowledged that they executed the same and the said  
 Mary Baker by Me. H. Poirce N.P. on separate examination by  
 me separate from her said husband acknowledged that she executed  
 the same freely and without any fear or compulsion of her said  
 husband

Leonard H. Poirce  
 Notary Public of Cass County  
 State of Michigan

Flint & P.M. Railway Co.

Recorded Oct. 4<sup>th</sup> 1880. at 9<sup>15</sup> O'clock A.M.  
 Chas. C. Beahan Register  
 By L. D. Tracy Deputy

By Me. in Cass County

Flint & P.M. Rail Road Co.

This Indenture made the 28<sup>th</sup> day  
 of September in the year of our Lord one thousand eight hundred  
 and Eighty Between Henry M. Campbell Master in Chancery  
 and Special Master Commissioner appointed by the decree heretofore  
 mentioned making at Detroit in the Eastern District of  
 Michigan party of the first part and The Flint and Pere Marquette  
 Railroad Company of Michigan a Corporation duly organized under  
 the laws of Michigan and having its principal office at East

Saginaw in the said Eastern District of Michigan part of the  
 second part with the following:— Whereas at a Session of  
 the Circuit Court of the United States for the Eastern District of  
 Michigan continued & held at the District Court Room at the City  
 of Detroit on Saturday the twelfth day of June in the year of our  
 Lord one thousand eight hundred & eighty it was among other things  
 ordered adjudge & decreed by the said Court in a certain Cause then  
 pending in the said Court Between Oliver Prescott, William W. Lang-  
 ford & Co. Pls. & Publics J. Rogers trustees as Complainants and  
 the Flint & Pere Marquette Railway Company defendant that the  
 property mentioned & set forth in the pleadings in said Cause  
 said Cause being in equity & heard on original and supplemental  
 bills should be sold by and under the direction of the said part of the  
 first part who was in said decree specially named as special Master  
 Commissioner to make such sale at public Auction to the highest  
 bidder on Wednesday the 18<sup>th</sup> day of August A.D. 1880. between the hour  
 of twelve o'clock at noon and four o'clock in the afternoon of said  
 day at the front door of the general office of the Flint & Pere Mar-  
 quette Railway Company in the City of East Saginaw in the State  
 of Michigan the said special Master Commissioner first giving Notice  
 of the time and place of said sale as specially directed in said decree.  
 And whereas the said Henry M. Campbell Master in Chancery and  
 special Master Commissioner as aforesaid and part of the first part  
 to this instrument in pursuance of the order and decree of the said Court  
 having first given the Notice required by the said decree did on the 18<sup>th</sup>  
 day of August A.D. 1880 sell at public Auction at the place above  
 mentioned and between the hour of twelve and four o'clock of said day  
 the said premises in said decree particularly described at which sale  
 the property mentioned in said decree to be sold was sold and taken  
 off to Henry A. J. Post, Henry H. Fick, Abram L. Brown, Louis  
 Snow Jr. and Francis Hathaway who purchased the same in  
 trust for Bond holders who had entered into a scheme for reorgani-  
 zation for the sum of One Million dollars that being the highest sum  
 bidding for the same and they being the highest bidders therein.  
 And whereas the said purchasers did afterwards file their petition in the  
 said Court praying for reasons therein mentioned that the conveyance  
 made upon said sale might be made direct to the party of the second  
 part hereto. And whereas the said Court at a session held on the  
 21<sup>st</sup> day of September A.D. 1880. did confirm said sale and ratify and  
 affirm of the official report thereof which had been before then filed in  
 said Court by the said Henry M. Campbell Master in Chancery and  
 special Master Commissioner as aforesaid and did approve of the  
 prayer of this petition aforesaid and did direct and order that the said  
 special Master Commissioner should make a deed of the premises and  
 property as sold direct to the said Flint & Pere Marquette Railroad  
 Company party of the second part hereto. Now therefore this instrument  
 witnesseth that the said Henry M. Campbell Master in Chancery  
 and special Master Commissioner as aforesaid in order to carry into  
 effect the said sale as made as aforesaid in pursuance of the  
 said decree and in pursuance of the order confirming said sale and  
 directing the making of a deed thereupon and in consideration of the  
 premises and of the sum of One Million dollars paid by the pur-  
 chasers as aforesaid as directed by said decree the receipt whereof  
 is hereby confessed and acknowledged hath granted bargained and  
 sold valued released conveyed and confirmed and by these presents  
 doth grant bargain and sell their release convey and confirm

into the said party of the second part hereto and to its successors and assigns forever all that property which is described as follows: The entire railroad and property of the said defendant, the Flint and Pere Marquette Railway Company, the main line of said railway extending from Monroe to Tiddington with a branch from East Saginaw to Bay City and the Otter Lake branch and other branches, constituting its entire railway and railway property in the State of Michigan and all and singular the depot buildings engine houses and other buildings and improvements and constructions thereon and also all and singular the rails and superstructure of said road and all and singular the locomotion engines and rolling stock of every kind and description as well as the tools materials implements utensils and other personal property which may have been purchased for and used upon the said railway and also all and singular the rights privileges franchises tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and all and singular the property of the said Flint and Pere Marquette Railway Company of every nature and nature including all its real estate within the State of Michigan and all its personal estate wherever the same may be situated and also all choses in action and all claims and demands of the said railway Company whatsoever against any person or persons or corporation or against the State or the United States, and also all equitable rights and remedies and all claims and demands whatsoever whether at law or equity against all and every person or persons whomsoever, including incorporeal rights property and franchises from whatever source derived or obtained and all hereditaments and appurtenances thereunto belonging or in anywise appertaining excepting from said sale the lands included in the land grant made by the United States and the State of Michigan to aid in the construction of the said Flint and Pere Marquette Railway, and also excepting moneys due or to grow due or heretofore collected from the sale of lands or lands from the lands embraced in said land grant but including the right to call the land grantors to account and to demand and receive any surplus after their liabilities shall be satisfied as in said decree provided together with all and singular the rights titles privileges franchises hereditaments and appurtenances and franchises to the same belonging or in anywise appertaining. The grantor herein named as party of the second part to take and hold the said property subject to the terms and conditions particularly specified in the said decree here made on the 12<sup>th</sup> day of June 1880 as aforesaid and also to the terms and conditions mentioned in the order so made on the 21<sup>st</sup> day of September 1880 confirming said sale and directing the execution of a deed thereon. To Have and to Hold the said property and premises above described and granted and conveyed or intended as to be into the said party of the second part its successors and assigns to its and their only proper use benefit and behoof forever. In Witness whereof the said party of the first part Master in Chancery and special Master Commissioners aforesaid has hereunto set his hand and seal the day and year first above written, signed sealed and delivered

John Parsons of  
Charles F. Burton  
William H. Fox.

Henry M. Campbell (L)  
Master in Chancery and special  
Master Commissioners named  
in said decree

State of Michigan } On the 28<sup>th</sup> day of September A.D. 1880 before  
County of Wayne } ss. me a Notary Public in and for said  
County personally appeared Henry M. Campbell Master in Chancery  
and special Commissioner as aforesaid to me known to be the same  
person described in and who executed the within instrument who  
acknowledged to be his free act and deed and that he executed  
the same for the purposes therein mentioned

Seal

Charles F. Barton  
Notary Public  
Wayne County Mich

George Woodman  
Esquire  
Esquire W. Foster

Recorded Oct 5<sup>th</sup> 1880 at 9 1/2 o'clock A.M.  
Charles Beahan Register

By F. J. Tracy Deputy

This Indenture made the 10<sup>th</sup> day of November  
in the year of our Lord one thousand eight hundred and seventy nine  
between George Woodman of Essex County in the State of New Jersey  
and M. D. his wife of the first part and Esquire W. Foster of  
Bridgeport Saginaw County Michigan of the second part with intent  
that the said parties of the first part in consideration of the sum of  
Two Hundred of the Dollars to them duly paid before the delivery  
hereof have bargained and sold and by their presents do grant and  
convey to the said party of the second part his heirs and assigns forever.

All that certain piece or parcel of land situate in  
the County of Cass and State of Michigan and known as the  
South West quarter of the South West quarter of Section five  
in Township of N. 10 North of Range 10 East containing  
forty acres be the same more or less. Subject nevertheless to any  
tax for district now assessed or due thereon.

With the appurtenances and all the  
estate right title and interest down or right of down of the said  
parties of the first part therein. And the said George Woodman party  
of the first part doth hereby Covenant and agree to and with the said  
party of the second part that at the time of the delivery hereof the said  
parties of the first part are the lawful owners of the premises above granted  
and signed thereof in fee simple absolute and that he will warrant and  
defend the above granted premises in the quiet and peaceable enjoyment of the  
said party of the second part his heirs and assigns forever saving and  
excepting the taxes for district within mentioned.

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

Sealed and Delivered in the presence of

the name George Woodman

Geo. Woodman Seal

being first interlined on 3<sup>rd</sup> line from bottom of first page.

M. D. Woodman Seal

M. D. Woodman

F. L. Woodman

State of New York } On the twenty ninth day of November in the  
City and County of New York } year of our Lord one thousand eight hundred  
and seventy nine before me personally came George Woodman and  
Lucy M. D. Woodman his wife to me known to be the individuals  
described in and who executed the within conveyance and acknowledged that  
they executed the same.

A. R. Rodgers  
Notary Public

State of New York }  
City and County of New York } ss. I Hubert Q. Thompson Clerk of the  
City and County of New York and also Clerk of the Supreme Court

Notarary Shayerwick at 9 o'clock, A. M.  
Surrea B. M. Shayerwick  
John Shayer, Register.  
Deputy  
This Indenture, Made this twenty first day of August in the year of our Lord one thousand eight hundred and sixty-nine BETWEEN Antonas Shayer; M. Squire his wife of the City of Shinarump Co. of Governor's State of Michigan of the first part, and Surrea B. M. Shayer of the aforesaid Governor's State of the second part

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Hundred Dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm, unto the said parties of the second part, and to their heirs and assigns, FOREVER.

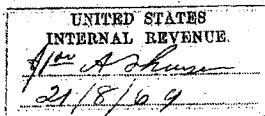
The following described piece of land situated on block one (1) City of Shinarump of Governor's State of Michigan bounded as follows, viz: on the north by the South line of the Shinarump River Road, East by Cash & Hazelton's lands owned by parties of first part, on the south by Union Street and on the West by property owned by parties of second part being all the land lying between Cash & Hazelton's Bar on the West and the West line of said Cash & Hazelton's lot extended to the South line of Rail Road & lands owned by parties of second part

Together with all and Singular, The hereditaments and appurtenances thereunto belonging or in otherwise appertaining:— TO HAVE AND TO HOLD the said premises, as above described, with the appurtenances, unto the said parties of the second part, and to their heirs and assigns, FOREVER. And the said parties of the first part, their heirs and executors, administrators and assigns, do covenant, grant, bargain and agree, to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the above granted premises, in Fee Simple, that they are free from all incumbrances whatever; and that they will, and their heirs, executors, administrators and assigns, shall WARRANT AND DEFEND the same against all lawful claims whatsoever.

In Witness Whereof, The parties of the first part have hereunto set their hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

J. W. Shayer  
M. A. Shayer



Antonias Shayer [L. S.]  
M. Squire Shayer [L. S.]

STATE OF MICHIGAN, ss. On this twenty first day of August in the year one thousand eight hundred and sixty-nine before me, the subscriber, a Notary Public in and for said County, personally appeared Antonas Shayer & his wife M. Squire to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed; and the said M. Squire wife of the said Antonas Shayer on a private examination by me, separate and apart from her said husband, acknowledged that she executed the same freely, and without any fear of or compulsion from any one.

J. W. Shayer  
Notary Public  
Greenwood Co.

Sum Due of Shinarump 1013 Page 299 to 400 for Notice of Claim

75/126

49/62

Alexander M<sup>c</sup>Farlane & Wife  
The Ship & Port Marguette  
Railway Co

Recorded Aug 18<sup>th</sup> 1894 at 8 o'clock A.M.  
This Day Registered  
By E. J. D. Harris. Deputy

This Indenture Made the  
Eighth day of August in the year of our Lord one thousand  
eight hundred & sixty nine Between Alexander M<sup>c</sup>Farlane &  
Margaret Ann M<sup>c</sup>Farlane his wife of Shippensburg County,  
Michigan, parties of the first part, & the Ship & Port Marguette  
Railway Company of Michigan, party of the second part. Witnesseth  
that the said parties of the first part for & in consideration of One  
thousand Dollars (\$1000) & other valuable considerations (which considerations  
said parties of the first part have received from said party of the second  
part) have granted, bargained & sold, & by their presents do grant, bargain,  
sell & convey unto the said party of the second part, its successors,  
assigns, all the land & premises situate in the County of Genesee  
in the State of Michigan, described as follows, to wit: Or for the point  
between the place of beginning.

Commence at a point where a line drawn  
parallel with the center line of the Ship & Port Marguette  
Railway, as located, & forty nine & one half (49 1/2) feet distant  
therefrom on the South & East side intersects the West boundary  
of the Deerfield or Genesee Road, (so called) in the Town of Burton  
in the County of Genesee & State of Michigan thence North 17° 45'  
East (Magnetic Bearing) parallel with the center line of said Railway  
One hundred & twenty five (25) feet to a point, which point is taken  
as the place of beginning; thence South 72° 15' East twenty one (21)  
feet; thence North 15° 40' East one hundred & sixty four & one half (164 1/2)  
feet to the South East corner of the Engine House now owned &  
occupied by said Railway Company; thence North 17° 45' East along  
the East side of the Engine House & Machinery Shop one hundred &  
thirty two & one half (132 1/2) feet to the North East corner of said building; thence  
on same course twenty (20) feet; thence North 14° 36' East four  
hundred & one (41) feet thence South 17° 45' West parallel with the center  
line of said Railway & forty nine & one half (49 1/2) feet distant therefrom  
seven hundred & seven & one half (717 1/2) feet to the place of beginning,  
containing more or less one hundredth of an acre more or less, also the following  
described piece of land situate in said County of Shippensburg, to wit: Or for the  
point taken as the place of beginning extend or project East the South  
line of M<sup>c</sup>Farlane or Eighth Street until it intersects the center line of  
the Ship & Port Marguette Railway as located; thence South 17° 45' West  
(Magnetic Bearing) along the center line of said Railway two hundred & thirty  
(230) feet to a point, which point is taken as the place of beginning;  
thence North 17° 45' East (Magnetic Bearing) four hundred & thirty nine & one half (439 1/2) feet being  
fifteen (15) feet in width on the East side of the center line of said  
Railway & twenty five (25) feet in width on the West side and there of  
creating a strip of land forty (40) feet in width & four hundred & thirty  
nine (39) feet long having its North & South ends parallel with said South  
line of M<sup>c</sup>Farlane or Eighth Street. Containing forty nine one hundredth  
(49 1/100) acres more or less, which parcels of land above described shall be used  
for the Railroad purposes. And said parties of the first part also grant

into said party of the second part, its successors & assigns, the right to remove the track now used as a siding on the land of said first party whenever the same shall cease to be used in connection with the Railway of said second party -

Together with all & singular the hereditaments & appurtenances thereto belonging or in any way appertaining & all the estate, right, title, claim & demand whatsoever of the parties of the first part both legal & equitable. Do hereby to hold the above granted premises, to the said party of the second part its successors & assigns forever, for the uses above expressed. And the said parties of the first part for themselves, their heirs, executors & administrators do covenant, grant, bargain & agree to & with the said party of the second part its successors & assigns, that, as the time of the assembling & delivery of their presents they are the owners of the premises above described in fee simple, & that the said lands are free from all incumbrances whatever, & that they will forever warrant & defend the same.

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

Signed Sealed & Delivered in Presence of  
17<sup>th</sup> line from top of 3<sup>rd</sup> page interlined before signing  
Geo. C. Fairbank  
Geo. H. Durand

Notary Public  
Aug. 12<sup>th</sup> 1869  
Clerk

Alexander M. Darlan  
Margaret Ann M. Darlan

State of Michigan }  
County of Monroe }

On this twelfth day of August in the year one thousand eight hundred & sixty nine, before me a Notary Public for said County, personally came the above named Alexander M. Darlan & Margaret Ann M. Darlan his wife, known to me to be the persons described in & who executed the within & foregoing instrument, & severally acknowledged the same to be their free act & deed, And the said Margaret Ann M. Darlan wife of the said Alexander M. Darlan on a private examination by me separately apart from her said husband, acknowledged that she executed the same freely & without any fear of or compulsion from any one

Geo. H. Durand

Notary Public  
Monroe Co Michigan

11/24/1869  
9 o'clock, A. M.  
Surrea McIntyre  
John Major, Register.  
By Legi. S. Warren Deput.  
This Indenture, Made this nineteenth day of May in the year of our Lord one thousand eight hundred and sixty-nine BETWEEN Henry M. McIntyre & Catharine A. Mc McIntyre of the City of Ann Arbor Genesee County State of Michigan of the first part, and Surrea A. McIntyre of the same place of the second part

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Thousand Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm, unto the said party of the second part, and to his heirs and assigns, FOREVER.

The following described piece of property to-wit: commencing at the North East corner of Union & Beach Street running Eastward on the North line of Union Street fifty eight and one half feet (58 1/2) thence Northerly at right angles with said Street to the South line of the Ohio & P. M. R. Road thence Westerly on the South line of said Road to the line of Beach St. thence Southerly on the East line of said St. to the place of beginning being the property known as the National House on Block 1 of the Village of Ann Arbor as recorded in the County of Genesee State of Michigan

Together with all and Singular, The hereditaments and appurtenances thereunto belonging or in otherwise appertaining:— TO HAVE AND TO HOLD the said premises, as above described, with the appurtenances, unto the said party of the second part, and to his heirs and assigns, FOREVER. And the said parties of the first part, their heirs and executors, administrators and assigns do covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the en sealing and delivery of these presents, they are well seized of the above granted premises, in Fee Simple, that they are free from all incumbrances whatever; and that they will, and their heirs, executors, administrators and assigns, shall WARRANT AND DEFEND the same against all lawful claims whatsoever.

In Witness Whereof, The parties of the first part have hereunto set their hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF  
Angela Harrison  
Oscar Bradbury  
UNITED STATES  
INTERNAL REVENUE.  
\$5.00 RECEIVED  
May 19 1869  
Henry M. McIntyre [L. S.]  
Catharine A. McIntyre [L. S.]

STATE OF MICHIGAN, ss. On this nineteenth day of May in the year one thousand eight hundred and sixty-nine before me, the subscriber, a Notary Public in and for said County, personally appeared Henry M. McIntyre & Catharine A. McIntyre his wife to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed; and the said Catharine A. McIntyre wife of the said Henry M. McIntyre on a private examination by me, separate and apart from her said husband, acknowledged that she executed the same freely, and without any fear of or compulsion from any one.

Oscar Bradbury  
Notary Public  
Genesee County  
Mich

See also file 1013 Page 3996 408 for affidavit  
Notice of Claim

25/124

Wm M Fenton & Wife

B. J. Lewis Register.

THIS INDENTURE:

Made this Eighth day of November in the year of our Lord one thousand eight hundred and sixty five BETWEEN William M Fenton & Adelaide S Fenton his wife of the City of Flint - Lenoir County Michigan of the first part, and the Flint & Holly Road Road Company and the Flint & Per. Marquette Rail Way Company of the second part, Witnesseth, That the said part of the first part, for and in consideration of the sum of One Thousand Dollars

to them in hand paid, by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm, unto the said part of the second part, and to their successors and assigns, FOREVER,

all that certain piece or parcel of land, being parts of lots one two, four & six in Block one in the village of Flint according to the recorded plot of said village, now in the city of Flint - Lenoir County Michigan and being a strip of land forty feet wide on the northwesterly side of the center line of the route of the rail road, constructed by the Flint & Per. Marquette Rail Way Company, across said Block as surveyed & located according to a map thereof filed in the office of the register of deeds for the county of Lenoir, and embracing all the land in said lots in said Block one (1) within forty feet of said center line of said Rail Road route on said northwesterly side thereof. Provided that in case of non use for Rail Road purposes the land hereby conveyed shall revert to the said parties of the first part their heirs or assigns.

{ W. S. Rowland 100 }  
{ Wm M Fenton 12<sup>th</sup> 1866 }

Together With All and Singular, The hereditaments and appurtenances thereto belonging, or in any wise appertaining; To Have and to Hold The said premises, as described, with the appurtenances, unto the said part of the second part, and to their successors and assigns, Forever. And the said part of the first part, their heirs, executors, administrators and assigns, do covenant, grant, bargain and agree, to and with the said part of the second part, their successors and assigns, that at the time of the sealing and delivery of these presents they are well seized of the above granted premises, in Fee Simple; that they are free from all incumbrances whatever; and that they will and their heirs, executors, administrators and assigns, shall WARRANT AND DEFEND the same against all lawful claims whatsoever.

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

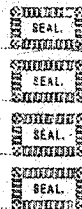
Signed, Sealed and Delivered, in Presence of

The said "successors" mentioned in their places before signing

J. Branch Fenton  
Adel. B. McCreary.

Wm M Fenton

Adelaide S Fenton



STATE OF MICHIGAN;

On this Eighth day of November

County of Lenoir  
Public

ss.

one thousand eight hundred and sixty five, before me, a Notary Public for said County, personally came William M Fenton and Adelaide S Fenton, known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

And the said Adelaide S Fenton wife of the said William M Fenton, on a private examination separate and apart from her said husband, acknowledged that she executed the same freely and without any fear or compulsion from any one.

J Branch Fenton

Notary Public  
Lenoir Co

Witness

54/225

225

Printed by R. H. Hazen, at the "Wolverine Citizen" Office, Flint, Mich.

Received for Record December 21<sup>st</sup>

1867, at 2 1/2 o'clock, P. M.

B. J. Lewis Register.

James Van Wert Chairman Board of Supervisors  
TO

Flint & Holly Rail Road, Co.

**THIS INDENTURE**

Made the Twentieth

day of December in the year of our Lord one thousand eight hundred and sixty-five

**BETWEEN** James Van Wert - Chairman of the Board of Supervisors of the County of Genesee State of Michigan and Agent duly appointed for on behalf of said County of Genesee of the first part, and  
the Flint & Holly Rail Road Company of the second part,

**Witnesseth**, That the said part of the first part, for and in consideration of the sum of Fifty Dollars

to said County in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, does grant, bargain, sell, remise, release, alien and confirm, unto the said part of the second part, and to its successors, heirs and assigns, FOREVER,

the following described piece or parcel of land situated in the County of Genesee and State of Michigan described as follows: to wit: Being a strip of land six rods wide across the north-east part of the north-east-quarter of the south-west-quarter of section number Twenty-nine "29" in Township number "7" North of Range number seven "7" East and where the rail road of said part of the second part is located across said lot, and including all the land now owned or claimed by the said County of Genesee on said north-east-quarter of the south-west-quarter of said section number Twenty-nine "29" within three rods of the centre line of the route of said Rail Road, located on either side thereof containing one & forty-one hundredths acre of land be the same more or less

{ U.S. Revenue 60 cts  
Dec 20<sup>th</sup> 1865 }

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, demand, whatsoever, of the said part of the first part, either in Law or Equity, of, in and to the above premises, with the said hereditaments and appurtenances, To Have and to Hold the said premises, as above described, with the appurtenances, unto the said part of the second part, and to its successors, heirs and assigns, FOREVER. And the said part of the first part, for and on behalf of said County of Genesee its successors, heirs and assigns, do hereby covenant and agree, to and with the said part of the second part, its successors, heirs and assigns, that at the time of the executing and delivery of these presents said County of Genesee well seized of the premises above described as of a good, sure, perfect, absolute and indefensible, Estate or Inheritance in Fee Simple, and that the said Lands and premises are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said part of the second part its successors, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, said County will forever WARRANT AND DEFEND

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

Signed, Sealed and Delivered in Presence of

Charles D. Long

Marion W. Smith

James Van Wert Chairman  
of the Board of Supervisors

STATE OF MICHIGAN

COUNTY OF Genesee

ss.

On this Twentieth day of December A.D. 1865  
before me, Notary Public in and for said County, personally came the above named

James Van Wert known to me to be the person who executed the foregoing instrument, and acknowledged the same to be his free act and deed.

Charles D. Long  
Notary Public  
Genesee Co  
Mich

*Received for Record*

1844 Oct 5 1/4 o'clock. O. M.

John S. Gage  
TO

10

L. J. Gould

*Register.*

THIS INDENTURE

Made the *Travel*

Shut & Holly RR Co

day of September in the year of our Lord one thousand eight hundred and sixty four

BETWEEN John L. Gage and Mary Gage his wife of the Township of Clinton  
in the County of Morris New Jersey of the first part, and

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eight Hundred and Sixty of the second part,

to James in hand paid by the said part<sup>s</sup> of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said James, his heirs and assigns forever, all that certain messuage or tenement situate in the parish of St. Martin in the County of Middlesex, containing the full and complete right of possession thereof, together with all rights and appurtenances thereto in anywise lawfully attaching, unto the said James his heirs and assigns forever.

[illegible]

Endite, described as follows: "The engraving of a point on the ear-bone shows the roots of the lateral lobe of the brain, proceeding from the anterior line of hard roots and visible here between and covered by the lateral lobe, and hard covered by the dorsal lobe. Brain, proceeding from

single flight degree East on hand last mentioned. View from windward side of the 1900 has steady breeze from the two degrees East on hand  
on July 1900 but it is a steady breeze from the fourth degree and, fifteen minutes past four hundred and seventy, one half 9700.

studies show South America bright degree most two; transients and, several hundred miles from feet, (27 Oct) he or she has been in both.

By Bird Road, thence southerly along said last mentioned road to white pine tree behind road, bearing 107° 44' from

the place of Beginning (entering) the island was after four or five islands after the of an acre, of land and water, and  
in the township of Bantow Bantow (Bantow <sup>1840</sup> Bantow), also the right of many years, private owners was common in the island of Bantow.

and part from the farm adjoining our said Rail Road, and extend to the Eastern boundary, commencing along the former line of  
said parties at the west part of the same (agreement) thence southwards. The said Rail Road former adjoining to be after.

of the lands hereby conveyed, in the direction leading to the same, as was mentioned.

**Together** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversionary remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, demand, whatsoever, of the said part of the first part, either in Law or Equity, of, in and to the above premises, with the said hereditaments and appurtenances

To Have and to Hold the said premises, as above described, with the appurtenances, unto the said party of the second part, and to ~~his~~ *his* heirs and assigns, FOREVER. And the said

part of the first part, for four and ten hours, executors and administrators, do covenant and agree, to and with the said party of the second part, if assigned here and assigns, that at the time of the ensailing and delivery of these presents, they and well seized of the premises above described, shall deliver unto the said party of the first part, or his heirs, assigns, executors and administrators, all such things as are therein expressed.

as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the LAW, in Fee Simple, and that the said LAUNDS are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part to be transferred to him and his heirs and assigns, against all and every person or persons lawfully claiming or to claim, the whole term of years therein to be enjoyed by him and his heirs and assigns forever. WARRANT AND DEFEND

In Witness Whereof, The said part~~ies~~ of the first part ha~~ve~~ hereunto set his hand and seals the day and year last above written

Signed, Sealed and Delivered in Presence of

*Thos. Patterson* *Marj. Gage* 

Porter Hazelton

STATE OF MISSISSIPPI } ss. On this fourteenth day of September  
County of Cumbe } 1914

one thousand eight hundred and eighty-four before me, a Justice of the Peace, and for said County, personally appeared, Edward A. Hughes and

known to me to be the person who executed the foregoing instrument, and acknowledged the same to be their free act and deed. and the said Mary Leary wife of said

John L. Hays on a private examination by and separate and to apart from her satisfaction to acknowledge that she reported the same for

and without any fear or suspicion from any one?  
The Politicians.—

Notary Public.

See Deed Liber 688 pages 377-388 for Agreement

Received for Record

1864 at 7 o'clock, P. M.

Edward H. Thompson

*G. F. Hood* Register.

Chas. E. F. Wilson

# THIS INDENTURE,

Made the experiment

Shint + Holly Rail Road Co.) day of May in the year of our Lord one thousand eight hundred and sixty four

BETWEEN *Edmund H. Thomson and Sarah J. Thomson of the City of Saint Louis*  
*the County of Genesee and State of Michigan* of the first part, and  
*The Saint & Holly Reel Road Company* of the second part.

Witnesseth, That the said part <sup>no</sup> of the first part, for and in consideration of the sum of Five hundred and Fifty Dollars

in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said part of the second part, as to its Receipts and assigns, FOREVER, <sup>benefit</sup> the following piece or parcels of land, situated in the County of Lapeere and State of Michigan, described as follows, to wit: Being a strip of land six rods wide across the North West quarter of the North West quarter of section twenty nine, and across the North East quarter of the North East quarter of section number thirty all in Township number seven North of Range number seven East, and where the Rail Road of said party of the second part is located across said lots, and including all the land now owned or claimed by the parties of the first part, on said North West quarter of the North West quarter of said section number twenty nine and on said North East quarter of the North East quarter of said section number thirty of said section number twenty nine, and on said North East quarter of the North East quarter of said section number thirty, rods of the center line of the route of said Rail Road, as located on either side thereof, containing in all four  $3\frac{1}{2}$  acres of lands be the same more or less, and all the ~~land~~ <sup>land</sup> which the party of the second part has taken from the above described lots, and all the earth which said party of the second part may need to take therefrom to complete the structure of their road bed across said lots.

**Together** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim <sup>and</sup> demand, whatsoever, of the said <sup>part</sup> of the first part, either in Law or Equity, of, in and to the above <sup>land</sup> premises, with the said hereditaments and appurtenances.

To Have and to Hold the said premises, as above described, with the appurtenances, unto the said party of the second part, and to his heirs and assigns, FOREVER. And the said \_\_\_\_\_

parties of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said party of the second part, to wit heirs and assigns, that at the time of the enrolling and delivery of these presents they have well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the Law, in Fee Simple, and that the said Lands and premises are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part to wit heirs and assigns, against ~~all~~ every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever WARRANT AND DEFEND

In Witness Whereof, The said part <sup>is</sup> of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Edward H. Thomson Jr.

H. C. Walker, L. Walker

STATUS IS UNKNOWN.

COUNTY OF Genesee On this Twenty first day of May  
1884 one thousand eight hundred and eighty four before me, a Notary Public in &  
and for said County, personally came the above named

known to me to be the person who executed the  foregoing  instrument, and acknowledged the same to be  their  free act and deed.

And the said Sarah & Thomson being by me examined, separately and apart from her said husband, acknowledged that she executed the same freely and without any fear or compulsion from any one.

Levi Walker, Notary Public

Received for Record

July 4<sup>th</sup>

1864 at 2 o'clock, P. M.

Leonard Messon &amp; wife

TO

H. F. Wood

Register.

**THIS INDENTURE;**

Made the Twenty Third

Flint &amp; Holly Rail Road Co

day of May

in the year of our Lord one thousand eight hundred and Sixty four

**BETWEEN** Leonard Messon and Ann S. Messon his wife of the City of Flint in the County of Genesee and State of Michigan of the first part, and  
the Flint & Holly Rail Road Company of the second part,

**Witnesseth,** That the said parties of the first part, for and in consideration of the sum of Two Hundred and Fifty Dollars

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said party of the second part, and to its successors, heirs and assigns, FOREVER, the following described piece or parcel of land situated in the County of Genesee and State of Michigan described as follows: To wit: Being a strip of land six rods wide across the south part of the south half of the South East quarter of Section number nineteen in Township number eleven north of range number eleven East and when the Rail Road of said party of the second part is located across said lot and including all the lands now owned or claimed by the parties of the first part on said South part of the South half of the South East quarter of said Section number nineteen within three rods of the center line of the route of said Rail Road as located on either side thereof containing Two and Twenty two One hundredths acres of land be the same more or less.

Interest Revenue Fifty cents

**Together** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and to the said party of the second part, its successors, heirs and assigns, FOREVER. And the said

**To Have and to Hold** the said premises, as above described, with the appurtenances, unto the said party of the second part, and to its successors, heirs and assigns, FOREVER. And the said

parties of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said party of the second part, its successors, heirs and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the premises above described, of as of a good, sure, perfect, absolute and indefensible Estate of INHERITANCE in the Law, in Fee Simple, and that the said Land and premises are free from all incumbrances whatever; and that the above bargained premises are in the quiet and peaceable possession of the said party of the second part its successors, heirs and assigns, against all every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever **WARRANT AND DEFEND**

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

Signed, Sealed and Delivered in Presence of

Fredrick Mortimer  
Edward J. Messon  
L. Backin

Leonard Messon

Ann S. Messon

**STATE OF MICHIGAN;**

COUNTY OF Genesee

ss.

On this Twenty third day of May A.D.

one thousand eight hundred and Sixty four

before me, A Notary Public in &amp;

and for said County, personally came the above named Leonard Messonand Ann S. Messon his wifeknown to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

And the said Ann S. Messon being by me Examined Separately and apart from her said husband acknowledged that she Executed the same freely and without any fear or Compulsion from any one

Levi Walker Notary Public  
Genesee Co  
Michigan

49/29/

471219

Received for Record *Franklin* 1894 at 8 o'clock, A.M.  
H. F. Road Register.

Henry L. Franklin & wife  
TO

**THIS INDENTURE**

Made the *second*

*Frank & Henry Road Co.* day of *April* in the year of our Lord one thousand eight hundred and *sixty-four*

BETWEEN *Henry L. Franklin and Sabra Franklin his wife of the Township of Benton in the County of Benzie & State of Michigan* of the first part, and  
*the Frank & Henry Road Company* of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of *One Hundred and twenty-five*

*Dollars* to *them* in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said party of the second part *unto the successors heirs and assigns, FOREVER, the following described piece or*

*parcel of land situated in the County of Benzie and State of Michigan described as follows to wit: Being a strip of land five rods wide across the North East part of the North East quarter of the South West quarter of Section number nineteen in Township number seven North of Range number eleven East and where the Rail Road of said party of the second part is located across said lot and including all the land now ~~now~~ owned or claimed by the parties of the first part on said North East quarter of the South West quarter of said Section number nineteen within those rods of the center line of the route of said Rail Road as located on the East side thereof and within two rods of said center line on the West side thereof containing Eighty one hundred and one acres of land by the same men or her, together with the right to said party of the second part its successors & assigns to enter upon that part of said North East quarter of the South West quarter of said Section number nineteen which is North East of the said Rail Road's route and to construct maintain & use one or more Rail Road tracks or said tracks over & across the same at such time or times & in such manner and so long as said party of the second part its successors & assigns there choose.*

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, *claim demand whatsoever*, of the said parties of the first part, either in Law or Equity, of, in and to the above *bargained* premises, with the said hereditaments and appurtenances,

To Have and to Hold the said premises, as above described, with the appurtenances, unto the said party of the second part, and *to its successors heirs and assigns, FOREVER.* And the said

*parties of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said party of the second part, its successors heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above as of a good, sure, perfect, absolute and indefeasible Estate of INHERITANCE in the Law, in Fee Simple, and that the said Lands and premises are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors heirs and assigns, against ~~all~~ every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever WARRANT AND DEFEND*

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

Signed, Sealed and Delivered in Presence of  
the words "I witness" of said couple  
line on the back side being witnessed before  
beginning  
*George W. Walker*

*S. Walker*

*Interest Revenue 50 cents*

*Henry L. Franklin*

L.S.

L.S.

L.S.

*Sabra Franklin*

STATE OF MICHIGAN;

ss. On this *second* day of *April* A.D.

one thousand eight hundred and *sixty-four* before me, a Notary Public in &

and for said County, personally *knowing the above named Henry L.*

*Franklin and Sabra Franklin his wife*

known to me to be the persons who executed the  *foregoing* instrument, and acknowledged the

same to be *their* free act and deed.

*and the said Sabra Franklin being by me Examined separately and apart from her said Husband acknowledged that she executed the same freely and without any fear or compulsion from any one -*

*Levi Walker Notary Public*

*Benzie Co Mich*

Received for Record May 7th 1864, at 8 o'clock, A.M.  
H. F. Rankin Register.

David Humphreys & wife  
TO

**THIS INDENTURE;**

Made the twenty fifth

Third & Holly Roads, Sec

day of April

in the year of our Lord one thousand eight hundred and sixty four

BETWEEN David Humphreys and Elizabeth Humphreys his wife of the Township of Benton in the County of Genesee and State of Michigan of the first part, and  
The Third and Holly Roads Company of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Hundred and Fifty dollars

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said party of the second part, and to his heirs and assigns, FOREVER, the following described piece or

parcel of land situated in the County of Genesee and State of Michigan described as follows to wit: Being a strip of land six rods wide across the South East quarter of the North West quarter of Section number twenty nine in Township number seven North of range number seven East, and when the Rail Road of said party of the second part is located across said lot and including all the land now owned or claimed by the party of the first part on this South East quarter of the North West quarter of said Section number twenty nine within three rods of the center line of the North of said Rail Road as located on either side thereof containing three acres of land be the same more or less -

into Revenue Fifty cents

Together with all and singular the hereditaments and appurtenances therunto belonging, of in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, demand, whatsoever, of the said parties of the first part, either in Law or Equity, of, in and to the above bargained premises, with the said hereditaments and appurtenances.

To Have and to Hold the said premises, as above described, with the appurtenances, unto the said party of the second part, and to his heirs and assigns, FOREVER. And the said

parties of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said party of the second part, at his request and assigns, that at the time of the sealing and delivery of these presents they well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the Law, in Fee Simple, and that the said Land and premises are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, at his request and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever WARRANT AND DEFEND.

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

Signed, Sealed and Delivered in Presence of

Geo W. Macken

L. Macken

David Humphreys

Elizabeth Humphreys

STATE OF MICHIGAN;

COUNTY OF Genesee ss. On this twenty fifth day of April 1864 one thousand eight hundred and sixty four before me, a Notary Public in and for said County, personally came the above named David Humphreys and Elizabeth Humphreys his wife known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

and the said Elizabeth Humphreys being by me Examined separately and apart from her said husband acknowledged that she executed the same fully and without any fear or compulsion from any one

Levi Walker Notary Public  
Genesee Co

See True Lien 1013 Page 399 to 408 for Notice of Claim

1864, at 8 1/2 o'clock, A.M.

Clarissa Beekwith  
TO

*J. G. Howard*  
by *C. C. Smith* Deputy Register.

# FEELS INDENTURE

Made the Nineteenth

Thirteenthly, Rail Road Co.) day of February in the year of our Lord one thousand eight hundred and sixty four

**BETWEEN** *Clayton Beckwith of the Township of Brandon in the County of Brandon and*  
*State of Michigan* of the first part, and

The United States Postal Service

Witnesseth, That the said part 4 of the first part, for and in consideration of the sum of One hundred Dollars

to her in hand paid by the said part<sup>4</sup> of the second part, the receipt whereof is hereby confessed and acknowledged, ha<sup>2</sup> granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do<sup>2</sup> grant, bargain, sell, remise, release, alien and confirm, unto the said part<sup>4</sup> of the second part, and to its heirs and assigns home and assigns, FOREVER.

The following described piece or pieces of Land situated in the County of Chenesee and State of Michigan described as follows to wit Being a strip of Land six rods wide across a part of the West half of the North West quarter quarter of Section number Nineteen in Township number seven North of range number seven East and where the Rail Road of said party of the second part is located across said Lot and including all the Land now owned or claimed by the party of the first part on said West half of the North West quarter of said Section number Nineteen within three rods of the center line of the route of said Rail Road as located on either side thereof containing one acre of Land be the same more or less

**Together** with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim *share of benefit* demand, whatsoever, of the said party of the first part, either in Law or Equity, of, in and to the above *assessed* premises, with the said hereditaments and appurtenances;

to have and to hold the said premises, ne above described, with the appurtenances, unto the said party of the second part, and to its heirs and assigns. FOREVER. And the said \_\_\_\_\_

part 4 of the first part, for himself and his heirs, executors and administrators, do covenan  
and agree, to and with the said part 4 of the second part, the Successors heirs and assigns, that at the  
time of the ensembling and delivery of these presents theirs well seized of the premises above described  
as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the Law, in Fee Simple, and that the said Lands and premises  
are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the  
said part 4 of the second part, the Successors heirs and assigns, against all and every person or persons lawfully claiming or to claim the  
whole or any part thereof, she will forever WARRANT AND DEFEND

In Witness Whereof, The said part 4 of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Porter Hayleson

Wm Patterson

Clarissa Beckwith

STATE OF MICHIGAN:

COUNTY OF Genesee } ss. On this fourteenth day of February A D  
one thousand eight hundred and eighty four before me, a Notary Public in and  
and for said County, personally came the above named

known to me to be the person who executed the foregoing instrument, and acknowledged the same to be free act and deed.

Porter Hayleson Notary Public

Received for Record March 8th

1884 at 9 o'clock A.M.

Jeff Whitecomb & wife  
TO

J. H. Wood, Register.  
by C. C. Smith, Deputy

THIS INDENTURE

Made the 5th

The White-Holly Rail Road Co. day of February in the year of our Lord one thousand eight hundred and eighty-four  
BETWEEN Jeff Whitecomb and Sarah Whitecomb his wife of the Township of Barton in the County of Genesee and State of Michigan of the first part, and  
The White-Holly Rail Road Company of the second part,

Witnesseth, That the said part of the first part, for and in consideration of the sum of Fifty Dollars

to them in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said part of the second part, and to their successors, heirs and assigns, FOREVER,

The following described piece or parcel of land situated in the County of Genesee and State of Michigan described as follows to wit Being a strip of land six rods wide across the North East part of the South West quarter of the North West quarter of Section number Twenty nine in Township number seven North of Range number seven East and where the Rail Road of said party of the second part is located across said land including all the land now owned or claimed by the parties of the first part on said South West quarter of the North West quarter of said section number Twenty nine within three rods of the centre line of the route of said Rail Road as located on either side thereof containing one & thirty seven one hundredths acre of land be the same more or less

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand, whatsoever, of the said part of the first part, either in Law or Equity, of, in and to the above described premises, with the said hereditaments and appurtenances,

To Have and to Hold the said premises, as above described, with the appurtenances, unto the said part of the second part, and to its successors, heirs and assigns, FOREVER. And the said

part of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said part of the second part, its successors, heirs and assigns, that at the time of the enrolling and delivery of these presents they are well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the Law, in Fee Simple, and that the said Land and premises are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said part of the second part, its successors, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever WARRANT AND DEFEND

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

Signed, Sealed and Delivered in Presence of

Edwin Kemmerbocker

L. Walker

Jeff Whitecomb

Sarah Whitecomb



STATE OF MICHIGAN

ss. COUNTY OF Genesee On this 5th day of February A.D. one thousand eight hundred and eighty-four before me, a Notary Public in and for said County, personally came the above named Jeff Whitecomb and Sarah Whitecomb his wife known to me to be the persons who executed the foregoing instrument, and same to be their free act and deed.

And the said Sarah Whitecomb being by me examined separately and apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion from any one  
Levi Walker Notary Public Genesee Co Mich

49/147

Received for Record March 8<sup>th</sup>

1864 at 9 o'clock, A. M.

Joel Demming & wife  
TO

L. J. Wood, Register  
by C. O. Smith, Deputy

THIS INDENTURE;

Made the 5<sup>th</sup>

Chitt-Holly Rail Road Co. day of March in the year of our Lord one thousand eight hundred and sixty four.  
BETWEEN Joel Demming and Caroline Demming his wife of Benton in the County of  
Genesee and State of Michigan  
The Chitt-Holly Rail Road Company of the first part and  
of the second part,

Witnesseth, That the said part of the first part, for and in consideration of the sum of Three hundred and forty Eight Dollars.

to them in hand paid by the said part of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said part of the second part, and to its successors, heirs and assigns, FOREVER,

The following described piece or parcel of Land situated on the County of Genesee and State of Michigan described as follows to wit: Being a strip of Land six rods wide across the South East quarter of the North west quarter of Section number Nineteen in Township number seven North of Range number seven East and where the Rail Road of said party of the second part is located across said lot and including all the land now owned or claimed by the parties of the first part on said South East quarter of the North west quarter of said section number Nineteen within three rods of the center line of the route of said Rail Road as located on either side thereof containing Three and 48 one hundredths acres of land be the same more or less

Internal Revenue fifty cents

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, demand, whatsoever, of the said part of the first part, either in Law or Equity, of, in and to the above described premises, with the said hereditaments and appurtenances,

To Have and to Hold the said premises, as above described, with the appurtenances, unto the said part of the second part, and to its successors, heirs and assigns, FOREVER. And the said

part of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said part of the second part, its successors, heirs and assigns, that at the time of the enrolling and delivery of these presents, they are well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible Estate of INHERITANCE in the Law, in Fee Simple, and that the said Lands and premises are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said part of the second part, its successors, heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever WARRANT AND DEFEND

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

Signed, Sealed and Delivered in Presence of

J. M. Bigole  
L. Walker

Joel Demming  
Caroline Demming

STATE OF MICHIGAN

ss. On this 5<sup>th</sup> day of March A. D. 1864  
one thousand eight hundred and sixty four before me, a Notary Public in and for said County, personally came the above named Joel Demming and Caroline Demming his wife known to me to be the person who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

And the said Caroline Demming being by me examined separately and apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion from any one  
D. W. Walker Notary Public Genesee County Michigan

49/218

Printed by F. H. Rankin, at the "Wolverine Citizen" Office, Flint, Mich.

Received for Record May 30

1894, at 8 o'clock, A. M.

Charles C. Ball + wife

G. F. Wood

Register.

THIS INDENTURE

Made the nineteenth

Hub + Kelly R. R. Co

day of April

in the year of our Lord one thousand eight hundred and ninety four

BETWEEN Charles C. Ball and Eunice M. Ball of the Township of Beaton in the County of Genesee and State of New York of the first part, and the Hub + Kelly Rail Road Company of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Hundred and Fifty Dollars

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened and confirmed, and by these presents, do grant, bargain, sell, remise, release, alien and confirm, unto the said party of the second part, unto its successors and assigns, FOREVER, the following described premises or parcel of land situated in the County of Genesee and State of Michigan described as follows To wit - Being a strip of land situate and across the North part of the South half of the South east quarter of Section Number Nineteen in Township Number Seven North of Range Number Seven East and when the Rail Roads of said party of the second part is located across said lot and including all the lands now owned or claimed by the parties of the first part on said South half of the South East quarter of Section Number Nineteen within this road of the center line of the route of said Rail Roads as located on either side thereof containing two + twelve one hundredths acres of land be the same more or less -

Together with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, demand, whatsoever, of the said parties of the first part, either in Law or Equity, of, in and to the above described premises, with the said hereditaments and appurtenances, To Have and to Hold the said premises, as above described, with the appurtenances, unto the said party of the second part, and to its successors and assigns, FOREVER. And the said

parties of the first part, for themselves and their heirs, executors and administrators, do covenant and agree, to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the Law, in Fee Simple, and that the said Lands and Premises are free from all incumbrances whatever; and that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, they will forever WARRANT AND DEFEND

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

Signed, Sealed and Delivered in Presence of  
James Lick  
L. Harker  
Internal Revenue fifty cents  
Charles C. Ball  
Eunice M. Ball

STATE OF MICHIGAN  
COUNTY OF Genesee ss. On this nineteenth day of April A. D. one thousand eight hundred and ninety four before me, a Notary Public in and for said County, personally appeared the above named Charles C. Ball and Eunice M. Ball his wife known to me to be the person who executed the foregoing instrument, and acknowledged the same to be their free act and deed. and the said Eunice M. Ball being by me Examined Separately and apart from her said husband acknowledged that she executed the same freely and without any fear or compulsion from any one  
Levi Harker  
Notary Public  
Genesee Co Mich

See State Libr 1013 Page 399 to 409 for "Notes of Chain"

GEN. CO. REGISTER OF DEEDS  
RECEIVED

2008 OCT 20 P 1:22

Instr: 200810220072494 10/22/2008  
P: 1 of 4 F: \$23.00 8:26AM  
Melvin Phillip McCree T20080024563  
Genesee County Register ENV

### EASEMENT FOR UNDERGROUND ELECTRIC LINE

Notification # 1000605162  
Design Doc # 10016039  
Tax Code # 253617

Parties: "Owner" is RIVER CITY DEVELOPMENTS, LLC, a Michigan limited liability company

Owner's mailing address is 503 S. Saginaw Street, Suite 1500, Flint, Michigan 48502

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for underground electric line in, on, under, and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the City of Flint, County of Genesee, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an underground electric line in the Easement Area. The underground electric lines may consist of underground cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, and other equipment for transmitting and distributing electrical energy and communications signals.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the underground electric line or lateral lines.

Buildings/Structures: Owner shall not: 1) locate any buildings, structures, septic systems, drain fields, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation within the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the electric line or lateral line on Owner's Land, this easement shall automatically apply to such relocated line.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

4  
3  
23

Date: 8-19-08

Instr: 200810220072494 10/22/2008  
P: 2 of 4 F: \$23.00 8:26AM  
Melvin Phillip McCree T20080024563  
Genesee County Register ENV

Owner: RIVER CITY DEVELOPMENTS, LLC,  
a Michigan limited liability company

By: [Signature]  
Ridgeway White

Its: Managing Member

Acknowledgment

The foregoing instrument was acknowledged before me in Genesee County, Michigan,

on 8/19/08 by Ridgeway White, Managing Member of  
Date Print Owner's Name(s)

River City Developments, LLC, a Michigan limited liability company, on behalf of the company

Lisa B Maxwell Notary Public  
Genesee County, Michigan  
Acting in 2 County  
My Commission expires: 8/27/2011

9  
\*

*This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).*

Prepared By: Jill L. Jedele 8/14/08  
Consumers Energy Company  
3201 E. Court St.  
Flint, MI 48502

After recording, return to:  
Carol Rudolph, EP7-452  
Business Services  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

23-DD

EXHIBIT A

Owner's Land

Instr: 200810220072494 10/22/2008  
P: 3 of 4 F: \$23.00 8:26AM  
Melvin Phillip McCree T20080024563  
Genesee County Register ENV

Parcel ID No. 40-13-276-013

Part of Block C, STOCKTON'S WEST ADDITION, according to the plat thereof as recorded in Deed Liber 8, page 428 and transcribed in Book 1 of Plats, page 4, Genesee County Records, and also part of unplatted land in Section 8, plat of Sections 2, 3, 4, 5, 6 & 8, being part of the Reserve at and near the Grand Traverse on the Flint River, in the City of Flint, Genesee County, Michigan, described as follows:

Commencing at the SE corner of Block C, Stockton's West Addition, said point being the intersection of the Westerly r/w line of Grand Traverse Street and the Northerly r/w line of First Street; thence S60°40'00"W 132.00 feet along said Northerly r/w line to the SE corner of Lot 6, Block C, Stockton's West Addition for the Point of Beginning; thence continuing S60°40'00"W 264.0 feet along said r/w line to the Westerly r/w of Ann Arbor Street; thence S29°19'00"E 33.00 feet; thence S60°40'00"W 174.59 feet; thence N29°27'52"E 54.61 feet; thence N60°32'08"W 40.62 feet; thence S52°47'52"W 262.60 feet; thence S44°06'52"W 193.56 feet; thence N25°52'08"W 27.11 feet; thence N37°31'52"E 80.80 feet; thence N02°24'52"E 32.66 feet; thence N51°38'22"E 219.33 feet; thence N30°22'00"W 279.40 feet to the Southerly r/w line of Kearsley Street; thence N60°47'52"E to the NW corner of Lot 5, Block C, Stockton's West Addition; thence Southeasterly 99.17 feet; thence S46°25'00"W 35.60 feet; thence S55°37'30"W 67.00 feet; thence S60°40'00"W to centerline of Vacated Ann Arbor Street; thence S29°19'00"E 77.55 feet along said centerline; thence N60°43'56"E 299.04 feet to the Southerly r/w line of the abandoned CSX RR; thence S28°12'28"W 80.65 feet along said Southerly r/w line to the Easterly Lot line of Lot 6, Block C, Stockton's West Addition; thence S29°19'00"E 125.65 feet along said lot line to the point of beginning. All being in the NE 1/4 of Section 13, T7N-R6E, City of Flint.

Commonly known as 501 W. Kearsley Street, Flint, MI 48502

9  
\*

EXHIBIT B

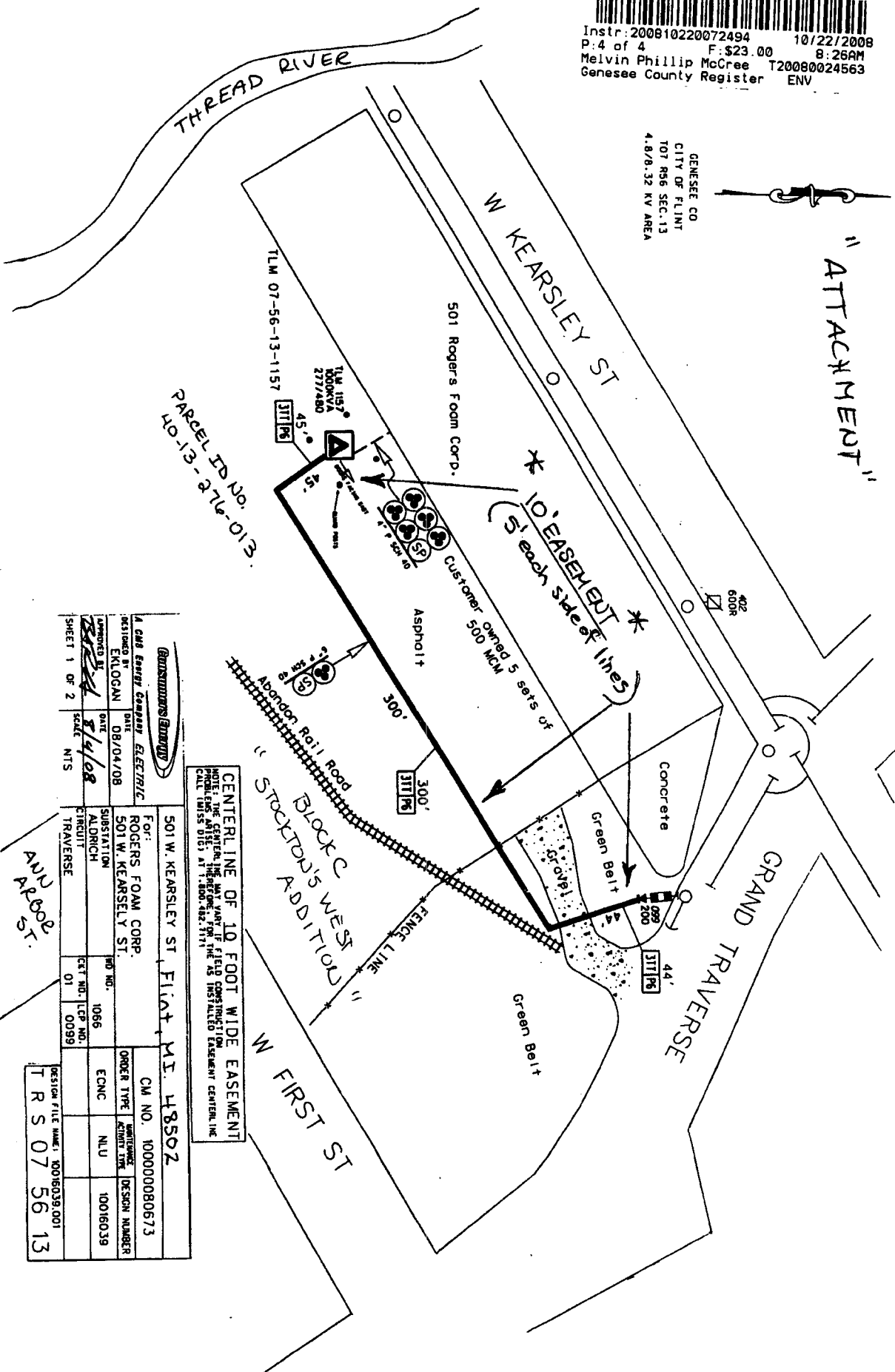
Easement Area

A 12 foot-wide strip of land, being 6 feet on each side of the centerline of the underground electric line as constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

GENESEE CO  
CITY OF FLINT  
T07 R56 SEC.13  
4.8/8.32 KV AREA

"ATTACHMENT"

Q \*



Consumers Energy	
A CMS Energy Company <b>ELECTRIC</b>	
DESIGNED BY	DATE
EKLOGAN	08/04/08
APPROVED BY	DATE
<i>[Signature]</i>	8/4/08
SHEET 1 OF 2	SCALE
NTS	

501 W. KEARSELEY ST.		FLINT MI. 48502	
For: ROGERS FOAM CORP. 501 W. KEARSELEY ST.		CM NO. 100000080673	
SUBSTATION		ORDER TYPE	DESIGN NUMBER
ALDRICH	IND NO. 1066	ECMC	NLNU
CIRCUIT	Ckt NO. 01		10016039
TRAVERSE	01	0059	

DESIGN FILE NAME: 10016039.001  
TRS 07 56 13

9705241

PRESENTED: MAY 27 1997

ADOPTED: MAY 27 1997

Resolution Recommending Vacation of Stockton Street

BY THE MAYOR:

WHEREAS, due notice having been given to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to vacate the street, alley or public ground known as Stockton Street from the south right-of-way of Ann Arbor St. south to the north right-of-way line of W. 3rd. St., Stockton's West Add. WARD 8, and

WHEREAS, pursuant to the requirements of Section 42-25 of the Flint City Code a public hearing has been held so that members of the Flint City Council could meet and hear objections to the proposed vacation and discontinuance of the above described street, alley or public ground;

NOW, THEREFORE, BE IT RESOLVED, that Stockton Street from the south right-of-way of Ann Arbor St. south to the north right-of-way line of W. 3rd. St., Stockton's West Add. WARD 8 is hereby vacated and discontinued forever as a public street, and the same is hereby placed on the assessments rolls for the purpose of taxation, that there is hereby reserved to the City of Flint an easement for public utility purposes, for the operation, repair, maintenance and replacement of sewers, water mains and appurtenances presently installed in the portion of the attached described street, alley or public ground herein vacated, and except further that an easement for public utility purposes for the operation, repair and maintenance and replacement of gas mains and underground and overhead electric and telephone lines and appurtenances presently installed in the portion of the attached described street, alley or public ground herein vacated is hereby reserved to the owners of such facilities. No structures shall be placed over or under any such existing utility without the express written consent of the owner thereof.

BE IT FURTHER RESOLVED, that the City Clerk shall within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

APPROVED AS TO FORM:

*W. Crawford II*  
William H. Crawford II  
Chief Legal Officer

APPROVED BY  
CITY COUNCIL

MAY 27 1997

*H. Loran*

1100  
City of Flint  
1101 S. Saginaw  
Flint, MI 48502

m527.9

38619

STATE OF MICHIGAN }  
County of Genesee. }

I, Inez M. Brown, City Clerk of the City of Flint, having the custody of the record and proceedings of the Flint City Council

of said City, do hereby certify that I have compared the attached copy of Reso. 970524.1

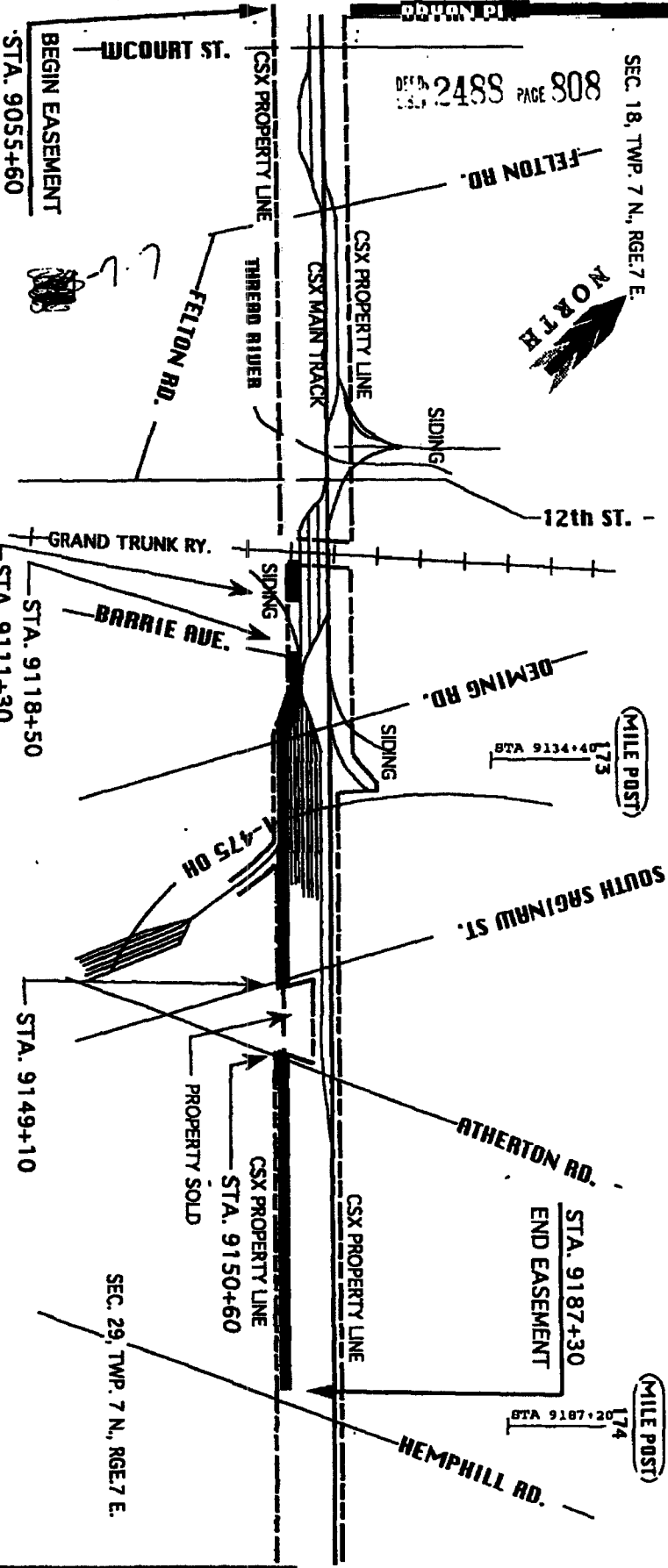
with the original now on file and of record in this office, and that such is a true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City, this 19th day of May 1997.

A. D. 1997

*Inez M. Brown*  
City Clerk

SEC. 18, TWP. 7 N., RGE. 7 E.



PART OF SEC. 18 AND 29, TWP. 7 N., RGE. 7 E. FLINT, GENESEE COUNTY, MICHIGAN AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON CSX NORTHEASTERN PROPERTY LINE AT VALUATION STATION 9055+60 BEING ON THE NORTHWESTERN SIDE OF BRYAN PL.; THENCE IN A SOUTHWESTERN DIRECTION, CROSSING CSX MAIN TRACK TO THE SOUTHERN SIDE AT SAID STATION, THENCE IN A SOUTHEASTERN DIRECTION TO STATION 9111+30 WHERE THE POWER LINE LEAVES CSX PROPERTY TO REENTER AT STATION 9118+50 AND CONTINUE ALONG SAID SOUTH SIDE OF CSX TRACKS TO THE POINT OF ENDING AT STATION 9187+30 BEING NORTHWEST OF HEMPHILL ROAD; LESS AND EXCEPT THAT PORTION LOCATED BETWEEN STATIONS 9149+10 AND 9150+60; FOR A TOTAL LENGTH OF 12,450 FEET.

**FLINT, MICHIGAN**  
**AGREEMENT NO. L-20815**

DATED 11/12/41

CPCO. DRAWING NO. NA

CPCO. REFERENCE NO. 030178

CPCO. FILE NO. 977

**LEGEND**

———— EASEMENT LINE, L= 12,450 FT.  
———— CSXT PROPERTY LINES

**EXHIBIT CP-1**

CSX TRANSPORTATION, INC.  
NON EXCLUSIVE AERIAL EASEMENT FOR  
A SINGLE 22 KV LINE TO  
CONSUMERS POWER  
GENESEE COUNTY MICHIGAN

DATE: 10/05/92  
SCALE: NOT TO SCALE  
DRAWN BY: WEB  
REV. 11/04/92

VALUATION SEC.  
V.S. 18/22.23 & 24

CSXT File: CONSUMERS.TRJ  
120192:1100

Sheet 1

This Document executed  
in nine (9) original  
counterparts, for simul-  
taneous recording in  
seven (7) counties.

Counterpart No. of 9

THIS PERPETUAL EASEMENT AGREEMENT, Made this 1st day of December, 1992, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Railroad", and CONSUMERS POWER COMPANY, a Michigan corporation, whose mailing address is hereinafter called "Utility."

(Wherever used herein, the terms "Railroad" and "Utility" shall be construed in the singular or plural as the context may require or admit and shall include the successors and assigns of each corporation.)

WITNESSETH: That Railroad, for and in consideration of the sum of TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$270,000.00), to it in hand paid by Utility, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter made and contained on the part of Utility to be kept and performed, hereby GRANTS, insofar as its title enables it so to do, unto Utility, a NONEXCLUSIVE PERPETUAL AERIAL EASEMENT, hereinafter the "Easement", upon, over, under, across, and along, as the case may be, the railroad tracks, right-of-way, and property owned, controlled or operated by Railroad, its successors or assigns, together with ancillary surface rights as set forth herein, hereinafter collectively referred to as "Corridor," for the continued use and maintenance, operation, repair, renewal, replacement or removal of twelve (12) separate occupancies for aerial longitudinal placements, of certain electrical transmission and distribution wires (overhead), poles, anchors, guys and appurtenant equipment associated therewith and attachments and appurtenant equipment for communication purposes, hereinafter collectively referred to as "Facilities", as shown on Exhibits "CP-1" through "CP-6" and "CP-10" through "CP-15", attached hereto and incorporated herein, and located in the following counties within the State of Michigan:

CONSUMERS.TEJ  
120192:1100

Sheet 2

<u>County</u>	<u>Exhibit No(s).</u>
Bay	CP-4
Genesee	CP-1
Manistee	CP-12
Muskegon	CP-2 and CP-14
Oakland	CP-6
Ottawa	CP-15
Saginaw	CP-3; CP-5; CP-10; CP-11 and CP-13

EXCEPTING and RESERVING unto Railroad, its successors and assigns: (1) the paramount right to continue to occupy, possess and use the Corridor in which the Easement is imposed for any and all railroad purposes consistent with Railroad's operations and needs, including but not limited to the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Railroad's tracks, signals, wires and other railroad facilities as now exist or which may in the future be located in, upon, over, under or across the Corridor; and (2) the right to grant other nonexclusive wireline longitudinal occupations of the Corridor.

TO HAVE AND TO HOLD said Nonexclusive Easement for so long as Utility uses and maintains the Facilities therein; SUBJECT, however, to any existing railroad facilities, public utilities, and other wireline, fiber optic facilities located in, on, over, under or across the Corridor, and to all existing instruments, agreements, easements and rights therefor, whether recorded or not; and SUBJECT TO the following conditions, covenants and limitations:

1. No alteration or expansion shall be made to the Facilities shown on said Exhibits, including, but not limited to, change in location, nature, diameter or capacity of wire (in excess of 10% increase), voltage capacity (in excess of 10% increase), number or use of any Facility(ies), without the prior written consent of Railroad, which consent shall not be unreasonably withheld.
2. Utility shall not commence any new construction, or any maintenance, repair, alterations, renewal, relocation, expansion, replacement or removal of existing Facilities, unless and until the mechanics of such work and all matters related thereto have received the approval of Railroad, which approval shall not be unreasonably withheld.

3. (A) Railroad's consent and approval under Paragraphs 1. and 2. shall be conditioned upon receipt of all plans, data and specifications therefor and the compliance of same with the standards described in Paragraphs 4. and 8. Railroad shall not unreasonably delay its review of Utility's plans, and Railroad shall inform Utility of its consent or of the necessity of changes to such plans within thirty (30) days after Railroad has been furnished with all information requested by Railroad. Railroad may further condition its consent to any new construction or any increase in capacity or diameter in Facilities (in excess of 10%) upon the payment by Utility to Railroad of an additional consideration for such enlargement.

(B) Railroad's consent or approval, under Paragraphs 1. or 2., shall also be conditioned upon the compliance of Utility's plans with the applicable specifications and standards of the following:

- American Railway Engineering Association (AREA)
- Association of American Railroads (AAR)
- National Electrical Safety Code (NESC)
- National Electric Code (NEC)

In the event of any conflict among the foregoing, the most stringent of the applicable specifications or standards shall be the governing factor for consent or approval.

4. All installation, maintenance, repair, alteration, renewal, relocation, replacement or renewal of the Facilities shall be done under general conditions satisfactory to and approved by Railroad and shall not interfere with the proper and safe use and operation of the rail operations or property of Railroad; PROVIDED, however, that if any governmental authority having jurisdiction over the Facilities and/or over Railroad's rail operations has determined the manner and for means of installation, maintenance, repair, alteration, renewal, expansion, relocation, replacement or removal of such Facilities, then such determination shall prevail, and Utility agrees to comply therewith at all times at Utility's sole cost and expense.

5. When performing any work in connection with the Facilities, Utility shall take all steps reasonable and necessary to keep persons, equipment and materials a safe distance from the tracks of Railroad, and shall furnish workmen or flagmen to the Work site or pay Railroad's costs to furnish same to the Work site.
6. In addition to but not in limitation of Paragraph 5., if at any time Railroad should deem flagmen, watchmen, or inspectors desirable or necessary to protect Railroad's operations, property, employees, patrons, or licensees, during the course of any work on the Facilities in the Corridor, Railroad shall have the right to place such flagmen, watchmen, or inspectors; and Utility agrees to bear the full cost (as specified in Paragraph 14. of this Agreement), and expense thereof, and to promptly reimburse Railroad upon demand. However, the furnishing or failure to furnish flagmen, watchmen, or inspectors by Railroad shall not release Utility from any liabilities assumed by Utility hereunder, and such flagmen, etc., shall be deemed to be the sole contractors of Utility while so furnished and engaged.
7. Utility shall maintain, repair and renew the Facilities at Utility's sole cost. However, if Utility fails to make such repairs or renewals, then Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may make such repairs and renewals and furnish such material as it may deem adequate and necessary, all at the sole risk, cost and expense of Utility.
8. Utility shall comply with all statutes, regulations, orders, directives, ordinances and similar promulgations of law applicable to its use and operation of the Facilities, and assumes all costs, expense and responsibility in connection therewith, without any liability therefor on the part of Railroad; and Utility agrees to defend, indemnify and hold Railroad harmless from and against all costs, fines, penalties and expenses arising from the failure of Utility to so comply.
9. Utility understands that railroad operations near Utility's Facilities involve risk, and as part of the consideration for this Agreement, with full knowledge and appreciation of such risk, Utility waives any right to seek or claim any direct or consequential damages for any

loss or injury to Utility's Facilities which may result from derailment or fire arising from Railroad's rail operations. This waiver also includes damages due to loss of or interference with service or use of service. This waiver includes damages due to Railroad's fault, failure or negligence, but does not include damages due to Railroad's willful misconduct.

10. Utility agrees to defend and indemnify Railroad against any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that Railroad, in respect to Utility's use of the Corridor, failed to furnish a safe place to work.
11. Neither the failure by Railroad to make verbal or written complaints to Utility with respect to Utility's failure to carry out its obligations under this Agreement, nor knowledge on the part of Railroad of such failure by Utility, shall not be deemed to constitute acquiescence therein by Railroad or actionable negligence on the part of Railroad.
12. If a claim or action is made or brought against Railroad, for which Utility may be responsible hereunder in whole or in part, Utility shall be notified and permitted to participate in the handling or defense of such matter.
13. The right of inspection of the Facilities by Railroad shall extend for an appropriate distance, inasmuch as the method of construction and the materials used in the construction, maintenance, repair, alteration, renewal, replacement, or relocation of the Facilities may have a significant impact upon the strength and stability of the Facilities over, under, upon, or in the property of the Railroad within the Corridor.
14. In the event work is performed or material is furnished by Railroad, as part of Utility's repair or maintenance duty, Utility agrees to pay to Railroad the actual cost of material plus Railroad's currently applicable overhead percentages or rates (developed and published by the Accounting Department of Railroad) and Railroad's "force account" charges in effect at the time of the performance

of any such work, within thirty (30) days of the presentation of such bill(s) by Railroad. Railroad will, as soon as practical following Utility's request for work or materials to be furnished by Railroad, advise Utility of the estimated cost and expense thereof.

15. Upon written request of Railroad to accommodate any change in the railroad operations of Railroad or construction of new railroad facilities by Railroad or its rail patrons, Utility, at Utility's sole cost and expense, shall promptly relocate, strengthen, support or otherwise protect or modify the Facilities, where located over, upon or under the Corridor (any such requested action being referred to herein as a "Modification"). Where a Modification is required in order to accommodate any party other than Railroad or Railroad's rail patron, but including any governmental agency, the costs of such Modification shall be paid by Utility only to the extent not paid or reimbursable by such third party or agency.
16. Modifications shall be made only in accordance with plans and specifications approved by Railroad, which shall not unreasonably withhold or delay its review and approval or request for changes to same. If available, and if doing so would not create a rail safety hazard, Railroad shall provide land within the Corridor for the Modification without additional compensation from Utility.
17. Should the existence, operation or use of Utility's Facilities at any time be determined by Railroad (or by any other rail carrier using Railroad's Corridor), or by any governmental agency regulating Railroad or such rail carriers; use of the Corridor, or by Utility itself, to be causing or likely to be causing electrical or inductive interference or any other kind of physical, technical or energetic interference with any, or any part of any, existing or future Railroad facilities in the Corridor; and especially Railroad's communication system, signal system, train control system, grade crossing safety system and/or interlockings, Utility, at its sole cost and expense, shall take immediate adequate measures to eliminate or prevent any such interference. Railroad shall promptly provide Utility with the results of any test(s), in order that Utility may verify, for its own purposes, the results of such test(s). At the request of

and in cooperation with Railroad, Utility, at Utility's own sole cost, shall make adequate tests (as often as Railroad shall deem necessary) on Utility's Facilities and on the railroad facilities. In order to determine the cause of any such electrical, inductive, technical or energetic interference.

18. Utility assumes risk of and waives any claim for any interference by existing or future facilities of Railroad (and any other rail carrier using the Corridor) at any time with the operation, use, maintenance or repair of Utility's Facilities; and Railroad shall not be in any way responsible therefor.
19. As further part of the consideration of this Agreement, Utility, upon notice from Railroad, covenants and agrees to: (a) indemnify, defend, and hold Railroad harmless from and against any liens, assessments, taxes, or governmental charges of any kind made against Railroad or the Corridor by reason of Utility's construction, alteration, maintenance, or use of the Corridor or Utility's Facilities; and (b) pay Railroad, promptly upon bills rendered therefor, the full amount of any liens, assessments, taxes, or charges rendered against Railroad or the Corridor by reason of Utility's construction, alteration, maintenance, of Utility's Facilities, or use of the Corridor, including penalties, interest, late fees, and any costs to bond any lien, assessment, tax, or charge on the Corridor or to remove same from official records.
20. Utility shall be solely responsible for the trimming of all trees, brush and shrubs on the portion of the Corridor where Utility's Facilities are located which may interfere with or be a menace to the continuous operation of Utility's Facilities, and at any place(s) where Utility's Facilities cross Railroad's tracks. Utility shall carry out its trimming in compliance with all applicable state or local laws and regulations.
21. In the event Utility determines that all or part of any occupancy under this Agreement is no longer necessary or essential, Utility shall (a) remove from the Corridor such of the Facilities as shall have been abandoned (unless said Facilities have been abandoned in place with the prior approval of Railroad), (b) restore the Corridor to a

condition satisfactory to Railroad, and (c) deliver to Railroad a (complete or partial) Release of this Agreement satisfactory to Railroad, in recordable form, with respect to such Facilities.

22. In the event of a taking (or transfer in lieu thereof) by the exercise of the power of eminent domain, Railroad and Utility shall each retain their rights pursuant to the Eminent Domain Code of the state in which the Facilities exist.
23. If Utility's right to exercise the Easement herein granted shall be challenged through legal process by any third party on the grounds that Railroad did not have sufficient rights, title or interest in such area(s) to grant such Easement, Railroad consents and agrees, insofar as it may lawfully do so, to the acquisition by Utility, at Utility's sole cost and expense, of necessary easement(s) in and over the space and dimensions granted hereby in the Corridor, by (or in lieu of) the exercise of Utility's power of eminent domain; but Utility shall make no claim against Railroad for the same; and in the event of the exercise the easement(s) so acquired shall be subject to and exercised in accordance with the terms and provisions of this Agreement.
24. Utility hereby agrees to pay all costs and fees in conjunction with the filing or recording of this Agreement, or any Memorandum thereof, in any public place or with any public agency or subdivision.
25. If any part, section or paragraph of this Agreement is determined to be invalid, illegal, or unenforceable, for any reason, such determination shall not affect the validity, legality, or enforceability of all other parts of this Agreement.
26. The words "Railroad" and "Utility" used herein shall be construed as if they read "Railroads" and "Utilities", respectively, whenever the sense of this Agreement so requires.

27. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. This Agreement shall be governed by the Laws of the State in which the Corridor exists.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (either of which may be recorded as an original) but which shall constitute but one agreement, as of the day and year first written above.

Witness(es) for Railroad:

CSX TRANSPORTATION, INC.:

Kathryn R. Casey  
Kathryn R Casey

By Gerald L. Nichols  
Title: Senior Vice President  
Gerald L Nichols

Robert L. Whealton  
Robert L Whealton

Attest Patricia Aftoora (SEAL)  
Secretary  
Patricia Aftoora

Witness(es) for Utility:

CONSUMERS POWER COMPANY:

Edward R. Bradley  
Edward R Bradley

By D V Vozig  
Title: Vice President  
D V Vozig

William H. Zimmerman  
William H Zimmerman

Attest J H Norkey (SEAL)  
ASST. Secretary  
J H Norkey

STATE OF FLORIDA           )  
                                  ) SS.  
COUNTY OF DUVAL           )

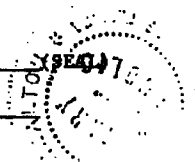
I, Robert L. Whealton, a Notary Public of the State of Florida, County of Duval, do certify that, on the date below, before me in said County personally came Gerald L. Nichols, satisfactorily proven to me by evidence to be, or known to me, to be the person whose name is subscribed to the above Perpetual Easement Agreement, who, being by me first duly sworn, did depose, acknowledge, and say that: he resides in Jacksonville, Duval County, Florida; he is Senior Vice President of CSX Transportation, Inc., the corporation described in and which executed said instrument; he and said corporation are fully informed of the contents of the instrument; he knows that seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he also executed the same for said corporation pursuant to Board authority; and said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 24 day of December, 1992.

Robert L. Whealton  
Notary Public  
County of Duval

My commission expires:

ROBERT L. WHEALTON  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Dec. 7, 1993  
Commission No. AA 730510  
Bonded thru Patterson-Recht Agency



CONSUMERS.TRJ  
120192:1100

Sheet 11

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF JACKSON )

I, William H Zimmerman, a Notary Public of the State of Michigan and the County of Jackson, do certify that, on the date below, before me in said County personally came D V Voigt, to me known, and known to me to be the person whose name is subscribed to the above Perpetual Easement Agreement, who, being by me first duly sworn, did depose, acknowledge and say that: he is Vice President of Consumers Power Company, the corporate entity described in and which executed said instrument; he and said corporation are fully informed of the contents of the instrument; he knows that seal of said corporate entity; the seal affixed to said instrument is such seal and was affixed thereto by proper authority of the corporate entity; he executed the instrument for said corporate entity pursuant to his authority; and instrument is the free act and deed of said corporate entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 7th day of December, 1992.

William H Zimmerman (SEAL)  
Notary Public William H Zimmerman  
County of Jackson

My commission expires: 3/22/94

Prepared by:  
Richard C Keene, Sr. Counsel  
CSX TRANSPORTATION, INC  
500 Water Street  
Jacksonville, Florida 32202

9960

RECORDED  
REGISTERED  
FEB 18 8 04 AM '93  
GENESEE COUNTY  
FLINT MICHIGAN

T 31.00

1/4/1991

**Exhibit A**

**Exhibit A is comprised of the following:**

- (1) Identification of Sections of land in the County through which the portion(s) of the above-identified rail line covered by this Agreement run(s).**
- (2) A map identifying the location of the referenced Mile Posts along the above-identified rail line.**

Genesee County, State of Michigan

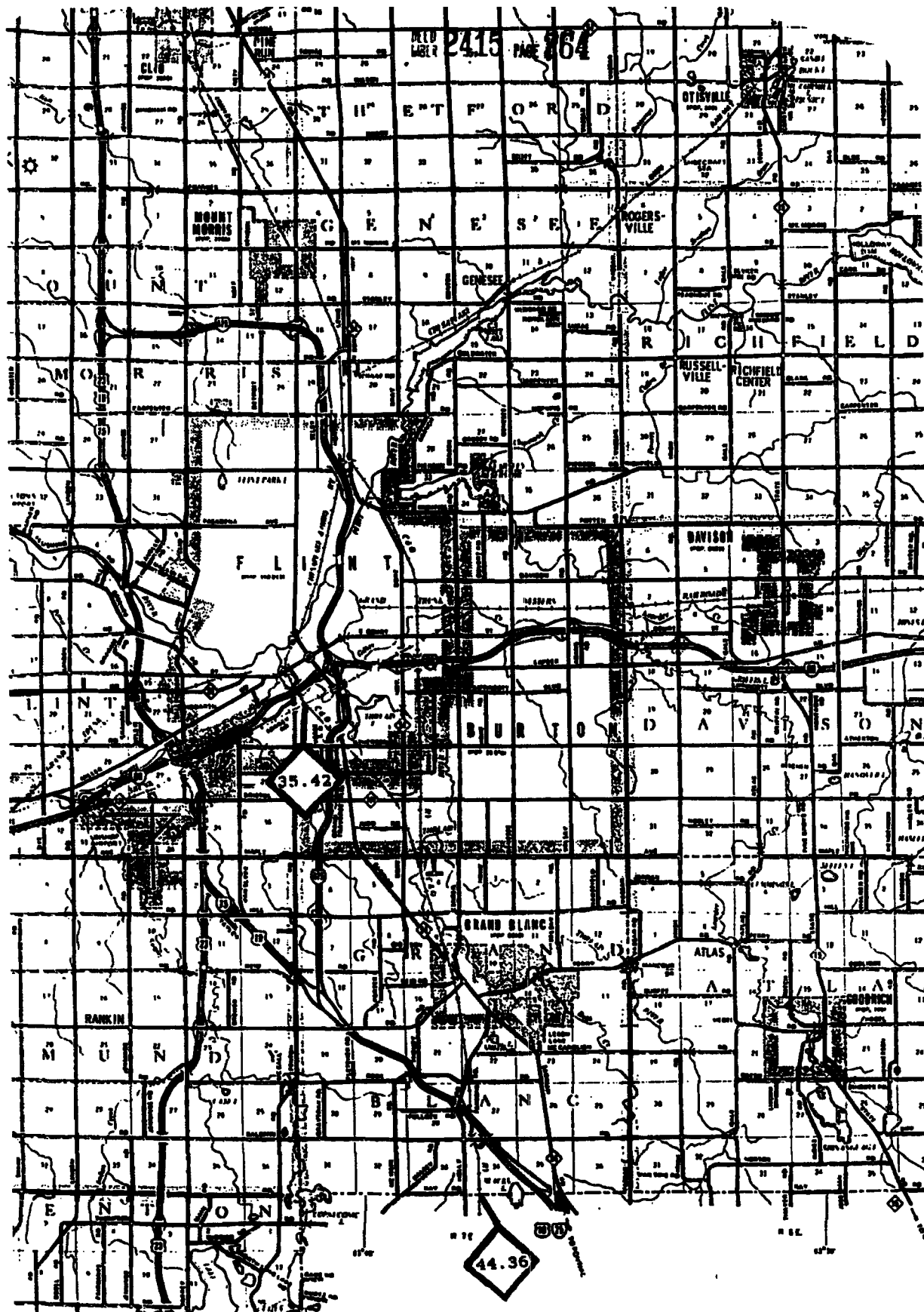
Township 7 North, Range 7 East:

Section 19  
Section 30  
Section 29  
Section 32  
Section 33

19-7-7

Township 6 North, Range 7 East:

Section 4  
Section 9  
Section 16  
Section 21  
Section 22  
Section 27  
Section 34



# US SPRINT FIBER OPTIC CABLE ROUTE

COUNTY	Genesee	OWNER OF R/W	CSX Transportation, Inc.
STATE	Michigan	SCALE:	1" = 2 Miles DWG. NO. 1 of 1
GEN. HWY MAP	Genesee County	KEY	◆◆◆ = Railroad Track DATE 10/1/90
PROJ. NAME	Flint, MI - Holly, MI	◆	= RR Mile Post on Route

CABLE RIGHT-OF-WAY EASEMENT AGREEMENT

THIS AGREEMENT, made this 6<sup>th</sup> day of December, 1990, by and between CSX TRANSPORTATION, INC., a Virginia Corporation and successor by various mergers to The Baltimore and Ohio Railroad Company, The Chesapeake and Ohio Railway Company, Seaboard System Railroad, Inc., Louisville and Nashville Railroad Company, The Atlantic Coast Line Railroad Company, The Seaboard Air Line Railway Company and The Western Maryland Railway Company (hereinafter called "Railroad") whose mailing address is 500 Water Street, Jacksonville, FL 32202, and US SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, (hereinafter called "US Sprint"), whose mailing address is 8140 Ward Parkway, Kansas City, Missouri 64112.

W I T N E S S E T H:

WHEREAS, Railroad owns, controls or operates certain tracks, Right-of-Way or property as part of a Rail Corridor and an operated line of railroad, as shown on the map attached hereto and made a part hereof; and

WHEREAS, as of March 13, 1985, the parties hereto have agreed that US Sprint shall have a shared easement right with Railroad and the non-exclusive right to occupy a longitudinal portion of the Rail Corridor or Right-of-Way of Railroad for the installation by US Sprint of a fiber optics cable and use for a fiber optic communications system; and

WHEREAS, Railroad and US Sprint have also separately agreed to the operating, engineering and technical terms, conditions and covenants for the installation and maintenance of such fiber optics cable and communication system of US Sprint; and

WHEREAS, Railroad and US Sprint wish to formalize and record such use and the effect of their agreements to show where segments of US Sprint's fiber optics cable and communications systems are located;

NOW, THEREFORE, for and in consideration of the premises, the payment of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Railroad, insofar as it has the right to do so, and subject to and in accordance with the terms and conditions of the separate Operating Agreement between Railroad and US Sprint dated as of March 13, 1985, as amended from time to time, hereby grants to US Sprint a non-exclusive Easement, without warranties of title or possession, and permits US Sprint the right to locate, place, construct, maintain, repair, replace, use and operate a Fiber Optic Communications System, all of which, including attendant equipment and buildings and changes therein, shall be hereinafter referred to as "Facilities" or "System", upon, over, in, on, under, across or along, as the case may be, the tracks, Right-of-Way and property owned, controlled or operated by Railroad (hereinafter called "the Premises") at or near Flint, in the County of Genesee, State of Michigan, between Railroad (Station) (Mile Post) 35.42 and Railroad (Station) (Mile Post) 44.36 all as indicated generally on the Plan, Map or Drawing Numbered 1, dated October 1, 1990 (last revised \_\_\_\_\_), attached hereto and made a part hereof. US Sprint is also hereby granted reasonable access to the Premises and adjacent land for purposes incidental to this grant.

TO HAVE AND TO HOLD this Easement and permission solely for the uses herein expressed for a term not to exceed forty-nine (49) years.

- E

from March 13, 1985, renewable by payment of the sum of One Dollar (\$1.00) for one additional forty-nine (49) year term.

This Agreement is subject to all lawful outstanding existing liens, mortgages, superior rights, in and to the Premises or Rail Corridor, and all leases, licenses, easements, occupations or other interests previously granted to others therein.

Nothing herein shall be deemed to act as any warranty, guarantee, or representation of the quality of Railroad title of the particular segment of Rail Corridor occupied, used or enjoyed in any manner by US Sprint under any rights created in this Agreement. Further US Sprint shall not obtain, exercise or claim any interest greater than the rights of Railroad to such segment under this Agreement. US Sprint shall further defend, with the cooperation of CSX and the Railroads, any claims against Railroad title, or Railroad's right to use, occupy or possess the segment of Rail System, if such claims arise solely from the occupation or use of Rail Corridor or Right-of-Way by US Sprint for US Sprint Facilities or System or from US Sprint's enjoyment of any rights hereunder.

US Sprint shall not have or make any claims against Railroad for damages on account of any deficiencies in title to the Rail Corridor, Right-of-Way or property in the event of failure or insufficiency of Railroad's title to any portion of the Rail Corridor, Right-of-Way or property covered by this Agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective successors or assigns and is expressly subject to all of the terms and conditions of the Option Agreement dated March 13, 1985 by and among US Sprint, Inc., CSX Corporation ("CSX"), and Railroad herein, and all the Exhibits attached thereto.

All transfer, documentary or similar taxes on recordation, and all recordation costs and responsibilities shall be exclusively US Sprint's.

IN WITNESS WHEREOF, the parties hereto have caused their names and seals to be placed hereon as of the day and date first above written above.

Witness(es)

CSX Transportation, Inc.

Betty D. Jones  
Robert L. Cheatham

By G. L. Nichols  
G. L. Nichols  
Senior Vice-President  
CSX Transportation, Inc.

Witness(es)

US Sprint Communications Company  
Limited Partnership

John H. Stoddart

By James B. Farris  
James B. Farris  
Director, Contract and Real  
Property Administration

STATE OF FLORIDA )  
 ) SS  
COUNTY OF DUVAL )

Before me, a Notary Public, in and for said County, personally appeared, G. L. Nichols, known to me to be the person who is Senior Vice-President of CSX Transportation, Inc., the corporation which executed the foregoing instrument as "Railroad", who signed the same, and acknowledged to me that he executed said instrument in the name and upon behalf of said corporation as such officer; that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation, and within his authority delegated by the Board of Directors.

In testimony whereof, I have hereunto subscribed by name, and affixed my official seal at Jacksonville, Florida, this 6th day of December, 1990.

*Robert H. Tucker*  
NOTARY PUBLIC  
My commission expires: 10-1-91  
Bounded thru Patterson - Beck

STATE OF KANSAS )  
 ) SS  
COUNTY OF JOHNSON )

Before me, a Notary Public, in and for said County, personally appeared, James B. Farris, known to me to be the person who is Director, Contract and Real Property Administration, of US Sprint Communications Company Limited Partnership which executed the foregoing instrument as "US Sprint", who signed the same, and acknowledged to me that he executed said instrument in the name and upon behalf of said partnership as such Director; that the same is his free act and deed as such Director, and the free act and deed of said partnership and within his authority delegated by the Board of Directors.

In testimony whereof, I have hereunto subscribed by name, and affixed my official seal at Overland Park, Kansas, this 29th day of Nov., 1990.

MARY M. ROE  
My Appl. Exp. 3-8-92

*Cathy M. Roe*  
NOTARY PUBLIC My commission  
expires: 3-8-92

This instrument prepared by:  
US Sprint Communications Company  
Contract and Real Property Administration  
9305 Metcalf Avenue  
Overland Park, KS 66212

*4500*

RECORDED  
JAN 4 10 45 AM '91  
COUNTY  
FLINT MICHIGAN

# CERTIFICATE OF SURVEY

1132355 PAGE 55

FOR: MR. G. WILLIAM ZACHARIAS  
3725 S. Saginaw Street  
Flint, MI 48507

A parcel of land located in the SE 1/4 of the SE 1/4 of Section 19, T7N-R7E, City of Flint, Genesee County, Michigan, described as follows: Commencing at the SE Corner of Section 19; thence S 89°37'00" W along the South line of Section 19, a distance of 368.85 feet to its intersection of the West line of Pere Marquett Railroad Right-of-Way line; thence N 45°23'00" W along said Railroad Right-of-Way line 56.80 feet to the North line of Atherton Road and POINT OF BEGINNING of this description; thence S 89°37'00" W along said North line of Atherton Road parallel with said South line of Section 19 a distance of 189.69 feet; thence N 47°59'34" W 87.51 feet (previously recorded N 47°43'00" W 87.20 feet) thence S 89°37'00" W 43.05 feet to a point on the East line of S. Saginaw Street; thence N 09°33'47" W along said East line of S. Saginaw Street a distance of 288.01 feet to said West line of Pere Marquett Railroad Right-of-way; thence S 45°23'00" E along said Railroad Right-of-way a distance of 485.53 feet to the Point of Beginning. Containing 1.04 Acres of land.



**CORNERSTONE**  
**Surveying & Engineering Inc.**  
212 Silver Lake Road  
Fenton, Michigan 48430  
Ph. 313-750-0100 & 743-3770

I hereby certify that this survey was prepared by me or under my direct supervision, that I am a duly Registered Land Surveyor under the laws of the State of Michigan, that this survey complies with the requirements of Section No. 3, P.A. No. 132 of 1970, and that the error of closure is no greater than 1 in 5000. The ratio of closure of the unadjusted field observations of this survey was 1/

*Gilbert G. Bonno*

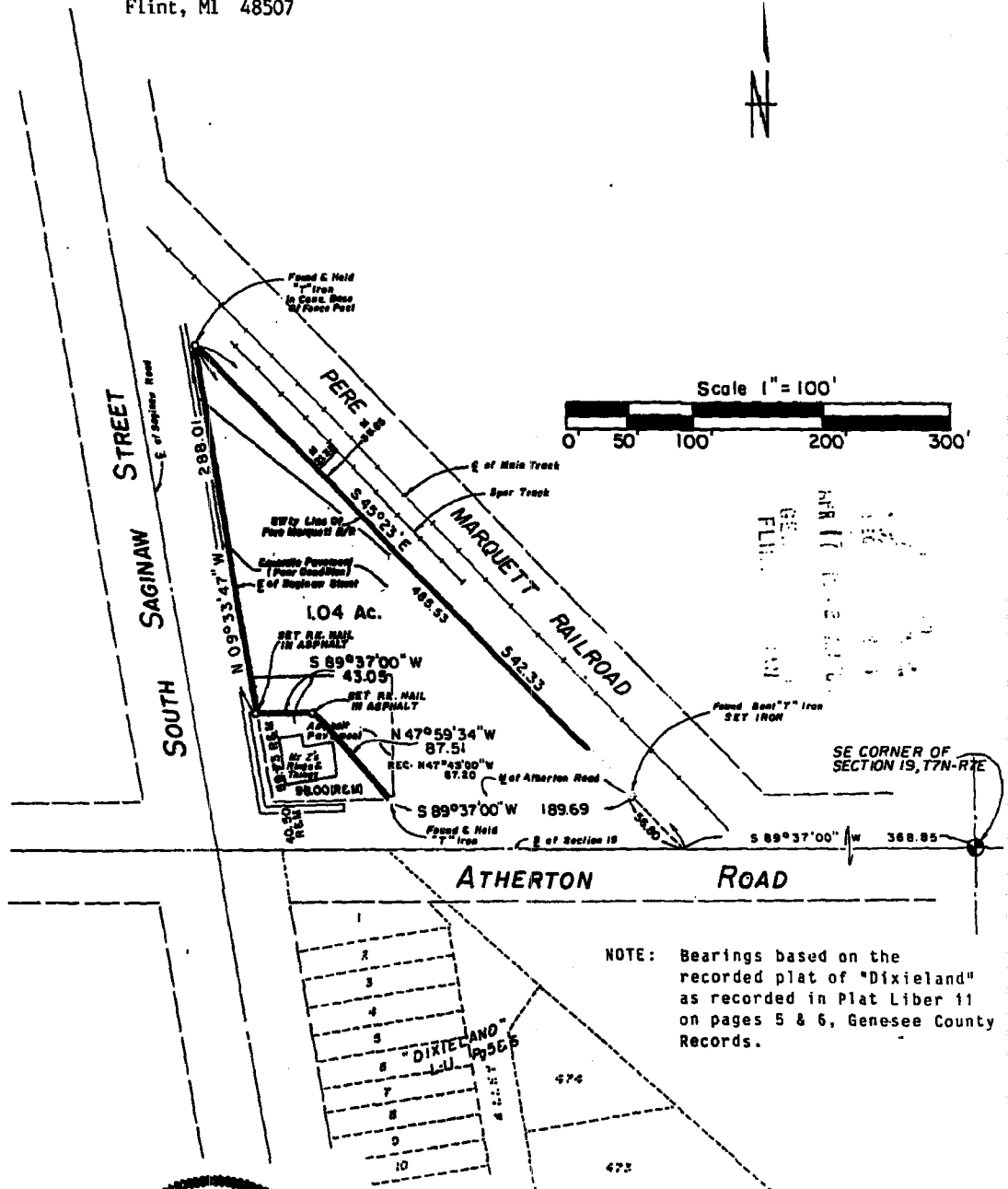
GILBERT G. BONNO LS 32332

Date: 12/15/88	Scale:	Drawn By:	Field:	Checked By:
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# CERTIFICATE OF SURVEY

FOR: MR. G. WILLIAMS ZACHARIAS  
3725 S. Saginaw Street  
Flint, MI 48507

DEED 2355 PAGE 56



NOTE: Bearings based on the recorded plat of "Dixieland" as recorded in Plat Liber 11 on pages 5 & 6, Genesee County Records.



**CORNERSTONE**  
**Surveying & Engineering Inc.**  
212 Silver Lake Road  
Fenton, Michigan 48430  
Ph. 313-750-0100 & 743-3770

I hereby certify that this survey was prepared by me or under my direct supervision, that I am a duly Registered Land Surveyor under the laws of the State of Michigan, that this survey complies with the requirements of Section No. 3, P.A. No. 132 of 1970, and that the error of closure is no greater than 1 in 5000. The ratio of closure of the unadjusted field observations of this survey was 1/280,828

GILBERT G. BONNO LS 32332

13610

Date: 12/13/88	Scale: 1" = 100'	Drawn By: Bud Myers	Field: Gilbert Bonno	Checked By: Gilbert Bonno	2/2
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At a meeting of The Board of County Road Commissioners of the County of Genesee, Michigan, held at 211 West Oakley Street, Flint, Michigan 48503, on the 20th day of September, 1988, at which time a quorum of the members was present, the following resolution was unanimously adopted by vote taken by yeas and nays and entered at large upon the records of said Board.

RESOLUTION

WHEREAS, the Michigan Department of Transportation, the City of Burton, City of Flint and Genesee County Road Commission have approved in concept the proposed abandonment and transfer of jurisdiction of the below described state trunkline highway; and,

WHEREAS, the City of Burton, City of Flint, and the Genesee County Road Commission have agreed to have jurisdiction of the below described state trunkline transferred to the Genesee County Road Commission; and,

WHEREAS, the Michigan Department of Transportation adopted a resolution, effective February 25, 1988, abandoning the below described state trunkline and relinquishing jurisdiction to the Genesee County Road Commission.

NOW, THEREFORE, BE IT RESOLVED, by The Board of County Road Commissioners of the County of Genesee, Michigan, That the following described highway be adopted into the Primary Road System of the County of Genesee, and thereby made eligible for funds from the Gas and Weight Tax of the State of Michigan, as specified in Act 51 of the Public Acts of 1951, as amended and supplemented.

Commencing on the present route of M-121 (Bristol Road) at its junction with the westbound off-ramp with I-75/US-23 (Station 168+80); thence easterly on the present route of M-121 about 200 feet to the east city limits of Flint; thence easterly on the present route of M-121, on a common boundary between the city of Flint (Van Slyke Road); thence easterly on the present route of M-121 to the west city limits of Burton (Fenton Road); thence easterly on the present route of M-121, in the city of Burton, to Dort Highway (M-54), constituting 3.58 miles, more or less, of County Primary Roads in the Federal Aid Urban Area.

NOW, BE IT FURTHER RESOLVED, That a notice of this determination be published in The Flint-Genesee County Legal News, a newspaper of general circulation, once each week for three consecutive weeks; that certified copies of this resolution be served on the Michigan Department of Transportation, the Plat Division of the Department of Commerce of the State of Michigan, and the Clerks of Flint Township and the cities of Burton and Flint, and that said resolution be recorded in the office of the Register of Deeds for Genesee County, Michigan.

x x x x x

I hereby certify that the above is a true copy of a part of the minutes of a meeting held on the 20th day of September, 1988, by The Board of County Road Commissioners of the County of Genesee, Michigan.

Signed Arita R. Magee  
Arita R. Magee  
Deputy Clerk of the Board

Prepared by:  
Genesee County Road Commission  
211 West Oakley Street  
Flint, MI 48503

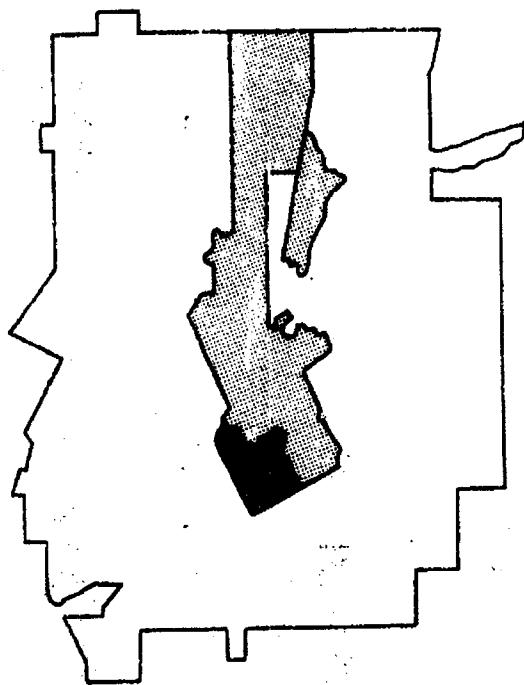
NOV 1 10 45 AM '88

Return to  
GENESEE COUNTY ROAD COMMISSION  
211 W. Oakley St., Flint, Mich. 48503

41792

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URBAN RENEWAL DEVELOPMENT PLAN  
**GRAND TRAVERSE SOUTH**  
**RENEWAL AREA**  
NEIGHBORHOOD DEVELOPMENT PROGRAM  
ND 4, MICH. A-5-4  
FLINT MICHIGAN



August 14, 1974

AMENDED URBAN RENEWAL PLAN  
FRANKLIN AVENUE SOUTH  
NEIGHBORHOOD DEVELOPMENT PROGRAM  
HDP 4 MICH. 4-5-4

(1) The original Urban Renewal Plan was adopted by the Flint City Commission on September 14, 1970.

(2) This Urban Renewal Plan was presented at a public hearing on August 14, 1972 and adopted by the Flint City Council on September 7, 1972.

SEPT 2072

DEED 1834

P

115

DEED 1834 PAGE 115  
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F. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS	13
G. PROCEDURE FOR CHANGES IN APPROVED PLAN	20

LIST OF EXHIBITS

- A. LAND USE MAP
- B. ITEM I IMPROVEMENTS
- C. ITEM II IMPROVEMENTS

1834 PAGE 116

URBAN RENEWAL DEVELOPMENT PLAN  
GRAND TRAVERSE SOUTH RENEWAL AREA  
FLINT, MICHIGAN

A. DESCRIPTION OF NDP RENEWAL AREA

For map establishing perimeter boundary of the Neighborhood Development Program (NDP) urban renewal area, refer to the Land Use Map, Exhibit A. The renewal area boundary is described as follows:

Beginning at the intersection of the northerly right-of-way line of the Grand Trunk and Western Railroad and the easterly right-of-way line of the Chesapeake and Ohio Railroad; thence northerly along said easterly right-of-way line of the C & O Railroad to the intersection of said right-of-way line and the centerline of Grand Traverse Street; thence southerly along said centerline to the intersection with the centerline of Court Street; thence easterly along said centerline to the intersection with the centerline of Stevens Street; thence southerly along said centerline to the junction with the established boundary of the Interchange Renewal Project, Mich. R-143; thence southerly along said boundary line to the intersection of the northerly right-of-way line of the G.T.W. Railroad; thence westerly along said northerly right-of-way line to the point of beginning.

B. DEVELOPMENT OBJECTIVES

It is the intent of this program to promote the following objectives in this renewal area:

1. Remove all buildings which are structurally substandard or exhibit blighting influences on surrounding properties.
2. Stabilize existing residential areas by encouraging the rehabilitation of basically sound structures, by expanding the residential pattern with new residential uses and by providing improved recreational, educational and other community facilities and improve the physical character and appearance of the areas, thereby insuring sound and stable residential neighborhoods.
3. Expand the inventory of standard housing for low and moderate income families and individuals by providing sites suitable for the development of housing for low and moderate income persons.

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4. Establish a homogeneous land use pattern by removing non-conforming uses and by providing changes in land use where necessary to provide a sound stable land use pattern throughout the area.
5. Where practicable, provide for adequate sites for land uses to minimize incompatible mixture of uses. In changing use areas, insure that the transition is orderly with minimum negative influences to existing uses.
6. Provide a comprehensive traffic network to satisfy both internal and external needs and insure proper traffic densities within appropriate land use districts.
7. Provide for the needs of governmental offices and facilities in appropriate locations so as to provide convenience and economy to the City and strengthen and promote the core area.
8. Remove all impediments to proper land disposition and development.
9. Provide all necessary improvements to streets, sidewalk, utilities and other public services to adequately service the renewal area.

C. GENERAL LAND USE PLAN

1. Land Use Map

Refer to the Land Use Map, Exhibit A, which indicates the predominant land use categories proposed for the renewal area and the proposed alignments of major thoroughfares.

2. Land Use Description

The locational features and character of this renewal area which encompasses the civic and governmental core of the City and County, and adjoins the Central Business District offer the opportunity to provide a wide range of residential and commercial uses. Compatible with and serving one another as well as adjacent areas.

a. RESIDENTIAL

Purpose: To provide a range of housing structure types and occupancy (owner occupied, lease) to satisfy the immediate needs of the existing and new residents (including relocatees); to encourage the rehabilitation of appropriate sound structures by strengthening the neighborhood with new residential; to provide a framework to insure a lasting and stable residential pattern.

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c. RETAIL COMMERCIAL

Purpose: To provide convenience retail and service facilities to satisfy the day to day shopping needs required by renewal area. This district shall complement the function of the Central Business District and provide for the special needs of the governmental complex in appropriate locations.

General Permitted Uses:

Convenience retail and personal services  
Eating and drinking establishments  
Transient housing

Supporting and Accessory Uses:

Existing gasoline service stations  
Off-street parking

d. GENERAL AND AUTOMOTIVE COMMERCIAL

Purpose: To provide general and service retail uses to satisfy the needs of the general public but which do not require special locational considerations; to accommodate commercial establishments offering service and incidental retail goods for the automotive needs of the retail public.

Generalized Permitted Uses:

General retail and personal services  
Eating and drinking establishments  
Automotive service repair

Supporting and Accessory Uses:

Off-street parking  
Automobile or small truck storage  
Utility facilities

e. HEAVY COMMERCIAL

Purpose: To accommodate heavy commercial, warehousing and wholesaling activities which generally require large sites and are generally incompatible with retail, commercial and residential uses.

Generalized Permitted Uses:

Building supplies  
Warehousing  
Wholesaling  
Automotive Service  
City of Flint storage Yards and Plant

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**Supporting and Accessory Uses:**

Off-street parking  
Off-street loading  
Utility facilities

**f. OFFICE**

**Purpose:** To provide specific areas for the development of professional, business and personal service offices and related uses conveniently located and complementing the function of the governmental complex and the commercial core.

**Generalized Permitted Uses:**

Professional, business, personal service offices  
Related general retail  
Eating and drinking establishments

**Supporting and Accessory Uses:**

Off-street parking  
Utility facilities  
Existing residential

**g. PUBLIC**

**Purpose:** To provide a centralized and convenient location for the development and expansion of all governmental offices and related facilities.

**Generalized Permitted Uses:**

City, County, State offices  
Law enforcement and fire stations  
Library and cultural facilities  
Public open space and storage yards

**Supporting and Accessory Uses:**

Off-street parking  
Utility facilities

**3. Planning Criteria and Standards**

**a. SUPPORTING AND ACCESSORY USES**

Standards for the development of supporting and/or accessory uses shall apply according to the following schedule:

DISTRICT	TYPE USE	INTENSITY	LOCATION
Residential	Churches	—	Fronting on and having direct access to a major street; to depth of rear lot line, and/or side-lotting to residential uses.
	Convalescent, nursing homes	—	Same as churches
	Day care centers, nursery schools	—	Same as churches
Retail Commercial	Gasoline service stations	Existing Only	Fronting on and direct access only to major street; rear lot relationship only to residential use.
General & Automotive Commercial	Automobile & truck & equipment storage yards	—	At rear of principal structure.
Office	Residential	existing only (transitional stage)	In conjunction with at least two contiguous residential use structures.
All Districts	Off-street parking, loading	Specific standards will be established in the Land Disposition Supplement.	
	Utility facilities	Structures for equipment housing only, fenced and obscured screening if open areas.	At edge of residential districts or in retail, office or public complexes.

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DPW Yards

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Expansion of the City of Flint's equipment and storage facility, the Ann Arbor Yards, will be accomplished as follows:

The first phase shall include all lands lying west of of the west line of Oak Street except for Parcel 11 in Block 51 which is in current DPW use. All acquisition and relocation shall be completed by December 1975 using city expenditures for acquisition and relocation in proportion to that which residents would receive if purchased through the Urban Renewal Program. After the land is acquired and cleared, a substantial landscaped evergreen screening buffer will be developed along this west line to provide a year around screening of the non-residential usage. There shall be no access to the yards from Oak Street.

Should the city be able to demonstrate adequate need for additional expansion beyond that which is available in the first phase, additional land may be acquired north of 12th Street meeting the following conditions: This area will encompass all other lands lying southerly and westerly of Thread Creek and north of Twelfth Street. Use of this property for DPW uses shall not take place prior to the official amendment of this Urban Renewal Plan changing the permitted uses. All residential uses shall be acquired and cleared in accord with the above policy governing acquisition and relocation payments prior to any DPW use. All residential uses shall be acquired prior to any DPW use in this area. A similar screening as in Phase I shall then be erected along the north line of Twelfth Street where it is opposite low-density residential land use. Access to and from the yards shall be at the easterly end as near as feasible to the Grand Traverse-12th Street intersection.

D. URBAN RENEWAL TECHNIQUES TO BE USED TO ACHIEVE PLAN OBJECTIVES

The following criteria and conditions will govern the renewal treatment technique within the renewal area.

1. Rehabilitation

a. REHABILITATION TREATMENT

Rehabilitation treatment will be employed in those portions of the renewal area which are basically sound and worth conserving and in which existing buildings, public facilities and improvements can be economically repaired and renewed to a long-term sound condition. Property owners within these areas will be encouraged to improve those structures which are basically sound and which can be brought up to Property Rehabilitation Standards as stated in c. and d. below.

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b. PRS COMPLIANCE

Structures which do not meet the Property Rehabilitation Standard, and are capable of being rehabilitated but whose owners are either unable to or refuse to take such measures may be acquired by the City of Flint. Upon the acquisition of such structures, the City will either:

- (1) Demolish the structure or structures thereon and dispose of the land for redevelopment at its fair market value for uses in accordance with the General Land Use Plan; or
- (2) Sell or lease the property at its fair value subject to rehabilitation in conformance with the Property Rehabilitation Standards and renewal objectives; or
- (3) Rehabilitate the property for demonstration purposes and ultimately sell the property to a private purchaser at its fair market value.

c. CODE ENFORCEMENT

A continuous and vigilant enforcement of all applicable existing laws, codes, ordinances and regulations of the City of Flint and the State of Michigan will be in full force and effect in the Grand Traverse South Renewal Area. The following is a list of these codes and ordinances:

	<u>Original Adoption</u>	<u>Latest Amendment</u>
Zoning Ordinance	April 15, 1948	June 28, 1972
Building Code	October 4, 1965	April 24, 1972
Plumbing Code	January 13, 1964	May 16, 1972
Electrical Code	August 24, 1961	April 24, 1972
Housing Code	April 6, 1964	November 1, 1971
National Fire Prevention Code	October, 1954	September 5, 1968
Warm Air Code	July 20, 1953	April 24, 1972
Commercial Code	February 24, 1969	November 15, 1971

Any subsequent amendments, revisions or new codes or the like shall also apply as prescribed by law.

d. PROPERTY REHABILITATION STANDARDS

The following Property Rehabilitation Standards will apply to all existing structures in addition to the applicable codes.

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Access to Each Living Unit: Access to each living unit shall be provided without passing through any other living unit, and access to all parts of a living unit shall be possible without passing through a public hall. (R-203-2, 401.4.2)

Kitchen shall have artificial light provided. Ventilation shall be provided by either mechanical ventilation, or if natural means - 5 percent of floor area but not less than 3 square foot area. (R-402-2.4)

Public Spaces: Artificial light shall be provided in all public spaces. (R-402-4)

Ventilation of Structural Spaces: Natural ventilation of spaces such as attics and enclosed basementless spaces shall be provided by openings of sufficient size to overcome dampness and minimize the effect of conditions conducive to decay and deterioration of the structure, and to prevent excessive heat in the attics. Exterior ventilation openings shall be effectively screened where needed. (R-402-6)

Exits - One and Two Family: One exit which is a doorway or a protected passage or a stairway to grade level, and a secondary exit such as a fire escape or openable window.

Access to require exits shall not necessitate passage through another living unit, nor shall either exit be subject to locking by any device that would impede or prohibit ready egress. (R-502-1)

Chimneys, Incinerators and Vents: Chimneys and vents shall be structurally safe, durable, smoke-tight and capable of withstanding the action of flue gases. Factory-built chimneys shall be labeled by Underwriters' Laboratories Incorporated and installed in accordance with the listing. (R-705)

Protection from Rodents, Termites or Other Infestation: Each building and all exterior appurtenances on the site shall be effectively protected against rodents, termites or other vermin infestation. (R-706)

No open flame radiant type space heaters shall be permitted. (R-903-3)

Prohibited Locations: No water heater shall be installed in any room used or designed to be used for sleeping purposes. No gas or oil fired water heater shall be located in a bathroom, clothes closet, under any stairway, or in a confined space with access only to the above locations. (R-905-3)

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Venting: All fuel burning water heaters shall be connected to a vent leading to the exterior. (R-905-4)

Existing Wiring and Equipment: Existing wiring and electrical equipment where its continued service is contemplated shall not be a potential source of electrical hazard or ignition of combustible materials, and shall be so determined by the proper authority. Whenever these potential hazards are determined to be present, replacement of existing wiring and equipment shall be made. (R-906-2)

2. Acquisition and Clearance

Every effort will be made throughout the execution of the program to achieve renewal objectives by retaining the maximum number of structures through rehabilitation. However, structures may be acquired and cleared under the following circumstances:

a. SUBSTANDARD

Structures which are found to be structurally substandard and not economically feasible of being brought up to Code and Ordinances.

b. BLIGHTING INFLUENCES

Structures which must be cleared to effectively remove existing blighting influences such as:

- (1) Inadequate street layout.
- (2) Incompatible land use relationships.
- (3) Overcrowding of buildings on the land.
- (4) Excessive dwelling unit density.
- (5) Obsolete buildings not suitable for improvement or conversion.
- (6) Other identified hazards to the health and safety and to the general well-being of the community.

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c. PUBLIC NEED

Structures which must be acquired and cleared in order to provide adequate land for necessary public improvements and facilities.

d. HISTORIC STRUCTURES

Any structures which are worth acquiring and preserving due to historic or architectural significance.

e. PLAN OBJECTIVES

Some structures which do not meet any of the above conditions may also be acquired to round out adequate sites for proposed redevelopment or in order to accomplish certain other plan objectives.

f. STRUCTURE MOVING

Some standard structures may be acquired and resold subject to their relocation to a new site. Upon completion of relocation, these structures shall meet all applicable codes and ordinances and shall be architecturally and aesthetically compatible with the surrounding development.

g. LAND DISPOSITION SUPPLEMENT

Specific standards and controls to be imposed on land to be offered for sale or lease will be prepared and appended to this Plan prior to the disposition of land for redevelopment. These controls will relate to circulation, density, bulk, open space, off-street parking and loading, light and air, control or prevention of blighting influences such as air and water pollution, and relationships to surrounding areas. Others will relate to obligations for redevelopers to begin construction within a reasonable time and in conformity to the plan, to commitments for a stipulated percentage of low and moderate-income housing, statement of urban design objectives and controls and duration of controls. These specific requirements for redevelopment lands in various areas of the project will be based on plan objectives, the land use plan, and the planning criteria or standards contained in this plan and the design objectives.

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F. OTHER PROVISIONS NECESSARY TO MEET STATE OR LOCAL LAW

1. Rehabilitation of Blighted Areas Act, Act 344, P. A. 1945,  
Michigan

The Rehabilitation of Blighted Areas Act, Act 344 of Public Acts of 1945 as amended by amendatory acts for the State of Michigan, set forth the following prerequisites for carrying out rehabilitation of blighted areas:

- a. "A MASTER PLAN OF THE MUNICIPALITY WHICH IS SUFFICIENTLY ADVANCED TO DESIGNATE AREAS IN NEEDS OF REHABILITATION."

Comprehensive Master Plan for the City was adopted in August 1965 which indicated, among other things, proposals for redevelopment of the neighborhood contained in the project area.

- b. "PLAN ADOPTED BY THE LOCAL LEGISLATIVE BODY OF THE GENERAL FEATURES OF DEVELOPMENT OF THE DISTRICT WITHIN WHICH THE DEVELOPMENT AREA LIES AND OF OTHER DISTRICTS ADJACENT TO THE DEVELOPMENT AREA."

This constitutes the Land Use Map, Exhibit A, which shows the development area in relation to major thoroughfares, and land uses in that general area of Flint in which the development area is located. This map is of such extent, content and particularity as is necessary to the coordination of the development area with the adjoining part of the City.

- c. "DISTRICT AREAS SHALL BE DESIGNATED FOR ALL DEVELOPMENT AREAS. . . FOR EACH DISTRICT AREA, A CITIZENS DISTRICT COUNCIL . . . SHALL BE SELECTED . . .

A public hearing to designate the district area for a renewal program was held September 9, 1966, at 6:00 p.m. in the City Commission Chambers. Notice of hearing appeared in the Flint Journal, a newspaper printed and published in the City of Flint, on the dates of August 17, 1966, and August 24, 1966. Distribution of public hearing notices to the latest known owner of each parcel of land occurred on August 12, 1966, and August 14, 1966.

The area designated is in the City of Flint, County of Genesee, State of Michigan and is described as follows:  
Bounded on the west by the Chesapeake and Ohio Railroad,

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Flint River, and Garland Street; on the north by Fifth Avenue, North Street, and the Flint River; on the east by Dayton Park Avondale Cemetery, Genesaret Street, Kearsley Park, Kearsley Street, Crapo Street, Gilkey Creek, and Howard Street; on the south by the Grand Trunk Railroad. This area is also known as the General Neighborhood Renewal Area.

A hearing to determine the method of selection of the Citizens District Council for the area was scheduled for September 16, 1966. Notices of the hearing appeared in the newspaper on August 22, 1966 and August 29, 1966. Distribution of notices occurred on August 19, 1966. At the hearing, it was decided that the Citizens District Council would be appointed by the Mayor with the approval of the City Commission.

On September 23, 1966, in Ordinance 2063, the Mayor was designated to appoint 15 members to serve for two year terms on the Citizens District Council for the General Neighborhood Renewal Area. On March 30, 1970, the City Commission took action to increase the membership of the District Council and on April 13, ten additional members were appointed.

- d. "A RECORD OF THE MEETINGS, INCLUDING INFORMATION AND DATA PRESENTED, SHALL BE MAINTAINED AND INCLUDED IN OFFICIAL PRESENTATION OF THE PROPOSED DEVELOPMENT PLAN TO THE LOCAL LEGISLATIVE BODY."

During the preparation of the Development Plan, meetings were held with the GERP Citizens District Council (CDC) and the citizens at large. During these meetings, Community Development staff and the planning consultant, Wilican-Leman & Associates, Inc. explained the renewal process, pointed out existing features and problems in the renewal area, and discussed plan proposals. The CDC and citizens were invited to make comments and suggestions at these meetings. These meetings were held on August 13, 1969 and October 16, 1969 in the Flint City Commission Chambers and on December 15, 1969 at the Oak School.

On January 19, 1970, a public hearing on the proposed Urban Renewal Development Plan for the project area was held in the City Commission Chambers at 7:00 p.m. Notice of this meeting fulfilled all legal requirements pertaining to notification of project residents. Notification for all informational meetings appeared in newspapers and were hand delivered to project residents. The CDC read a statement at this hearing indicating general agreement to the Development Plan.

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Subsequent to the public hearing, the CDC was expanded and certain objections to the Development Plan were raised. In order to resolve the differences, the Community Development staff and the Consultant met with the CERP CDC at which time discussions were held and CDC decisions made. These meetings were held on the following dates: March 24, 1970; April 7, 13, 16; May 4, 14, 16, 25; June 8; July 21, 23, 1970.

The Community Development staff also met with the citizens at large to discuss the Development Plan and to provide general information regarding the meetings with the CDC. The May 27 meeting was also attended by the Mayor, City Commission, the City Manager, the Consultants and staff members of the Department of Housing and Urban Development. The other general membership meetings were held on: March 25, 1970; April 11, 22, 24, 30; May 5; July 22.

On June 29, 1972 and July 6, 1972, the Community Development staff met with the residents to explain and discuss the proposed plan change scheduled for a public hearing on August 14, 1972. Minutes of all meetings are maintained by the Department of Community Development.

- e. "IN A MUNICIPALITY WITH TWO OR MORE DISTRICT AREAS, EACH CITIZENS DISTRICT COUNCIL SHALL ELECT FOUR MEMBERS WHO SHALL COMPOSE THE . . . MEMBERSHIP OF THE COORDINATING COUNCIL IN COMMUNITY REDEVELOPMENT."

The second district area and Citizens District Council were recently designated and selected, respectively. A coordinating council on Community Redevelopment has been formed and meets on a monthly basis.

- f. "A DEVELOPMENT PLAN, ADOPTED BY THE LOCAL LEGISLATIVE BODY, AFTER CONSULTATION WITH THE CITIZENS DISTRICT COUNCIL . . . OF THE DEVELOPMENT AREA . . . THE PLAN SHALL:"

- (1) "Designate the location of streets and other public facilities . . . and shall designate the location, character, and extent of the categories of public and private land uses."

The designation of streets, other public facilities, public and private land uses is contained in the Urban Renewal Development Plan and the land use map, Exhibit A.

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- (2) "The Plan shall designate the location, extent, character and estimated cost of the improvements contemplated for the area."

The location, extent, character and estimated cost of public improvements proposed for the area are indicated below. The location and extent of these improvements are indicated in the Project Improvements Maps, Exhibits B and C. The improvements are generalized as to location, layout, size and type and are intended to indicate the basic objectives for servicing the renewal area. Further, the cost estimates are preliminary in nature. Any changes, adjustments or revisions of the following shall not constitute a change in this Urban Renewal Development Plan.

Storm Sewers	\$ 296,382
Sanitary Sewers	\$ 201,362
Water Facilities	\$ 291,810
Street Paving	\$1,215,218
Freeway Appurtenances	\$2,468,000
Street Furniture	\$ 76,790
Landscaping & Parks	\$ 368,613
Sidewalks	\$ 153,047
Pedestrian Overpass	\$ 40,000

- (3) "The plan shall include estimates of the characteristics of the development area residents and those to be displaced, a description of the housing supply in the community and other such description as to demonstrate a feasible method of relocation for all estimated displacees into standard housing units within their financial means."

The program area contains an estimated 1,483 families, 10% of which are non-white, and 280 individuals, of which 20% are elderly and 15% are non-white. The relocation program anticipates displacement of an estimated 475 families and 207 individuals during the course of program activities. Of these, 54 families and 12 individuals are non-white.

The following table provides the income characteristics of the estimated displacees:

<sup>1</sup> Figures contained herein are subject to modification without constituting a change in this Development Plan.

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Monthly Income	Families		Individuals		Elderly Individuals	
	White	Non- White	White	Non- White	White	Non- White
\$ 0 - \$ 99	3	1	0	1	1	1
\$100 - \$199	4	1	2	0	0	0
\$200 - \$299	10	3	5	2	8	0
\$300 - \$399	35	6	16	0	4	0
\$400 - \$499	49	8	20	4	9	1
\$500 - \$599	42	24	18	0	0	2
\$600 - \$699	106	7	45	0	0	0
\$700 +	172	6	67	1	0	0
TOTAL	421	54	173	8	22	4

SOURCE: Department of Community Development, Relocation Division  
1969 Survey

The vacancy rate in the metropolitan area is approximately 5% for sales and rental housing excluding dilapidated, seasonal and transient units. Vacancy rates for sales housing approximates 2% and 8% for rentals. Approximately 140,000 housing units exist within the Flint Metropolitan Area of which 30% are substandard, approximately 1% of these units provide a potential occupancy for low and moderate income families.

The following schedule indicates the gross housing expenses for low and moderate income occupancy to be available during project execution.

PROJECTED EXISTING SALES AND RENTAL HOUSING  
TO BE AVAILABLE DURING PROJECT EXECUTION

Monthly Gross Housing Expenses	One B.R.	Two B.R.	Three B.R.	Four B.R.	Five B.R.	Total
\$ 0 - \$ 50	5	12	0	0	0	17
\$ 51 - \$ 60	10	9	2	0	0	21
\$ 61 - \$ 70	30	12	4	0	0	46
\$ 71 - \$ 80	44	30	7	1	0	82
\$ 81 - \$ 90	45	24	8	5	8	90
\$ 91 - \$100	50	24	8	7	7	96
\$101 - \$110	25	24	42	8	10	109
\$111 - \$120	40	30	56	11	8	145
\$121 - \$130	50	33	56	14	5	158
\$131 - \$140	60	36	90	34	20	240
TOTAL	359	274	223	80	58	1004

SOURCE: Department of Community Development, Relocation Division  
November 1971 Survey.

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Existing programs for new construction of private housing indicates that there will be available facilities for all displacees. In the calendar year, 1971, the City of Flint issued single-family building permits for 681 units and 11 permits for 142 multi-family units. It should be noted that 90% of the single-family permits were issued for F.H.A. Section 235 housing. The above figures do not include 160 units of elderly housing for which State aid is received.

Given, that past rates of F.H.A. insured construction continue during the next period, the City can assume that 612 single-family detached units will be available for occupancy by mid 1973.

The following is a list of proposed new units planned in the City by the Flint Housing Commission, private non-profit groups and area building contractors for occupancy through mid 1973:

	Regular Family	Elderly
F.H.A. Insured (Low and moderate)	612	
L.H.A. Low Income Housing	233	348
Elderly Low-Income and 202	0	100
TOTAL	845	448

SOURCE: Flint Housing Commission Statement  
July 1972 and Flint F.H.A. Office

In addition to low and moderate housing above, the Development plan for this Renewal Area provides sites

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for low and moderate housing to meet the needs of the occupants who will be displaced by this program. Approximately 700 units of low and moderate income housing will be built in this area during the displacement period. Most of the displacees will relocate into new housing in this area which will meet their desires and needs.

The above summary of housing needs and resources indicates the feasibility of relocation for the displacees of this development area. All housing units to which displacees are referred will be inspected by City of Flint Relocation Staff to insure that only decent, safe, and sanitary housing units in reasonable convenient locations-not less desirable than the development area with respect to utilities and facilities are offered to project displacees at rents or prices within their financial means.

- (4) "Local administrative agency shall be designated to provide information concerning private and public housing available to displacees."

The Department of Community Development is charged with the responsibility of providing information concerning private and public housing to displacees.

- g. "THE LOCAL LEGISLATIVE BODY, PRIOR TO THE DETERMINATION OF SUCH ELIGHTED AREA AND A FEASIBLE METHOD OF RELOCATION . . . AND PRIOR TO ADOPTION OF SUCH DEVELOPMENT PLAN, SHALL HOLD A PUBLIC HEARING THEREON."

A public hearing on the proposed amended Urban Renewal Development Plan was held on August 14, 1972 in order to have the Urban Renewal Development Plan presented. The general public had the opportunity to express opinions at this hearing regarding the Development Plan.

2. Act 323, P. A. 1966, Michigan

Act 323 of the Public Acts of 1966, State of Michigan, requires the following with respect to housing for persons displaced by urban renewal.

Section 1 - LPA Assurance of relocation of project residents in standard housing within their means.

The Relocation Program for the Flint Neighborhood Development Program of which the Grand Traverse South Renewal Area (MICH. A-5-4) is a part, establishes a firm commitment to relocate all project displacees in safe and sanitary housing in accordance with their

individual requirements and within their financial means. A survey of displacees and available housing indicates that an adequate supply of standard housing exists to meet the needs of the displacees. The City has an extensive public housing program. The project proposes to provide a site for the development of low and moderate housing. These two programs will provide rental units for low and moderate income persons.

There will not be any kind of discrimination allowed in the re-housing of displacees. The LPA has a firm commitment to this within the guidelines of the 1964 and 1968 Civil Rights Act. In addition, the Flint Fair Housing Ordinance and the 1966 Michigan Fair Housing Law prohibit any type of housing discrimination. The LPA will use all provisions of these laws to insure equality and fairness in the relocation program. All persons specifically requesting to be relocated within the geographic limits of the city will be assured of this right.

Section 2 - Assurance of Low and Moderate Income Housing for Urban Renewal Displacees.

The Relocation Program for MICH. A-5-4 provides for the relocation of an estimated 700 families and individuals. The City of Flint is presently engaged in an extensive Public Housing Program. Approximately one-thousand and eighty (1,080) total units and 944 units of elderly housing will be available by the summer of 1973.

These, as well as other units, will be available to displacees who qualify on a priority basis. In addition, the Urban Renewal Development Plan provides the objective to provide housing for low and moderate income families and individuals, and further provides sites to accomplish that end.

Section 3 - Establishment of a Neighborhood Advisory Council

A 1969 amendment to Act 344 P.A. 1945 provides that an established Citizens District Council can serve in lieu of a Neighborhood Advisory Council.

**G. PROCEDURE FOR CHANGES IN APPROVED PLAN**

If prior to the lease, sale or exchange of any real property in the development area, the local legislative body desires to modify the plan, it shall hold a public hearing thereon, notice of such hearing to be given by publication, in a newspaper of general circulation not less than thirty (30) days prior to the date set for such hearing.

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Notice of such hearing shall be mailed at least twenty-five (25) days before such hearing to the last known address of each owner by the records of the assessor. If the modification is approved by the Local Legislative Body, it shall become a part of the approved Urban Renewal Development Plan.

A part of the Urban Renewal Development Plan which directly applies to a parcel of real property in the area may be modified by the Local Legislative Body at any time or times after the transfer or lease or sale of any parcel of real property in the area, provided that the modification be consented to by the leasee or the purchaser.

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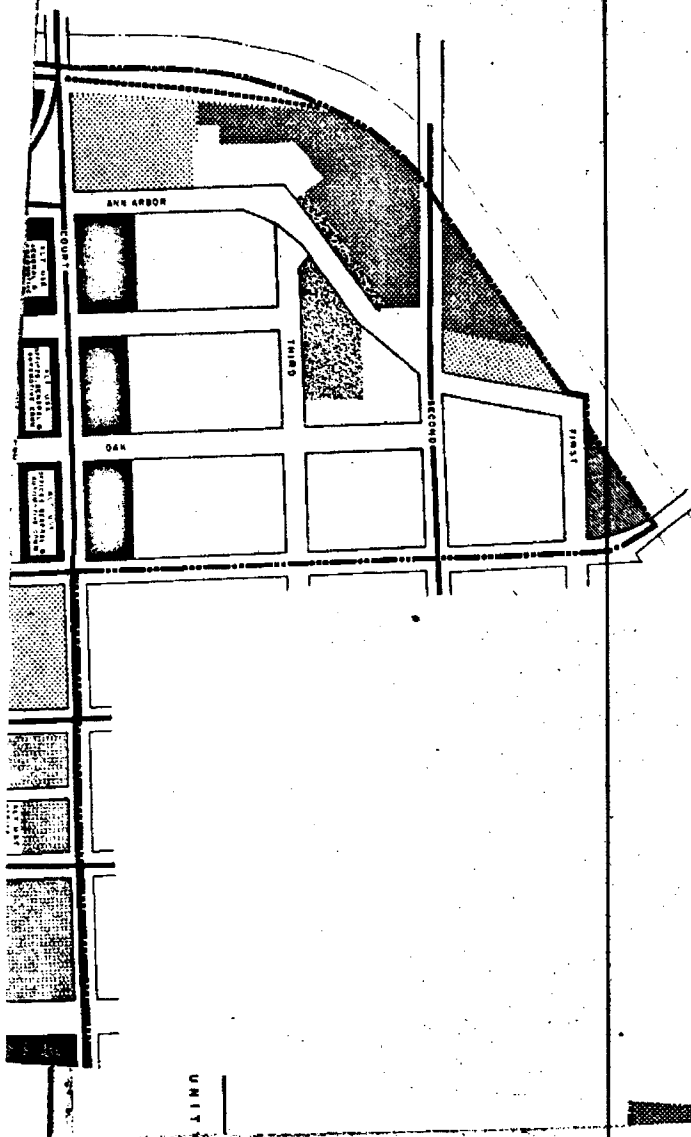
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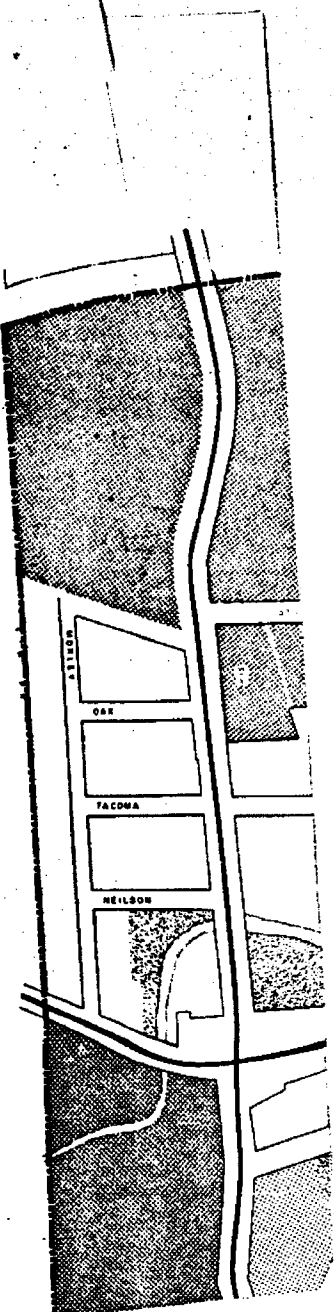
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- RESIDENTIAL 1
- RESIDENTIAL 2
- RETAIL COMMERCIAL
- OFFICE & AUTOMOTIVE COMMERCIAL
- HEAVY COMMERCIAL
- OFFICE
- PUBLIC & INSTITUTIONAL
- RECREATION & EDUCATIONAL
- MAJOR STREET - PAVED
- MAJOR STREET - ALTERNATE GENERALIZED
- MAJOR STREET - ALTERNATE GENERALIZED

LAND USE PLAN, SEWELL'S SOUTH RENEWAL AREA-ND4  
CITY OF FLINT  
VILLAGE, CEMETERY & ASSOCIATES, INC.

COMMUNIT

SEPT 2072

DEED 1834

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DEED 1834 PAGE 140



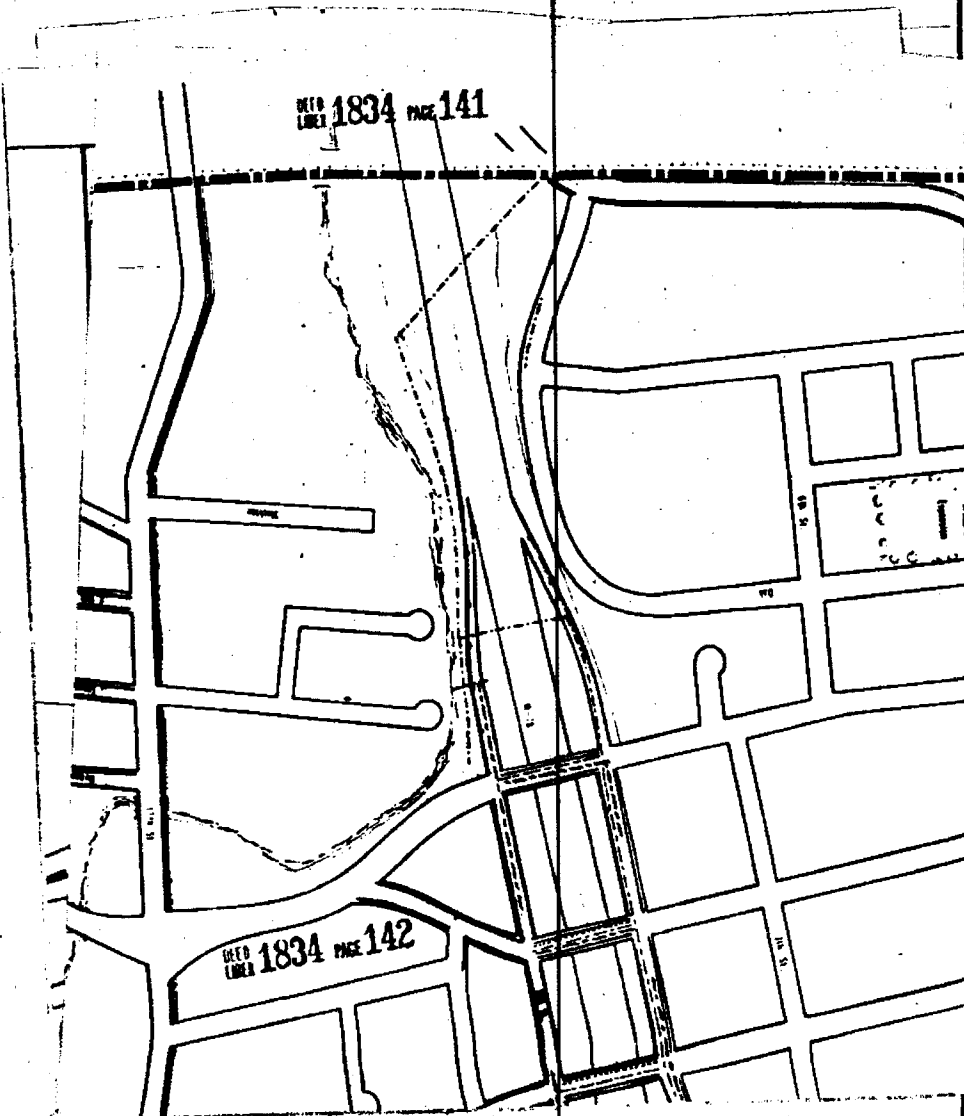
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DEED 1834 PAGE 142





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BY *Arden*  
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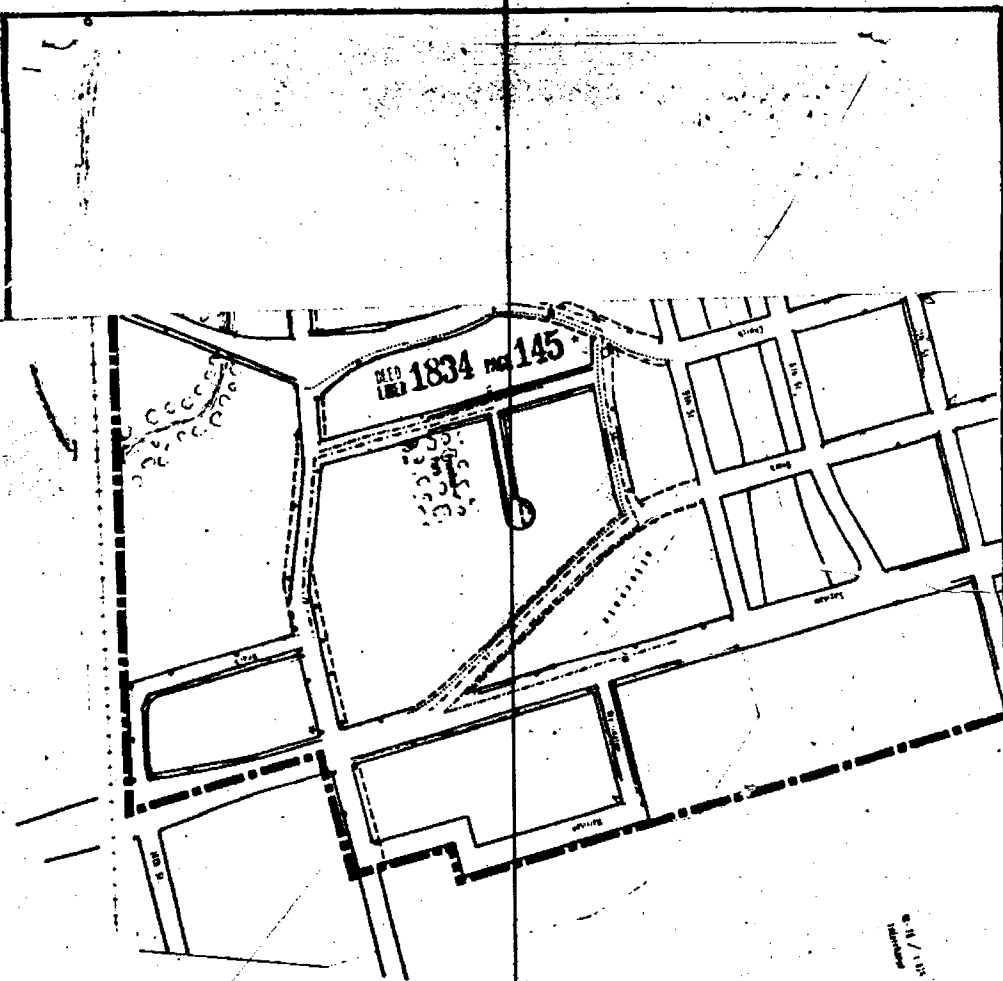
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145

Legend  
Project boundary  
Proposed right-of-way to be acquired

- Proposed sidewalk construction
- Proposed street lights
- Proposed stop signs
- Proposed signal lights and intersection control
- Proposed pedestrian or bicycle way
- Proposed utility lines (if shown on plan)
- Proposed fire hydrant
- Proposed gas water replacement
- Proposed sanitary sewer (if water specified)
- Proposed storm sewer (if gas specified)
- Proposed bus stop
- Utility easement

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call 766-7370  
for info

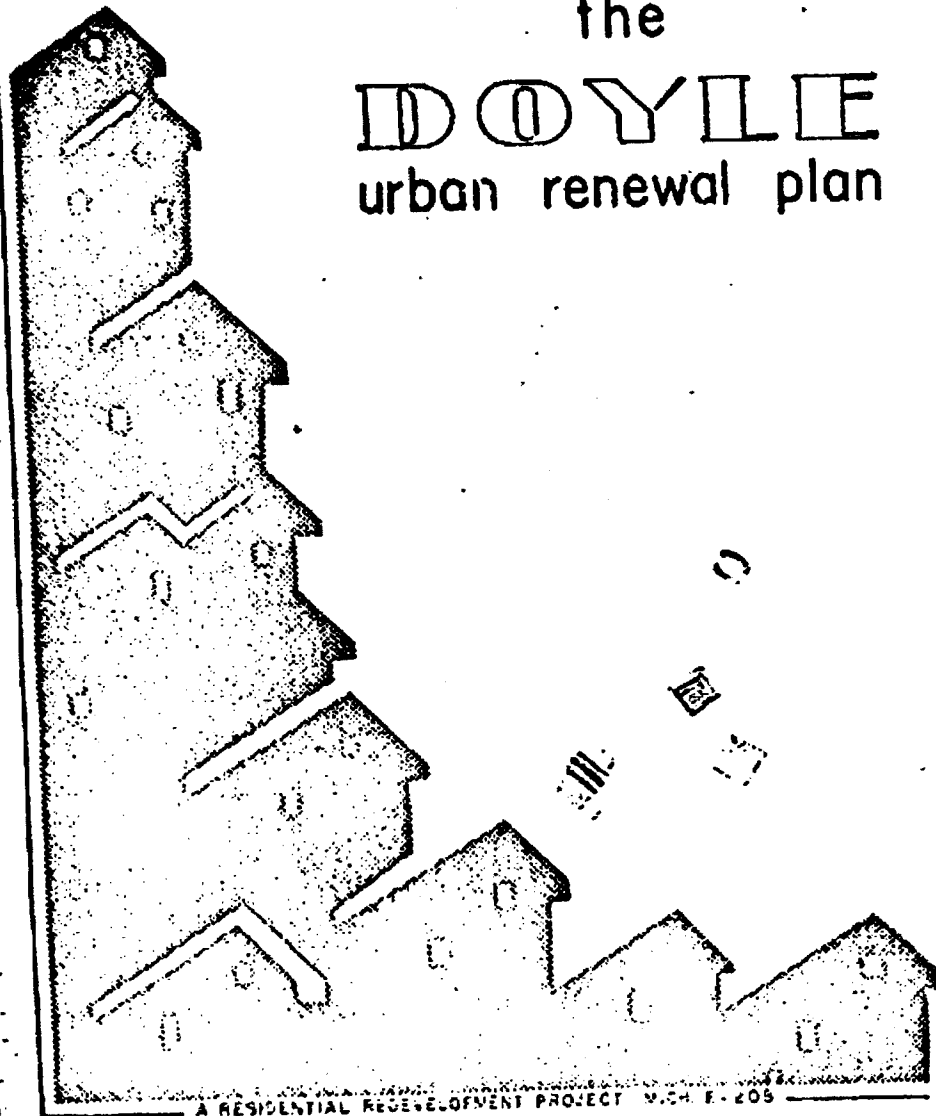
**Project Improvements**  
**Grand Traverse South**

Project No.	37784
Project Name	Grand Traverse South
Project Location	Grand Traverse South
Project Status	Proposed
Project Date	6-11-13
Project Sheet	1 of 2

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the  
**DOYLE**  
urban renewal plan



A RESIDENTIAL REDEVELOPMENT PROJECT MICH. F. 205

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1803 PAGE 436

URBAN RENEWAL DEVELOPMENT PLAN  
DOYLE AREA MICH. R-208  
MAY 17, 1971

MAYOR  
Honorable Francis E. Linner

CITY MANAGER  
Thomas Kay

CITY COUNCIL  
Gordon Suber  
Woody Etherly, Jr.  
Gerald J. Yurt  
John W. Northrup  
Douglas M. Philippott  
Edward E. Little (Mayor Pro Tem)  
Carl E. Mason  
Fred Tucker

DEPARTMENT OF COMMUNITY DEVELOPMENT  
George Ursay - Director

CITIZENS DISTRICT COUNCIL  
Arch O. Bibbs - President

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A. TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Description of Project	1
Land Use Plan	3
Project Proposals	10
Other Provisions of State & Local Law	13
Procedure for Plan Changes	22

<u>Exhibit</u>	<u>Number</u>
Existing Land Use & Boundary	R-213A
Land Use Plan	R-213B
Acquisition Necessity	R-213C
Project Improvements	R-213D

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B. DESCRIPTION OF BOUNDARY

1. Project Boundary

For the map establishing perimeter boundaries of project, refer to Exhibit R-213A, Existing Land Use and Boundary Map. The project boundary is described as follows: Beginning at the point of intersection of the centerline of Fifth Avenue and the centerline of Saginaw Street; thence northerly along the centerline of Saginaw Street to the centerline of Cornelia Street; thence easterly along the centerline of Cornelia Street to the west right-of-way of the C & O Railroad; thence southerly along the west right-of-way of the C & O Railroad to its intersection with the extended south right-of-way of Avon Street; thence easterly along the extended south right-of-way of Avon Street to the east right-of-way of Industrial Avenue; thence southerly along the east right-of-way of Industrial Avenue to the centerline of Fifth Avenue; thence easterly along the centerline of Fifth Avenue to its junction with the centerline of Robert T. Longway Boulevard; thence easterly along the centerline of Robert T. Longway Boulevard to the centerline of the Flint River; thence southerly along the centerline of the Flint River to its intersection with the centerline of Stevens Street; thence northerly along the centerline of Stevens Street to the northerly bank of the Flint River; thence westerly along the northerly bank of the Flint River to its intersection with the extended centerline of Second Avenue; thence westerly along the centerline of Second Avenue to the centerline of North Street; thence northerly along the centerline of North Street to the centerline of Fifth Avenue; thence westerly along the centerline of Fifth Avenue to the point of beginning.

2. Urban Renewal Objectives

- a. Remove structurally substandard and obsolete buildings in the project area including those structures exhibiting blighting influences which tend to cause physical, social and environmental deterioration.
- b. Extend the useful life of the neighborhood, improve its appearance and expand the inventory of standard housing through the development of new housing at a variety of densities, styles, and income ranges which will be compatible with existing buildings and will demonstrate stability and vitality of the area.

- c. Provide sites suitable for the development of housing for low and moderate income groups, at a ratio not less than one new unit for every low and moderate income unit removed.
- d. Establish a compatible land use pattern by removing non-conforming uses, obsolete platting, and by providing for changes in land use designed to achieve the needs of the project.
- e. Provide new and improved systems of transportation that will facilitate safe and efficient travel within the renewal area and into other areas of the city and the region.
- f. Redevelop cleared land for new public and private uses including public improvements to serve the needs of the project area in an efficient and aesthetically pleasing manner.
- g. Reduce and eliminate where feasible all detrimental influences upon the environment and the general liveability of the project area.
- h. Remove all difficulties to orderly redevelopment of the project area by minimizing potential conflicts arising through the disruption of neighborhoods and other personal and social organizations and relationships.
- i. Maximize the involvement of project residents in planning, programming and execution of project activities to the extent that the social and economic character of the community is renewed to a degree commensurate with physical redevelopment.

3. Type of Renewal Action Proposed

Renewal action proposed is a combination of near total clearance of residential structures and redevelopment for residential re-use. Five acres of commercial uses are proposed for rehabilitation treatment including the removal of those residential structures within this rehabilitation area which exhibit structurally deteriorated conditions. The redevelopment of these parcels will be for new commercial and related uses compatible to the existing uses within the general area. 12.3 acres of the project area will be developed for an expanded school-park site to serve the needs of the redeveloped project and adjacent areas.

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Necessary adjustments to the streets and utilities to serve the project will be provided, including the placement underground of all new utility lines. No structures of historical or architectural preservation exist within the project area, hence, no activities of this nature will be undertaken.

C. LAND USE PLAN

1. Land Use and Right-of-Way Map

The Land Use Plan, Exhibit R-2123 indicates all proposed land use districts including public uses, educational facilities, public thoroughfares and streets, utility easements and other public rights-of-way.

2. Land Use Provisions and Building Requirements

a. Land Uses Permitted

Table I on Page 4 indicates the uses to be permitted.

b. Additional Controls and Restrictions on Acquired Land

- (1) Controls and restrictions governing building heights, minimum yards and setbacks, maximum lot coverage, density and parking are indicated on Table I on Page 4. The following controls will also apply.
- (2) Loading - all loading and unloading of goods and materials in non-residential use districts must take place on the premises and must not conflict with public rights-of-way. All such areas shall be covered with all-weather, hard surfaced pavement.
- (3) Street Design - Table II on Page 6 shall guide the design and construction of all streets and public rights-of-way in the project area.

(Continues on Page 7)

**SCHEDULE OF LAND USE, DISTRICTS AND BUILDING REGULATIONS**  
**NOTES FOR THESE DISTRICTS FOLLOW ON PAGE 43**  
**DOWLE AREA, KANSAS CITY, MO., 1970**

PLANNING, KANSAS CITY

LAND USE DISTRICTS	PERMITTED USES	MAXIMUM HEIGHT OF BUILDING FEET	MINIMUM YARDS (IN FEET)	MAXIMUM % OF LOT COVERAGE	MINIMUM LOT AREA	MINIMUM BUILDING UNIT DENSITY	MAXIMUM CHURCH CONTINGENT	OFF-ROUTE PARKING (1)
Residential 1 (R-1) (a)	Two family duplex dwellings Multiple family attached dwellings with up to 4 row apartments, townhouses, low and medium income housing and apartment units.	25 35 40	Front 25 Side 10 Rear 25 Total 60	25% (a) 30% (a)	3000 sq. ft. per family. Minimum 400 sq. ft. for each dwelling unit. Maximum 12 dwelling units per net acre.	14 dwelling units per net acre	—	1 space per family. 25.5 spaces per dwelling
Residential 2 (R-2)	Multiple family attached dwellings with up to 4 row apartments, townhouses, low and medium income housing and apartment units.	25 35 40	Front 25 Side 10 Rear 25 Total 60	25% (a) 30% (a)	3000 sq. ft. per family. Minimum 400 sq. ft. for each dwelling unit. Maximum 12 dwelling units per net acre.	14 dwelling units per net acre	—	1 space per family. 25.5 spaces per dwelling
Commercial (C-1)	Multiple family attached dwellings with up to 4 row apartments, townhouses, low and medium income housing and apartment units.	25 35 40	Front 25 Side 10 Rear 25 Total 60	25% (a) 30% (a)	3000 sq. ft. per family. Minimum 400 sq. ft. for each dwelling unit. Maximum 12 dwelling units per net acre.	14 dwelling units per net acre	—	1 space per family. 25.5 spaces per dwelling
Public 1 (C-1)	Public school, park, public parking, and other public buildings.	25 35 40	Front 25 Side 10 Rear 25 Total 60	25% (a) 30% (a)	3000 sq. ft. per family. Minimum 400 sq. ft. for each dwelling unit. Maximum 12 dwelling units per net acre.	14 dwelling units per net acre	—	1 space per family. 25.5 spaces per dwelling
Public 2 (C-2)	Public school, park, public parking, and other public buildings.	25 35 40	Front 25 Side 10 Rear 25 Total 60	25% (a) 30% (a)	3000 sq. ft. per family. Minimum 400 sq. ft. for each dwelling unit. Maximum 12 dwelling units per net acre.	14 dwelling units per net acre	—	1 space per family. 25.5 spaces per dwelling

Minimum 6 foot front setback provision than existing zoning ordinance.

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NOTES FOR SCHEDULE OF LAND USE PROVISIONS AND BUILDING REQUIREMENTS

- (a) Zoning districts and building requirements are indicated for reference purposes. Any changes in the Zone District or building requirements does not constitute a "plan change".
- (b) Dwelling unit density computation must be based on the net area occupied by buildings exclusive of dedicated public rights-of-way.
- (c) All off-street parking facilities must be paved with asphaltic or Portland cement binder pavement so as to provide a durable and dust free surface and must be so drained to prevent standing water. The following layout requirements shall be observed:

Parking Pattern	Maneuvering Lane Width	Parking Space Width	Parking Space Length
30° - 55°	12 feet	8.5 feet	20 feet
54° - 74°	15 feet	8.5 feet	20 feet
75° - 90°	20 feet	9 feet	20 feet

Parking space requirements based on per 1,000 square feet, shall mean gross floor area and shall be computed to the nearest 100 feet of floor area.

There shall be one parking space in planting for every 20 spaces. Planting spaces shall be scattered throughout the parking area to the extent feasible.

- (d) This requirement may be increased to 35% coverage for corner lots.
- (e) This requirement shall be reduced to one parking space for every three dwelling units for exclusively elderly occupancy.
- (f) Front Setback - 7 feet or not less than the average setback of existing buildings in the same block front.
- (g) Side Yards - None except adjoining, side by side a residential district, then equal to residential district requirements, and except in the case of a corner lot, no part of the building within 25 feet of the adjoining property line shall be located in front of the setback line as established by the adjoining property.
- (h) Rear Yards - None except when adjoining a required rear yard in a residential district, then 1 ft. for each 1 ft. exceeding 12 ft. in height and except when adjoining a side yard and/or a front yard in a residential district, then equal to the least side yard required of the adjacent residential district.

TABLE II  
MINIMUM STANDARDS FOR STREET DESIGN

	<u>Metro-Area Arterial</u>	<u>Principal &amp; Secondary Collector</u>	<u>Local Residential Streets</u>	<u>Terminus of Cul-de-sac Streets</u>
Right-of-way Width	70-100 feet	60 feet	50-60 feet	100 feet
Pavement Width (Back to Back of Curb)	48-72 feet	36 feet	26 feet	28 feet
Minimum Radius of Horizontal Curves (Road Centerline Dimension)	600 feet	400 feet	100 feet	-
Minimum Tangents Between Reverse Curves (Road Centerline Dimension)	200 feet	200 feet	100 feet	-
Maximum Gradient	3%	3%	6%	6%
Minimum Gradient	0.4%	0.4%	0.4%	0.4%
Minimum Curb Tangents at Street Intersections	30 feet	25 feet	25 feet	-

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(4) Other Requirements

- a. Cul-de-sac streets should not exceed 500 feet in length except where otherwise provided. The minimum turning radius for each cul-de-sac terminus will be 50 feet. Such culs-de-sac may be circular and symmetrical or circular and offset.
  - b. Streets should be laid out so as to intersect as nearly as possible at right angles (90 degrees), and no street should intersect any other street at less than sixty (60 degrees).
- (5) Storage - All storage of stock or material must be within a fenced area, preferably a screening wall. All rubbish and trash storage must be obscured from public rights-of-way.
- (6) Lighting - Exterior lighting of buildings or open areas must not direct light into residential districts. In commercial areas an average intensity of illumination of 3.0-to 4.0-foot candles measured at the centerline of streets and thoroughfares should be maintained. For residential areas, 0.8-to 1.5-foot candles should be provided. For transitional areas, 3- to 4-foot candles should be adequate. On local collector streets illumination should range from 2- to 3-foot candles measured at the centerline of such streets. Spacing of street lights in residential areas should be at minimum intervals of 150 feet. Standards for spacing in all areas will be established by the Department of Public Works according to their provisions and their modification whenever shown to be necessary.
- (7) Utilities - All new utilities to be installed shall be underground and at least meet the minimum specifications of the City of Flint.

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- (8) Signs - All private signs must relate to project uses or activities. Billboards or advertising of non-project activities is expressly prohibited. Information regarding community activities may be posted at designated areas. All proposals for signs shall be submitted to the City of Flint, Department of Community Development (hereafter referred to as the Department) or any subsequent body possessing the authority to administer the City of Flint's Urban Renewal Program.
- (9) All unpaved areas shall be landscaped subject to the prior approval of landscaping plans by the Department. The submission of landscaping plans shall be requisite to the redevelopment of project land and shall include but not be limited to a consideration for the appropriate landscape treatment which will blend with and enhance adjacent developments while providing an important, aesthetically pleasing design for the property on which it is developed. Landscaping plans shall consider the salvage of existing mature trees, shrubs and topography and the incorporation of these elements into plans to the maximum extent feasible.

c. Review of Plans

In order to insure that buildings in the Doyle Area Renewal Project are designed so as to be attractive and harmonious with other physical features; to provide for the proper arrangement of buildings and adequate open space; to provide for the proper location of buildings with respect to property lines, easements, and to each other; and to prevent any adverse effect on the surrounding area, the developers shall submit plans for each parcel to the Department for review. These plans shall be in sufficient detail to enable the Director of the Department, the City Planning Commission, and other appropriate departments and public bodies to make a determination as to their compliance with the purposes stated above and with the Land Use Provisions and Building Requirements of the Urban Renewal Development Plan.

The following procedure shall be followed with regard to the submission of development plans.

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Three (3) copies of proposed development plans shall be submitted to the Department. One copy shall be retained by the City for joint review by the Department and the Oak Park Citizens District Council. Copy 2 shall be forwarded by the Department to any other agency for which specific approval is necessary according to the particular requirements of this Urban Renewal Development Plan. Copy three shall be returned to the developer by the Department with comments regarding suggested or required changes to be made prior to approval. All plans shall be deemed approved unless formal rejection, setting forth in detail the reason therefore, is made by the Director of the Department to the developer within forty-five (45) days from the date of submission. These provisions shall likewise apply to any amendment or revised plans re-submitted as a result of required changes.

Following approval, the developer may request applications, permits and other necessary actions of other agencies which are required prior to the implementation of the approved development plan according to other ordinances, rules and regulations. Each agency shall forward a copy of this action or notify the Department in writing of the developers intention prior to the issuance of any application, permit or other authorization to proceed with the proposed development. The Department shall review this notification in regard to the development plans on file and notify the issuing agency in writing of compliance with the approved development plan. In instances of non-compliance, the Department shall state in writing the reasons for the non-compliance. The issuing agency shall take appropriate action to bring the application, permit or other authorization into compliance.

d. Adoption and Duration of Land Use and Building Requirements

The Land Use Provisions and Building Requirements shall be in full force and effect for twenty (20) years from the date of original City Council approval of the Urban Renewal Development Plan and said restrictions shall automatically extend for ten (10) year periods thereafter unless by a majority vote of the then owners of the area in the Doyle Area Renewal Project, it is agreed to change said restrictions in whole, or in part and provided such change is approved by the City Council.

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e. Applicability of Provisions and Requirements on Real Property Not to Acquire

Every effort will be made to apply these requirements to real property not to be acquired. As a minimum, these provisions and requirements will be applicable to property in the project area which is not to be acquired when the owner thereof acquires project land.

D. PROJECT PROPOSALS

1. Land Acquisition

a. Real Property Proposed for Acquisition

Properties proposed for acquisition are shown on Exhibit R-213C Acquisition Necessity Map. These include properties acquired for clearance and redevelopment, spot clearance, and provisions for supporting facilities and project improvements.

b. Special Conditions Under Which Properties Not to be Acquired May be Acquired

Properties presently not designated for acquisition may be acquired if future revisions to the Urban Renewal Development Plan necessitate such acquisition or if further acquisition is necessary to fully carry out the objectives of the Urban Renewal Development Plan. No properties fall into this category at this time.

2. Rehabilitation

a. General Objectives

Included in this Urban Renewal Development Plan are specific proposals and objectives which will improve the overall environment of the Doyle Area and will encourage the physical rehabilitation of all buildings to remain.

At the completion of rehabilitation, all properties shall be safe and sound in all physical respects and so refurbished and so altered as to conform to these Property Rehabilitation Standards and the Urban Renewal Plan Objectives.

b. Code Enforcement

A continuous and vigilant enforcement of existing laws, codes, ordinances and regulations of the City of Flint and of the State of Michigan will be in full force and exist in the Doyle Urban Renewal Area project. The following is a list of these codes and ordinances. All subsequent amendments shall equally apply.

Housing Code	(Amended 3-22-71)
Zoning Ordinance	(Adopted 4-15-60)
Building Code	(Adopted 10-1-65)
Plumbing Code	(Adopted 1-13-64)
Electrical Code	(Adopted 8-24-61)
National Fire Prevention Code	(Adopted 10-58)
Warm Air Code	(Adopted 7-20-53)
Commercial Building Code	(Adopted 2-24-59)
Air Pollution Control Ord.	(Adopted 4-24-70)

c. Property Rehabilitation Standards

The following standards shall apply to all existing structures in addition to the applicable codes.

Public Spaces: Artificial light shall be provided in all public spaces.

Ventilation of Structural Spaces: Natural ventilation of spaces such as attics and enclosed basementless spaces shall be provided by openings of sufficient size to overcome dampness and minimize the effect of conditions conducive to decay and deterioration of the structure, and to prevent excessive heat in attics. Exterior ventilation openings shall be effectively screened where needed.

Chimneys, Incinerators and Vents: Chimneys and vents shall be structurally safe, durable, smoketight and capable of withstanding the action of flue gases. Factory-built chimneys shall be labeled by Underwriters' Laboratories Incorporated and installed in accordance with the listing.

Protection From Rodents, Termites or Other Infestation: Each building and all exterior appurtenances on the site shall be effectively protected against rodents, termites or other vermin infestation.

No open flame radiant type space heaters shall be permitted.

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**Prohibited Locations:** No water heater shall be installed in any room used or designed to be used for sleeping purposes. No gas or oil fired water heater shall be located in a bathroom, clothes closet, under any stairway or in a confined space with access only to the above locations.

**Venting:** All fuel burning water heaters shall be connected to a vent leading to the exterior.

**Existing Wiring and Equipment:** Existing wiring and electrical equipment where its continued service is contemplated shall not be a potential source of electrical hazard or ignition of combustible materials, and shall be so determined by the proper authority. Whenever these potential hazards are determined to be present, replacement of existing wiring and equipment shall be made.

d. Statement of Special Conditions Under which Rehabilitation Structures May be Acquired

Structures which do not meet the above mentioned Ordinances and the Property Rehabilitation Standards as presented in 2.c. above, and are capable of being rehabilitated but whose owners are either unable to or refuse to take such measures; or properties, which are in such a substandard condition that the correction thereof cannot be accomplished or is not economically feasible, may be acquired by the City of Flint. Upon the acquisition of such properties, the City will elect to either:

- (1) Demolish the structure or structures thereon and dispose of the land in accordance with the Urban Renewal Development Plan at its fair market value to a developer for redevelopment, or;
- (2) Sell the property including the structures to a private purchaser at its fair market value subject to its being repaired and rehabilitated to a degree that it complies with City Codes, Urban Renewal Plan Objectives and Property Rehabilitation Standards or;
- (3) Rehabilitate the structure or structures to meet all codes, plan objectives and standards and then sell the property to a private purchaser at its fair market value.

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3. Redevelopers Obligations

Redevelopers of cleared land, their successors or assigns, will be required by contract to observe all provisions of this Urban Renewal Development Plan and will further be required to submit plans and a redevelopment schedule satisfactory to the City of Flint in order to determine whether they conform to the objectives of the Urban Renewal Development Plan. The contract with redevelopers will state that the purchase of the land is for the purpose of redevelopment and will not be held for land speculation. In addition, all redevelopers shall conform to all applicable provisions of the City of Flint's Affirmative Action Program and to all applicable regulations of the Department of Housing and Urban Development.

4. Underground Utility Lines

All new public and private utility lines will be placed underground.

5. Temporary Project Improvements and Facilities

In order to minimize hardships during demolition and reconstruction, the Urban Renewal Development Plan proposes the provision of temporary playgrounds within the proposed Doyle School-park expansion area. These temporary facilities will help meet the urban renewal objectives by minimizing problems resulting through the Urban Renewal Program.

E. OTHER PROVISIONS NECESSARY TO MEET STATE OR LOCAL LAW

1. Rehabilitation of Blighted Areas Act, Act 344, P.A. 1945, Michigan

The Rehabilitation of Blighted Areas Act, Act 344 of Public Acts of 1945 as amended by amendatory acts for the State of Michigan, set forth the following prerequisites for carrying out rehabilitation of blighted areas:

- a. "A MASTER PLAN OF THE MUNICIPALITY WHICH IS SUFFICIENTLY ADVANCED TO DESIGNATE AREAS IN NEEDS OF REHABILITATION."

Comprehensive Master Plan for the City was adopted in August 1965 which indicated, among other things, proposals for redevelopment of the neighborhood contained in the project area.

- b. "PLAN ADOPTED BY THE LOCAL LEGISLATIVE BODY OF THE GENERAL FEATURES OF DEVELOPMENT OF THE DISTRICT WITHIN WHICH THE DEVELOPMENT AREA LIES AND OF OTHER DISTRICTS ADJACENT TO THE DEVELOPMENT AREA."

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This constitutes the Oak Park Urban Renewal Plan (Mich. A-5-7) which shows the development area in relation to major thoroughfares, and land uses in that general area of Flint in which the development area is located. This plan map is of such extent, content and particularity is necessary to the coordination of the development area with the adjoining part of the City.

- c. "DISTRICT AREAS SHALL BE DESIGNATED FOR ALL DEVELOPMENT AREAS...FOR EACH DISTRICT AREA, A CITIZENS DISTRICT COUNCIL...SHALL BE SELECTED..."

A public hearing to designate the district area for a renewal program was held February 10, 1969 at 8:00 p.m. in the City Commission Chambers. Notice of hearing appeared in the Flint Journal, a newspaper printed and published in the City of Flint, on the dates of January 4, 1969 and January 25, 1969. Distribution of public hearing notices to the latest known owner of each parcel of land occurred on January 17, 1969.

The area designated is in the City of Flint, County of Genesee, State of Michigan and is described as follows:

Beginning at the intersection of Fifth Avenue and Mason Street then north to Paterson Street; east to Detroit Street, north to Hamilton Avenue, then east to Francis Avenue, north to Alexander Street, north on Alexander to McClellan Street, east to Buick Street, north to Pasadena Avenue, east to Industrial Avenue, south to Leith Street, east to Division Street, south to Hamilton Avenue, east to the Flint River, south along the Flint River to North Street, then north on North Street to Fifth Avenue and west to the point of beginning.

A hearing to determine the method of selection of the Citizens District Council for the area was scheduled for April 16, 1969. Notices of the hearing appeared in the newspaper on March 22, 1969 and March 23, 1969 and March 24, 1969. Distribution of notices occurred on March 25, 1969. At the hearing, it was decided that the Citizens District Council would be elected with the approval of the City Commission.

- d. "A RECORD OF THE MEETINGS, INCLUDING INFORMATION AND DATA DISCUSSED, SHALL BE MAINTAINED AND INCLUDED IN OFFICIAL IMPLEMENTATION OF THE PROPOSED DEVELOPMENT PLAN TO THE LOCAL LEGISLATIVE BODY."

A record of the meetings of the Oak Park Citizens District Council is maintained by the Department. Those meetings when the Doyle Plan was discussed are: June 21, September 30, November 15, and December 20, 1970; January 17, February 21, April 18, May 9 and May 23, 1971.

- e. "IN A MUNICIPALITY WITH TWO OR MORE DISTRICT AREAS, EACH CITIZENS DISTRICT COUNCIL SHALL SELECT FOUR MEMBERS WHO SHALL COMPOSE THE NEIGHBORSHIP OF THE COORDINATING COUNCIL IN COMMUNITY REDEVELOPMENT."

A Coordinating Council in Community Redevelopment was established in December 1970 meeting these requirements.

- f. "A DEVELOPMENT PLAN, ADOPTED BY THE LOCAL LEGISLATIVE BODY, AFTER CONSULTATION WITH THE CITIZENS DISTRICT COUNCIL...OF THE DEVELOPMENT AREA...THE PLAN SHALL:"

- (1) "Designate the location of streets and other public facilities . . . and shall designate the location, character, and extent of the categories of public and private land uses."

The designation of streets, other public facilities and public and private land uses is contained in Table I (Page 4) and in the Land Use Plan, Exhibit R-213B.

- (2) "Designate the location, extent, character and estimated cost of the improvements contemplated for the area."

The estimated costs of public improvements proposed for the area are indicated below. The location, character and extent of these improvements are indicated on the Project Improvements Map, Exhibit R-213D. The improvements are generalized as to location, layout, size and type and are intended to indicate the basic objectives for servicing the renewal area. Further, the cost estimates are preliminary in nature. Any changes, adjustments or revisions of the following shall not constitute a change in this Urban Renewal Development Plan.

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Storm Sewers	89,270.00
Sanitary Sewers	60,840.00
Water Facilities	132,492.00
Sidewalks	65,763.00
Street Lights & Appurtenances	40,500.00
Street Paving	255,253.00
Fourth Avenue Bridge	425,000.00

- (3) "The plan shall include estimates of the characteristics of the development area residents and there to be displaced, a description of the housing currently in the community and other such description as to demonstrate a feasible method of relocation for all estimated displaced persons into government housing units within their financial means."

The program area contains an estimated 132 families, 88.6% of which are non-white and 71 individuals, of which 29% are elderly and 76% are non-white. The relocation program anticipates displacement of an estimated 132 families and 71 individuals during the course of program activities.

The following table provides the income characteristics of the estimated displacees:

Annual Income	Families		Individuals	
	White	Non-White	White	Non-White
Under \$3,000	2	34	10	16
\$3,000 - \$4,000	1	25	4	
\$4,000 - \$5,000	5	7		7
\$5,000 - \$6,000	3	9	1	
\$6,000 - \$7,000	2	15		8
\$7,000 - \$8,000	1	6		7
\$8,000 and over	1	19	2	16

Source: Department of Community Development, Relocation Division, November 1970 Survey

The vacancy rate in the metropolitan area is 4.5% for sales and rental housing excluding dilapidated and seasonal housing with 1.08% vacancy rate for sales housing and 8.3 for rentals. It must be pointed out that most of the rentals are for luxury apartments with some units that are substandard leaving very few available rentals. Gross housing expenses for one to five-bedroom units has been prepared based on the following information:

Figures contained herein are subject to modification without constituting a change in this Development Plan.

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There are 135,665 housing units in the Flint Metropolitan Area with approximately 30% of them substandard. It is estimated that 1% of these units are for low and moderate income families. This percentage was determined by newspaper rental and sales ads which had been inspected for possible relocation sources during the past year, and for low income housing turnover rates.

The schedule on this page indicates the gross housing expenses for specific bedroom sizes.

The median value of owner occupied homes is \$16,400 and the median monthly rent for tenant occupants is \$110.00.

PROJECTED EXISTING SALES AND RENTAL HOUSING  
TO BE AVAILABLE DURING PROJECT EXECUTION

Monthly Gross Housing Expenses	One B.R.	Two B.R.	Three B.R.	Four B.R.	Five B.R.	Total
\$ 0 - \$ 50	5	12	0	0	0	17
\$ 51 - \$ 60	10	9	2	0	0	21
\$ 61 - \$ 70	20	12	1	0	0	46
\$ 71 - \$ 80	44	20	7	1	0	82
\$ 81 - \$ 90	45	24	3	5	3	90
\$ 91 - \$100	50	24	0	7	7	96
\$101 - \$110	25	24	42	3	10	109
\$111 - \$120	10	30	56	11	0	145
\$121 - \$130	50	33	56	14	5	153
\$131 - \$140	60	36	90	34	20	210
TOTAL	359	274	223	80	55	1004

Source: Department of Community Development, Relocation Division  
November 1970 Survey.

OCT 2071 DEED 1803 P

Existing programs for private and public housing and new construction clearly indicate that there will be available housing for displacees. Approximately 900 units of housing will be demolished in the community and approximately 2500 units of new housing will be built for low and moderate income families.\* This does not include housing or units for the elderly which receive state aid. Following is a list of the proposed new unit construction that is planned in Flint during the relocation period (1971-74).

	Regular	Family	Elderly
LHA Low Income Housing	500	--	
F.H.A. Section 235 & 236	1800	--	
Elderly Low Income	--		160
F.H.A. Section 202	--		150
Total	2300		310

In addition to the low and moderate housing above, the Development Plan for this Renewal Area provides sites for moderate income housing to meet the needs of the occupants who will be displaced by this program. A maximum of 120 units of moderate income housing may be built in this area during the displacement period. Most of the displacees will relocate into new housing in this area which will meet their desires and needs.

\*Estimates made by projecting demolition activities initiated by public action and statements from contractors regarding planned construction.

The above summary of housing needs and resources indicates the feasibility of relocation for the displacees of this revitalization area. All housing units to which displacees are referred will be inspected by the City of Flint's Relocation Staff to insure that only decent, safe, and sanitary housing units in reasonably convenient locations -- not less desirable than the development area with respect to utilities and facilities are offered to project displacees at rents or prices within their financial means.

- (4) 'Local administrative agency shall be designated to provide information concerning private and public housing available to displacees.'

The Department of Community Development is charged with the responsibility of providing information concerning private and public housing to displacees.

- g. "THE LOCAL LEGISLATIVE BODY, PRIOR TO THE DETERMINATION OF SUCH BLIGHTED AREA AND A FEASIBLE METHOD OF RELOCATION . . . AND PRIOR TO ADOPTION OF SUCH DEVELOPMENT PLAN, SHALL HOLD A PUBLIC HEARING THEREON."

A public hearing on the proposed Urban Renewal Development Plan was held on May 17, 1971 at 8:00 p.m. in the Flint City Council Chambers. The general public had the opportunity to express opinions at this hearing regarding the Development Plan.

2. Act 323, P.A. 1966, Michigan

Act 323 of the Public Acts of 1966, State of Michigan, requires the following with respect to housing for persons displaced by urban renewal.

Section 1 - LPA Assurance of relocation of project residents in standard housing within their means.

The Relocation Program for the Doyle Urban Renewal Area (Mich. R-208) establishes a firm commitment to relocate all project displacees in safe and sanitary housing in accordance with their individual requirements and within their financial means. A survey of displacees and

available housing indicates that an adequate supply of standard housing exists to meet the needs of the displacees. The City has an extensive public housing program. The project proposes to provide a site for the development of moderate income housing.

Discrimination will not be allowed in the rehousing of displacees. The LPA has a firm commitment to this within the guidelines of the 1964 and 1968 Civil Rights Act. In addition, the Flint Fair Housing Ordinance and the 1968 Michigan Fair Housing Law prohibit any type of housing discrimination. The LPA will use all provisions of these laws to insure equality and fairness in the relocation program. All persons specifically requesting to be relocated within the geographic limits of the City will be assured of this right.

Section 2 - Assurance of Low and Moderate Income Housing For Urban Renewal Displacees.

The Relocation Program for Mich. R-203 provided for the relocation of an estimated 208 families and individuals. The City of Flint is presently engaged in an extensive Public Housing Program. Approximately 1970 units are to be available by the autumn of 1971. These, as well as other units, will be available to displacees who qualify on a priority basis. In addition, the Urban Renewal Development Plan provides the objective to provide housing for moderate income families and individuals, and further provides sites to accomplish that end.

Section 3 - Establishment of a Neighborhood Advisory Council

A 1969 Amendment to Act 344, P.A. 1945 (House Bill 2074) provides that an established Citizens District Council can serve in lieu of a Neighborhood Advisory Council. See Page 21 following.

CITY OF FLINT, MICHIGAN  
DEPARTMENT OF LAW  
MEMORANDUM

FROM: Robert E. Weiss

RECEIVED  
JUL 28 1970  
PAGE 458

DATE: July 27, 1970

TO: George Ursuy

SUBJECT: Citizens District Council for Oak Park Area as  
Representative of the Doyle Renewal Area

In answer to your inquiry of July 13, 1970 concerning the Citizens District Council for the Oak Park Area as being representative of the Doyle Renewal project, please be advised this office understands there is only one officially designated district. It has the name of Oak Park District. From that District, a Citizens District Council was elected pursuant to the Blighted Areas Act. That is the only official district council for all projects lying within the Oak Park Area as designated by the City Commission.

The Doyle Project Area is not an officially designated area; it is merely an informal designation of an area within the officially designated Oak Park Area and it not entitled to separate representation as it is merely a part of the larger area.

  
Robert E. Weiss, City Attorney

WDW:cm



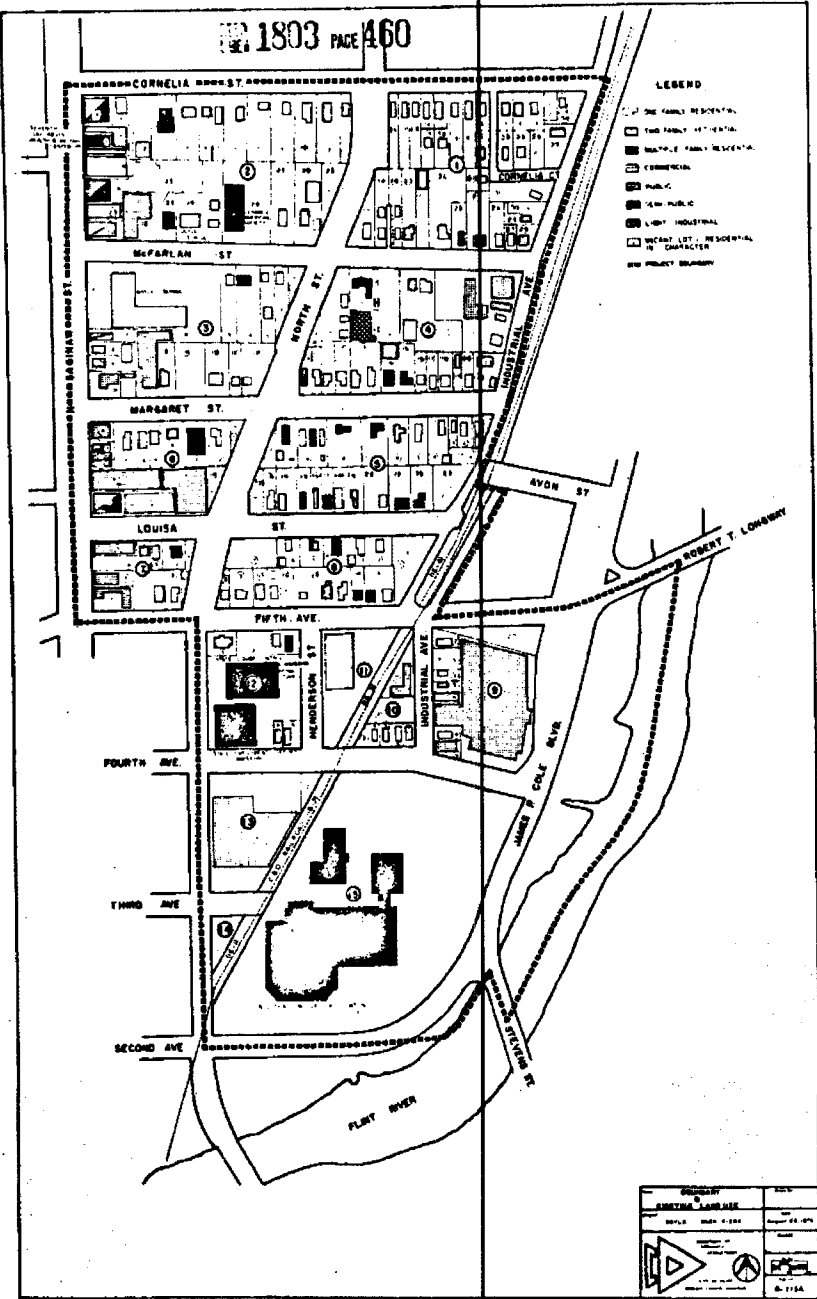
OCT 2071 DEED 1803 P

F. PROCEDURE FOR CHANGES IN APPROVED PLAN

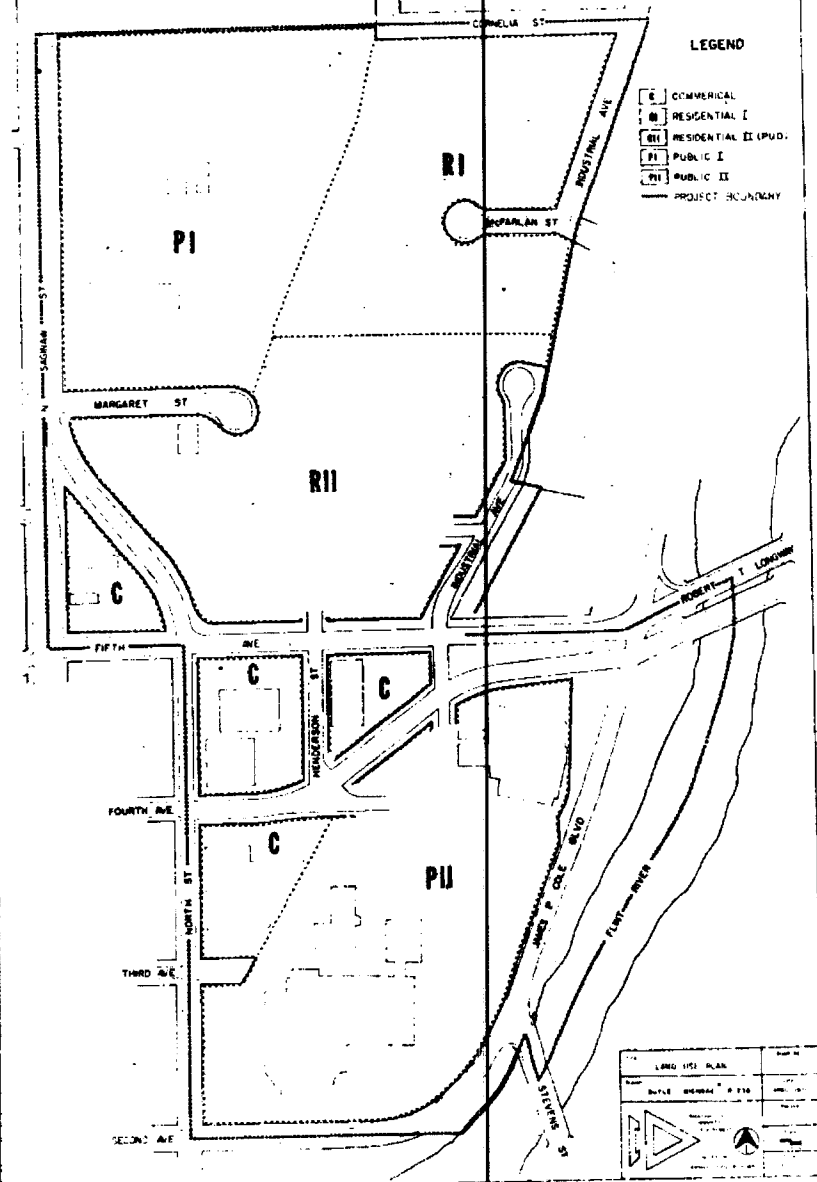
If prior to the lease, sale or exchange of any real property in the development area, the local legislative body desires to modify the plan, it shall hold a public hearing thereon, notice of such hearing to be given by publication, in a newspaper of general circulation not less than thirty (30) days prior to the date set for such hearing. Notice of such hearing shall be mailed at least twenty-five (25) days before such hearing to the last known address of each owner by the records of the assessor. If the modification is approved by the local legislative body, it shall become a part of the approved Urban Renewal Development Plan.

A part of the Urban Renewal Development Plan which directly applies to a parcel of real property in the area may be modified by the local legislative body at any time or times after the transfer or lease or sale of any parcel of real property in the area provided that the modification be consented to by the leasee or the purchaser.

OCT 2071 DEED 1803



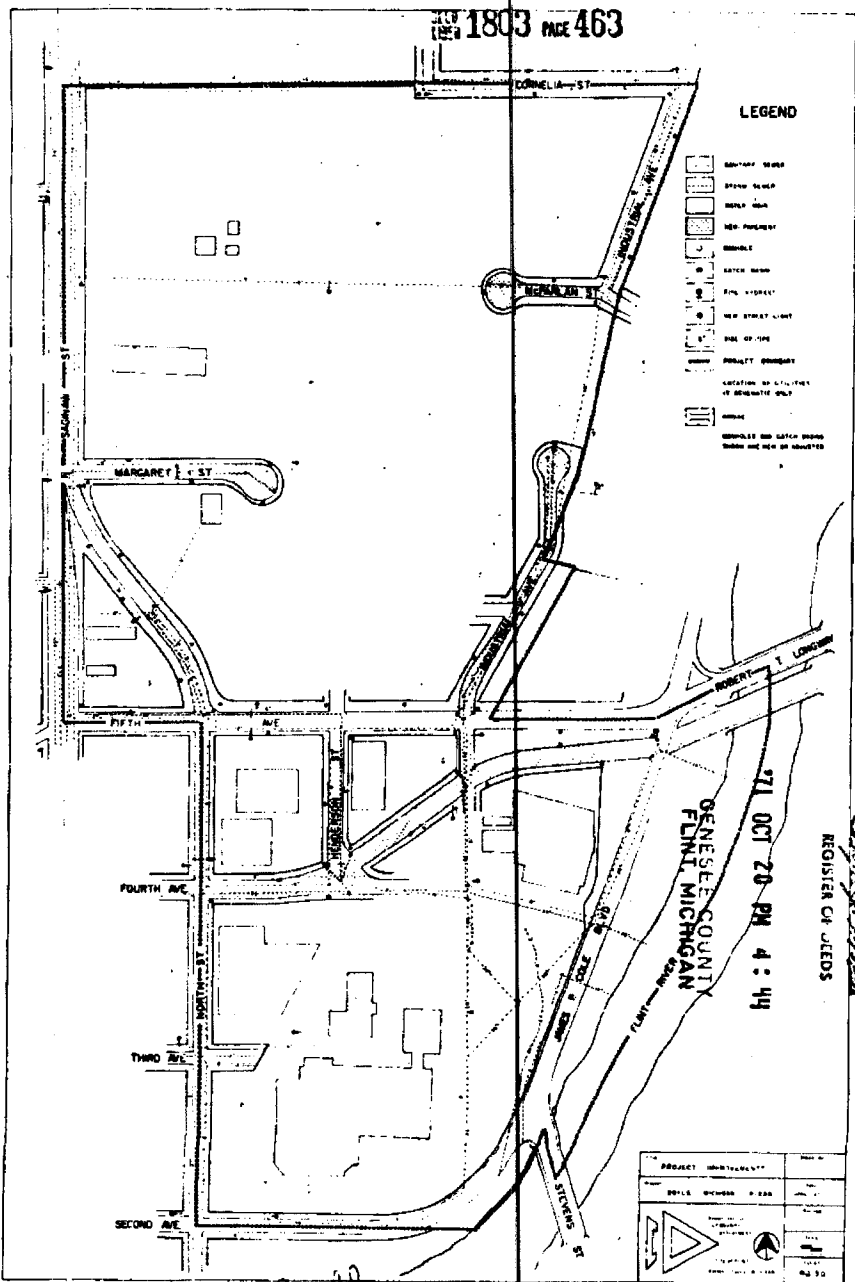
OCT 2071 DEED 1803 P



OCT 2071 DEED 1803 P





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RECORDED  
STANDARD  
REGISTER OF DEEDS

~~71 OCT 20 PM 4:44~~

~~GENESEE COUNTY  
FLINT, MICHIGAN~~

PROJECT: <b>INTER-TECHNICAL</b>	DATE: <b>10-10-68</b>
DESIGN: <b>DOUGLAS W. HARRIS P. 220</b>	FILE: <b>10-10-68</b>
	
<p>DOUGLAS W. HARRIS P. 220</p>	<p>10-10-68</p>

3000

39175

Call

# GRANT OF EASEMENT

THIS INDENTURE, made this 4th day of September A. D. 1970, between CITY OF FLINT, a municipal corporation of the State of Michigan, whose post office address is City Hall, Flint, Michigan 48502, party of the first part, and The CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, whose post office address is One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan 48075, party of the second part.

## WITNESSETH:

That the party of the first part, for itself and its successors and assigns, for and in consideration of the sum of \$120.00 to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents grant and convey unto said party of the second part, its successors and assigns, Forever, subject to the conditions hereinafter set forth, the right and easement to enter upon and use for ingress and egress purposes the following described parcel of land situate and being in the City of Flint, County of Genesee, and State of Michigan:

A strip of land 30.0 feet in width over and across the following described Tract "A" described as: Commencing at the South 1/4 corner of Section 19, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan; thence North 01° 54' 07" West, along the North and South 1/4 line of said Section 19, 2175.6 feet; thence North 88° 05' 53" East, 40.0 feet; thence South 38° 43' 40" East, 257.22 feet; thence South 08° 52' 40" East, 40.18 feet; thence South 38° 43' 40" East, 443.98 feet; thence South 70° 44' 56" East, 8.01 feet to the point of beginning; thence continuing South 70° 44' 56" East, 30.17 feet; thence North 25° 15' 19" East, 46.25 feet; thence North 38° 43' 40" West, 33.38 feet; thence South 25° 15' 19" West, 62.05 feet to the point of beginning.

TRACT "A": A parcel of land 20 feet in width lying in the Southeast 1/4 of Section 19, Town 7 North, Range 7 East, described as beginning at a point which is North 1° 52' 28" West 2175.6 feet measured along the North and South 1/4 line of Section 19 and East at right angles 40 feet and South 38° 43' 28" East 257.22 feet from the South 1/4 corner of Section 19; thence running South 38° 43' 28" East 765.46 feet more or less to the West line of Cuthbertson Street; thence Southerly along the West line of Cuthbertson Street to a point which is 20 feet measured at right angles from the first described line; thence North 38° 43' 28" West parallel with first described line to a point which is South 8° 52' 28" East of the point of beginning; thence North 8° 52' 28" West to the point of beginning. Also, a parcel of land approximately 40 feet in width lying in the Southeast 1/4 of Section 19, Town 7 North, Range 7 East, bounded on its Northeasterly side by the Southwesterly side by the Southwesterly line of the Pere Marquette Railway Right-of-Way and extending from the North and South 1/4 line of said Section 19 to the Westerly line of Cuthbertson Street (the Westerly line of Cuthbertson Street being defined by deed from Edwin W. Atwood and Bertha G. Atwood to the City of Flint as recorded in Deed Volume 369, pages 138 to 140) and bounded on its Southwesterly side by a line described as beginning at a point on the North and South 1/4 line of said Section 19, which is North 1° 52' 28" West 2228.96 feet from the South 1/4 corner of said Section 19; thence South 38° 43' 28" East along the Northeasterly line of land as described in Deed Volume 363, pages 221, 222 and said line continued, to the Westerly line of Cuthbertson Street.

C/S 25132D

Pcl. # 542-E

SEP-14-71

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GLADWIN TITLE COMPANY

SEPT 14 71 DEED 1799 P

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Together with the right of the party of the second part, its successors and assigns, to use said piece or parcel of land for the purpose of ingress and egress to its abutting property; TO HAVE AND TO HOLD the said easement over said piece or parcel of land, as herein described, unto the party of the second part, its successors and assigns, Forever.

This conveyance is given upon the express condition that the above described piece or parcel of land shall be used by the party of the second part, its successors and assigns, for ingress and egress and for no other purpose and that, if such use of the above-described piece or parcel of land for ingress and egress purposes shall ever be permanently discontinued, then the said piece or parcel of land and all the rights therein or thereon herein granted shall immediately revert to the party of the first part, its successors and assigns, and then thereafter the party of the first part, its successors and assigns, shall peaceably hold and enjoy the same as if these presents had not been made.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name the day and year first above written.

In the presence of:

Velma Guerrier  
Velma Guerrier

Donald R. Cronin  
Donald R. Cronin, Mayor

Patricia M. Gallagher  
Patricia M. Gallagher

Lloyd S. Hendon  
Lloyd S. Hendon, City Clerk

State of Michigan  
County of Genesee

On this Fourth day of September A.D. 1970, before me, the undersigned, personally appeared Donald R. Cronin and Lloyd S. Hendon to me personally known, who being by me duly sworn, did say that they are respectively Mayor and City Clerk of the CITY OF FLINT, a Municipal Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; and said instrument was signed and sealed in behalf of said Corporation by authority of its Mayor and City Clerk; and said Mayor and City Clerk severally acknowledged said instrument to be the free act and deed of said Corporation.

Izora Johnson  
Notary Public, Genesee County, Michigan  
Acting in Genesee County, Michigan  
My Commission Expires April 14, 1972

Drafted by: M. P. Levandoski  
Address: P.O. Drawer K  
Lansing, Michigan 48904

Notary Public, Genesee County, Mich.  
My Commission Expires April 14, 1972

APPROVED BY  
CITY COMMISSION  
OF CITY OF FLINT  
AUG 17 1970

APPROVED AS TO FORM  
Robert E. Weiss  
City Attorney

33470

City Clerk

Approved as to Funds  
Edna  
Director of Finance

Return to: C/O R.R.  
20755 Greenfield  
Southfield, Mich 48075  
Mr. Metax

GUARANTY TITLE COMPANY

SEPT 14 1971 DEED 1799 P 1

RECORDED  
REGISTER OF DEEDS  
SEP 14 AM  
GENESEE COUNTY  
FLINT, MICHIGAN

## GRANT OF OVERHEAD HIGHWAY EASEMENT

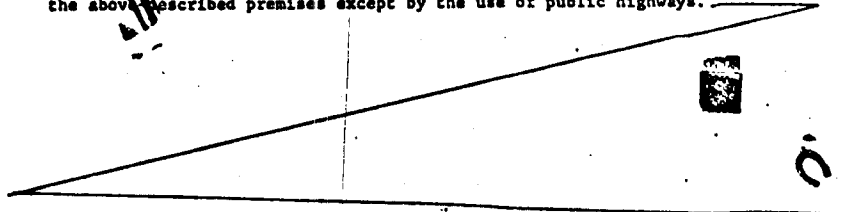
THIS INDENTURE, made this 7th day of September, A. D. 1971, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, whose post office address is One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan 48075, party of the first part, and STATE OF MICHIGAN, whose post office address is Drawer K, Lansing, Michigan 48904, party of the second part.

## WITNESSETH:

That the party of the first part, for itself and its successors and assigns, for the full consideration of Three Thousand Four Hundred Fifty Dollars (\$3,450) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant and convey unto said party of the second part, its successors and assigns, Forever, subject to the reservations and conditions hereinafter set forth, the right and easement to enter upon and use, solely for overhead highway purposes, the following-described premises situate and being in the City of Flint, County of Genesee, and State of Michigan:

To locate the place of beginning, commence at the center of said Section 19, thence south 1° 54' 07" east 278.4 feet, along the north-and-south 1/4 line of said Section 19 to a point in The Chesapeake and Ohio Railway Company's survey center line, thence south 46° 06' 51" east 967.0 feet, along The Chesapeake and Ohio Railway Company's survey center line, to a point, which point is the place of beginning; thence north 46° 32' 31" east 49.55 feet; thence south 46° 06' 51" east 329.44 feet; thence south 43° 34' 44" west 49.50 feet to a point in The Chesapeake and Ohio Railway Company's survey center line; thence south 37° 19' 26" west 213.19 feet to a point in the westerly right-of-way line of The Chesapeake and Ohio Railway Company; thence north 38° 46' 11" west 337.00 feet, along the westerly right-of-way line of The Chesapeake and Ohio Railway Company; thence north 36° 24' 51" east 170.16 feet to the place of beginning; containing an area of 1.82 acres, more or less.

it being understood that party of the first part, its successors and assigns, will not have vehicular access from its abutting property to the highway on the above-described premises except by the use of public highways.



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DEED 1799 P 1

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RESERVING to the party of the first part, its lessees, licensees, successors, assigns, the right to operate, maintain, use, repair, replace, renew, and move any existing railroad track or tracks, appurtenances, and any other facilities of the party of the first part, its lessees, licensees, and assigns, as now located in, on, over, and across the above-described premises; and

ALSO RESERVING to the party of the first part, its successors and assigns, the right at any time hereafter to construct, operate, maintain, use, repair, replace, renew, and remove one or more additional railroad tracks and/or other facilities, devices, appliances, and appurtenances incident to the conduct of its business in, on, over, or across the above-described premises; and

ALSO RESERVING to the party of the first part, its successors and assigns, the right at any time hereafter to permit the construction, operation, maintenance, use, repair, replacement, renewal, and removal of additional facilities, devices, appliances, and appurtenances in, on, over, or across the above-described premises by lessees, licensees, and assigns of the party of the first part, its successors or assigns, so long as the use of said above-described premises by the party of the second part, its successors and assigns, for the purpose for which this easement is granted, is not unreasonably interfered with.

This conveyance is given upon the express condition that the above-described premises shall be used by the party of the second part, its successors and assigns, for the purposes hereinbefore set forth and for no other purpose and that, if such use of the above-described premises (or either or any parcel thereof, if more than one parcel of land is described above) shall ever be permanently discontinued, then all the rights in or to said premises (or either or any parcel thereof, if more than one parcel of land is described above) herein granted shall immediately revert to the party of the first part, its successors and assigns, and then and thereafter the party of the first part, its successors and assigns, shall peaceably hold and enjoy the same as if these presents had not been made. This grant of easement is given upon the further express condition that, in the event of such reversion, the party of the second part, its successors or assigns, shall at the request of and without cost or expense to the party of the first part, its successors or assigns, execute and deliver to the party of the first part, its successors or assigns, a proper instrument, in form suitable for recording and approved by the party of the first part, its successors or assigns, releasing said premises (or either or any parcel thereof, if more than one parcel of land is described above) from the easement interest therein herein conveyed.

IN WITNESS WHEREOF, said The Chesapeake and Ohio Railway Company, party of the first part, has caused these presents to be signed in its name by a Manager of Real Estate, attested by an Assistant Secretary, and sealed with its corporate seal, the day and year first above written.

In the presence of:

*Melvin M. Metea*  
Melvin M. Metea

*Lloyd W. Ude*  
Lloyd W. Ude

STATE OF MICHIGAN )  
County of Oakland ) ss.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *H. R. Harms*  
H. R. Harms, Manager - Real Estate

ATTEST: *A. F. Schmalzriedt*  
A. F. Schmalzriedt, Assistant Secretary

On this 7th day of September, A. D. 1971, before me, a Notary Public in and for said County, appeared H. R. Harms and A. F. Schmalzriedt,

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me personally known, who, being by me duly sworn, did each for himself say  
at they are, respectively, a Manager - Real Estate and an Assistant Secretary  
The Chesapeake and Ohio Railway Company, the corporation named in and which  
executed the within instrument, that the seal affixed to said instrument is  
the corporate seal of said corporation, and that said instrument was signed and  
sealed in behalf of said corporation by authority of its Board of Directors;  
and said H. R. Harms acknowledged said instrument to be the free act and deed  
of said corporation.

*Lloyd W. Ude*

Lloyd W. Ude  
Notary Public, Oakland County, Michigan  
My commission expires May 16, 1975

40  
GENESEE COUNTY  
FLINT, MICHIGAN

71 SEP 14 AM 9:53

RECORDED  
*Lloyd W. Ude*  
REGISTER OF DEEDS

Drafted by:  
Edward H. Goodman  
Attorney at Law  
Business address:  
407 One Northland Plaza  
20755 Greenfield Road  
Southfield, Michigan 48075

Return to:  
STATE HWY DEPT.  
55 MORLEY DR.  
SAGINAW, MICH. 48601  
ATTN: C.J. ROY

33468

GUARANTY TITLE COMPANY

1791-410

REF ID: A610  
SERIAL 1791

URBAN RENEWAL DEVELOPMENT PLAN  
GRAND TRAVERSE SOUTH RENE'WAL AREA  
NEIGHBORHOOD DEVELOPMENT PROGRAM

FLINT MICHIGAN

MICH. A-5-4

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B. DEVELOPMENT OBJECTIVES	1
C. GENERAL LAND USE PLAN	2
D. URBAN RENEWAL TECHNIQUES TO BE USED TO ACHIEVE PLAN OBJECTIVES	8
E. LAND DISPOSITION SUPPLEMENT	12
F. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS	13
G. PROCEDURE FOR CHANGES IN APPROVED PLAN	20

LIST OF EXHIBITS

- A. LAND USE MAP
- B. ITEM I IMPROVEMENTS
- C. ITEM II IMPROVEMENTS

URBAN RENEWAL DEVELOPMENT PLAN  
GRAND TRAVERSE SOUTH RENEWAL AREA  
FLINT, MICHIGAN

A. DESCRIPTION OF NDP RENEWAL AREA

For map establishing perimeter boundary of the Neighborhood Development Program (NDP) urban renewal area, refer to the Land Use Map, Exhibit A. The renewal area boundary is described as follows:

Beginning at the intersection of the northerly right-of-way line of the Grand Trunk and Western Railroad and the easterly right-of-way line of the Chesapeake and Ohio Railroad; thence northerly along said easterly right-of-way line of the C & O Railroad to the intersection of said right-of-way line and the centerline of Grand Traverse Street; thence southerly along said centerline to the intersection with the centerline of Court Street; thence easterly along said centerline to the intersection with the centerline of Stevens Street; thence southerly along said centerline to the junction with the established boundary of the Interchange Renewal Project, MICH. R-143; thence southerly along said boundary line to the intersection of the northerly right-of-way line of the G. T. W. Railroad; thence westerly along said northerly right-of-way line to the point of beginning.

B. DEVELOPMENT OBJECTIVES

It is the intent of this program to promote the following objectives in this renewal area:

1. Remove all buildings which are structurally substandard or exhibit blighting influences on surrounding properties.
2. Stabilize existing residential areas by encouraging the rehabilitation of basically sound structures, by expanding the residential pattern with new residential uses and by providing improved recreational, educational and other community facilities and improve the physical character and appearance of the areas, thereby insuring sound and stable residential neighborhoods.
3. Expand the inventory of standard housing for low and moderate income families and individuals by providing sites suitable for the development of housing for low and moderate income persons.

4. Establish a homogenous land use pattern by removing nonconforming uses and by providing changes in land use where necessary to provide a sound and stable land use pattern throughout the area.
5. Where practicable, provide for adequate sites for land uses to minimize incompatible mixture of uses. In changing use areas, insure that the transition is orderly with minimum negative influences to existing uses.
6. Provide a comprehensive traffic network to satisfy both internal and external needs and insure proper traffic densities within appropriate land use districts.
7. Provide for the needs of governmental offices and facilities in appropriate locations so as to provide convenience and economy to the City and strengthen and promote the core area.
8. Remove all impediments to proper land disposition and development.
9. Provide all necessary improvements to streets, sidewalks, utilities and other public services to adequately service the renewal area.

C. GENERAL LAND USE PLAN

1. Land Use Map

Refer to the Land Use Map, Exhibit A, which indicates the predominant land use categories proposed for the renewal area and the proposed alignments of major thoroughfares.

2. Land Use Description

The locational features and character of this renewal area which encompasses the civic and governmental core of the City and County, and adjoins the Central Business District offer the opportunity to provide a wide range of residential and commercial uses. Compatible with and serving one another as well as adjacent areas.

a. RESIDENTIAL

Purpose: To provide a range of housing structure types and occupancy (owner occupied, lease) to satisfy the immediate needs of the existing and new residents (including relocatees); to encourage the rehabilitation of appropriate sound structures by strengthening the neighborhood with new residential; to provide a framework to insure a lasting and stable residential pattern.

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Primary Permitted Uses:

Residential I

- Low Density - Single-four family detached; 4-10 dwelling units per net acre; owner occupancy encouraged.

Residential II

- Moderate Density - Townhouses, duplexes; 10-12 dwelling units per net acre.

- Medium Density - Apartments (walk-up); 11-15 dwelling units per net acre; primarily lease or rental.

- Medium-High Density - Apartments; 15-50 dwelling units per net acre; primarily lease or rental.

Supporting and Accessory Uses:

Elementary schools, neighborhood playgrounds and parks, recreation centers, churches, convalescent and nursing homes, day care centers and nursery schools, utility service facilities.

b. RECREATION AND EDUCATIONAL

**Purpose:** To locate specific sites for recreation, education and public open space uses intended to provide for the recreational and educational needs of the community and to provide for landscaped buffer strips between specified land use areas.

**Permitted Uses:**

Public or private parks, playgrounds, tot lots or the like  
Public elementary schools  
Public open space  
Landscaped buffer areas

No density requirements are to be imposed on nonresidential districts c, d, e, f, and g below. Governing development criteria will include: satisfaction of district purpose, Land Disposition Supplement, Flint Zoning Ordinance and market conditions.

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c. RETAIL COMMERCIAL

Purpose: To provide convenience retail and service facilities to satisfy the day to day shopping needs required by renewal area. This district shall complement the function of the Central Business District and provide for the special needs of the governmental complex in appropriate locations.

General Permitted Uses:

Convenience retail and personal services  
Eating and drinking establishments  
Transient housing

Supporting and Accessory Uses:

Existing gasoline service stations  
Off-street parking

d. GENERAL AND AUTOMOTIVE COMMERCIAL

Purpose: To provide general and service retail uses to satisfy the needs of the general public but which do not require special locational considerations, to accommodate commercial establishments offering service and incidental retail goods for the automotive needs of the retail public.

Generalized Permitted Uses:

General retail and personal services  
Eating and drinking establishments  
Automotive service and repair

Supporting and Accessory Uses:

Off-street parking  
Automobile or small truck storage  
Utility facilities

e. HEAVY COMMERCIAL

Purpose: To accommodate heavy commercial, warehousing and wholesaling activities which generally require large sites and are generally incompatible with retail, commercial and residential uses.

Generalized Permitted Uses:

Building supplies  
Warehousing  
Wholesaling  
Automotive service

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Supporting and Accessory Uses:

Off-street parking  
Off-street loading  
Utility facilities

f. OFFICE

Purpose: To provide specific areas for the development of professional, business and personal service offices and related uses conveniently located and complementing the function of the governmental complex and the commercial core.

Generalized Permitted Uses:

Professional, business, personal service offices  
Related general retail  
Eating and drinking establishments

Supporting and Accessory Uses:

Off-street parking  
Utility facilities  
Existing residential

g. PUBLIC

Purpose: To provide a centralized and convenient location for the development and expansion of all governmental offices and related facilities.

Generalized Permitted Uses:

City, County, State offices  
Law enforcement and fire stations  
Library and cultural facilities  
Public open space and storage yards

Supporting and Accessory Uses:

Off-street parking  
Utility facilities

3. Planning Criteria and Standards

a. SUPPORTING AND ACCESSORY USES

Standards for the development of supporting and/or accessory uses shall apply according to the following schedule:

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DISTRICT	TYPE USE	INTENSITY	LOCATION
Residential	Churches	--	Fronting on and having direct access to a major street, to depth of rear lot line, and/or side-lotting to residential uses.
	Convalescent, nursing homes	--	Same as churches
	Day care centers, nursery schools	--	Same as churches
Retail Commercial	Gasoline service stations	existing only	Fronting on and direct access only to major street, rear lot relationship only to residential use.
General and Automotive Commercial	Automobile and truck storage	--	At rear of principal structure.
Office	Residential	existing only (transitional stage)	In conjunction with at least two contiguous residential use structures.
All Districts	Off-street parking, loading	Specific standards will be established in the Land Disposition Supplement.	
	Utility facilities	Structures for equipment housing only, fenced and obscured screening of open areas.	At edge of residential districts, or in retail, office or public complexes.

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b. REQUIREMENTS OF CIRCULATION SYSTEM

The following requirements shall guide the design and construction of all new or adjusted streets within the renewal area.

Street Type	Major Streets	Collectors	Local Street
Minimum R. O. W.	90 feet (two-way) 80 feet (one-way)	80 feet	60 feet
Curve Design	400 foot radius 100 foot tangent @ design speed of 35 M. P. H.	--	--
Cul-de-sac	--	100 diame- ter (non-resi- dential)	80 diame- ter (resi- dential)

Other Requirements:

Streets shall be laid out so as to intersect as nearly as possible to 90 degrees. A range of 70° - 110° is acceptable.

Street jogs with centerline offsets shall be no less than 100 feet.

Curved streets intersecting with major thoroughfares or collector streets shall do so with a tangent section of centerline 50 feet in length measured from the right-of-way line of the major thoroughfare or collector street.

Cul-de-sacs shall have a maximum length of 600 feet.

c. PUBLIC IMPROVEMENTS AND FACILITIES

The following criteria shall guide the development of the following public improvements:

UNITED STATES DEPARTMENT OF COMMERCE

District	Type Use	Intensity	Location
Residential	Elementary School	400-700 pupil enrollment	Within residential area serving that area and adjacent residential districts.
	Neighborhood Park	1 acre/1,000 neighborhood population	Within neighborhood as separate use, with an elementary school or any combination thereof.
	Recreation Center	--	Within residential area.
All Districts	Fire Station	On major street	

D. URBAN RENEWAL TECHNIQUES TO BE USED TO ACHIEVE PLAN OBJECTIVES

The following criteria and conditions will govern the renewal treatment technique within the renewal area.

1. Rehabilitation

a. REHABILITATION TREATMENT

Rehabilitation treatment will be employed in those portions of the renewal area which are basically sound and worth conserving and in which existing buildings, public facilities and improvements can be economically repaired and renewed to a long-term sound condition. Property owners within these areas will be encouraged to improve those structures which are basically sound and which can be brought up to Property Rehabilitation Standards as stated in c. and d. below.

b. PRS COMPLIANCE

Structures which do not meet the Property Rehabilitation Standards and are capable of being rehabilitated but whose owners are either unable to or refuse to take such measures may be acquired by the City of Flint. Upon the acquisition of such structures, the City will either:

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- (1) Demolish the structure or structures thereon and dispose of the land for redevelopment at its fair market value for uses in accordance with the General Land Use Plan; or
- (2) Sell or lease the property at its fair value subject to rehabilitation in conformance with the Property Rehabilitation Standards and renewal objectives; or
- (3) Rehabilitate the property for demonstration purposes and ultimately sell the property to a private purchaser at its fair market value.

c. **CODE ENFORCEMENT**

A continuous and vigilant enforcement of all applicable existing laws, codes, ordinances and regulations of the City of Flint and the State of Michigan will be in full force and effect in the Grand Traverse South Renewal Area. The following is a list of these codes and ordinances:

Zoning Ordinance	(Adopted 4-15-68)
Building Code	(Adopted 10-4-65)
Plumbing Code	(Adopted 1-13-64)
Electrical Code	(Adopted 8-24-61)
Housing Code	(Adopted 4-6-64)
National Fire Prevention Code	(Adopted 10-58)
Warm Air Code	(Adopted 7-20-53)
Commercial Code	(Adopted 2-24-69)

Any amendments or revisions or the like shall also apply as prescribed by law.

All properties in the project area shall comply with the standards set forth in all applicable statutes, codes and ordinances, as amended from time to time, relating to use, maintenance and occupancy of existing property included but not limited to the Building, Plumbing, Heating, Housing and Electrical Codes. These code standards are hereby incorporated by reference and made a part of the following Property Rehabilitation Standards.

d. **PROPERTY REHABILITATION STANDARDS**

The following Property Rehabilitation Standards will apply to all existing structures in addition to the applicable codes.

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**Prohibited Locations:** No water heater shall be installed in any room used or designed to be used for sleeping purposes. No gas or oil fired water heater shall be located in a bathroom, clothes closet, under any stairway or in a confined space with access only to the above locations. (R 905-3)

**Venting:** All fuel burning water heaters shall be connected to a vent leading to the exterior. (R 905-4)

**Existing Wiring and Equipment:** Existing wiring and electrical equipment where its continued service is contemplated shall not be a potential source of electrical hazard or ignition of combustible materials, and shall be so determined by the proper authority. Whenever these potential hazards are determined to be present, replacement of existing wiring and equipment shall be made. (R 906-2)

2. **Acquisition and Clearance**

Every effort will be made throughout the execution of the program to achieve renewal objectives by retaining the maximum number of structures through rehabilitation. However, structures may be acquired and cleared under the following circumstances:

a. **SUBSTANDARD**

Structures which are found to be structurally substandard and not economically feasible of being brought up to Code and Ordinances.

b. **BLIGHTING INFLUENCES**

Structures which must be cleared to effectively remove existing blighting influences such as:

- (1) Inadequate street layout.
- (2) Incompatible land use relationships.
- (3) Overcrowding of buildings on the land.
- (4) Excessive dwelling unit density.
- (5) Obsolete buildings not suitable for improvement or conversion.
- (6) Other identified hazards to the health and safety and to the general well-being of the community.

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c. PUBLIC NEED

Structures which must be acquired and cleared in order to provide adequate land for necessary public improvements and facilities.

d. HISTORIC STRUCTURES

Any structures which are worth acquiring and preserving due to historic or architectural significance.

e. PLAN OBJECTIVES

Some structures which do not meet any of the above conditions may also be acquired to round out adequate sites for proposed redevelopment or in order to accomplish certain other plan objectives.

f. STRUCTURE MOVING

Some standard structures may be acquired and resold subject to their relocation to a new site. Upon completion of relocation, these structures shall meet all applicable codes and ordinances and shall be architecturally and aesthetically compatible with the surrounding development.

E. LAND DISPOSITION SUPPLEMENT

Specific standards and controls to be imposed on land to be offered for sale or lease will be prepared and become a part of this Plan prior to the disposition of land for redevelopment. These controls will relate to circulation, density, bulk, open space, off-street parking and loading, light and air, control or prevention of blighting influences such as air and water pollution, and relationships to surrounding areas. Others will relate to obligations for redevelopers to begin construction within a reasonable time and in conformity to the plan, to commitments for a stipulated percentage of low and moderate-income housing, statement of urban design objectives and controls and duration of controls. These specific requirements for redevelopment lands in various areas of the project will be based on plan objectives, the land use plan, and the planning criteria or standards contained in this plan and the design objectives.

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A hearing to determine the method of selection of the Citizens District Council for the area was scheduled for September 16, 1968. Notices of the hearing appeared in the newspaper on August 22, 1968, and August 29, 1968. Distribution of notices occurred on August 19, 1968. At the hearing, it was decided that the Citizens District Council would be appointed by the Mayor with the approval of the City Commission.

On September 23, 1968, in Ordinance 2083, the Mayor was designated to appoint 15 members to serve for two year terms on the Citizens District Council for the General Neighborhood Renewal Area. On March 30, 1970, the City Commission took action to increase the membership of the District Council and on April 13, ten additional members were appointed.

- d. "A RECORD OF THE MEETINGS, INCLUDING INFORMATION AND DATA PRESENTED, SHALL BE MAINTAINED AND INCLUDED IN OFFICIAL PRESENTATION OF THE PROPOSED DEVELOPMENT PLAN TO THE LOCAL LEGISLATIVE BODY."

During the preparation of the Development Plan, meetings were held with the GNRP Citizens District Council (CDC) and the citizens at large. During these meetings, Community Development staff and the Planning Consultant, Villcan-Leman & Associates, Inc. explained the renewal process, pointed out existing features and problems in the renewal area, and discussed plan proposals. The CDC and citizens were invited to make comments and suggestions at these meetings. These meetings were held on August 13, 1969 and October 16, 1969 in the Flint City Commission Chambers and on December 15, 1969 at the Oak School.

On January 19, 1970, a public hearing on the proposed Urban Renewal Development Plan for the project area was held in the City Commission Chambers at 7:00 p.m. Notice of this meeting fulfilled all legal requirements pertaining to notification of project residents. Notification for all informational meetings appeared in newspapers and were hand delivered to project residents. The CDC read a statement at this hearing indicating general agreement to the Development Plan.

Subsequent to the public hearing, the CDC was expanded, and certain objections to the Development Plan were raised. In order to resolve the differences, the Community Development staff and the Consultant met with the GNRP CDC at which time discussions were held

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and CDC decisions made. These meetings were held on the following dates: March 24, 1970; April 7, 13, 16; May 4, 14, 18, 25; June 8; July 21, 23, 1970.

The Community Development staff also met with the citizens at large to discuss the Development Plan and to provide general information regarding the meetings with the CDC. The May 27 meeting was also attended by the Mayor, City Commission, the City Manager, the Consultants and staff members of the Department of Housing and Urban Development. The other general membership meetings were held on: March 25, 1970; April 11, 22, 24, 30; May 5; July 22. Minutes of all meetings are maintained by the Department of Community Development.

- e. "IN A MUNICIPALITY WITH TWO OR MORE DISTRICT AREAS, EACH CITIZENS DISTRICT COUNCIL SHALL ELECT FOUR MEMBERS WHO SHALL COMPOSE THE . . . MEMBERSHIP OF THE COORDINATING COUNCIL IN COMMUNITY REDEVELOPMENT."

The second district area and Citizens District Council were recently designated and selected, respectively. A coordinating council on Community Redevelopment will soon be formed.

- f. "A DEVELOPMENT PLAN, ADOPTED BY THE LOCAL LEGISLATIVE BODY, AFTER CONSULTATION WITH THE CITIZENS DISTRICT COUNCIL . . . OF THE DEVELOPMENT AREA . . . THE PLAN SHALL:"

- (1) "Designate the location of streets and other public facilities . . . and shall designate the location, character, and extent of the categories of public and private land uses."

The designation of streets, other public facilities, public and private land uses is contained in the Urban Renewal Development Plan and the Land Use Map, Exhibit A.

- (2) "The plan shall designate the location, extent, character and estimated cost of the improvements contemplated for the area."

The location, extent, character and estimated cost of public improvements proposed for the area are indicated below. The location and extent of these improvements are indicated in the Project Improvement Maps, Exhibits B and C. The improvements are generalized as to location, layout, size and type and are intended to indicate the basic objectives for servicing the renewal area. Further, the cost estimates are preliminary

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in nature. Any changes, adjustments or revisions of the following shall not constitute a change in this Urban Renewal Development Plan.

Storm Sewers	\$ 298,382
Sanitary Sewers	\$ 201,362
Water Facilities	\$ 291,810
Street Paving	\$1,215,218
Freeway Appurtenances	\$2,468,000
Street Furniture	\$ 76,790
Landscaping and Parks	\$ 368,613
Sidewalks	\$ 153,047
Pedestrian Overpass	\$ 40,000

- (3) "The plan shall include estimates of the characteristics of the development area residents and those to be displaced, a description of the housing supply in the community and other such description as to demonstrate a feasible method of relocation for all estimated displacees into standard housing units within their financial means." (1)

The program area contains an estimated 1,483 families, 10% of which are non-white, and 280 individuals, of which 20% are elderly and 15% are non-white. The relocation program anticipates displacement of an estimated 475 families and 207 individuals during the course of program activities. Of these, 54 families and 12 individuals are non-white.

The following table provides the income characteristics of the estimated displacees:

Monthly Income	Families		Individuals		Elderly Individuals	
	White	Non-White	White	Non-White	White	Non-White
0-\$99	3	1	0	1	1	1
\$100-\$199	4	1	2	0	0	0
\$200-\$299	10	3	5	2	8	0
\$300-\$399	35	6	16	0	4	0
\$400-\$499	49	8	20	4	9	1
\$500-\$599	42	24	18	0	0	2
\$600-\$699	106	7	45	0	0	0
\$700 +	172	6	67	1	0	0
TOTAL	421	54	173	8	22	4

(1) Figures contained herein are subject to modification without constituting a change in this Development Plan.

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The current vacancy rate remains stable in the Flint Metropolitan Area with a 1.6% vacancy rate for sales housing and 8.5% for rentals. It must be pointed out that most of the rentals are for luxury apartments with some units that are substandard leaving very few available rentals. Gross housing expenses for one to five-bedroom units have been prepared based on the following information:

There are 65,650 housing units in Flint with approximately 30% of them substandard. This percentage is based on an environmental survey prepared by the City Health Department. It is estimated that 1% of these units are for low and moderate income families. This percentage was determined by newspaper rental and sales ads which had been inspected for possible relocation sources during the past year, and for low income housing turnover rate.

The schedule below indicates the gross housing expenses for specific bedroom sizes.

Monthly Gross Housing Expenses	One B. R.	Two B. R.	Three B. R.	Four B. R.	Five B. R.	Total
\$ 0-\$50	8	4	3	1	0	16
\$51-\$60	14	3	2	1	1	21
\$61-\$70	15	4	2	1	0	22
\$71-\$80	17	10	6	1	1	35
\$81-\$90	15	8	4	3	3	33
\$91-\$100	14	8	4	3	1	30
\$101-\$110	16	8	7	5	6	42
\$111-\$120	15	7	6	5	5	38
\$121-\$130	9	11	6	7	3	36
\$131-\$140	9	12	11	17	10	59
<b>TOTAL</b>	<b>132</b>	<b>75</b>	<b>51</b>	<b>44</b>	<b>30</b>	<b>332</b>

Includes Flint Public Housing units based on 33% turnover rate.

The vacancy rate in the housing described above is less than the 3% in housing units of adequate size and cost or the demolition and removal from the housing inventory would reduce the vacancy rate for low- and moderate-cost housing below 3%.

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Existing programs for private and public housing and new construction clearly indicate that there will be available housing for displacees. Approximately 1,500 units of housing will be demolished in the community and approximately 1,569 units of new housing will be built for low and moderate income families. This does not include housing or units for the elderly which receive state aid. Following is a list of the proposed new unit construction that is planned in Flint for the next year.

	Regular Family	Elderly
IHA Low Income Housing	716	--
Moderate Income (subsidized)	1,046	--
Elderly Low Income & 202	--	379
State Assisted	--	130
<b>TOTAL</b>	<b>1,762</b>	<b>509</b>

In addition to low and moderate housing above, the Development Plan for this Renewal Area provides sites for low and moderate housing to meet the needs of the occupants who will be displaced by this program. Approximately 700 units of low and moderate income housing will be built in this area during the displacement period. Most of the displacees will relocate into new housing in this area which will meet their desires and needs.

The above summary of housing needs and resources indicates the feasibility of relocation for the displacees of this development area. All housing units to which displacees are referred will be inspected by City of Flint Relocation Staff to insure that only decent, safe, and sanitary housing units in reasonably convenient locations--not less desirable than the development area with respect to utilities and facilities are offered to project displacees at rents or prices within their financial means.

- (4) "Local administrative agency shall be designated to provide information concerning private and public housing available to displacees."

The Department of Community Development is charged with the responsibility of providing information concerning private and public housing to displacees.

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8. "THE LOCAL LEGISLATIVE BODY, PRIOR TO THE DETERMINATION OF SUCH BLIGHTED AREA AND A FEASIBLE METHOD OF RELOCATION . . . AND PRIOR TO ADOPTION OF SUCH DEVELOPMENT PLAN, SHALL HOLD A PUBLIC HEARING THEREON."

A public hearing on the proposed Urban Renewal Development Plan was held on January 19, 1970 in order to have the Urban Renewal Development Plan presented. The general public had the opportunity to express opinions at this hearing regarding the Development Plan.

2. Act 323, P. A. 1966, Michigan

Act 323 of the Public Acts of 1966, State of Michigan, requires the following with respect to housing for persons displaced by urban renewal.

Section 1 - LPA Assurance of relocation of project residents in standard housing within their means.

The Relocation Program for the Flint Neighborhood Development Program of which the Grand Traverse South Renewal Area (MICH. A-5-4) is a part, establishes a firm commitment to relocate all project displacees in safe and sanitary housing in accordance with their individual requirements and within their financial means. A survey of displacees and available housing indicates that an adequate supply of standard housing exists to meet the needs of the displacees. The City has an extensive public housing program. The project proposes to provide a site for the development of low and moderate housing. These two programs will provide rental units for low and moderate income persons.

There will not be any kind of discrimination allowed in the rehousing of displacees. The LPA has a firm commitment to this within the guidelines of the 1964 and 1968 Civil Rights Act. In addition, the Flint Fair Housing Ordinance and the 1968 Michigan Fair Housing Law prohibit any type of housing discrimination. The LPA will use all provisions of these laws to insure equality and fairness in the relocation program. All persons specifically requesting to be relocated within the geographic limits of the City will be assured of this right.

Section 2 - Assurance of Low and Moderate Income Housing for Urban Renewal Displacees.

The Relocation Program for MICH. A-5-4 provides for the relocation of an estimated 700 families and individuals. The City of Flint is presently engaged in an extensive Public Housing Program. Approximately one-thousand and seventy total units are to be available by the summer of 1970.

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These, as well as other units, will be available to displacees who qualify on a priority basis. In addition, the Urban Renewal Development Plan provides the objective to provide housing for low and moderate income families and individuals, and further provides sites to accomplish that end.

Section 3 - Establishment of a Neighborhood Advisory Council

A 1969 Amendment to Act 344, P.A. 1945 (House Bill 2074) provides that an established Citizens District Council can serve in lieu of a Neighborhood Advisory Council.

**G. PROCEDURE FOR CHANGES IN APPROVED PLAN**

If prior to the lease, sale or exchange of any real property in the development area, the local legislative body desires to modify the plan, it shall hold a public hearing thereon, notice of such hearing to be given by publication, in a newspaper of general circulation not less than thirty (30) days prior to the date set for such hearing. Notice of such hearing shall be mailed at least twenty-five (25) days before such hearing to the last known address of each owner by the records of the assessor. If the modification is approved by the Local Legislative Body, it shall become a part of the approved Urban Renewal Development Plan.

A part of the Urban Renewal Development Plan which directly applies to a parcel of real property in the area may be modified by the Local Legislative Body at any time or times after the transfer or lease or sale of any parcel of real property in the area, provided that the modification be consented to by the lessee or the purchaser.

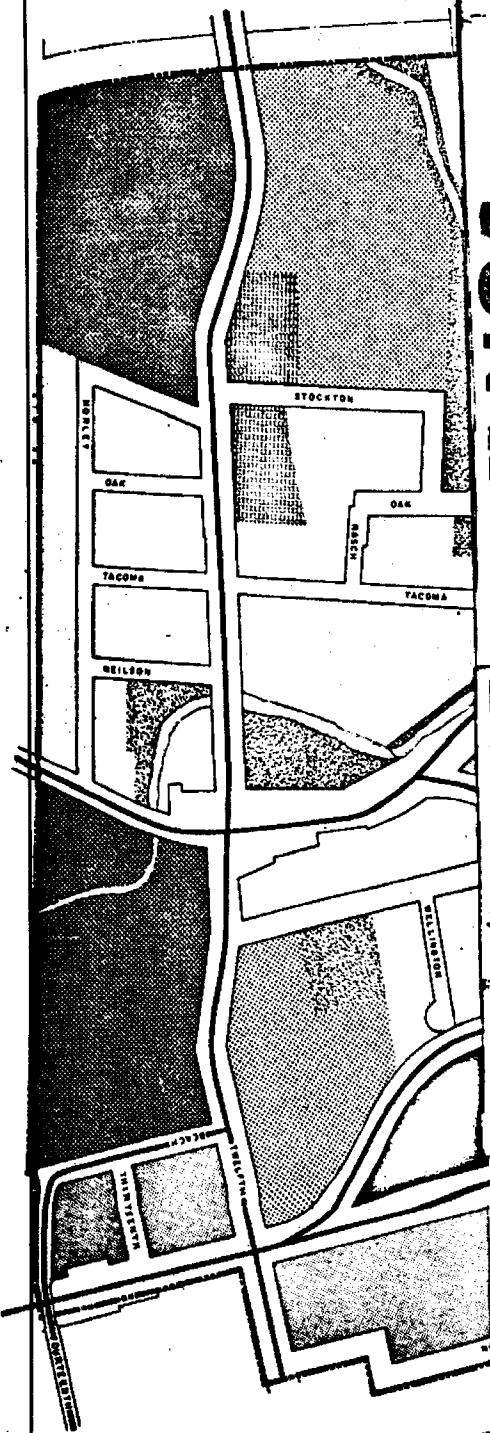
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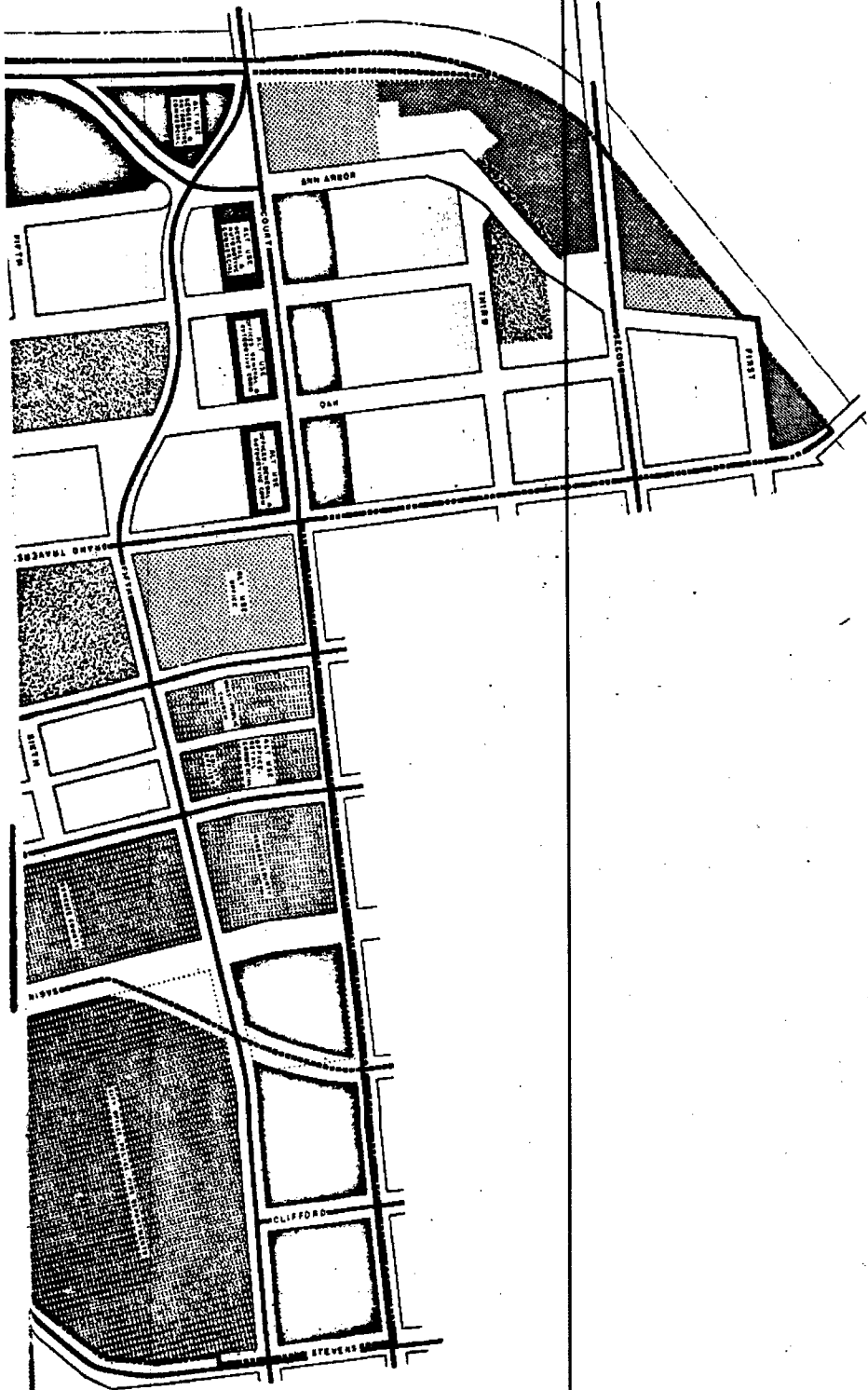
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- ☐ RESIDENTIAL 2
- ☐ RETAIL COMMERCIAL
- ☐ MEDICAL & PROFESSIONAL COMMERCIAL
- ☐ HEAVY COMMERCIAL
- ☐ OFFICE
- ☐ PUBLIC & INSTITUTIONAL
- ☐ RECREATION & EDUCATIONAL
- ☐ MAJOR STREET - PARK
- ☐ MAJOR STREET - ALTERNATE ORGANIZED
- ☐ MAJOR STREET - ALTERNATE ORGANIZED

LAND USE PLAN EXHIBIT A  
GRAND TRAVERSE SOUTH RENEWAL AREA-ND4  
CITY OF FLINT  
VILLAGES, LEWIS & ASSOCIATES, INC.

COMMUNITY PLANNING CONSULTANTS

MICH. A-5

LEGEND

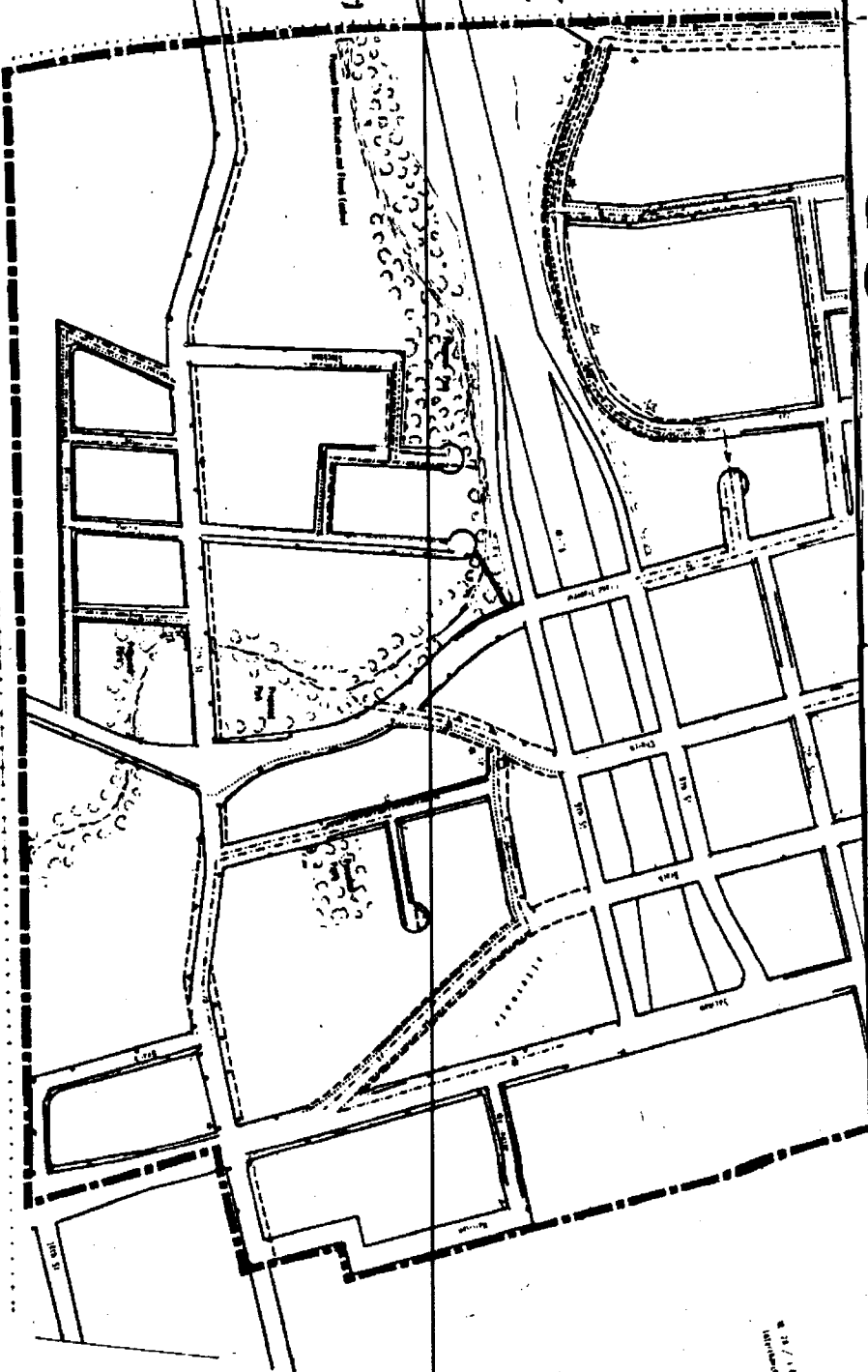


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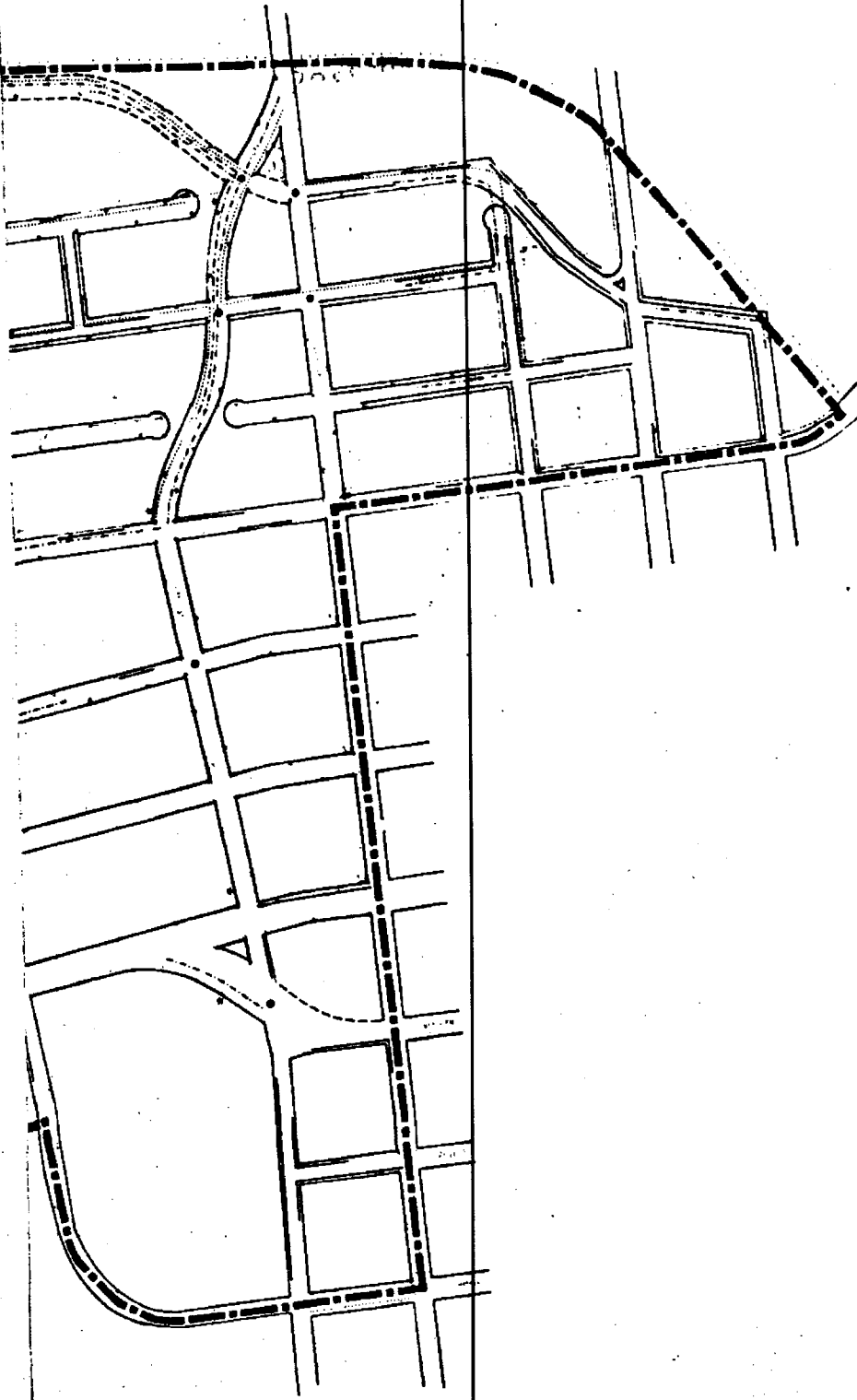
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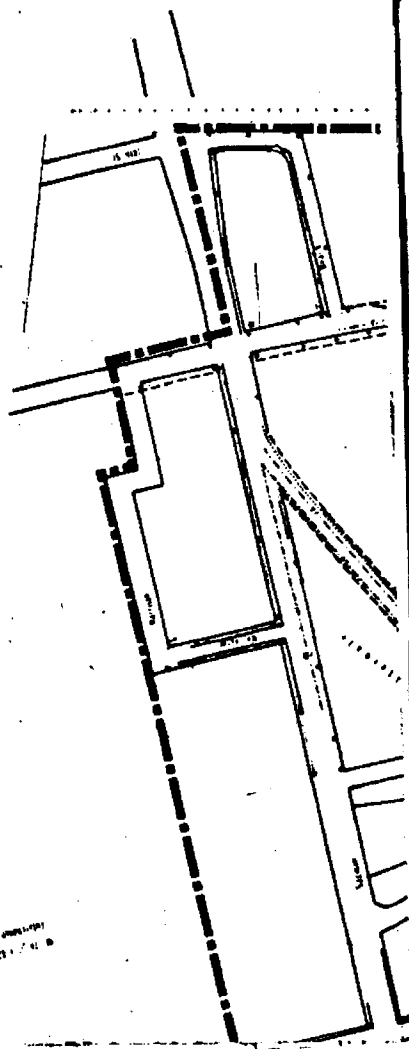
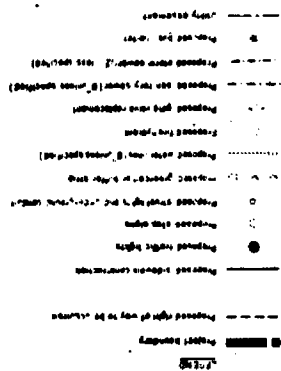
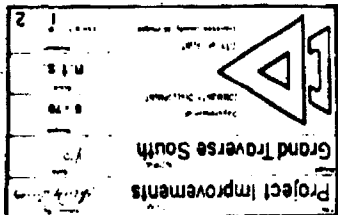
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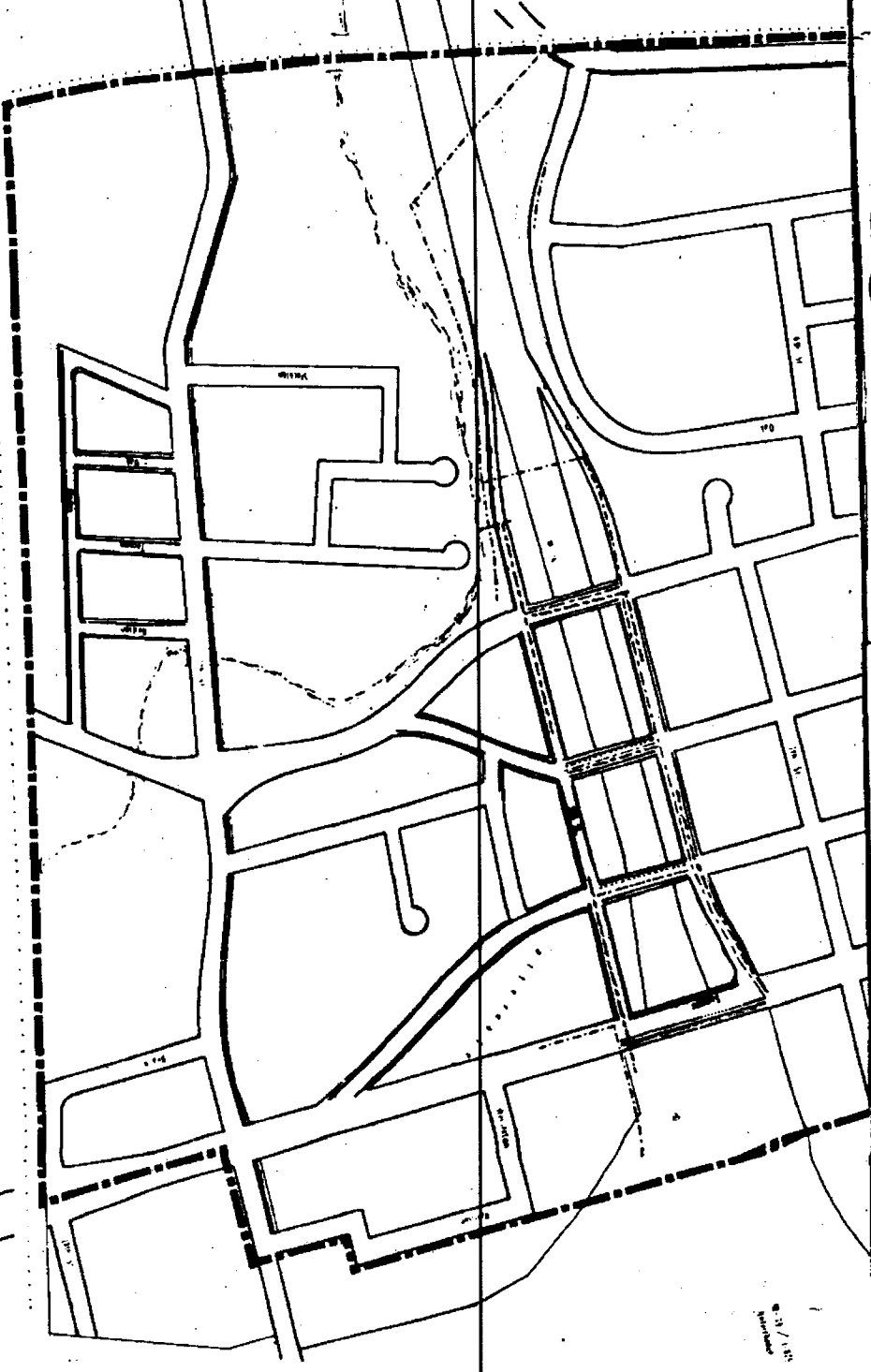
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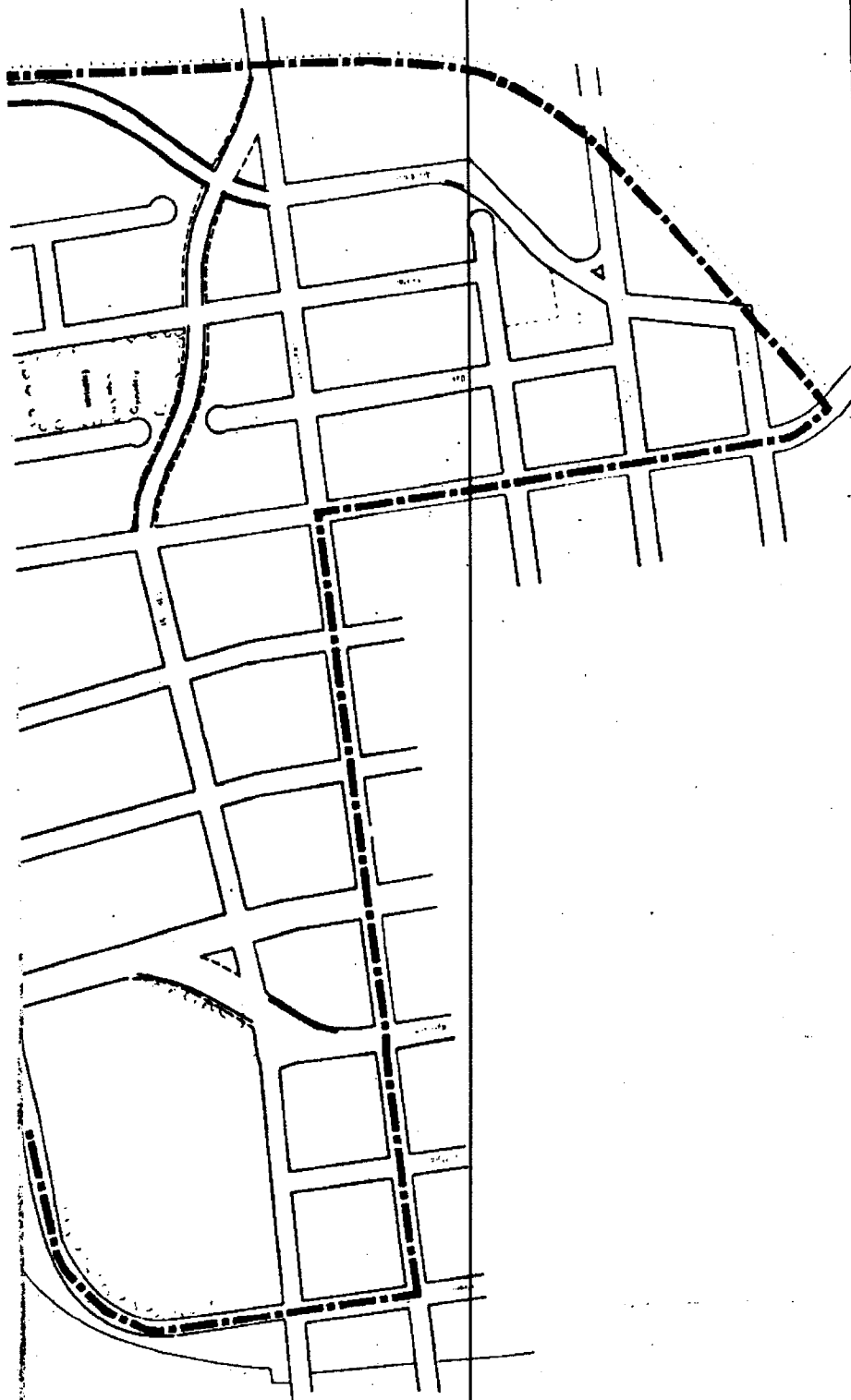
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CS 250858, Parcel 613, and CS 25085, Parcel 613-00  
GRANT OF OVERHEAD HIGHWAY BASEMENT (WITH CULVERT)

THIS INDENTURE, made this 1st day of February, A. D. 1971, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, whose post office address is One Northland Plaza, 20755 Greenfield Road, Southfield, Michigan 48075, party of the first part, and STATE OF MICHIGAN, whose post office address is Lansing, Michigan 48926, party of the second part.

WITNESSETH:

That the party of the first part, for itself and its successors and assigns, for and in consideration of the sum of Five Hundred Dollars (\$500) and other valuable considerations to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant and convey unto said party of the second part, its successors and assigns, forever, subject to the reservations and conditions hereinafter set forth, the right and easement to enter upon and use, solely for overhead highway purposes, the following-described premises situate and being in the City of Flint, County of Genesee, and State of Michigan:

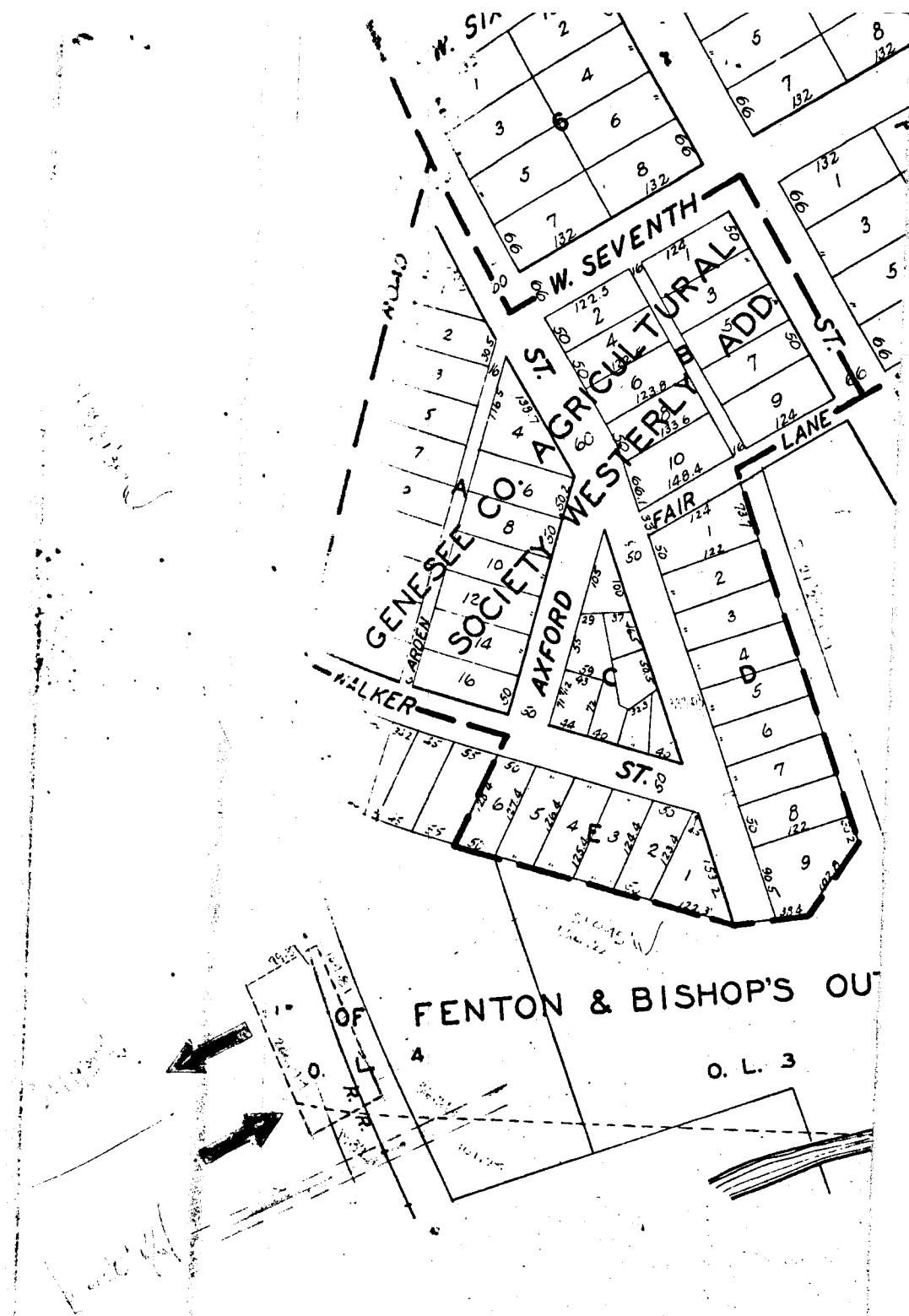
Part of Section 13, Township 7 North, Range 6 East, Township of Flint, County of Genesee, State of Michigan, described as follows: Commencing at the northwest corner of Lot No. 1 of Block D in the Plat of Genesee Agriculture Society Grounds in Section 18, Township 7 North, Range 7 East, Burton Township, thence south 21° 27' 25" east 333.03 feet, along the westerly line of said Block D, thence south 50° 45' 00" west 560.22 feet to the point of beginning; thence north 25° 51' 35" west 164.81 feet, along the easterly line of The Chesapeake and Ohio Railway Company's right of way; thence 99.37 feet, along the arc of a curve to the right whose radius is 2,727.79 feet and whose subchord is 99.37 feet and has a bearing of south 59° 19' 32" west; thence south 25° 51' 35" east 200.44 feet, along the westerly line of The Chesapeake and Ohio Railway Company's right of way; thence 99.32 feet, along the arc of a curve to the left whose radius is 2,927.79 feet and whose subchord is 99.31 feet and has a bearing of north 59° 37' 00" east; thence north 25° 51' 35" west 36.24 feet, along the easterly line of The Chesapeake and Ohio Railway Company's right of way to the point of beginning; containing an area of 0.457 acre, more or less.

TOGETHER WITH the right and easement to enter upon and use, solely for installation, maintenance, and use of a culvert, without cost or expense to said party of the first part, its successors or assigns, the following-described premises situate and being in said City of Flint, County of Genesee, and State of Michigan:

Part of Section 13, Township 7 North, Range 6 East, Flint Township, Genesee County, Michigan, being a strip of land 20.0 feet in width, 10.0 feet on each side of, a line described as: Commencing at the northwest corner of Lot 1 of Block D in the Plat of Genesee Agriculture Society Grounds in Section 18, Town 7 North, Range 7 East, Burton Township, Genesee County, Michigan; thence south 21° 27' 25" east 333.03 feet, along the westerly line of said Block D; thence south 50° 45' 00" west 560.22 feet to a point on the easterly right of way line of The Chesapeake and Ohio Railway Company; thence south 25° 51' 35" east, along the said easterly right-of-way line, 101.24 feet to the point of beginning of this described line; thence south 62° 30' 05" west 100.0 feet, more or less, to a point of ending; said strip of land containing an area of 1,981 square feet, more or less.

it being understood that party of the first part, its successors and assigns, will not have vehicular access from its abutting property to the highway on the above-described premises except by the use of public highways.

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RESERVING to the party of the first part, its lessees, licensees, successors, and assigns, the right to operate, maintain, use, repair, replace, renew, and remove any existing railroad track or tracks, appurtenances, and any other facilities of the party of the first part, its lessees, licensees, and assigns, as now located in, on, over, and across the above-described premises; and

ALSO RESERVING to the party of the first part, its successors and assigns, the right at any time hereafter to construct, operate, maintain, use, repair, replace, renew, and remove one or more additional railroad tracks and/or other facilities, devices, appliances, and appurtenances incident to the conduct of its business in, on, over, or across the above-described premises; and

ALSO RESERVING to the party of the first part, its successors and assigns, the right at any time hereafter to permit the construction, operation, maintenance, use, repair, replacement, renewal, and removal of additional facilities, devices, appliances, and appurtenances in, on, over, or across the above-described premises by lessees, licensees, and assigns of the party of the first part, its successors or assigns, so long as the use of said above-described premises by the party of the second part, its successors and assigns, for the purpose for which this easement is granted, is not unreasonably interfered with.

This conveyance is given upon the express condition that the above-described premises shall be used by the party of the second part, its successors and assigns, for the purposes hereinbefore set forth and for no other purpose and that, if such use of the above-described premises (or either or any parcel thereof, if more than one parcel of land is described above) shall ever be permanently discontinued, then all the rights in or to said premises (or either or any parcel thereof, if more than one parcel of land is described above) herein granted shall immediately revert to the party of the first part, its successors and assigns, and then and thereafter the party of the first part, its successors and assigns, shall peaceably hold and enjoy the same as if these presents had not been made. This grant of easement is given upon the further express condition that, in the event of such reversion, the party of the second part, its successors or assigns, shall, at the request of and without cost or expense to the party of the first part, its successors or assigns, execute and deliver to the party of the first part, its successors or assigns, a proper instrument, in form suitable for recording and approved by the party of the first part, its successors or assigns, releasing said premises (or either or any parcel thereof, if more than one parcel of land is described above) from the easement interest therein herein conveyed.

IN WITNESS WHEREOF, said The Chesapeake and Ohio Railway Company, party of the first part, has caused these presents to be signed in its name by a Manager - Real Estate, attested by an Assistant Secretary, and sealed with its corporate seal, the day and year first above written.

In the presence of:

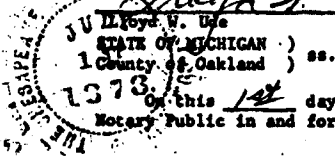
THE CHESAPEAKE AND OHIO RAILWAY COMPANY

*Melvin M. Metsa*  
Melvin M. Metsa

By *H. R. Harms*  
H. R. Harms, Manager - Real Estate

*Lloyd F. Bide*  
Lloyd F. Bide

ATTEST: *A. F. Schmalzriedt*  
A. F. Schmalzriedt, Assistant Secretary



On this 14 day of February, A. D. 1971, before me, a Notary Public in and for said County, appeared H. R. Harms and A. F. Schmalzriedt,

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to me personally known, who, being by me duly sworn, did each for himself say that they are, respectively, a Manager - Real Estate and an Assistant Secretary of The Chesapeake and Ohio Railway Company, the corporation named in and which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. R. Harns acknowledged said instrument to be the free act and deed of said corporation.

*Lloyd W. Ude*  
 Lloyd W. Ude  
 Notary Public, Oakland County, Michigan  
 My commission expires June 12, 1971

GENESEE COUNTY  
 FLINT, MICHIGAN

11 FEB 16 AM 11:08

REGISTER OF DEEDS

Drafted by:  
 Edward H. Goodman  
 Attorney at Law  
 Business address:  
 407 One Northland Plaza  
 20755 Greenfield Road  
 Southfield, Michigan 48075

Return to:

*R. D. Cherry*

*att R. D. Cherry*

\$450

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*Duplicate*

URBAN RENEWAL PLAN  
CENTRAL BUSINESS DISTRICT URBAN RENEWAL AREA  
PROJECT NO. MICH. R-120  
FLINT, MICHIGAN  
~~→ DRAFTED PLAN~~  
~~March 23, 1968~~

The Original "Urban  
Renewal Plan" was adopted by  
the Flint City Commission on  
March 23, 1968.

*Dec 17 38*

Prepared by:

George Gray, Acting Director  
Department of Community Development  
1161 S. Saginaw Street  
Flint, Michigan 48901

*217*

URBAN REDEVELOPMENT PLAN  
CENTRAL BUSINESS DISTRICT URBAN REDEVELOPMENT AREA  
PROJECT NO. MICH. R-120  
FLINT, MICHIGAN

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2. DESCRIPTION OF THE PROJECT

1. Boundary of the Urban Renewal Area

The Central Business District Urban Renewal Area, Project Mich. R-120, is located in the City of Flint, County of Genesee, State of Michigan, and is described as follows:

Beginning at a point, formed by the intersection of the centerline of West Fifth Avenue and the centerline of North Street; thence south along the centerline of North Street to the centerline of West Second Avenue; thence east along the centerline of West Second Avenue and continuing to the northerly bank of the Flint River; thence proceed in an easterly direction along the northerly bank of the Flint River to its intersection with the centerline of Stevens Street; thence southerly along the centerline of Stevens Street to the centerline of East Kearsley Street; thence westerly along the centerline of East Kearsley Street to the centerline of Clifford Street; thence southerly along the centerline of Clifford Street to the centerline of West Third Street; thence easterly along the centerline of West Third Street to the centerline of Stevens Street; thence southerly along the centerline of Stevens Street to the centerline of East Court Street; thence westerly along the centerline of East Court Street and continuing along West Court Street to the centerline of Grand Traverse Street; thence southerly along the centerline of Grand Traverse Street, to the centerline of West Kearsley Street; thence westerly along the centerline of West Kearsley Street to the centerline of Grand Traverse Street; thence northerly along the centerline of Grand Traverse Street to the northerly bank of the Flint River; thence in a northeasterly direction along the northerly bank of the Flint River to a point which is the intersection of the westerly property line of parcel number 49-1; thence in a northerly direction along the westerly property line of parcel number 49-1 to the centerline of West First Avenue; thence in an easterly direction along the centerline of West First Avenue to the centerline of Garland Street; thence southerly along the centerline of Garland Street to the centerline of West Fifth Avenue; thence easterly along the centerline of West Fifth Avenue and continuing along east to the centerline of North Street, which is the point of beginning.

Boundary Map, See following page

2. Urban Renewal Plan Objectives

This Urban Renewal Plan has, as the basis for its development and effectuation, the fact that the central business district of Flint has become blighted, deteriorated and functionally obsolete to a degree that its important role in the community is being jeopardized.

The public aids available through the urban renewal program are essential to carrying out of this Plan.

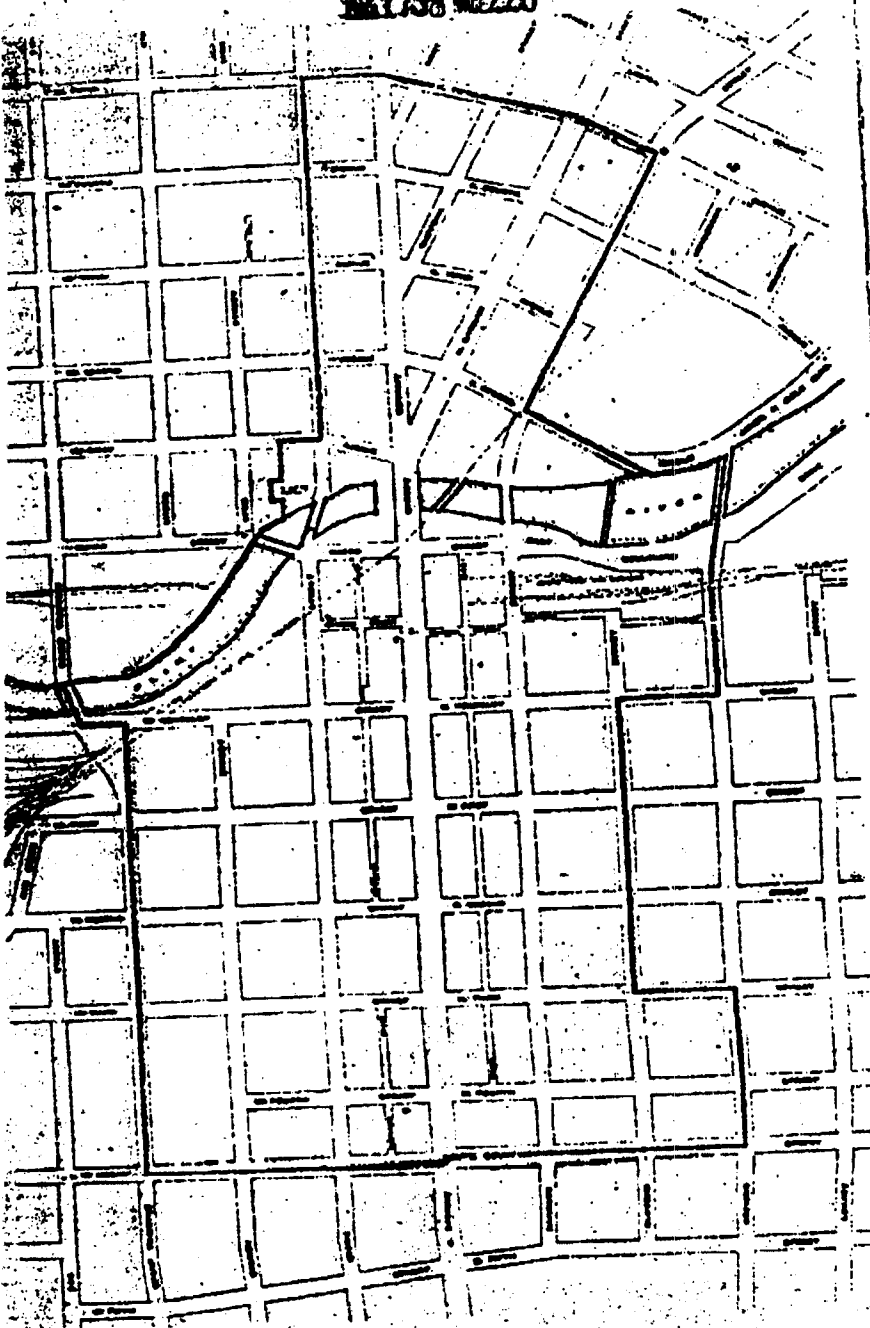
The Land Use Plan incorporates the following basic urban design and development objectives:

- a. Removal of the Central Business District of Flint through clearance, redevelopment and rehabilitation with the resultant elimination of a substandard and blighted area and the visible upgrading of the entire project area.
- b. Land Use - Integration of existing structures to remain with new development into an attractive and functional public and commercial area.
- c. Off Street Parking - The provision of an adequate supply of off street parking facilities in the most inconspicuous and convenient manner possible. Maximum utilization shall be

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made of parking structures whenever it is economically feasible. Where surface parking is utilized, setback shall be suitably landscaped to screen the large areas of surface parking.

- d. Vehicular Circulation - The provision of a vehicular circulation system that will separate internal and regional traffic flows and facilitate the free and safe flow of traffic into, through and around the project area.
- e. Architectural design, site planning and landscape design of the highest quality in the treatment of open spaces, buildings, use of material, scale, appropriateness and functional utility shall be required. This will include:
  - 1) Landscaping - the provision of well designed landscaping of all development, both public and private and the provision of open spaces
  - 2) Architectural Character - Maintain and enhance those portions of the project which have a distinctive architectural character. Replacement of structurally substandard structures with new buildings that are designed to be compatible with and enhance the structures to remain and the entire project area. Particular emphasis shall be given to the development of adjacent structures within a block to insure that they are architecturally compatible.
- f. Overhead Wires, Lighting, Paving - Minimize the number of overhead wires. Place all utility lines underground to the fullest extent possible. Ensure that all lighting, paving, planting and landscaping provided in the project area are located and designed to enhance the character and amenities of the project area.
- g. Commercial Signs - Signs, billboards or sign boards shall not be permitted within the project area except such signs relating directly to the business carried on, on the site. All commercial sign proposals shall be reviewed by the Design Review Committee to determine that they will be in keeping with the Urban Renewal Plan objectives.
- h. Economic Benefits - Improvement of the economic benefits of the project area to the community by establishing the most desirable balance of activities and facilities within the project area.

#### ARCHITECTURAL UNITY AND DESIGN OBJECTIVES

1. Maintain integrity and the scale of old buildings and refinements of design.
2. Achievement of architectural unity between the existing structures after rehabilitation and the adjacent new redevelopment.
3. Design ways of architecturally unifying all structures, both old and new.
4. Develop an architectural theme utilizing the best features available, such as architectural style, sizes and heights of structures, etc.
5. Specify an architectural style for the facades or a common cornice line (or pleasing variation).
6. All alterations should be made in accordance with an architectural format based upon the structure's basic elements. These basic elements will be modified and strengthened by design adjustments, use of complementary colors, and placement of subsidiary elements.
7. Achieve architectural compatibility with surrounding buildings.
8. In developing specific rehabilitation requirements, consideration will be given to the effect on neighboring structures to remain and on design

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objectives for land to be sold for redevelopment.

#### SHOP FRONTS

All multi-store buildings which are occupied by one concern should have an integrated frontage applying to the entire structure.

Shop fronts are to be uniformly updated to better display merchandise and attract customers. Project Architect will consult with each merchant in order to explore possibilities for improvement in his shop front.

All shop fronts should be in harmony with adjacent and nearby retail frontage with regard to materials, colors, and sign design and placement.

#### Room Space and Arrangement

To provide adequate area and efficient room arrangement for the intended functions of building space. To locate service areas such as storage rooms, lavatories, and kitchens, so as not to interrupt or conflict with the primary use of floor space.

#### Ceiling Heights

To achieve a desirable use of space, ceilings should be either lowered or raised as necessary to permit economical and efficient use of space as it relates to heating, lighting, ventilation.

#### Pedestrian Access and Internal Circulation

To provide entrances and exits, adequate in number and properly located, for safe and convenient access in relation to expected pedestrian volumes and direction of approach to the premises:

To arrange entrances and exits, lobbies, corridors, and stairways, so as to reduce walking distances within the building to provide for maximum utilization and functional arrangement of floor space.

#### Service Access, Loading and Storage

To provide adequate loading and storage areas in each building in physical relation to the direction of approach of service vehicles and so as not to interrupt the primary use of floor space or conflict with pedestrian circulation.

#### Rear Access

In any building in which the ground floor is used for retail sales or service, pedestrian or vehicular access from the rear should be available, and should provide the following: A well-lighted and identified separate delivery entrance with direct access to the store sales space by a minimum 4' wide corridor. No shipment or delivery through the customer entrance corridor should be permitted for any store.

#### Off-Street Loading

Adequate off-street loading facilities should be provided either on the site or on adjacent service streets, parking areas, or special service lanes abutting such properties. In no case should the off-street loading constitute a traffic or pedestrian impediment in the area.

### 3. Types of Proposed Renewal Action

Effectuation of the Urban Renewal Plan will be accomplished by a combination of public and private actions include the following:

- a. Eliminate structurally substandard uses and other uses that have a blighting effect upon the project area.
- b. Construct and reconstruct street, sidewalks and public utilities needed to properly serve the project area.

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- c. Modify the street system to enhance the development of a new primary commercial area.
- d. Provide architectural and financial advice to individual property owners and tenants in order that they may develop their properties with maximum benefit to themselves and the urban renewal area.
- e. Provide general design guidance in conjunction with suitable development controls to achieve the objectives set forth by this Urban Renewal Plan.
- f. Utilize the various forms of urban renewal, including rehabilitation of existing buildings and clearance and redevelopment of those buildings requiring such treatment.

### C. LAND USE PLAN

1. Land Use Plan Map (see following page) indicates existing and proposed street rights-of-way and all other planned development areas.
2. Land Use Provisions and Building Requirements

The project area shall generally be devoted to the following types of uses: retail commercial, service commercial including theaters and eating and drinking establishments and hotels and motels, office facilities, public and semipublic uses, residential, light industry, and off street parking.

In addition to these uses, all necessary and auxiliary uses customarily or reasonably incident to these uses would be permitted. Landscaped open spaces shall be encouraged in connection with the development of all parcels. The land uses for the planned districts in the urban renewal area are as follows:

- a. **Retail Commercial** - This category includes commercial outlets devoted to the sale of goods to the general public. Generally speaking, such retail outlets are characterized as cooperative in nature and are termed G.A.F., i.e., General Merchandise, Apparel and accessories, and Furniture and home furnishings plus other comparable specialized stores. Cooperative - G.A.F. items are goods by which the purchaser compares price, style, and quality in various stores before a decision is made. Normally, cooperative goods are major purchases for a household and are intended to be utilized for many years.
- b. **Service Commercial** - This category is intended to provide space for uses which offer a service for a fee or charge but do not generally handle goods; it includes business services intended to serve businesses as well as individuals, and, certain auto-oriented commercial uses and activities. Hotels and motor hotels would also be permitted under this category.

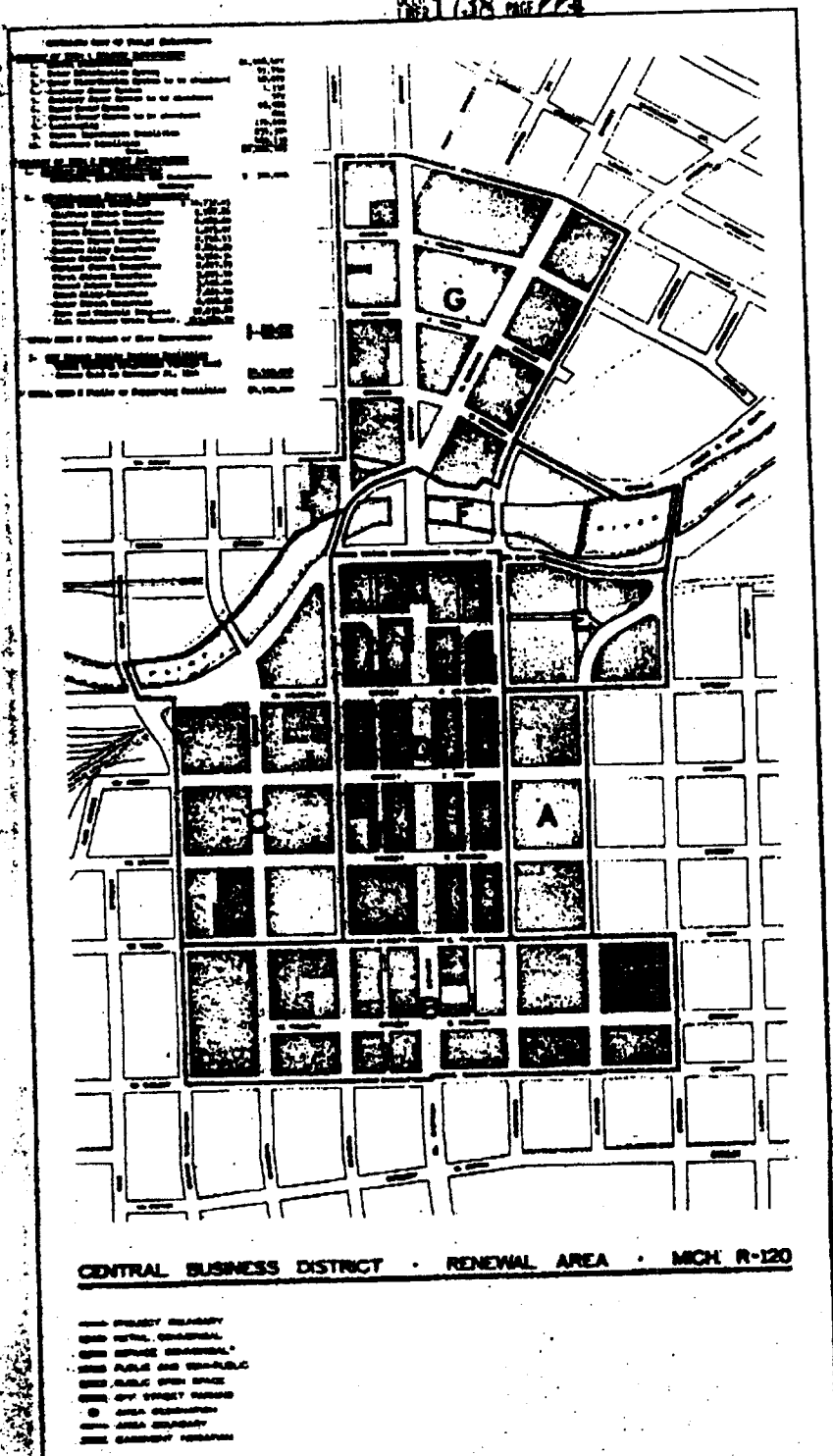
Such uses would fall into several general types:

**Intangibles** - these establishments are devoted primarily to the purchase of items which represent other tangible but immovable objects of wealth. Such firms would include finance and insurance agencies, loan companies, banks, real estate offices, brokers and land title companies, and so forth. Many of these establishments have the appearance of offices but their major function is selling.

**Wholesaling without stock** - typically, this group functions in effect to bypass merchant wholesalers. They include manufacturer's own outlets or wholesale agents and brokers who act as middlemen. Such establishments require only display and office space. They do not handle or acquire title to goods but only arrange sales between producers and retailers or wholesalers.

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Private services - these establishments are oriented to individuals and to specific firms and agencies. Among such services are those oriented to business firms (machines, blueprinting, advertising, etc.); repair of goods; personal and professional services; and commercial-recreational establishments.

- c. **Public and Semipublic** - This category is intended for Federal, State, County and City office buildings and facilities, semi-public facilities and utilities which are relatively open to the public although such uses may be either privately or publicly owned.

These latter public uses can be termed public services and are primarily oriented to groups of people or to places where people assemble into groups. Among such services are: (1) education (public, private and commercial schools, libraries and museums), (2) health and welfare (medical and social clinics, hospitals), (3) passive recreational facilities (as opposed to active, individual participation) such as auditoriums, theaters, exhibition halls, (4) religious and social (church, lodge halls, fraternal organizations), and (5) protective (fire stations, police stations, courts and so forth).

- d. **Residential** - Residential uses shall be permitted as an alternate use in service commercial areas. Such residential uses shall be in multifamily structures with a density ranging from 15 to 72 dwelling units to the acre.

- e. **Parking** - This category includes parking space within buildings, underneath buildings or areas on the surface of the ground other than a street or other public way, for the parking of automobiles and available to the public whether for a fee or as an accommodation for clients or customers. Surface parking areas, where provided, shall be suitably paved, drained and lighted, and shall be appropriately screened.

3. **Additional Controls and Restrictions to be Imposed by the Plan on the Sale, Lease, or Retention of all Real Property Acquired**

The Urban Renewal Plan has developed specific decisions for each major area within the Urban Renewal Area. These decisions include the basic objectives to be realized in each area as it relates to the central business district, the predominant or general use to be developed, the physical organization of the area, the location of parking to serve the area, pedestrian circulation and vehicular access and service. The areas are identified and shown on the Land Use Plan Map. (See page )

**AREA A (Kearley Street, Clifford Street, Third Street, Morrison Street)**

a. **Basic Objective**

The basic objective for this area is its utilization for service commercial use and off street parking to serve the parking needs of commercial developments in this area as well as Area B.

b. **Land Use**

The primary use of this block will be for service commercial and off street parking.

c. **Physical Organization**

The center of the area between First and Second Streets will be devoted to service commercial uses with parking facilities developed to the north and south. Service commercial uses shall be permitted on the ground floor of the parking structures.

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d. Pedestrian Circulation

Pedestrian circulation will be generated principally by persons with destinations at commercial developments within Area A and Area B.

e. Vehicle Access and Service

Vehicle access to and egress from the area will be from Harrison Street on the west and Clifford Street on the east. Harrison Street will carry one-way northbound traffic and Clifford Street will carry one-way southbound traffic. Marshall Street, the northern boundary of the area, will carry one-way westbound traffic and First Street will carry one-way eastbound traffic. These two streets will provide vehicular access and service to the development in the northern third of Area A. First Street and Second Street, both one-way eastbound traffic carriers, will provide vehicular access and service to the service commercial developments in the center of Area A. Second Street with Third Street as a one-way westbound traffic carrier will provide vehicular access and service to the developments in the southern third of Area A.

AREA B (Third Street, Court Street, Grand Traverse Street, Stevens St.)

a. Basic Objective

This entire area is to be devoted to service commercial and public and semipublic uses. The several parcels of land to be made available through clearance will be devoted to service commercial uses or related parking. There are several sound residential uses that are to remain. These uses are compatible with the existing and proposed uses.

b. Land Use

The primary use of this area will be for service commercial uses and public and semipublic uses with related parking. Sound residential structures are also to be retained. New multifamily development would also be permitted in Area B.

c. Physical Organization

The physical organization of the area remains basically the same as present since property acquisition is limited.

d. Parking

Adequate parking shall be provided by all developments within the area both existing and new.

e. Pedestrian Circulation

Pedestrian circulation to and from this area shall be primarily from the parking areas provided in conjunction with existing and new developments. Pedestrian flow is also anticipated from the employees and patrons of developments in the area to the commercial core area immediately to the north in Area D.

f. Vehicular Access and Service

Vehicular access and egress to the development in this area shall be principally from Court and Third Streets with secondary access from Fourth Street for east-west vehicular movement. Court and Third Streets will carry one-way west bound traffic and Fourth Street will provide two-way traffic circulation into and out of the area. North-south access and service to Area B will be available from a number of streets. Grand Traverse, Beach, and Clifford will carry one-way southbound traffic; Church, Harrison,

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and Stevens will carry one-way northbound traffic; and Eginaw Street will carry two-way traffic. Vehicular access and service will be available around all sides of each block within Area B.

**AREA C (Third Street, Beach Street, Kearley Street, Flint River, and Grand Traverse)**

**a. Basic Objective**

This entire area is to be devoted to service commercial and public and semipublic uses. Multifamily residential uses would be permitted as an alternate use.

**b. Land Use**

As indicated above, this area is to be devoted to service commercial and public and semipublic uses. There will be an existing light industrial use and several existing residential uses that are to remain. Multifamily residential uses would be an alternate land use.

**c. Physical Organization**

The physical organization of this area proposes the location of a new off street parking facility at the northern extremity. An existing off street parking facility is to be retained at the northern end of the area. The area between these two parking facilities will generally be retained as at present since there will be only limited clearance carried out in this area.

**d. Parking**

Parking shall be provided on the site in a sufficient supply to serve the needs of the existing and new developments in the area. The existing and proposed parking structures located at the southern and northern ends of the area will primarily service retail commercial developments in adjacent Area B.

**e. Pedestrian Circulation**

Pedestrian circulation in this area will be principally from the two parking facilities within the area to the primary commercial developments in Area B to the east.

**f. Vehicular Access and Service**

Vehicular access and egress to the developments in this area will be available from all of the existing streets within and adjacent to the area as well as from Water Street that is to be extended west along the northern boundary of Area C. The north-south streets providing access and service to the area include Beach Street and Grand Traverse Boulevard carrying one-way northbound traffic, and Church Street carrying one-way northbound traffic. East-west circulation movements are provided by First and Second Streets carrying one-way east bound traffic and Kearley and Third Streets carrying one-way westbound traffic. The extension of Water Street at the north of the area provides for two-way traffic movement.

**AREA D (Beach Street, Harrison Street, Third Street and Water Street)**

**Basic Objective**

This area forms the principal retail and office core of the central business district of the City. The basic objective to be realized in this area is the development of a pedestrian-oriented environment for shopping and business that will revitalize the central core of the City.

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b. Land Use

As indicated above, this area will be devoted principally to retail and office use.

c. Physical Organization

The physical organization of this block will be substantially modified by the physical closing of Seginev Street between Third Street and Water Street. This will make possible the reorientation of the commercial developments to a pedestrian mall with all service and vehicular access restricted to service alleys or drives.

d. Parking

Parking to serve this area will, for the most part, be provided outside the area. The desire for intensive commercial and related development in Area D makes it more feasible to provide parking in the adjacent areas. Parking structures to serve Area D will be located to the east in Areas A and E and to the west in Area C.

e. Pedestrian Circulation

Pedestrian circulation to Area D will be principally from the parking structures located in the adjacent Areas A, C, and E. Pedestrian circulation within the area will be primarily along vacated Seginev Street which will become a pedestrian public open space and provide direct pedestrian access to all of the existing and new developments fronting on vacated Seginev.

f. Vehicular Access and Service

Vehicular access and service to and from this area will be available from a number of streets. The north-south streets providing access and service to the area are Beach Street, carrying one-way southbound traffic and Harrison Street carrying one-way northbound traffic. East-west circulation movements will be provided by First and Second Streets carrying one-way eastbound traffic and Kearney and Third Streets carrying one-way westbound traffic. Water Street, at the north of the area, provides for two-way traffic movements.

AREA E (Kearney Street, Water Street, Stevens Street and Harrison Street)

a. Basic Objective

The location of the area and the acquisition and clearance of a substantial portion of the area provides the opportunity for the development of a transient housing or motel development in the northern half of the area. The southern half of the area is currently being utilized for a parking structure and service commercial uses and these uses are to be retained.

b. Land Use

As indicated above, this area will be devoted to one major new use - that of transient housing or motel development with the existing parking structure and several service commercial uses to remain. Multifamily residential uses will not be permitted in this area.

c. Physical Organization

The physical organization of the area will be substantially modified from its present organization by the re-alignment of Clifford Street as it passes through the area. This street modification, in conjunction with the substantial clearance to

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be carried out in the northern half of the area, will dictate the physical organization of the area. This organization will take the shape of the transient housing or motel development in the northern half of the area, an existing parking facility to be retained in the southwest quadrant of the area and existing service commercial development to be retained in the southeast corner of the area.

d. Parking

Parking to serve developments in this block shall be provided by the existing parking structures located within the area and the transient housing or motel development will be required to provide further parking to serve the needs of the new development.

e. Pedestrian Circulation

Pedestrian circulation to developments in this area will be principally from the parking structure or the parking facilities to be provided in conjunction with new development in the area.

f. Vehicle Access and Service

Vehicle access and service to this block will be available from the streets bounding the area as well as from Clifford Street which runs through the area. North and south movements will be carried on Stevens and Harrison Streets as one-way northbound traffic carriers and Clifford Street as a one-way southbound carrier. Kearsley Street, the southern boundary of the area, will carry one-way westbound traffic and Water Street, the northern boundary of the area, will carry two-way traffic.

AREA F (Water Street, Stevens Street, Second Street, North Street, Flint River and Corland Street)

Area F is to be devoted in its entirety to the provision of public open space. The land areas included within Area F will be suitably landscaped and treated to provide for an attractive connection between the major commercial developments south of the Flint River and the supporting commercial developments north of the River.

No buildings or structures are to be erected within Area F with the exception of those facilities that would be auxiliary to the principal use of this area as public open space which could include in addition to public shelter buildings, between facilities and food service facilities, and public facilities that would enhance the utilization of Area F as a pedestrian open area.

Pedestrian flow into and through this area will be possible at a number of locations both from Areas C, D, and E to the south of Area F and from Area G to the north of Area F. This pedestrian traffic will be carried on the edges of Beach-Corland Streets, Eginaw-Detroit Streets, Harrison-North Streets, and on the Flint River Dam structure located between Harrison and Stevens Streets and on the west edge of Stevens Street.

AREA G (North Street, Fifth Avenue, Corland Street and Area F)

a. Basic Objective

Area G will retain its present basic function as a secondary or supporting commercial area. There are located within Area G some comparison type shopping facilities, transient housing facilities, as well as some existing residential uses that are to remain. The objective of the Urban Renewal Plan for this area is to secure rehabilitation and conservation of the existing developments to remain as there will not be any appreciable land made available for redevelopment.

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As indicated above, the existing land uses in the area will be retained. These include comparison shopping, convenience shopping, offices, transient housing, as well as public and semi-public uses. The existing residential uses in the area are, for the most part, to be retained but no new single or two-family residential uses are proposed to be developed in Area G. Multi-family residential redevelopment will be permitted.

c. Physical Organization

Since there will be a limited amount of clearance within Area G, the physical organization will remain basically as it is at present. However, through the vacation of some unneeded rights-of-way in the central portion of the area, it will be possible to secure additional areas for expansion of existing developments. The physical organization of the area will be modified by the closing of Chippewa Street between Third and Fifth Avenues and by the closing of Root Street between Fifth Avenue and Detroit Street.

d. Parking

Parking for all existing and new developments within Area G shall be provided on the site of the development.

e. Pedestrian Circulation

Pedestrian circulation to developments in this area will be principally from parking areas located within the area. It is anticipated, however, that there will be substantial pedestrian flow from Area G to Areas H and I on the south side of the Flint River through Area F.

f. Vehicular Access and Service

Vehicular access and service to developments in this area will be available for north and southbound traffic on North Street which will carry one-way northbound movements, Saginaw Street which will carry one-way southbound movements, Detroit Street which will carry one-way northbound movements, and Garland Street which will carry one-way southbound movements. Eastbound movements into and through Area G will be carried on Fourth Avenue which will be a one-way traffic carrier and on Second and Third Avenues, will also be carried on Fifth Avenue which will serve as a one-way traffic carrier at the northern edge of Area G.

g. Initiation and Duration of the Land Use Provisions and Building Requirements

The Land Use Provisions and Building Requirements enumerated above will be in full force and effect when they are adopted by the City Commission of the City of Flint. They shall be recorded in the office of the Registrar of Deeds of Genesee County. They will continue in such force and effect for a period of thirty (30) years from that date.

h. Applicability of the Urban Renewal Plan Objectives and the Land Use Provisions and Building Requirements to Real Property Not to be Acquired

The Urban Renewal Plan Objectives and the Land Use Provisions and Building Requirements enumerated above will be applicable to real property included within the project area. All existing uses which are not to be acquired shall be made to conform to or be in harmony with the Urban Renewal Plan Objectives.

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RECORD OF CONTROLS AND RESTRICTIONS

AREA	F. A. R.*	Off Street Parking**
A	6.0	1 space for each 400 sq. ft. of floor area for nonresidential uses 1 space for each dwelling unit
B	6.0	1 space for each 400 sq. ft. of floor area 1 space for each dwelling unit
C	6.0	1 space for each 400 sq. ft. of floor area 1 space for each dwelling unit
D	10.0	Not Required to be provided within the area
E	6.0	1 space for each 400 sq. ft. of floor area 2 space for each dwelling unit 1 space for each hotel or motel room
F	Not Applicable	Not Applicable
G	6.0	1 space for each 400 sq. ft. of floor area 1 space for each dwelling unit 1 space for each hotel or motel room

Off Street Loading: Off street loading shall be provided for every building or part thereof as follows: 1 space for a gross floor area of 5,000 to 20,000 sq. ft. plus one additional loading space for each 20,000 sq. ft. plus one additional loading space for each 20,000 sq. ft. or major fraction thereof in excess of 20,000 sq. ft.

A required loading berth will be at least 10 feet in width and at least 25 feet in length, exclusive of aisle and maneuvering space and will have a vertical clearance of at least 14 feet.

Signs: All sign proposals shall be reviewed by the Design Review Committee to determine that they will be in keeping with the Urban Renewal Plan objectives.

\*F.A.R. Floor Area Ratio is the total floor area of all stories of the building or buildings on any parcel, divided by the area of such parcel. For the purposes of determining floor area ratio, the "floor area" of a building is the sum of the gross horizontal areas of the several floors of all buildings on the lot measured from the exterior faces of the exterior walls of the building.

\*\*Each required off street parking space shall be at least 9 feet in width and at least 20 feet in length exclusive of access drive or aisles and be of usable shape and shall be surfaced with an all weather impervious material. All open automobile parking areas containing more than four (4) parking spaces shall be effectively screened.

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1. Land Acquisition

- a. The Land Acquisition Plan Map indicates real property to be acquired for clearance and redevelopment including development of vacant land.
- b. Certain properties within the urban renewal project area are designated for rehabilitation and as such will not be acquired, provided that the owner(s) within a reasonable time, undertakes rehabilitation in conformance with the objectives of the Urban Renewal Plan and such State and local laws as may be applicable. Those properties in which rehabilitation is not undertaken by the owner and which are not made to conform to the Property Rehabilitation Standards set forth in the section below headed, "Property Rehabilitation Standards" will be subject to acquisition by the City of Flint.

Upon the acquisition of such properties the City will either:

- 1) demolish the structure or structures whereon and dispose of the land for redevelopment at its fair value for uses in accordance with the Urban Renewal Plan; or
  - 2) sell or lease the property to purchaser or lessee at its fair value for uses in accordance with the Urban Renewal Plan subject to its being rehabilitated in conformance with the property rehabilitation standards and "Development and Design Objectives" of this Urban Renewal Plan; or
  - 3) Rehabilitate the Property for demonstration purposes.
- c. Property designated for acquisition, if not needed for a public use, or land assembly will be removed from that category if the owner(s) presents within a reasonable time, a specific plan or program of action to the City of Flint. The plan or program as presented must show convincingly that the construction, demolition, reconstruction or rehabilitation proposed is in conformance with the objectives of this Urban Renewal Plan and such State and Local laws as may be applicable.

2. Property Rehabilitation Standards

All properties in the Central Business District Project Area, shall comply with the standards set forth in all applicable statutes, codes, and ordinances, as amended from time to time, relating to the use, maintenance, facilities, and occupancy of existing property, including but not limited to, the zoning ordinance, Building, Plumbing, Heating, Electrical and Housing Codes.

These code standards are hereby incorporated by reference and made a part of these property rehabilitation standards.

Flint assistance is only anticipated on a limited basis for residential conservation activities in the project area. There will be, however, some structures that will be renewed without such assistance. For such structures, the requirements of all local codes and the minimum housing ordinance will be enforced. In addition the following additional standards will apply.

- a. Every dwelling unit shall contain a private 3 piece bath consisting of a bathtub, lavatory and stool.
- b. Each living unit shall have a specific kitchen space, which contains a sink with counter work space and having hot and cold running water, and adequate space for installing cooking and refrigeration equipment, and for the storage of cooking utensils. Minimum areas and dimensions of kitchen storage space should generally be as follows:
  - 1) Total shelving in wall and base cabinets - 30 sq. ft.
  - 2) Counter area - 5 sq. ft.
  - 3) Dish storage shelving in cabinets - 10 sq. ft.

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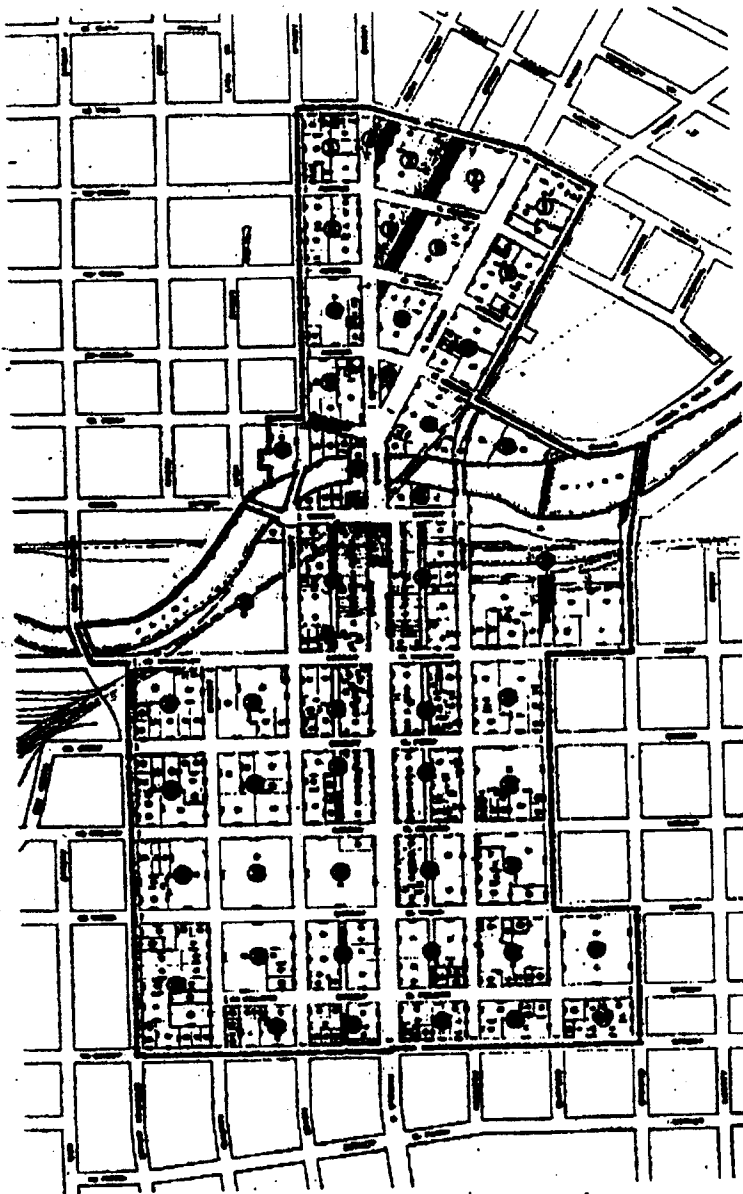
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CENTRAL BUSINESS DISTRICT - RENEWAL AREA - MICH. R-120

- PROPERTY OWNERS
- PROPERTY OWNED PROPERTY TO BE ACQUIRED
- PUBLICLY OWNED PROPERTY TO BE ACQUIRED
- PROPERTY TO BE PARTIALLY ACQUIRED

- PROPERTY NOT TO BE ACQUIRED
- STREET RIGHT-OF-WAY TO BE ACQUIRED
- PUBLIC PARKING
- PUBLIC MARKET

A. J. HARRIS ARCHITECTS PLANNING MAP

RENEWAL AREA - MICH. R-120

- c. Every dwelling, including accessory structures in or about a dwelling or on the lot on which such dwelling is situated and every dwelling unit and every part thereof, including fences, shall be maintained in good repair by the owner, executor, administrator, trustee, guardian or agent. Good repair shall include keeping properly painted all interior and exterior surfaces which are painted in normal practice and which in the opinion of the enforcing officer show a sufficient amount of flaking, blistering or wear as to be inadequate to, protect the finish surfaces from weathering or corrosion, and provide an attractive appearance of reasonable durability.

In addition to compliance with local statutes, codes, and ordinances, all properties in the Central Business District Project Area devoted in whole or in part to nonresidential uses shall conform to the following standards:

**a. Exterior of the Premises**

The exterior of the premises and the condition of accessory structures shall be maintained so that the appearance of the premises and all buildings thereon shall reflect a level of maintenance in keeping with the standards of the area, and that the appearance of the premises and structures shall not constitute a blighting factor for adjoining property owners nor an element leading to the progressive deterioration and downgrading of the neighborhood.

**b. Exterior Rehabilitation of Structures**

The following standards apply to the exterior rehabilitation of structures. The exterior of every structure and accessory building shall be maintained in good repair.

- 1) Treatment of structures shall extend beyond the facade to all portions exposed to public view. Painting and resurfacing to a level compatible with the street facade will be made.
- 2) All windows with a direct exposure to public view shall be kept clean and free of marks or foreign substance except when necessary in the course of changing show window displays. No storage of materials, stock, or inventory shall be permitted in upper window display areas or other areas ordinarily exposed to public view by the use of drapes, venetian blinds, or other permanent rendering of the windows; all screening of interior shall be maintained in a clean and attractive manner and in a good state of repairs.
- 3) If, upon rehabilitation, the original facing materials of a building are to be retained, deteriorated portions shall be repaired or replaced.
- 4) All reconstruction of walls and siding shall be of standard quality and appearance commensurate in character, such that the materials used will be of a kind that by their appearance under prevailing appraisal practices and standards will not depreciate the values of neighboring and adjoining premises as aforesaid.
- 5) Unneeded exterior appurtenances such as signs, awnings, sign supports, etc., unused conduit outlet boxes, wiring, anchor bolts, and/or pipes shall be removed and surfaces repaired.
- 6) When weatherproofing of exterior components of a building is needed, such work shall be done by approved methods such as the use of tuckpointing, painting, silicone, epoxy resin or other water-imperious materials as required by the degree of deterioration and the building materials involved.
- 7) All air conditioning units which project over a public walkway shall be equipped with proper devices for the prevention of condensation drainage upon said walkway.

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- 8) Useless or unsightly portions of structures or appendages be removed to improve appearance and cut down maintenance costs. Poorly constructed and unsightly appendages at the rear of buildings facing parking areas are to be rehabilitated or removed.
- 9) The rear of all structures facing a parking lot or public walkway shall be rehabilitated in such a manner as to be compatible to the remainder of the structure, the adjoining structures, and be in keeping with the overall project objectives.
- 10) All awnings which are retained shall not be deteriorated and shall be fully operable. Where a fixed canopy runs along the front of a building, all awnings and awning mechanisms that are replaced by the canopy shall be removed.  
  
Where new canopies are installed or old canopies replaced, they will provide a common architectural unifying theme of a compatible nature with adjoining properties.
- 11) Remove objectionable projecting floodlighting units and replace with attractive, well designed units which add to exterior appearance such as an illuminated light shelf across the front of buildings at a uniform height. A night lighting scheme to architecturally unify adjoining buildings including landscape lighting, pedestrian level and facade lighting should be used where possible.
- 12) Paint all exposed sides of buildings or additions thereto where material differs as common brick, concrete block, etc., in a pleasing color, harmonious with facade color serving to unify structure, also paint unscreened windows and doors a contrasting color. Where structure has architecturally pleasing features, they shall be painted or otherwise treated to bring out the best that is available.
- 13) All land unused by buildings, parking, etc., shall be landscaped attractively with grass, shrubbery, trees, and wherever possible accented with fountains, pools, walls, seats and textured paving of brick, pebbled concrete, etc. Bushes, shrubs, trees and grass shall be trimmed when necessary and removed and replaced when dead.  
  
Integrate into the overall design of the project lamp posts, sign standards, telephone booths, trash cans, bicycle racks and other street furniture.  
  
Off street parking and loading areas shall be surfaced with durable, all weather, dust free surfaces, and adequate drainage shall be provided.
- 14) The above shall be subjected to a suitable treatment to bring them up to an acceptable aesthetic level and in harmony with adjoining structures. This could be accomplished by:
  1. Applying a textured resurfacing material
  2. Veneering with brick partially or completely
  3. Screening with structural materials
- 15) If cyclone fences or other open fences and gates cannot be removed, add metal or wood filler strips in pleasing colors and paint cyclone fence to match, and extend high enough to screen the problem. All unsightly alleys, yards of buildings, or other areas which may have a deteriorating effect on surrounding properties or public area shall be screened from view by a fence, wall or compact shrubbery at least 50 per cent opaque between two feet and seven feet above the ground level.

c. Interior Rehabilitation of Structures

The following standards refer to the interior rehabilitation of all structures to put and maintain them in good repair.

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- 1) Cellar and basement floors shall be constructed of an impervious material and shall be maintained at all times in a condition so as to be clean and free of hazards. Cellars and basements and crawl spaces shall be maintained so as to be free from moisture resulting from seepage. Ventilation shall be provided where necessary to prevent accumulations of moisture of dampness.
- 2) Floors shall be considered structurally sound when capable of safely bearing imposed loads. They shall be maintained at all times in a condition so as to be free from excessive sagging, clear of debris, free from abnormal cracks and breaks, clean in occupied spaces.
- 3) Walls and ceilings shall be considered to be in good repair when free from breaks, loose plaster, or if not under obvious dangerous stress or strain. Walls should be kept clean and free of visible foreign matter, sanitary and well maintained at all times.
- 4) The underside of all (nonresidential) accessible floor systems constructed of combustible materials (wood) shall be protected by application of a noncombustible material, or adequate fire protection equipment.
- 5) To achieve a desirable use of space, ceilings should either be lowered or raised as necessary to permit economical and efficient use of space as it relates to heating, lighting and ventilation.
- 6) To arrange entrances and exits, lobbies, corridors and stairways so as to reduce walking distances within the building to provide for maximum utilization and functional arrangement of floor space. They shall be kept free of nuisances, unsanitary conditions and hazards with a good quality covering.
- 7) Walls shall be of a durable, easily maintained material and of a color harmonizing with adjoining areas and/or rooms. Locate service areas such as storage rooms, lavatories, and kitchens, so as not to interrupt or conflict with the primary use of floor space.
- 8) All lighting fixtures shall be of a harmonizing nature with architectural function and aesthetic design the basic factors.

d. Loading Docks

Existing loading docks, accessory canopies, etc., wherever at all possible without seriously hampering their usefulness, shall be made sightly from the street by screening or other suitable means such as new construction of architecturally pleasing design and materials, attractive lighting, planting and paving.

e. Parking

- 1) All other parking, storage or loading if economically possible shall (a) be screened from the streets with attractive foliage, (b) structural fencing of appropriate materials and design, (c) attractive lighting, (d) other amenities.
- 2) Eliminate, wherever possible, by the installation of planting or decorative walls to screen from public view any unsightly rears of buildings, parking lots or other unpleasant areas or appurtenances.
- 3) Street or flood lighting units shall be made an integral part of the structure to the maximum extent of feasibility.

2. Salvage Yards and Storage Areas

All open salvage yards and storage areas shall be completely obscured from adjacent property and public view by a solid screen of adequate height.

3. Signs

- 1) Area Covered - No sign shall be placed or maintained within the project boundaries of the project except as herein provided.
- 2) General - The following type of signs are specifically prohibited: (1) signs painted directly onto the structures; (2) signs that advertise a product, service or business if not situated on the same premises; (3) animated or blinking signs; (4) signs attached to buildings that extend beyond the roofs or walls of the structure for more than a distance of thirty-six inches.

3) Master Identification Signs

Signs referring to business operated on the premises are permitted as follows:

- a) Flat sign or signs constructed as complete separate entities shall not exceed a total of one (1) square foot for each front foot of the business structure and shall be mounted flat on the face of the building. This type of sign shall not exceed twelve (12) inches in depth front to back, and the entire area within the perimeter of the sign face shall be counted.
- b) A sign or signs composed of separate letters made of wood, metal or plastic, illuminated or not, attached directly to the building shall not exceed a total of one (1) square foot per front of the business structure.
- c) Projecting signs shall be basically flat with two parallel faces allowing a maximum of six (6) inch thickness to provide interior illumination. This type of sign may have molded plastic three-dimensional faces providing that the sign remains basically a flat structure. In no case shall the total face area of such sign or signs exceed one (1) square foot per front foot of the business structure.

4) Sale, Rent Signs

Signs advertising that the premises are for lease, rent or sale:

- a) Each such sign not to exceed four (4) square feet in area.
- b) Each real estate firm shall be limited to one (1) such sign on each lot or parcel of property for which such real estate agency has a bona fide listing.
- c) Each such sign shall be removed from the premises upon which the same is placed within five (5) days subsequent to the leasing, rental or sale of such premises.

5) Development Signs

- a) Developer's Signs - One (1) temporary sign, not to exceed thirty-two (32) sq. ft. in area, may be affixed to each lot or parcel of property to designate that same is to be occupied at a

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- b) Project Sign - One (1) illuminated temporary sign, not to exceed forty-eight (48) square feet may be affixed to each lot or parcel of property. On new construction, project signs may be attached to adequate wood posts set into the ground until the work has progressed enough to permit attachment to the structure.

### 3. Redevelopers' Obligations

The land acquired by the City of Flint will be disposed of subject to an Agreement between the City and the Redeveloper. The Redeveloper will be required by the contractual agreement to observe the Land Use and Building Requirements and Objectives of this Urban Renewal Plan. They will further be required to submit a redevelopment schedule satisfactory to the City of Flint. The Redeveloper will not be permitted to defer the start of construction for a period longer than that required for the preparation of necessary redevelopment plans, their review, and approval by the City of Flint.

a. In addition, the following provisions will be included in the Agreement:

- 1) That the Redeveloper will submit to the City a plan and schedule for the proposed development.
- 2) That the purchase of the land is for the purpose of redevelopment and not for speculation.
- 3) That the land will be built upon and improved in conformity with the objectives and provisions of the Urban Renewal Plan.

b) That the building of improvements will be commenced and completed within a reasonable time.

c) That the redevelopers, their successors or assigns, agree that there will be no discrimination against any person or group of persons on account of race, creed, color, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises therein conveyed, or improvements erected or to be erected thereon, nor will the Redeveloper himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, or vendees in the premises therein conveyed, or improvements erected or to be erected thereon. The above provision will be perpetual and will run with the land disposed of within the urban renewal area by the City of Flint.

### b. Establishment of a Design Review Committee

- 1) A design Review Committee of 5 members consisting of professional individuals representing the Greater Flint Downtown Corporation, the City Planner, LPA Staff Planner and local architects, will be selected by the Renewal and Housing Director. This committee will serve in an advisory capacity and make recommendations on various design development proposals pertaining to new development and rehabilitation projects to the Renewal and Housing Director.
- 2) All proposed structures, signs, or alterations of existing facilities to be made by property owners and tenants are to be reviewed by the Design Review Committee prior to issuing of a Construction Permit.
- 3) The Renewal and Housing Department shall periodically submit improvements proposals to the committee as follows:
  - a) The preliminary design stage of each improvement proposal.
  - b) The final plans and specifications of each improvement.

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4) Upon approval by the Design Review Committee of proposed designs or plans submitted by a redeveloper, the Committee will notify the Flint Renewal and Housing Department of their approval or suggestions.

5) Upon approval of the Flint Renewal and Housing Department, notification will be given to the Building Department for issuing of Construction Permit.

c. 1) Disposition documents will incorporate provisions for achieving development and design objectives set forth in the Urban Renewal Plan through:

- a) Fixed price offerings with the Urban Renewal Plan objectives as criteria for selecting the redeveloper;
- b) Through negotiation where the objectives are determining factors;
- c) Or by other means which will ensure attainment of the design and development objectives. The disposition documents shall be drawn up with the advice and the assistance of the Urban Renewal consultant, other consultants (urban designer, architect, and/or economist) and advisory committee if appointed.

2) Disposition documents, if necessary, will spell out in detail the criteria to be met in order to achieve the development and design objectives of the Urban Renewal Plan, including the method of procedure for reviewing redevelopers' proposals.

#### 4. Underground Utility Lines

All utility lines which shall include, but not be limited to, water, sanitary sewers, storm sewers, gas, electrical lines, police and fire communication lines and telephone lines shall be placed underground in utility easements which shall be provided within the project area.

#### 5. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

The laws of the state of Michigan require that the Urban Renewal Plan shall designate the location and extent of streets and other public facilities within the area and shall designate the location, character and extent of the categories of public and private land uses proposed for and within the area.

The Urban Renewal Plan shall also include a feasible method for the relocation of families who will be displaced from the area.

A plan designating the location and extent of streets and other public facilities as well as the location, character and extent of the categories of public and private land uses proposed for and within the area, is contained within the Land Use Plan, Code R 219.

The City of Flint will provide for the families and individuals to be displaced from the area the opportunity of being relocated in housing accommodations which are decent, safe, and sanitary and otherwise habitable and which are within their financial means. Adequate rehousing accommodations are presently available or will be available during the relocation period. It is anticipated that 34 families and 47 individuals will be displaced from the Central Business District Urban Renewal Area and become a part of the relocation workload. Of the 34 families, 28 will be relocated in private rental housing, and 6 in public housing. Of the 47 individuals to be displaced, 15 are eligible for public housing and will be so rehoused. The remaining 32 individuals will be relocated in private rental housing.

In order to implement this plan and insure that families and individuals are relocated into standard housing, the Genesee County Development Conference is planning to have a fund established in order to make loans to families who have poor credit ratings and have had economic problems in the past. FHA representations will be referred to project residents who will be

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given preference by our local PHA Office. In addition, the Code Enforcement program is developing methods with the aid of the Genesee County Development Conference to rehabilitate and sell structures through a revolving fund. These structures will include those which would have to be demolished without such a plan. A list will be posted in the Removal Site Office of available sales and rental houses in addition to the list of brokers who have housing for families and individuals who will be displaced. Housing referrals will be gathered throughout Genesee County in all price ranges and areas. Relocation inspections will be made to have these referrals which are greater than our five mile limit inspected by the Township Inspection Department.

Other relocation within the metropolitan area will not effect this project. Total displacement in the following three years will include approximately 3,500 families and individuals. Sixty-five per cent of the families will be non-white. Income for the families will show a wide range, however, we know from past census data and the freeway survey that approximately 50% will be eligible for low cost housing. It must be recognized that all those who are eligible due to the low income bracket will not require or desire low cost housing. Past experience indicates that many of these relocatees can and will purchase standard housing within their means. In addition to the housing which we know will be available, the Removal and Housing Department has submitted a program reservation for an additional 1,000 units of public housing for families and individuals. Assuming that projects go into execution as planned, the department will also be constructing additional public housing to meet the needs of displacees. The City of Flint presently has 600 low rent housing units under construction and will be able to adequately rehouse families who are eligible for low income housing who are displaced from the Central Business District Project.

This plan constitutes the Urban Renewal Plan for the City of Flint Central Business District Urban Renewal Area in accordance with the statutes of the State of Michigan.

7. PROVISION FOR CHANGES IN THE APPROVED URBAN RENEWAL PLAN

If the City desires to modify this Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable State and Local law.

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By the Mayor:

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Presented: 4-26-82

Adopted: 4-26-82

GM-7234-4.2.1/82  
REPLACEMENT

DATE

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RETENTION RESOLUTION

WHEREAS, the City of Flint, a Municipal Corporation (hereinafter called "Agency") in furtherance of the objectives of the Rehabilitation of Blighted Areas Act, Act 344 of Public Acts of 1945 has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas and in this connection is engaged in carrying out

*Urban Renewal Projects known as the Central Business*

*district* Renewal Area (MICH. A-5-2) and the Doyle Urban Renewal Area (MICH. R-208) (hereinafter called "Projects") in an area (hereinafter called "Project Area") located in Flint, Michigan; and

WHEREAS, as of the date of the adoption of this Resolution, there has been prepared and approved by the Agency, Urban Renewal Plans for the Projects consisting of the Urban Renewal Plans, approved by the Agency on March 25, 1968, Central Business District (MICH. A-5-2) and on June 1, 1971, Doyle (MICH. R-208) and as subsequently amended and approved by the Agency (which Plans, as so amended and as they may hereafter be further amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"); and a copy of the Urban Renewal Plan, as constituted on the date of this Resolution, has been recorded among the land records for the place in which the Project Area is situated, namely, in the office of the Register of Deeds for the County of Genesee and State of Michigan in Liber 1738 at Pages 217-240 inclusive, (MICH. A-5-2) and Liber 1803 at Pages 435-463 inclusive, (MICH. R-208) Genesee County Records; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make land in the Project Area available for redevelopment and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the Agency have undertaken to provide, and have provided substantial aid and assistance to the Agency through a contract for Loan and Grant dated July 23, 1969; and

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NOW, THEREFORE, BE IT RESOLVED, by the (City of Flint as follows:

(1) Subject to all the terms, covenants, and conditions of this Resolution and the said Loan and Grant Contract, the Agency will retain the following described property in the Project Area:

SEE ATTACHED EXHIBIT "A"

which it shall develop as a public space in accordance with the Urban Renewal Plan and which it shall dedicate without payment to the Community Development Block Grant Fund.

(2) Construction Required. The Agency will redevelop the Property by construction (hereinafter called the "Improvements") and all plans and specifications and all work by the Agency with respect to such redevelopment of the Property and the construction and making of other improvements thereon if any, shall be in conformity with the Urban Renewal Plan, and all applicable State and Local Laws.

(3) Time for Construction. The Agency agrees for itself, its successors, and assigns, and every successor in interest to the Property or any part thereof, that the Agency shall begin the redevelopment of the Property through the construction of the Improvements thereon, within 12 months from the date of the Deed and diligently proceed to complete such construction within sixty (60) months from such date.

(4) Restrictions on Land Use. The Agency agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof and the Deed, if any, shall contain covenants on the part of the Agency for itself, and successors and assigns, that the Agency, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with the uses specified in the Urban Renewal Plan, as amended, and as the same may be hereafter amended and extended from time to time;
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

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(5) Effect of Covenants: Period of Duration. It is intended and resolved that the conditions and covenants provided in Section 4 hereof, shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Resolution, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, and the United States (in the case of the covenant provided in subdivision (b) of Section 5 of this Resolution), against the Agency, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

It is further intended and resolved that the Conditions and covenant provided (a) in subdivision (a) of Section 4 of this Resolution shall remain in effect until October 11, 1991, (at which time such condition and covenant shall terminate), and (b) in subdivision (b) of such Section 4 shall remain in effect without limitation as to time.

(6) Enforceability by Agency and United States. In amplification, and not in restriction, of the provisions of Section 5 of this Resolution, it is intended and resolved that the Agency shall be deemed a beneficiary of the conditions and covenants provided in Section 4 herein, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 4, both for and in their or its own right and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit such conditions and covenants have been provided. Such conditions and covenants shall run in favor of the Agency and the United States for the entire period during which such conditions and covenants shall be in force, without regard to whether the Agency or the United States is or has been an owner of any land or interest therein to, or in favor of, which such conditions and covenants related. The Agency shall have the right, in the event of any breach of the covenant provided in said subdivision (b) of Section 4, to exercise all the rights and remedies, and to maintain any actions or suits at law or equity or other proper proceedings to enforce the curing of such breach of condition

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employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demolition, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 dated October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 dated October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 dated October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole

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or in part and the Contractor may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 dated October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 dated October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 dated October 13, 1967, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The proper officers of the Agency are hereby authorized, empowered and directed to cause a properly certified copy of this Resolution to be recorded among the land records in the office of Register of Deeds, Genesee County, and to furnish the Department of Housing and Urban Development with appropriate notification of the adoption of this Resolution and the recording information.

2150 PAGE 197

DATE NOV 24 1982

DEED 2150

PG

197

DATE

NOV 24 1982

ATTEST:

APPROVED AS TO FORM:

*Edward Joseph*

Edward Joseph  
Acting City Attorney

APPROVED BY CITY OF FLINT, A MUNICIPAL CORPORATION:

*James W. Rutherford*  
By: James W. Rutherford  
Mayor

APPROVED AS TO FUNDS:

*John M. Corbliss*  
for: John M. Corbliss  
Director of Finance

*Gerald R. Brown*  
By: Gerald R. Brown  
City Clerk

APPROVED AS TO AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE:

*Gerry G. Ragsdale*  
Gerry G. Ragsdale  
Contract Compliance Administrator

APPROVED BY  
CITY COUNCIL

APR 26 1982

*He*  
CITY CLERK

FORM CC 84

STATE OF MICHIGAN } ss.  
County of Genesee

I, Gerald R. Brown, City Clerk of the City of Flint, having the custody of the records and proceedings of the Flint City Council

of said City, do hereby certify that I have compared the attached copy of R-#27 adopted 4-26-82 authorizing retention of land in the Central Business District UR Area MICH A-6-2 with the original now on file and of record in this office, and that such is a true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City, this Twenty-Fourth day of November

A.D. 1982

*Gerald R. Brown*  
City Clerk

DEED

2150

PG 198

CENTRAL BUSINESS DISTRICT (MICH. A-5-2)

Part of Lots 12, 13, 14, 15, 20, 21, and 22, Block 1 of the recorded plat of "Village of Flint River" as recorded in Liber 1, Page 4, City of Flint, Genesee County, Michigan; more particularly described as beginning at a point which is S 31° 51' 44" E along the Westerly line of Harrison Street, 138.22 ft. from the intersection of the Southerly line of Water Street and the Westerly line of Harrison Street; thence S 31° 51' 44" E along the Westerly line of Harrison Street, 51.00 ft; thence S 58° 10' 11" W along the Southerly line of the proposed East Union Street, 229.84 ft; thence continuing along said Southerly line on a curve to the left having a central angle of 27° 56' 26", a radius of 221.50 ft, an arc length of 108.02 ft and a long chord bearing and distance of S 44° 11' 58" W, 106.95 ft; thence N 31° 49' 49" W along the Easterly line of South Saginaw Street, 76.82 ft; thence N 58° 19' 11" E along the Northerly line of the Proposed East Union Street, 333.60 ft to the point of beginning. Containing 0.41 acres of land, more or less.

DOYLE (MICH. R-208)

~~Parcel 1: Part of Section 2, Indian Reservation of Eleven Sections at and near the Grand Traverse on the Flint River, described as beginning at a point on the Easterly line of Industrial Avenue, 190.85 feet Northerly of the Northerly line of Fourth Avenue, thence Northerly along Easterly line of Industrial Avenue 28.25 feet; thence Easterly 74.15 feet; thence Southerly 30.1 feet; thence Westerly 74.6 feet to point of beginning.~~

~~Parcel 2: Part of Section 2 of Indian Reservation of Eleven Sections at and near the Grand Traverse on the Flint River, described as beginning at a point on Easterly line of Industrial Avenue 190.85 feet Northerly of Northerly line of Fourth Avenue, thence Northerly along said Easterly line, 31.55 feet; thence Easterly at right angles 74.6 feet; thence Southerly 30.1 feet to a point 75.4 feet Easterly at right angles from point of beginning, thence Westerly 75.4 feet to point of beginning.~~

~~Parcel 3: Part of Section 2 of Indian Reservation of Eleven Sections at and near the Grand Traverse on the Flint River, described as beginning at a point on Easterly line of Industrial Avenue 32.05 feet Northerly of Northerly line of Fourth Avenue; thence Easterly 79.3 feet to a point 52.90 feet Northerly of said Northerly line; thence Northerly 17.25 feet; thence Westerly 78.3 feet to Easterly line of Industrial Avenue; thence Southerly along said Easterly line, 30.1 feet to point of beginning.~~

Parcel 4: Village of Grand Traverse, 40 ft right-of-way of the C & O Railroad, property extending from Sly line of Fifth Ave S.W. to Sly line of Fourth Ave, Blk 43.

DATE NOV 24 1982

DEED 2150 PG 199

## The Chesapeake and Ohio Railway Company

## PIPE LINE CROSSINGS

THIS AGREEMENT, made this 16th day of May, 19 66, between  
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called the  
"Railway", and ANTHONY RAGONE, County Drain Commissioner of the County of Genesee,  
Michigan  
hereinafter called the "Licensee";

WITNESSETH: That the Railway does hereby license and permit the Licensee to install, operate and  
maintain a forty-eight inch (48 ") sanitary sewer pipe line, together with the necessary  
casing, vents, fixtures and appurtenances thereto, hereinafter referred to collectively as "Crossing", upon, under  
and across the land and under the tracks of the Railway at a point located between Mile Posts 36 and 37,  
at Valuation Station 9203+30, (old Mainline) Toledo Subdivision,  
Flint Terminal Division, at or near Flint  
County of Genesee, State of Michigan, as described on the attached "Exhibit A",  
dated May 16, 1966

\_\_\_\_\_ which is ~~is~~ made a part of this agreement, upon the following terms, covenants  
and conditions:

1. Before constructing said Crossing, Licensee shall, at its sole cost and expense, obtain all necessary  
authority therefor from any public authority or authorities having jurisdiction in the premises, and shall there-  
after observe and comply with the requirements of such public authority or authorities and all applicable laws  
and regulations.

2. No less than 72 hours written notice shall be given to Railway's Superintendent, hereinafter  
referred to as "Superintendent", at: Flint, Michigan, before the work of constructing  
and installing said Crossing shall be commenced, and like notice, except in emergency cases, before any mainte-  
nance, renewal, relocation, alteration, changing and removal is performed; provided, however, that all such work  
shall be done at such time or times, and in such manner, as shall be satisfactory to Railway's Chief Engineer or  
his duly authorized representative, hereinafter referred to as "Engineer".

3. Licensee shall install and thereafter operate and maintain, at its sole risk, cost and expense, the afore-  
said Crossing in accordance with said Exhibit A, and American Railway Engineering Association, Specifications  
for Pipelines for conveying Flammable and Non-Flammable Substances—1962, or such subsequent revisions  
thereof as may be approved by Railway's Engineer, which are incorporated herein and made a part hereof by  
reference.

4. Licensee shall perform all of such work safely, expeditiously, in a workmanlike manner, and in accord-  
ance with good engineering practices, and without damage to or interference with the operations and facilities  
of the Railway. Said Licensee shall fill and thoroughly tamp all trenches to prevent settling of the surface of the  
land and roadbed of the Railway, and shall either remove any surplus earth or material from the Railway's  
premises or cause the same to be placed and distributed thereon at such locations and in such manner as the  
Railway's Engineer may direct. Licensee shall leave said premises in a condition satisfactory to the Railway's  
Engineer.

5. The Licensee agrees, at its sole risk, cost and expense, to make such tests, as in the judgment of the Railway may become necessary to determine if the operation, existence or maintenance of the said Crossing, or the protection provided therefor against corrosion, causes interference with any of the Railway's facilities whatsoever. Licensee further agrees, upon written notice from Railway of such interference, to make, at its sole risk, cost and expense, such changes as may be necessary to eliminate such interference.

6. Railway shall in no case be held liable for any damage to said Crossing, including, but not limited to, the loss of or interference with the service provided thereby, by reason of the operation of its railroad or acts of its employees, or otherwise, and Licensee shall and will at all times release, indemnify and save harmless Railway from and against any and all liability, loss, detriments, costs, damages, charges and expenses which Railway may suffer, sustain, be put to or be in any way subjected to on account of the death of or injury to any person or persons or damage to or destruction of any property, including but not limited to the employees and property of Railway, arising out of or in any manner connected with the location, installation, existence, operation, maintenance, renewal, changing, alteration, relocation or removal of said Crossing, regardless of whether such death, injury, damage or destruction shall be caused by the negligence of the Railway or otherwise.

7. As protection for the Railway, and without impairing any obligation of the Licensee hereunder, the Licensee agrees that the Railway may take out, and purchase at the Licensee's expense, provided the cost thereof does not exceed \$ 0.00 , Railway Protective Liability Insurance for the Railway's protection against loss or destruction of or damage to property and death of or injury to persons, and any liability therefor, arising out of or in any way connected with the installation of the Crossing and work incident thereto. And the Licensee agrees to reimburse the Railway for the cost of such insurance, subject to the above limitation, promptly upon receipt of the Railway's statement therefor. **This section 7 is not applicable to this agreement.**

8. Said Crossing shall be installed to the satisfaction and approval of the Railway's Engineer, and in case of the failure of the Licensee to do the work as herein specified, or to make such repairs as in the judgment of the Engineer may become necessary, the Railway reserves the right to remove, at the sole cost and expense of the Licensee, the Crossing from its land and terminate this agreement upon five (5) days' notice to the Licensee.

9. It is further agreed that the Licensee, at its sole risk, cost and expense, will change, alter or relocate said Crossing within thirty (30) days after receipt of notice from Railway so to do, to a location and in a manner satisfactory to Railway's Engineer to permit the Railway to make future alterations of the line or grade of the railroad, to construct additional tracks, or to make any other additions and betterments whatsoever, which rights Railway hereby reserves unto itself. Any such change, alteration or relocation of said Crossing shall be in accordance with the requirements of this agreement.

10. Licensee hereby agrees to reimburse the Railway for any and all expenses (the cost of which shall include the surcharges customarily made by the Railway), that the Railway may incur or be subjected to, for or in consequence of the installation, location, changing, alteration, relocation, operation, maintenance or renewal of the Crossing, or the removal thereof as herein provided, within thirty (30) days after receipt of the Railway's statement.

11. Nothing herein contained shall be construed to permit the Licensee to move, except at public road crossings, any equipment over the tracks of the Railway. If and when it is desired to move any such equipment, the Licensee shall notify the Superintendent sufficiently in advance of such movement so that arrangements may be made and covering agreement, if required by Railway, may be executed.

12. The Licensee agrees to pay a rental of (waived) DOLLARS (\$ 0.00 ) per annum, payable annually in advance of each year during the life of this agreement, and a fee of Forty-Eight DOLLARS (\$ 48.00 ) toward the cost of preparation of this agreement and supervision expense. Annual rental shall be subject to periodic review and adjustment.

13. In the event the Licensee shall at any time desire to make changes in the physical or operational characteristics of said Crossing, it shall first secure in writing the consent and approval of Railway, and Licensee agrees that such changes shall be made at its sole risk, cost and expense, and subject to all the terms, covenants, conditions and limitations of this agreement.

14. Unless terminated as provided in Section 8 hereof this agreement shall continue in force and effect

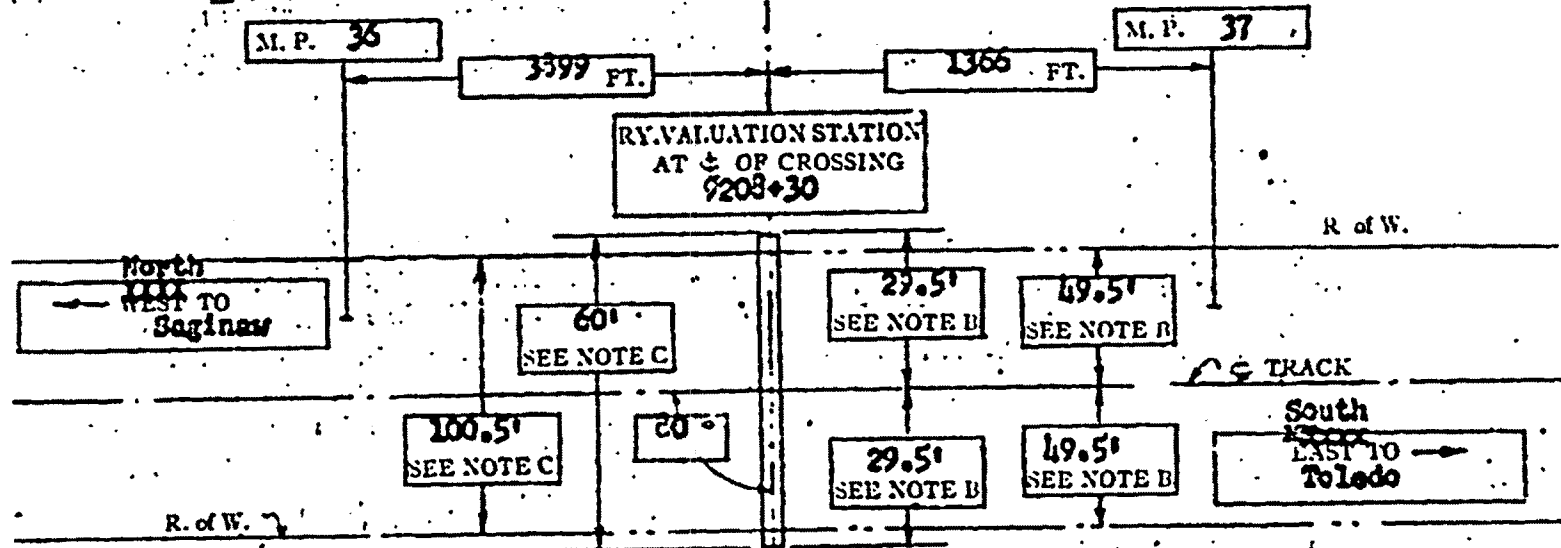
EXHIBIT A

Applicant (See Note A) Anthony Ragnone, County Drain Commissioner of the County of Genesee, Michigan Division, Flint Terminal Division Toledo Sub-Division at or near Flint

County of Genesee State of Michigan

Check one: ☐ Within confines public street or road.  
☒ Not within confines public street or road.

Old Mainline



	CARRIER PIPE	CASING PIPE	REMARKS
1 Inside diameter (inches)	48"	63"	
2 Outside diameter (inches)	58"	67"	
3 Outside diameter (inches) over joints	-	-	
4 Minimum wall thickness (inches)	5"	10 gauge	
5 Material (steel, wrought iron, or cast iron)	Concrete	Steel	
6 Classification or Specification & Grade	A.S.T.M. C-76 Class 5		#66" neutral Axis diameter
7 Minimum yield point (P.S.I.)		35,000	corrugated tunnel liner plates.
8 Manufacture (welded, seamless or cast).			
9 Test pressure (P.S.I.)			
10 Maximum operating pressure (P.S.I.) after placed in operation	non-pressurized		
11 Vents: Number <u>none</u> Size _____ Height above ground _____			
12 Seals: Both ends <u>X</u> One end _____			
13 Bury: Base of rail to top of casing <u>5</u> Feet <u>6</u> inches (minimum)			
14 Bury (not beneath tracks): Surface of right of way or bottom of ditches to top of casing _____ feet _____ inches (minimum)			
15 Method of installing: Boring or Jacking _____ Open cut _____ Tunneling <u>X</u>			

Note A: Furnish appropriate information if applicant is:

- (1) Corporation (a) State of Incorporation.  
(b) Correct corporate name.
- (2) Partnership (a) Names of all partners.  
(b) Name of business under which partners operate.
- (3) Individual (a) Full name.  
(b) Name of business under which individual operates.
- (4) Other: If applicant does not come under one of the above categories, furnish special data as deemed appropriate.

Note B: Measured at right angles from center line of track. In event of more than one track, to be measured at right angles from center line of track nearest end of casing.

Note C: Measured parallel to pipe line.

Y-16 1066

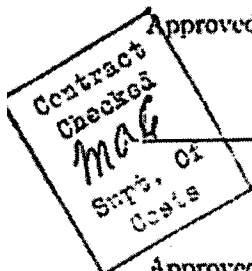
15. In the event this agreement shall be terminated as herein provided, or Licensee, in the judgment of Railway, shall have abandoned said Crossing, said Licensee shall, at its sole risk, cost, and expense, upon request of Railway so to do, remove said crossing from and across the right of way and premises aforesaid, and in the event of the failure or refusal of Licensee within thirty (30) days after receipt of such request to remove said Crossing, and restore and leave said right of way and premises in as good condition as before the installation of said Crossing, then and in that event Railway, without incurring any liability to Licensee, may, at its option, remove said Crossing. Licensee shall reimburse Railway for the entire cost and expense of such removal and restoration within thirty (30) days after receipt of Railway's bill. Railway's Engineer may permit said Crossing to be filled and compacted, purged and sealed, or otherwise retired in place.

16. This agreement shall be binding upon the successors and assigns of the Railway and upon the heirs, personal representatives, successors in office, successors and assigns of the Licensee, and shall not be assigned without the written consent of the Railway.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written, being executed by Drain Commissioner of said County pursuant to Section 431 of Chapter 18 of Act 40 of the Michigan Public Acts of 1956.

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY



By [Signature]  
Its General Manager

Approved:

[Signature]  
Superintendent  
[Signature]  
Chief Engineer

COUNTY DRAIN COMMISSIONER of the  
County of Genesee, Michigan  
Licensee

By [Signature]

RECORDED  
EX-100  
REGISTERED DEEDS  
JUL 21 6 58 AM '66  
GENESEE COUNTY  
FLINT, MICHIGAN

23005

[Signature]  
Drain Comm.  
Flint, Mich.

April 11, 1966

APR 21 1966

WHEREAS, due notice having been given to all persons interested as to the time and place of hearing in respect to the proposed action of this body to vacate and close:

That part of Grand Traverse Street as originally platted in Stockton's Vest Addition lying S'yly of the S'yly line of Kearsley Street and NE'yly of the following line: Beg. at a pt. on the W'yly line of Lot 10, Blk D. of sd. plat, 105 feet N'yly from SW cor. of sd. lot; th. NW'yly to the intersection of the W'yly line of sd. Grand Traverse Street with the SE'yly R.O.W. line of C & O Railroad,

in the City of Flint, Michigan.

AND WHEREAS, no persons interested having appeared or objected or filed valid objections to the vacation of the above described portion of said street, therefore be it

RESOLVED, that all that part of the same is hereby vacated and closed forever as a public street and the same is hereby placed on the assessment rolls for the purpose of taxation, except however that the City of Flint excepts and reserves the right to repair and maintain sewers, water mains, gas mains and underground utility conduit, cables and appurtenances presently installed in the portion of the above street herein vacated.

RESOLVED FURTHER, that a certified copy of this resolution be recorded in the office of the Auditor General of the State of Michigan and the Register of Deeds' office of Genesee County, Michigan.

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STATE OF MICHIGAN  
County of Genesee.

Lloyd S. Hendon

City Clerk of the City of Flint, having the custody of the records and proceedings of the City Commission

of said City, do hereby certify that I have compared the attached copy of Resolution adopted by the City Commission at its meeting held April 11, 1966

with the original now on file and of record in this office, and that such is a true and correct transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City, this

11th day of APRIL

A. D. 1966

*Lloyd S. Hendon*  
City Clerk

APR 21 1966

200 City Clerk's Office  
City Hall  
Flint

12367

RECORDED  
Clerk's Office  
APR 21 1966

Deed 1601

344

238

1474/238

# EASEMENT

WHEREAS Braden Distributing Company, Inc., is the owner of certain property described as:

That part of Lot 10, Block D of Stockton's Western Addition, according to the recorded plat thereof, lying South of Holman Street, except the South 88 feet thereof, City of Flint, Genesee County, Michigan, and

WHEREAS J. E. Burroughs, a single man, is the owner of certain property described as:

That part of Lot 9, Block D of Stockton's Western Addition lying South of the Southeasterly right-of-way line of the Pere Marquette Railway and North of the North line of vacated Holman Street, as platted, and

WHEREAS Holman Street has been vacated by an ordinance of the City Commission of the City of Flint according to statute in such case made and provided and according to the City Charter of the said City, and

WHEREAS the parties desire to continue the use of part of the said Holman Street as a private driveway;

NOW THEREFORE It is hereby agreed by and between the parties as follows:

## I.

Each party grants unto the other an easement over the following:

"That portion of Holman Street as vacated lying West of the East line of Lots 9 and 10, Block D of Stockton's Western Addition, according to the recorded plat thereof, City of Flint, Genesee County, State of Michigan"

for the purpose of ingress and egress of the parties hereto, their tenants and agents and all other persons lawfully coming onto the property of the parties hereto.

## II.

The said easement shall run with the land and shall be binding upon the heirs, legatees, devisees, assignees and successors in title of the parties hereto.

AUG 8 1962

DECD 1474

238

III

LAITE #239

It shall be the duty of J. E. Burroughs, his heirs, legatees, devisees, assignees and successors in title, to, at all times, keep and maintain the pavement on that portion of Holman Street described in paragraph I hereof in a good and useable state of repair.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 27<sup>th</sup> day of July, A. D. 1962.

Witness:

Braden Distributing Company, Inc.

Louis B. Tracy  
Louis B. Tracy

By Nathan D. Rosenbluth  
Nathan D. Rosenbluth

Sherrill J. Thompson  
Sherrill J. Thompson

Myron Winegrad  
Myron Winegrad

J. E. Burroughs  
J. E. Burroughs

Gloria M. Krupp  
Gloria M. Krupp

State of Michigan)

County of Genesee)

On this 27<sup>th</sup> day of July, A. D. 1962, before me a Notary Public in and for said County, appeared Nathan D. Rosenbluth, a single man, who, being by me duly sworn did say that he is the Sec. - Treas. of Braden Distributing Company, Inc., the corporation named in and which executed the within instrument and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Nathan D. Rosenbluth acknowledged said instrument to be the free act and deed of said corporation.

Louis B. Tracy  
Louis B. Tracy Notary Public  
Genesee County - State of Michigan  
My commission expires November 2, 1962

State of Michigan)

County of Genesee)

On this 27<sup>th</sup> day of July, A. D. 1962, before me personally appeared J. E. Burroughs, a single man, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

19485

Gloria M. Krupp  
Gloria M. Krupp - Notary Public  
Genesee County - State of Michigan  
My commission expires August 29, 1965

E

Tracy & Rosen  
1000 Beach St

DEED 1474

Felix A. Anderson

to

The Public

Instrument: Affidavit of Registered  
Surveyor As to the Proposed  
Route and Course of Genesee  
County, Michigan Sanitary  
Drain No. 1

Sworn to: November 3, 1960

Recorded: November 4, 1960

Deed Volume: 1422 , pages 651 to 664

State of Michigan - County of Genesee - ss.

Felix A. Anderson being duly sworn deposes and says:

1. That he is a duly registered surveyor of the State of Michigan.
2. That the Genesee County Michigan Sanitary Drain No. 1, the necessity for which was determined by a Board of Determination on the 14th day of September, 1960, a project to be constructed under Act #40 of the Public Acts of 1956 as amended, has been surveyed and laid out by, or under the direction of your affiant, and shall follow the course and route as described on the attached surveys unless such course shall be amended hereafter.
3. That the recording of this instrument shall in no way affect the rights of holders of lands hereinafter described until and if the holders thereof shall release rights of way across said lands or unless said rights of way shall be properly condemned in the absence of such releases by the owners.
4. That the purpose of recording this affidavit is to establish in the public records for the examination of all persons whose lands are affected and other interested parties, the proposed route and course of said Genesee County Michigan Sanitary Drain No. 1 until the same shall be amended, altered or added to by further public record.
5. That the attached surveys consisting of 13 pages are a part of this instrument.

Further deponent sayeth not.

Felix A. Anderson, Registered surveyor

Abstracter's Note: Here follows a lengthy metes and bounds description of route for Main Interceptor and for numerous Branches of said Sanitary Drain, which would apparently locate the proposed sewer across a portion of the captioned premises.

---

That the attached survey, consisting of 15 pages are a part of this instrument.

Further your deponent saith not.

Felix A. Anderson, Registered Surveyor

Sub and sworn to before NP 11-3-60.

Attached is the fol:

Main Interceptor  
Route of Drain

1160-2-BUI-FL-BU-GE\*RD

Beg at a pt in Supervisor's Plat No. 9, Sec 4, Flint Twp, 7-6, Genesee Co, Mich, sd pt being 1108 ft N and 1925 ft E of the SW cor of sd Sec, sd pt also being on ladd owned by the Genesee County Sewage Disposal District; th S. 43° 57' E. 1694 ft; th S. 45° 15' E. 150 ft to the N line of Sec 9; th into Sec 9 S. 45° 15' E. 783 ft to the W line of Sec 11, Indian Reservation of Eleven Section At and Near the Grand Traverse on Flint River; th into Sec 11, of sd Indian Reservation S. 45° 15' E. 639 ft; th S. 40° 51' E. 1326 ft; th S. 44° 51' E. 1358 ft; th S. 34° 43' E. 916 ft; th S. 55° 27' E. 852 ft; th S. 71° 38' E. 144 ft to the W line of Sec 10, Indian Reservation of 11 Sections At and Near Grand Traverse on Flint River, th into Sec 10, of sd Indian Reservation S. 71° 38' E. 147 ft; th S. 43° 42' E. 1010 ft; th S. 28° 47' W. 204 ft; th S. 61° 07' W. 338 ft; th S. 45° 54' W. 481 ft; th S. 34° 25' W. 468 ft; th N. 71° 10' W. 170 ft; th S. 32° 25' W. 533 ft; th S. 66° 13' W. 561 ft; th S. 69° 39' W. 684 ft; th S. 33° 57' W. 576 ft; th S. 56° 58' W. 512 ft; th N. 55° 17' W. 350 ft; th S. ~~34~~ 34° 13' W. 443 ft to the N line of Fractional Sec 16, Flint Twp and the centerline of Graham Road, th into S c 16 S. 34° 13' W. 171 ft; th N. 89° 09' W. 1169 ft; th N. 55° 55' W. 284 ft; th N. 85° 46' W. 659 ft; th S. 02° 38' W. 805 ft; th  
(over on page #2)

1422 651 to 664

S. 48° 12' E. 146 ft; th S. 05° 17' E. 318 ft; th S. 39° 40' E. 437 ft; th S. 09° 18' E. 913 ft; th S. 87° 04' E. 593 ft; th S. 03° 07' W. 691 ft to the centerline of Corunna Rd and the N line of Sec 21; th into Sec 21 S. 03° 07' W. 598 ft; th S. 86° 11' E. 1150 ft to the W line of Sec 22 and the centerline of Graham Rd; th into Sec 22 S. 86° 11' E. 22 ft; th S. 01° 18' W. 513 ft; th S. 03° 34' E. 438 ft; th S. 02° 47' E. 294 ft; th S. 03° 34' E. 850 ft; th S. 04° 50' E. 166 ft; th S. 01° 58' W. 769 ft; th S. 87° 18' E. 1250 ft; th S. 03° 03' W. 1711 ft to the centerline of Lennon Rd and the N line of Sec 27; th into Sec 27 S. 03° 03' W. 22 ft; th S. 03° 33' W. 757 ft; th S. 01° 26' W. 796 ft; th N. 89° 51' E. 807 ft; th N. 72° 53' E. 550 ft; th S. 88° 48' E. 2296 ft; th S. 16° 49' E. 975 ft to the W line of Sec 26 of Flint Twp; th into Sec 26 S. 13° 35' E. 214 ft; th S. 03° 15' W. 2826 ft; th S. 02° 37' W. 42 ft to the centerline of Bristol Rd and the N line of Sec 35; th into Sec 35 S. 02° 37' W. 287 ft; th S. 87° 38' E. 1865 ft; th N. 78° 56' E. 833 ft; th S. 88° 43' E. 1461 ft; th N. 01° 17' E. 47 ft to the centerline of Bristol Rd and the S line of Sec 26; th into Sec 26 N. 01° 17' E. 32 ft; th S. 87° 18' E. 1100 ft to the W line of Sec 25 and centerline of Van Slyke Rd; th into Sec 25 S. 87° 18' E. 254 ft; th S. 85° 41' E. 223 ft; th S. 87° 19' E. 2159 ft; th S. 86° 42' E. 1848 ft; th S. 84° 04' 02' W. 25 ft to the centerline of Bristol Rd and the N line of Sec 36; th into Sec 36 S. 04° 02' W. 258 ft; th S. 86° 36' E. 893 ft to the centerline of Fenton Rd and the W line of Sec 31 of Burton Twp, 7-7; th into Sec 31 S. 86° 36' E. 42 ft; th N. 04° 09' E. 44 ft; th S. 88° 20' E. 116 ft; th N. 05° 46' E. 200 ft; th S. 87° 43' E. 1968 ft; th S. 87° 28' E. 2249 ft; th N. 01° 42' E. 28 ft to centerline of Bristol Rd and the S line of Sec 30; th into Sec 30 N. 01° 42' E. 1067 ft; th S. 87° 46' E. 934 ft; th N. 82° 42' E. 85 ft to

(over)

the W line of Section 29; th into Section 29 N. 82° 42' E. 1024 ft; th  
 S. 87° 03' E. 613 ft; ~~th S. 87° 03' E. 613 ft~~ th S. 79° 48' E. 1550 ft;  
 th N. 60° 06' E. 282 ft; th N. 70° 46' E. 1232 ft; th S. 87° 14' E. 353 ft;  
 th N. 88° 07' E. 398 ft to the centerline of Dort Highway and the W line  
 of Section 28; th into Section ~~28~~ 28 N. 88° 07' E. 34 ft; th S. 87° 14'  
 E. 1214 ft; th N. 89° 02' E. 562 ft; th S. 87° 36' E. 1512 ft; th N. 02° 34'  
 E. 599 ft; th S. 87° 00' E. 627 ft; th N. 01° 49' E. 289 ft; th N. 00°  
 34' E. 564 ft; th N. 00° 28' E. 870 ft; th N. 00° ~~28~~ ~~E. 870 ft~~ ~~th N. 00° 28' E. 870 ft~~ 40'  
 W. 452 ft; th N. 22° 58' ~~E. W. 136 ft~~ th N. 12° 48' W. 311 ~~ft~~ ft; th N.  
 89° 25' W. 780 ft; th N. 00° 08' W. 300 ft; th N. 02° 17' W. 22 ft to the  
 centerline of Atherton Road and the S line of Section 21 Burton Twp;  
 th into Section 21 N. 02° 17' W. 843 ft; th S. 87° 43' W. 50 ft; th  
 N. 02° 10' E. 2157 ft; th N. 00° 36' E. 818 ft; th S. 89° 15' E. 2184  
 ft; th S. 87° 03' E. 34 ft to the centerline of Center Road and the W line  
 of Section 22; th into Section 22 S. 87° 03' E. 1103 ft; th N. 03° 35' W.  
 1519 ft to the centerline of Lippincott Road and the S line of Section 15,  
 Burton Twp; th into Section 15 N. 03° 35' W. 34 ft; th S. 87° 03' E. 1130  
 ft; th S. 86° 20' E. 395 ft; th N. 01° 57' E. 2825 ft; th N. 04° 25' E.  
 334 ft; th N. 02° 32' E. 334 ft; th N. 01° 47' E. 1758 ft; th S. 86° 55'  
 E. 221 ft; th N. 01° 28' E. 30 ft to the centerline of East Court Street and  
 the S line of Section 10, Burton Twp; th into Section 10 N. 01° 28'  
 E. 1613 ft; th N. ~~13~~ ~~47~~ W. 292 ft; th N. 20° 28' W. 402 ft; th N. 01°  
 18' E. 408 ft; th ~~xx~~ N. 01° 01' E. 1428 ft; th N. 01° 04' E. 1163 ft to  
 the centerline of Davison Road and the S line of Section 3, Burton Twp;  
 th into Section 3 N. 01° 04' E. 130 ft; th N. 01° 44' E. 5118 ft to the S  
 line of Section 34 of Genesee Twp, 8-7; th into Section 34 N. 01° 44' E.  
 1288 ft; th S. 88° 16' E. 2197 ft; th N. 00° 29' E. 73 ft; th N. 56° 23'  
 (over to Page #3)

14 22

651 to 664

E..198 ft; th S. 88° 16' E..242 ft to the W line of Section 35; th into Section 35 S..88° 16' E..15 ft; th N..05° 04' E..392 ft; th N. 07° 40' W. 230 ft to the E line of Section 34; th into Section 34, N. 07° 40' W. 72 ft; th N. 02° 16' W. 300 ft; th N. 01° 39' E. 2820 ft; th N. 01° 24' E. 22 ft to the S line of Section 27; th into Section 27 N. 01° 24' E. 1763 ft; th N. 48° 36' W. 50 ft; th N. 16° 24' E. 180 ft; th N. 01° 24' E. 683 ft; th N. 01° 27' E. 2680 ft to the S line of Section 22; th into Section 22 N. 01° 47' E. 5296 ft to the centerline of Coldwater Road and the S line of Section 15; th into Section 15 N. 01° 47' E. 30 ft to the upper-terminus of sd sanitary ~~interceptor~~ interceptor; sd point being 30 ft N and 30 ft W of the SE cor of Section 15, Genesee Twp, 8-7, Genesee County, Michigan.

1150-2-GEB-GB-RD

Stand. Blanc Branch  
Route of Drain

Beg. at a point, in the Main Interceptor, sd point being 210 ft S and 260 ft E of the NW cor of Section 31, Burton Twp, Genesee Co, Mich; th S. 69° 57' E. 588 ft; th S. 38° 00' E. 259 ft; th S. 32° 08' E. 637 ft; th S. 26° 21' E. 195 ft; th S. 02° 33' E. 1269 ft; th N. 88° 27' E. 400 ft; th S. 30° 33' E. 305 ft; th S. 50° 36' E. 311 ft; th S. 32° 09' W. 837 ft; th S. 05° 01' W. 1647 ft; th S. 09° 08' W. 412 ft; th S. 10° 30' E. 424 ft to the centerline of Maple Road and the N line of Section 6 of Grand Blanc Twp, 6-7, th into Section 6 S. 10° 30' E. 22 ft; th S. 16° 45' E. 422 ft; th

(over)

the upper terminus of sd sanitary branch, sd point being 495 ft N and 114 ft W of the center post of Section 15, Grand Blanc Twp, 6-7, Genesee Co, Michigan.

1150-2-GMB-GW-RD

Genesee Branch Sewer  
Route of Drain

Begin at a point on the Main Interceptor, sd point being 1800 ft N and 50 ft W of the SE cor of Section 27, Genesee Twp, 8-7, Genesee Co, Michigan; th N. 56° 43' E. 60 ft to the centerline of Genesee Road and the E line of Section 26; th into Section 26 N. 56° 43' E. 422 ft; th S. 81° 11' E. 1389 ft; th N. 48° 36' E. 896 ft; th S. 60° 43' E. 605 ft; th S. 89° 16' E. 192 ft; th N. 69° 20' E. 178 ft; th N. 53° 09' E. 360 ft; th N. 65° 06' E. 460 ft; th N. 85° 54' E. 196 ft; th S. 88° 26' E. 1068 ft to the centerline of Belsay Road and the ~~xxx~~ W line of Section 25; th into Section 25 S. 88° 26' E. 25 ft; th N. 02° 14' E. 1707 ft; th N. 76° 02' E. 419 ft; th N. 66° 05' E. 1038 ft; th N. 79° 02' E. 716 ft; th N. 70° 59' E. 542 ft to the S line of Section 24; th into Section 24 N. 70° 59' E. 27 ft; th N. 86° 34' E. 2678 ft to the upper-terminus of sd sanitary branch sewer, sd point being 15 ft N and 15 ft W of the SE cor of Section 24, Genesee Twp, 8-7, Genesee County, Michigan.

Mundy Branch Sewer  
Route of Drain

1150-2-MUB-RD

(over)

beg. at a point on the Swartz Creek Branch Sewer, sd point being 310 ft S and 22 ft W of the NE cor of Section 32, Flint Twp, 7-6, Genesee Co, Mich; th S. 04° 40' E. 330 ft; th S. 05° 53' E. 330 ft; th S. 02° 53' E. 175 ft; th S. 04° 12' W. 170 ft; th S. 02° 11' E. 170 ft; th S. 02° 56' E. 1576 ft; th S. 03° 00' E. 1512 ft; th S. 01° 49' E. 540 ft to the centerline of Maple Road and the N line of Section 5, Mundy Twp, 6-6; th into Section 5 S. 01° 49' E. 448 ft; th S. 03° 36' E. 1304 ft; th S. 05° ~~42~~ 42' E. 326 ft; th S. 03° 36' W. 655 ft; th S. 03° 12' E. 2688 ft to the centerline of Hill Road and the N line of Section 8, Mundy Twp; th into Section 8 S. 03° 12' E. 22 ft; th S. 00° 21' E. 241 ft; th S. 03° 12' E. 244 ft; th S. 05° 26' E. 307 ft; th S. 03° 28' E. 1848 ft; th S. 03° 29' E. 1594 ft; th S. 01° 29' E. 275 ft; th S. 03° 29' E. ~~2032~~ 808 ft to the centerline of Reid Road and the N line of Section 17; th into Section 17 S. 03° 29' E. 22 ft; th S. 05° 46' E. 302 ft; th S. 03° 36' E. 1812 ft; th S. 01° 23' E. 303 ft; th S. 06° 24' E. 246 ft; th S. 03° 37' E. 2664 ft to the centerline of Grand Blaine Road and the N line of Section 20, ~~Kindy~~ Mundy Twp; th into Section 20 S. 03° 37' E. 22 ft to the upper ~~terminus~~ terminus of sd sanitary branch sewer, sd point being 12 ft S and 22 ft W of the NE cor Section 20, Mundy Twp, 6-6, Genesee County, Michigan.

1150-2-MMB-FL-MM-RD

Mt. Morris Branch  
Route of Drain

Beg at a point in Supervisor's Plat No. 9, in Section 4, Flint Twp, 7-6, Genesee Co, Mich, sd point being 1108 ft N and 1925 ft E of the SW cor of sd Section, sd point also being on land owned by the Genesee Co Sewage Disposal District; th N. 54° 39' W. 541 ft; th N. 07° 27' W. 1223 ft; th  
(over to Page #5)

651  
to  
1422 664

N. 11° 33' E. 321 ft; th N. ~~81°~~ 81° 33' W. 654 ft; th N. 33° 45' W. 1486 ft; th N. 06° 21' W. 903 ft to the centerline of Pasadena Ave and the S line of Section 32, Mt. Morris Twp, 8-6; th into Section 32 N. 06° 21' W. 22 ft; th N. 87° 17' E. 164 ft; th N. 02° 43' W. 2781 ft; th N. 02° 46' W. 491 ft; th N. 66° 30' E. 22 ft to the centerline of Linden Road and the W line of Section 33; th into Section 33 N. 36° 30' E. 715 ft; th N. 02° 25' W. 1845 ft; th N. 37° 27' E. 1048 ft; th S. 86° 17' E. 642 ft; th N. 87° 07' E. 772 ft; th N. 76° 59' E. 585 ft; th N. 87° 13' E. 1742 ft; th N. 87° 59' E. 39 ft to the centerline of Jennin's Road and the W line of Section ~~33~~ 34; th into Section 34 N. 87° 59' E. 1313 ft to the upper-terminus of sd sanitary sewer branch; sd point being 34 ft S and 1313 ft E of the NW cor of Section 34, Mt. Morris Twp, 8-6, Genesee Co, Michigan.

1150-2-SCB-RD

Swartz Creek Branch  
Route of Drain

Beg at a point on the Main Interceptor, sd point being 1570 ft S and 1370 ft W of the N 1/4 post of Section 27, Flint Twp, 7-6, Genesee Co, Michigan; th S. 19° 43' ~~W~~ W. 596 ft; th S. 07° 00' W. 328 ft; th S. 34° 04' W. 252 ft; th S. 34° 28' W. 164 ft; th N. 86° 40' W. 664 ft to the E line of Section 28; th into Section 28 N. 86° 40' W. 206 ft; th N. 77° 57' W. 93 ft; th N. 78° 22' W. 432 ft; th S. 66° 29' W. 551 ft; th S. 82° 24' W. 899 ft; th S. 82° 31' W. 359 ft; th S. 10° 28' W. 944 ft; th S. 80° 48' W. 614 ft; th N. 75° 08' W. 467 ft; th S. ~~81°~~ 81° 04' W. 464 ft; th S. 36° 46' W. 464 ft;  
(over)

S. 10° 14' W. 43 ft; th S. 48° 07' W. 357 ft; th S. 76° 49' W. 689 ft to the centerline of Linden Road and the E line of Section 32; th into Section 32 S. 76° 49' W. 22 ft; th S. 89° 13' W. 375 ft; th N. 61° 29' W. 751 ft; th N. 71° 44' W. 721 ft; to the S line of Section 29; th into Section 29 N. 71° 44' W. 17 ft; th N. 75° 52' W. 362 ft; th S. 77° 49' W. 299 ft to the N line of Section 32, th into Section 32 S. 77° 49' W. 243 ft to the East limits of the City of Swartz Creek; th S. 77° 49' W. 45 ft; th N. 82° 10' W. 301 ft; th S. 81° 45' W. 499 ft; th S. 60° 34' W. 1135 ft; th S. 68° 27' W. 672 ft; th S. 83° 47' W. 1550 ft; th S. 49° 46' W. 440 ft; th S. 65° 51' W. 869 ft; th S. 79° 06' W. 832 ft; th S. 67° 48' W. 955 ft; th S. 45° 53' W. 760 ft; th S. 78° 53' W. 292 ft; th S. 48° 11' W. 669 ft; th S. 02° 59' W. and parallel to Elms Road 225 ft; th S. 63° 15' W. 2405 ft; th S. 58° 10' W. 853 ft; th S. 66° 14' W. 925 ft; th N. ~~87° 19' W. 784 ft~~ 87° 19' W. 784 ft; th N. 87° 29' W. 1149 ft; th S. 02° 31' W. and parallel to Morrish Road 400 ft; th S. 80° 06' W. 1572 ft; th S. 83° 01' W. 1055 ft; th S. 60° 51' W. 1035 ft to the upper-terminus of sd sanitary branch, sd point being 820 ft W and 2110 ft S of the N 1/4 ~~xxx~~ cor, Section 2-6-5, Gaines Twp, Genesee Co, ~~Michigan~~ Michigan.

Davison Branch  
Route of Drain

1150-2-DAB-RD

Beg at a point in the Main Interceptor, sd point being 2515 ft W and ~~1980~~ 1980 ft N of the SE cor of Section 10, Burton Twp, ~~Genesee Co, Michigan~~ 7-7, Genesee Co, Michigan; th S. 79° 00' E. 350 ft; th S. 67° 07' E. 219 ft; th S. 44° 01' E. 686 ft; th S. 62° 11' E. 709 ft; th N. 77° 10' E. ~~880~~ 860 ft f to  
(over to Page #6)

1422 651 to 664

the centerline of Genesee Road and W line of Section 11; th into Section 11 N. 77° 10' E. 197 ft; th S. 88° 20' E. 397 ft; th N. 77° 44' E. 632 ft; th S. 72° 10' E. 436 ft; th S. 67° 28' E. 693 ft; th S. 76° 09' E. 864 ft; th S. 47° 51' E. 538 ft; th S. 79° 31' E. 367 ft; th S. 43° 21' E. 437 ft; th S. 08° 53' E. 224 ft; th ~~xx~~ S. 88° 40' E. 1033 ft; th N. 89° 50' E. 22 ft to the centerline of Belsay Road ~~xx~~ to the W line of Section 12; th into Section 12 N. 89° 50' E. 316 ft; th S. 88° 18' E. 674 ft; th N. 01° 40' E. 880 ft; th S. 88° 20' E. 1200 ft; th S. 02° 27' W. 269 ft; th S. 86° 00' E. ~~859~~ 859 ft; th S. 09° 20' W. 585 ft; th S. 86° 40' E. parallel to the centerline of East Court Street 2272 ft; th S. 56° 09' E. 26 ft to the centerline of Vassar Road and the W line of Section 7 of Davison Twp, 7-8, th into Section 7 S. 56° 09' E. 29 ft; th S. 88° 39' E. parallel to the centerline of East Court Street 1163 ft; th S. 88° 50' E. 1174 ft; th N. 00° 59' E. 958 ft; th S. 87° 11' E. 494 ft; th S. 73° 09' E. 574 ft; th N. ~~74~~ 74° 58' E. 481 ft; th N. ~~54~~ 54° 05' E. 897 ft; th N. 65° 15' E. 509 ft; th N. 56° 31' E. 42 ft to the centerline of Irish Road and the W line of Section 8; th into Section 8 N. 56° 31' E. 817 ft; th N. 32° 46' E. 391 ft; th S. 88° 35' E. 945 ft; th S. 52° 17' E. 529 ft; th N. 85° 53' E. 907 ft; th N. 60° 59' E. 564 ft; th S. 88° 28' E. 1313 ft; th N. 88° 57' E. 30 ft to the centerline of Gale Road and the W line of Section 9; th into Section 9 N. 88° 57' E. 624 ft; th S. 88° 20' E. 2462 ft to the W line of the City of Davison; th into the City of Davison S. 88° 20' E. 899 ft to the upper-terminus of sd sanitary branch, sd point being 2800 ft N and 1090 ft W of the SE cor of  
(over)

Section 9, Davison Twp, 7-8, Genesee County, Michigan.

(Mailed to Drain Office, 919 Beach Office, Att. Mr. O'Brien~~xx~~).

1422 651 to 664

City Commission of the City of Flint  
to  
The Public

WHEREAS, due notice having been given to all persons interested as to the time and place of hearing in respect to the proposed ~~xxx~~ action of this body to vacate and close

Alley in Blk 22, River Add to Fairview/Holman Street from Grand Traverse to Kearsley St.

in the City of Flint, Michigan.

AND ~~XXXX~~ WHEREAS, no persons interested having appeared or objected or filed valid objections to the vacation of the above des portions of sd street and alley, therefore be it

RESOLVED, ~~2~~ that all those parts of the same are hereby vacated and closed forever as public streets and alleys and the same are hereby placed on the assessment rolls for the purpose of taxation; except however that the City of Flint excepts and reserves the right to maintain existing electric pole and wire line in the portion of Holman Street herein vacated.

RESOLVED FURTHER, that a certified ~~x~~ copy of this resolution be ~~xxx~~ rec in the office of the Auditor General of the State of Mich and the Register of ~~2~~ Deeds' Office of Genesee County, Michigan.

Attached is cert of Lloyd S. Hendon, City Clerk of the City of Flint, having the custody of the records and proceedings of the City Commission of sd City, dated 6-14-60, that the attached copy of resolution adopted 6-13-60, is a true copy. (Seal)

*Set 1 and  
5-30 Blk 22  
River Add to Fairview  
Set 3, 5, 7, 9, 10 of Blk D  
of Holman St add*

2-15887

Release of 10-8-57  
Rt of Way

7-3-58

\$1.00

1348 - 146, 147

National Container Corporation of Toledo, Ohio, an Ohio corp, duly authorized to do business in the State of Mich, by F. W. Wallis, Vice Pres and Daniel Brochin, Asst. Secy (Corp seal)

to

City of Flint, Michigan, a municipal corporation

Does, grant, bargain, sell, remise, release and forever Quit-Claim unto the ad pty of the second part, and to its successors and assigns, Forever, all its rt of ingress and egress by motor vehicle or attached vehicular equipment across that portion of the Way street line of Grand Traverse Street, Flint, Mich, which is common to and contiguous with the Ely lot line of the fol des prem situated in the City of Flint, County of Genesee and State of Michigan, to-wit:

A part of Blk C of Stockton's West Addition, acc to the rec plat thf, and a part of Sec 8 of Smith's Reservation, so-called, more particularly des as beg at a pt on the Sly Street line of West Kearsley Street which is S 60° 40' W a distance of 663.0 ft from the intersection of sd Sly street line of West Kearsley Street with the Way street line of Grand Traverse St, as platted in the City of Flint, Mich; th S 29° 18' 30" E a distance of 76.96 ft to a pt; th N 60° 58' E for a distance of 41.25 ft to a pt; th N 71° 51' E for a distance of 46.61 ft to a pt; th N 66° 56' E a distance of 43.1 ft to a pt; th N 60° 40' E a distance of 300.45 ft to a pt; th N 55° 37' 30" E a distance of 67.0 ft to a pt; th N 46° 25' E a distance of 35.6 ft; th N 69° 06' W 99.17 ft to the Sly line of W Kearsley St; th S 60° 40' W 426.0 ft to

16  
Sec. 8 Res.  
also  
Lots 5, 7 + 9  
Block "C"  
Stockton's West

NP Lucas Co Ohio (Seal)

1348

146

(Mailed to City Atty. Office City Hall)

2-15887

Release of 10-8-57  
Rt of Way

7-3-58

\$1.00

1348 - 146, 147

National Container Corporation of Toledo, Ohio, an Ohio corp, duly authorized to do business in the State of Mich, by F. W. Wallis, Vice Pres and Daniel Brochin, Asst. Secy (Corp seal)

to

City of Flint, Michigan, a municipal corporation

Does, grant, bargain, sell, remise, release and forever Quit-Claim unto the sd pty of the second part, and to its successors and assigns, Forever, all its rt of ingress and egress by motor vehicle or attached vehicular equipment across that portion of the Wly street line of Grand Traverse Street, Flint, Mich, which is common to and contiguous with the Ely lot line of the fol des prem situated in the City of Flint, County of Genesee and State of Michigan, to-wit;

*16*  
*Sec. 8 Res.*  
*also*  
*Lots 5, 7 + 9*  
*Block "C"*  
*Stockton's West*  
A part of Blk C of Stockton's West Addition, acc to the rec plat thf, and a part of Sec 8 of Smith's Reservation, so-called, more particularly des as beg at a pt on the Ely Street line of West Kearsley Street which is S 60° 40' W a distance of 663.0 ft from the intersection of sd Ely street line of West Kearsley Street with the Wly street line of Grand Traverse St, as platted in the City of Flint, Mich; th S 29° 18' 30" E a distance of 76.96 ft to a pt; th N 60° 38' E for a distance of 41.25 ft to a pt; th N 71° 51' E for a distance of 46.61 ft to a pt; th N 66° 56' E a distance of 43.1 ft to a pt; th N 60° 40' E a distance of 300.45 ft to a pt; th N 55° 37' 30" E a distance of 67.0 ft to a pt; th N 46° 25' E a distance of 35.6 ft; th N 69° 06' W 99.17 ft to the Ely line of W Kearsley St; th S 60° 40' W 146.0 ft to

NP Lucas Co Ohio (Seal)

1348

146

(Mailed to City Atty. Office City Hall)

City Commission of the City of Flint  
to  
The Public

Whereas, due notice having been given to all persons interested as to the time and place of hearing in respect to the proposed action of this body to vacate and close

*Lots 5-7+9  
Blk C of  
Stockton's West  
Parcels 3-16  
Sec 8, Res.* the Sly. 23 ft. of Kearsley St. from a line 195 ft. Wly of and parl to the Ely. line of lot 1, Blk C, Stockton's West addition, to a line 665 ft. W of and parl to sd Ely. line of lot 1, all as platted in Stockton's West Addition

the alley dedicated in the plat of Mannhall Park #2 adjoining lots 398 and 399 of sd plat, from the extension of the E line of Johnson Ave. to the W line of Ballenger Hwy., sd W line being defined as a line 40 ft. W of and parl to the W line of Rogers Ave. as shown on sd plat

And Whereas, no persons interested having appeared or objected or filed valid objections to the vacation of the above des portions of sd street and alley, therefore ~~huit~~ be it

~~Resolved~~ Resolved, that all that part of the same are hereby vacated and closed forever as public street or alley and the same are hereby placed on the assessment rolls for the ~~purpose~~ purpose of taxation.

Resolved Further, that a certified copy of this resolution be recorded in the office of the Auditor General of the State of Mich and the Reg of  
(over)

Deeds' office of Genesee Co, Mich.

Attached is cert of Harry K. Cull, City Clerk of the City of Flint, having the custody of the records and proceedings of the City Commission of said City, dated 5-20-58, that the attached copy of a resolution adopted at the City Commission meeting of 5-19-58, is a true copy. (Seal)

1343  
516

1323  
358

1323  
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1323  
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1323  
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358

Board of Directors on Associated Grocers of Eastern Michigan, Inc.,  
A Mich Corp.  
to  
The Public

1323-360

I, Kenneth P. Fox, Secy of Associated Grocers of Eastern Michigan, Inc., a corporation created and existing under the laws of the State of Mich, hereby certify that at a duly convened meeting of the Board of Directors of sd Associated Grocers of Eastern Michigan, Inc., held on the 9-3-57, at Flint, Mich, the fol resolution was adopted:

Resolved, that Harold McKay, Pres of this corporation, and Kenneth P. Fox, its Secy, be and they are hereby authorized, empowered, and directed to sell to National Container Corporation, an Ohio corporation, and for such consideration as they may deem to be fair and reasonable and ~~expedient~~ expedient to the ints of this corporation, and also upon such terms as they may consider advisable:

A part ~~sh~~ of Blk 3 of Stockton's ~~xxxxx~~ West Add, acc to the rec plat thf, and a part of Sec 8 of Smith's Reservation, so-called, more particularly des as beg at a pt on the Sly street line of W Kearsley St which is S 30° 40' W a distance of 663.0 ft from the intersection of sd Sly street line of W Kearsley St with the Wly street line of Grand Traverse St, as platted in the City of Flint, Mich; th S 29° 18' 30" E a distance of 76.96 ft to a pt;

(over)

# the fol des real est for this corporation  
Pw 16  
Sec 8 R.  
Lot 7, 9  
Bldg C

th N 60° 38' E for a distance of 41.25 ft to a pt; th N 71° 51' E for a distance of 46.61 ft to a pt; th N 66° 56' E a distance of 43.1 ft to a pt; th N 60° 40' E a distance of 300.45 ft to a pt; th N 55° 37' 30" E a distance of 67.0 ft to a pt; th N 46° 25' E a distance of 35.6 ft; th N 69° 06' W 99.17 ft to the Sly line of W Kearsley St; th S 60° 40' W 468.0 ft to the p o b, all in the City of Flint, Genesee Co, Mich.

1323-300

And It Is Further Resolved, that sd Harold McKay, Pres of this corporation and Kenneth P. Fox, its Secy, be and they are hereby authorized, empowered and directed to execute for and on behalf of this corporation the appropriate warranty deed and all other documents deemed necessary to effectuate properly and to transfer the conveyance of the aforesaid real est, and all improvements thereon, in conformity with the statutes of the State of Mich relating to conveyance and transfer of real est in sd state; and further, sd Secy is authorized and directed to affix the seal of this corporation to sd warranty deed and ~~other~~ other documents in conformity with the terms of this Resolution.

I further certify that sd Resolutions do not in any respect conflict with or contravene the By-laws of sd Associated Grocers of Eastern Michigan, Inc., and that sd Resolutions have not been in any way altered, amended or rescinded, and are now in full force and effect, unrevoked and unrescinded as of this date.

In Witness Whereof, I have hereunto set my hand and the seal of sd corporation on this 9-3-57. Kenneth P. Fox, Secy

30-2452

Rt of way

6-25-54

8-31-54

Bl.

1212 - 32, 33

Associated Grocers of Eastern Michigan, Inc., by U. J. Kennedy, Pres.  
 Attached by Chester W. Smith, Secy (Corp seal)  
 to

Consumers Power Company, a Maine corp, authorized to do business in Mich,  
 at 212 W Michigan Ave, Jackson, Mich

Grant and Convey to the pty of the second part, its successors and assigns,  
 the easement and rt to erect and maintain guy wires and anchor on, over and  
 across the fol des parcel of land in the City of Flint, Co of Genesee, and  
 State of Mich, to-wit:

Part of Sec 8 of Smith's Reservation, so-called, and a part of Blk C of  
 Stockton's West Addition, des as fol: Beg at the intersection of the Sly  
 line of W Kearsley St with the Wly line of Grand Traverse St; th S 60 deg  
 40 min W on and along the Sly line of W Kearsley St, a distance of 663.0 ft;  
 th S 29 deg 23 min E a distance of 76.9 ft; th N 60 deg 28 min E a distance  
 of 46.6 ft; th N 66 deg 52 min E a distance of 42.8 ft; th N 60 deg 37 min  
 E a distance of 300.4 ft; th N 55 deg 30 min E a distance of 66.8 ft; th N  
 46 deg 20 min E a distance of 67.4 ft; th N 35 deg 11 min E a distance of  
 111.4 ft to the Wly line of Grand Traverse St; th N 29 deg 23 min W on and  
 along sd Wly line of Grand Traverse St a distance of 20.5 ft to the p o b;  
 containing 1.2 acres, m o l, except therefrom that part of sd parcel conveyed  
 to the City of Flint and des as beg at the intersec of the Sly line of W  
 Kearsley St and the Wly line of Grand Traverse St, th S 29 deg 23 min E 20.5

16  
 Sec 8 Res.

1212 - 32

ft; th S 35 deg 11 min W 111.4 ft; th S 46 deg 20 min W 32 ft; th Nly to a pt 195 ft S 60 deg 40 min W along the Sly line of W Kearsley St, from the pt of beg; th N 60 deg 40 min W along sd Sly line of W Kearsley St, 195 ft, to the o o b.

The route to be taken by sd guy wires and anchor across sd land being more specifically des as fol:

Second pty may locate guy wires to run in a Nly and Sly direction along and adjoining and not more than 5 ft from the Ely wall of the warehouse bldg now located on sd above des land and anchor same in the ground at a pt not more than 28 ft Sly of the S line of Kearsley St. All concrete and ~~kit~~ tile to be replaced by second pty.

With full rt and authority to the pty of the second part, its successors and assigns, and its and their agents and empl yees, to enter at all times upon sd prem for the purpose of constructing, repairing, removing, replacing, and maintaining such guy wires and anchor.

After 5 yrs from the date hereon this easement may be terminated 90 days after a written notice is delivered to either pty by the other pty.

NP (seal)

1212  
32

1212  
32

NOTICE OF CLAIM OF INTEREST IN LAND  
PURSUANT TO ACT NO. 200 OF THE PUBLIC  
ACTS OF 1945 OF MICHIGAN AS AMENDED

1013 309

TO WHOM IT MAY CONCERN:

Take Notice that THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, claims title to those certain pieces or parcels of land, situate and being in the County of GENESSEE, and State of Michigan, described as follows:

In the Township of Burton

A strip of land six rods wide across the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section number Twenty nine (29), Town number Seven (7) North, of Range number Seven (7) East, as conveyed by Ovid Hemphill and wife to Flint and Holly Rail Road Company by deed dated April 25, 1864, recorded in Liber 49 of Deeds on Page 220, Genesee County, Michigan, records.

A strip of land six rods wide across the northeast part of the Southwest quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section number Twenty nine (29), Town number Seven (7) North, of Range Seven (7) East, containing one and 37/100 acres, be the same more or less, as conveyed by Jesse Whitcomb and wife to Flint and Holly Rail Road Company by deed dated February 10, 1864, recorded in Liber 49 of Deeds, on Page 149, Genesee County, Michigan, records.

A strip of land six rods wide across the Northwest quarter of the Northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Twenty nine (29) and across the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Thirty (30), all in Town number Seven (7) North of Range Seven (7) East, and containing four and 35/100 acres be the same more or less, as conveyed by Edward H. Thomson and Sarah T. Thomson to the Flint and Holly Rail Road Company by deed dated May 19, 1864, recorded in Liber 49 of Deeds, on page 293, Genesee County, Michigan, records.

A strip of land six rods wide across the south part of the South half of the Southeast quarter of Section number Nineteen (19) in Township number Seven (7) North, of Range Seven (7) East, containing two and twenty-two one hundredths (2.22) acres of land, be the same more or less, as conveyed by Leonard Tesson and wife to the Flint and Holly Rail Road Company by deed dated May 23, 1864, recorded in Liber 49 of Deeds, on Page 291, Genesee County, Michigan, records.

A part of Southeast quarter (SE $\frac{1}{4}$ ) of Southeast quarter (SE $\frac{1}{4}$ ) of Section Nineteen (19) in Town Seven (7) North of Range Seven (7) East, bounded as follows, to-wit: Commencing where the East side of old Plank Road is intersected by the Northerly line of the right of way of Pere Marquette Railroad, and run Northerly along the east side of said Road Two hundred and sixty-nine (269) feet; thence South forty-seven degrees and eighteen minutes East (S 47°18'E) Six Hundred and twenty (620) feet to the Burton Cemetery; thence South on Cemetery line Thirty four (34) feet to north line of highway; thence

LIBER 1013 PAGE 400

LIBER 1013 PAGE 400

LIBER 1013 PAGE 400

In the Township of Burton (continued)

West on north line of highway One hundred seventy-five and four-tenths feet to the right of way of Pere Marquette Railroad; and thence Northeasterly along said right of way line to place of beginning, containing 1.64 acres of land. ALSO a triangular parcel in said Southeast quarter of Southeast quarter, bounded southwesterly by the right of way of said Railroad; North by land of Ballard; and easterly by the old Plank road above referred to, containing One and 7/100 acres of land.

A part of the south half of Southeast quarter (SE $\frac{1}{4}$ ) of Section Nineteen (19) in Town Seven (7) North of Range Seven (7) East, bounded as follows, to-wit: Commence where the northeasterly line of the right of way of the Pere Marquette Railroad intersects the boundary line between the lands of first parties and lands of second party known as the Gravel Pit, and run east on said boundary line two hundred twenty-two and one-half (222 $\frac{1}{2}$ ) feet; thence south forty-seven degrees and eighteen minutes east (S 47° 18' E) one thousand (1000) feet to the boundary line between lands of first party and lands at Atwood; thence westerly on said boundary line to the northeasterly line of the right of way of said railroad; and thence northwesterly along the northeasterly line of said right of way to place of beginning, containing 5-87/100 acres of land, as conveyed by Pierre H. Ballard and wife to Pere Marquette Railroad Company by deed dated February 18, 1902, recorded in Liber 108 of Deeds, on page 344, Genesee County, Michigan, records.

A strip of land six rods wide across the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section number Nineteen (19) in Township number Seven (7) North, of Range number Seven (7) East, containing two and 96/100 acres of land, be the same more or less, as conveyed by John L. Gage and wife, to the Flint and Holly Railroad Company, by deed dated March 18, 1864, recorded in Liber 49 of Deeds, on Page 162, Genesee County, Michigan, records.

A strip of land six rods wide across the north part of the South half (S $\frac{1}{2}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section number Nineteen (19) in Township number Seven (7) North, of Range number Seven (7) East, containing two and 12/100 acres of land, be the same more or less, as conveyed by Charles C. Hall and Eunice M. Hall, to the Flint and Holly Rail Road Company by deed dated April 16, 1864, recorded in Liber 49 of Deeds, on Page 212, Genesee County, Michigan, records.

In the City of Flint

All that certain piece or parcel of land, being parts of Lots One, Two, Four and Six in Block One in the Village of Flint, according to the recorded plat of said Village, now in the City of Flint, Genesee County, Michigan, and being a strip of land forty feet wide, on the northwesterly side of the center line of the route of the railroad constructed by the Flint and Pere Marquette Railway Company across said Block, as surveyed and located, according to a map thereof on file in the office of the Register of Deeds for the County of Genesee, and embracing all the land in said Lots in said Block One, within forty feet of said center line of said Rail

In the City of Flint (continued)

Company by deed dated November 8, 1865, recorded in Liber 56 of Deeds, on Page 590, Genesee County, Michigan, records.

Commence where the center line of the Flint and Pere Marquette Railroad intersects the South line of Mearsley Street, and run thence South twenty six degrees and twelve minutes East ( $S 26^{\circ}12' E$ ) along said center line Seven hundred and forty-nine (749) feet to a point; thence Easterly at right angles to said center line Fifty (50) feet, which point is taken as the place of beginning; from thence run South twenty six degrees and twelve minutes East ( $S 26^{\circ}12' E$ ) parallel with said center line and fifty (50) feet distant Easterly therefrom Four hundred thirty eight and  $\frac{4}{10}$  feet; thence South twenty four degrees and twelve minutes East ( $S 24^{\circ}12' E$ ) Seventy eight and  $\frac{3}{10}$  feet to the intersection of the northerly line of Second Street; thence North sixty degrees and forty minutes East ( $N 60^{\circ}40' E$ ) along the Northerly line of Second Street Three hundred sixty two and  $\frac{1}{10}$  feet; thence North seventeen degrees and sixteen minutes East ( $N 17^{\circ}16' E$ ) Three hundred and one and  $\frac{3}{10}$  feet to place of beginning, containing one and one quarter acres of land, more or less.

ALSO commencing at the northeast corner of the above described parcel and run South seventeen degrees and sixteen minutes East ( $S 17^{\circ}16' E$ ) to a point which shall be thirty four (34) feet southeasterly from the right of way of said railroad measured at right angles from said right of way; from thence run Northerly to the westerly line of Ann Arbor Street at a point where it crosses the easterly line of the Elevator switch; thence Westerly along Ann Arbor Street to the Easterly line of the right of way aforesaid; and thence along the Easterly line of the right of way to the place of beginning, as conveyed by Maria G. Stockton to the Flint and Pere Marquette Railroad Company, by deed dated January 9, 1885, recorded in Liber 91 of Deeds, on Page 535, Genesee County, Michigan, records.

Lot One (1), the East half of Lots Five (5), Seven (7), Nine (9) and Eleven (11); Lot Eighteen (18), Lot Nineteen (19), Lot Twenty (20) and Lot Twenty one (21), except two (2) rods off the southwest corner of Lot Twenty one (21), All in Block Two (2), Village of West Flint, according to the recorded plat thereof.

A parcel of land bounded north by Mary Street; East by the right of way of Pere Marquette Railroad; South by Lot Seven (7) of Block Three (3) of Alex McFarlane Addition to City of Flint; and West by a line parallel with and Thirty (30) feet distant Westerly from the Westerly line of said right of way of Pere Marquette Railroad.

Commencing at the Northeast corner of Union and Beach Streets; and running from thence Easterly on the north line of Union Street to the west line of land formerly owned by Cash and Hazelton; thence Northerly on west line of said land formerly owned by Cash and Hazelton and continuing in the same direction to the south line of the Pere Marquette Railway's land; thence Southwesterly along the south line of said Railway's land to the East line of Beach Street; thence Southerly along the east line of Beach Street to place of beginning. Being a part of Lot Eight (8) of Block One (1) of the Village (now City) of Flint according to the recorded plat thereof and being same lands as described in Deed Vol. 75, Page 124 and Vol. 75, Page 126.

In the Township of Genesee

Lot number Four in Block number Seven (7) in Village of Genesee, as per Plat recorded in the Office of Register of Deeds for Genesee County, it being four (4) rods on Main Street and Eight (8) rods deep. ALSO Lot number Three (3) in Block number Seven (7) same plat as above mentioned, being same size as said Lot number Four (4).

A strip of land on the line of road established (as per map and survey on file in Register's office in said Genesee County) by the said party of the second part for the line of its Railroad over and across the lands of the said parties of the first part described as follows - "Lots number One and Two in Block Seven, and Lots number One and Three in Block Eight (8) as per plat of Geneseeville on file in Register's office in said County, being all the lands owned by said first parties lying North of the center line of said railroad through said lots and thirty feet south of said line through Lots number One and Three, Block Eight, on which is dwelling house, and all of lots number One and Two on the south side of said center line, being the entire Lots One and Two," as conveyed by Stephen Olin and Phidolia Olin, his wife, to Flint River Railroad Company by deed dated May 23, 1872, recorded in Liber 82 of Deeds, on Page 406, Genesee County, Michigan, records.

commencing at a point in the north and south quarter line of Section Seven (7) in Township Eight (8) North, of Range Seven (7) East, which point is distant eight hundred forty one and one-half (841½) feet South from the north quarter post of said Section; running thence South eighty seven degrees and nine minutes West (S 87° 9' W) along the south line of Hart's Addition to the Village of Dorset Morris, thirteen hundred forty and eight tenths (1340.8) feet to the east line of Church Street in said Village; thence South One degree and thirty three minutes East (S 1° 33' E) along said east line of Church Street twenty eight and two-tenths (28.2) feet to the easterly line of the Flint and Pere Marquette Railway; thence Southeasterly parallel with the center line of said Railway and distant forty nine and one-half (49½) feet therefrom thirteen hundred ninety nine and eight-tenths (1399.8) feet to the north line of Christopher Hughes' land; thence North eighty six degrees and fifty minutes East (N 86° 50' E) along said Hughes' north line four hundred sixty and three-tenths (460.3) feet to said North and South quarter line; thence North two degrees and forty minutes West (N 2° 40' W) along said quarter line eleven hundred twelve and eight-tenths (1112.8) feet to the place of beginning, containing twenty two and forty one hundredths (22.41) acres of land, as conveyed by Sarah H. Fairbanks to the Flint and Pere Marquette Railway Company by deed dated August 8, 1872 recorded in Liber 76 of Deeds, on Page 388, Genesee County, Michigan, records.

In the Township of Mt. Morris

Commencing at the point where the westerly line of the Flint and Pere Marquette Railway Company's land intersects the north line of Morris Street in the Village of Dover; thence West on the said north line of Morris Street thirty-four and three tenths (34.3) feet; thence Northwesterly and parallel with the said westerly line of the Flint and Pere Marquette Railway's lands and twenty five feet distant therefrom, three hundred seventy seven (377) feet to the south line of Dover Street; thence East on the said south line of Dover Street to the westerly line of lands owned by said Railway Company; thence Southeasterly on the last mentioned line to the place of beginning. The above described land being a part of the Southeast quarter ( $SE\frac{1}{4}$ ) of Section One (1) in Township number Eight (8) North of Range number Six (6) East, and containing twenty two hundredths of an acre, be the same more or less.

Commencing at a point on the westerly line of the Flint and Pere Marquette Railway Company's land at a point three hundred two and four tenths (302.4) feet Northwesterly from the point where said line intersects the west line of the Saginaw and Genesee Plank Road; thence Westerly on the line between lands owned by Frederick Walker and H. Barber thirty two and one-tenth (32.1) feet; thence Northwesterly parallel with the westerly line of said Railway Company's lands and twenty five feet distant therefrom Two hundred sixty nine and eight tenths (269.8) feet to the south line of Morris Street in the Village of Dover; thence east on the last mentioned line to the said westerly line of the Flint and Pere Marquette Railway Company's lands; thence Southeasterly on the last named line to the place of beginning. The above described land being a part of the Northeast quarter of Section Twelve (12) in Township number Eight (8) North of Range Six (6) East, and containing 15/100 acres of land, be the same more or less, as conveyed by Henry Barber and wife to the Flint and Pere Marquette Railway Company by deed dated June 11, 1866, recorded in Liber 54 of Deeds, on Page 444, Genesee County, Michigan, records.

Commencing at the point where the westerly line of the Flint and Pere Marquette Railway Company's land intersects the west line of Saginaw and Genesee Plank Road; thence South on the last mentioned line Thirty-six and four tenths (36.4) feet; thence Northerly and parallel with the western line of said Railway Company's land and twenty five (25) feet distant therefrom Three hundred and forty nine (349) feet to the line between lands owned by F. Walker and H. Barber; thence Easterly on the last mentioned line Thirty two and one-tenths (32.1) feet to the westerly line of said Railway Company's land; thence Southerly on the last mentioned line to the place of beginning. The above described land being part of the Northeast Quarter ( $NE\frac{1}{4}$ ) Section Twelve (12) in Township numbered eight (8) North of Range Six (6) East and containing 13/100 of an acre of land, be the same more or less, as conveyed by Frederick Walker and wife to the Flint and Pere Marquette Railway Company by deed dated June 11, 1866 recorded in Liber 61 of Deeds, on Page 467, Genesee County, Michigan, records.

A part of the Northeast quarter ( $NE\frac{1}{4}$ ) of the Northeast quarter ( $NE\frac{1}{4}$ ) of Section Twelve (12) in Township number eight (8) North, of Range number six (6) East, commencing at a point on the East

In the Township of Mt. Morris (continued)

North 44° 52' West, 270 and 4/100 feet, parallel with said Railway; thence North 88 1/2° East, 30 feet; thence South 44° 52' East, 226 and 6/10 feet to the west line of the Plank Road; thence South 1° 26' East, along the west line of the Plank Road, 32 feet to the place of beginning, containing 0.15 acres of land, more or less,

In the Village of Grand Blanc

Entire Block Six (6), and Lots One (1) and Nine (9), and Two (2) and Eight (8), excepting southerly twelve (12) feet in width of Lots Two (2) and Eight (8), in Block Seven (7), Davis' Plat, Village of Grand Blanc, as conveyed by Charles G. Chase, Administrator of the Alexander W. Davis Estate, to Henry C. Potter, Mr. and Edwin Saunders, trustees for the Pere Marquette Railroad Company.

Lots Three (3), Four (4), Seven (7), and twelve (12) feet wide running the whole length off the south side of Lots Two (2) and Eight (8) Block Seven (7) of Davis' Addition to the Village of Grand Blanc.

A parcel of land in A. W. Davis' Plat of the Village of Grand Blanc Centre, bounded as follows, to-wit: Commence at the northeast corner of land of McCracken in Block Two (2) of said Addition, and run Southerly on east line of McCracken's land to Lincoln Street; thence East on north line of Lincoln Street forty eight (48) feet; thence Northerly to Church Street at a point twenty (20) feet east of the northeast corner of land of McCracken; and thence West on south line of Church Street twenty (20) feet to place of beginning.

Lots numbered Two (2) and Three (3) of Block Two (2) of Davis' Addition to the Village of Grand Blanc Centre according to the recorded plat of said Addition in common use.

Lots Eight (8), Nine (9) and Ten (10) of Block Three (3) of Davis' Addition to the Village of Grand Blanc Centre, according to the plat of said Addition as recorded in the office of the Register of Deeds for Genesee County, and in common use.

Land bounded on the North by Church Street; on the West by the lands of the Flint and Pere Marquette Railroad Company; on the East by Davis Street, and on the South by a line parallel with the south line of said Church Street, and one hundred and twenty seven (127) feet southerly therefrom,

Lots Three (3) and Four (4) of Block Three (3) of the Western Addition to the Village of Grand Blanc Centre. ALSO a strip of land lying on the west side of said Lots twelve (12) feet wide, and running back from Church Street the whole depth of said lots, as conveyed by William Elliott and wife to the Pere Marquette Railroad Company by deed dated August 26, 1901, recorded in Liber 168 of Deeds, on page 198.

In the Township of Grand Blanc

Part of the east half of Northeast quarter ( $NE\frac{1}{4}$ ) of Section Sixteen (16) in Town six (6) North of Range Seven (7) East, bounded as follows, to-wit: Commence where the north line of said Section is intersected by the west line of the right of way of Pere Marquette Railroad, and run south on west line of said right of way to land of William Elliott; thence Westerly on line between land of first parties and lands of Elliott, Meade, and Townsend, one hundred and ninety-six (196) feet; thence North six degrees and twenty five minutes East ( $N 6^{\circ}25'E$ ); Three hundred and seventy-three (373) feet; thence Northerly by a One degree curve to the left six hundred twenty three (623) feet to Section line; and thence east on Section line Thirty (30) feet to the place of beginning, containing two and  $44/100$  acres of land, as conveyed by Andrew Elaght and wife to the Pere Marquette Railroad Company by deed dated March 6, 1901, recorded in Liber 154 of Deeds, on Page 139, Genesee County, Michigan, records.

Land in the Southwest quarter of Section Twenty seven (27) Town six (6) North of Range Seven (7) East, containing forty three hundredths ( $43/100$ ) of an acre, and lying West of and adjoining the right of way of the Pere Marquette Railroad and bounded as follows, to-wit: Commencing where the south line of said Section intersects the west line of said right of way; and run West on Section line ninety (90) feet to land owned by Wright Estate; thence North on the east line of land of Wright Estate four hundred (400) feet to the West line of said right of way; and thence South along said right of way to the place of beginning, as conveyed by George L. Butts and wife to the Pere Marquette Railroad Company by deed dated February 16, 1901, recorded in Liber 163 of Deeds, on Page 90, Genesee County, Michigan, records.

In the Township of Forest

A strip of land one hundred (100) feet wide lying fifty feet on each side from center of the line of road established by the said party of the second part for its line of railroad, over and across the lands of the said parties of the first part (as per map and survey on file in the office of register of Deeds in Genesee County) described as follows: The west fractional half of the Southeast quarter ( $SE\frac{1}{4}$ ) of Section Twenty one (21) Town nine (9) North of Range eight (8) East. ALSO a parcel of land for depot grounds lying on the westerly side of the above described parcel it being a strip fifty feet in width along said Railway lands from North Street to Jefferson Avenue as laid down on Plat of Otisville, recorded by said Beecher in Register's office of Genesee County, as conveyed by Salmon P. Beecher and wife to the Flint and Pere Marquette Railway Company by deed dated February 26, 1874, recorded in Liber 87 of Deeds, on Page 325, Genesee County, Michigan, records.

A parcel of land one hundred (100) feet wide lying fifty (50) feet on each side of the center line of the Flint and Pere Marquette railroad, formerly the Flint River Railroad, as located and established upon and across the  $NE\frac{1}{4}$  of the  $NE\frac{1}{4}$  of Section 12, and the  $NE\frac{1}{4}$  of the  $SE\frac{1}{4}$  of Section 14, all in Township nine (9) North, Range eight (8) East, as conveyed by C. B. Benson and wife to Flint and Pere Marquette Railroad Company by deed dated August 27, 1881, recorded in Liber 107 of Deeds on Page 330, Genesee County, Michigan, records.

In the Township of Forest

A strip of land one hundred (100) feet in width, lying fifty (50) feet on each side of the center line of the Flint and Pere Marquette Railway, as located and established upon and across the South half of the Northwest quarter ( $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ) and the Southwest quarter of the Northeast quarter ( $SW\frac{1}{4}$  of the  $NE\frac{1}{4}$ ) of Section Fourteen (14) in Town nine (9) North of Range eight (8) East, as conveyed by George E. Hunton and wife and Albert Hunton and wife, to the Flint and Pere Marquette Railway Company, by deed dated February 3, 1874, recorded in Liber 86 of deeds, on page 152, Genesee County, Michigan, records.

In the Village of Otisville

All of Block A. in Beecher's Addition to the Village of Otisville.

In the Township of Vienna

Commence at a point where the west boundary line of the right of way of the Flint and Pere Marquette Railroad intersects the south line of Section Twenty three (23) in Town nine (9) North of Range six (6) East, said point being fifty (50) feet from the center line of said Railroad measuring at right angles therefrom; and run thence Northwesterly parallel with said center line and fifty (50) feet Westerly therefrom, sixteen hundred and thirty two (1632) feet; thence South twenty degrees and thirty two minutes East ( $S20^{\circ}32'E$ ) Three hundred and four and one-half ( $304\frac{1}{2}$ ) feet; thence South thirty-one degrees East ( $S31^{\circ}E$ ) Thirteen hundred and twelve (1312) feet to the south line of Section Twenty three (23) and thence East on Section line thirty-six and one half ( $36\frac{1}{2}$ ) feet to the place of beginning, containing One and 65/100 acres of land.

A part of the Northeast fractional quarter ( $NE\frac{1}{4}$ ) of Section Four (4) in Town nine (9) North of Range six (6) East, bounded and described as follows, to-wit: Commence on the South line of the County Line Road at a point fifty (50) feet distant Westerly from the center line of the Flint and Pere Marquette Railroad (measuring at right angles from said center line) which point is taken as the place of beginning; from thence run Southeasterly parallel with said center line and fifty (50) feet distant Westerly therefrom Seven hundred ninety seven (797) feet; thence West to a point One hundred (100) feet West of said center line (measuring at right angles therefrom); thence Northwesterly parallel with and one hundred (100) feet Westerly from said center line Seven hundred and ninety seven (797) feet to the south line of the County Line Road; and thence East along the south line of said Road to the place of beginning, containing nine hundred and fourteen one-thousandths ( $914/1000$ ) acres of land, more or less.

Part of the East half of the Southeast quarter of Section Fifteen in Township number nine (9) North of Range number Six (6) East, commencing at a point on the east and west road between Sections Fifteen and Twenty two, one hundred feet east from the center of said Township road, and running thence North-

In the Township of Vienna (continued)

Commence where the center line of the Flint and Pere Marquette Railroad crosses the South line of Section twenty-six (26) in Town Nine (9) North of Range Six (6) East; and run Northwesterly on said center line Seven hundred and seventy (770) feet; thence Easterly at right angles to said center line fifty (50) feet to the East line of the right of way, which point is taken as the place of beginning; from thence run Northwesterly parallel with said center line and fifty (50) feet Easterly therefrom Seventeen hundred (1700) feet; thence South Twenty nine degrees and fifty one minutes East ( $S29^{\circ}51' E$ ) Nine hundred and one (901) feet; thence South forty one and a half degrees East ( $S41\frac{1}{2}^{\circ} E$ ) One hundred and two (102) feet; thence South Thirty and one-quarter degrees East ( $S30\frac{1}{4}^{\circ} E$ ) Four hundred (400) feet; thence South twenty-two degrees and thirty nine minutes East ( $S22^{\circ}39' E$ ) Three hundred and three (303) feet to the place of beginning, containing Eight hundred and thirty-eight thousandths ( $838/1000$ ) acres of land, as conveyed by Mrs. Lucy C. Stanley and Oliver Stanley to the Flint and Pere Marquette Railroad Company, by deed dated July 30, 1895, recorded in Liber 119 of Deeds, on Page 452, Genesee County, Michigan, records.

Commence at a point where the West boundary line of the right of way of the Flint and Pere Marquette Railroad intersects the north line of Section Twenty six (26) in Town nine (9) North of Range six (6) East, said point being fifty (50) feet West of the center line of said Railroad, measuring at right angles therefrom; and run thence Southerly parallel with said center line and fifty (50) feet Easterly therefrom, Eight hundred fifty six and one-half ( $856\frac{1}{2}$ ) feet to lands of Nelson Hurd Estate; thence West on line between lands of first party and the lands of Nelson Hurd Estate Eighteen and one-half ( $18\frac{1}{2}$ ) feet; thence North Twenty-six degrees and six minutes West ( $N26^{\circ}06' W$ ) Eight hundred sixty four and one-half ( $864\frac{1}{2}$ ) feet to Section line; and thence East on Section line Thirty six and one-half ( $36\frac{1}{2}$ ) feet to the place of beginning, containing forty nine hundredths ( $49/100$ ) acres of land, as conveyed by Mrs. Emma Reamer to the Flint and Pere Marquette Railroad Company by deed dated July 31, 1895, recorded in Liber 119 of Deeds on Page 461, Genesee County, Michigan, records.

In the Village of Olio

Commencing at the northwest corner of Railway Street in the Village of Olio, and run thence East to the center of Pine Run Creek; thence Northwesterly along the center of Pine Run Creek to the East line of the right of way of the Flint and Pere Marquette Railroad; thence Southerly along the east line of right of way aforesaid to the north end of Depot grounds of said second party; and thence Easterly along the north end of Depot grounds aforesaid to the place of beginning, as conveyed by John L. Richards and wife to the Flint and Pere Marquette Railroad Company by deed dated May 1, 1883, recorded in Liber 113 of Deeds, on Page 67, Genesee County, Michigan, records.

This notice is given pursuant to Act No. 200 of the Public Acts

of Michigan of 1945, approved May 17, 1945, as amended for the purpose of preserving and keeping effective said title.

Dated at Detroit, State of Michigan, on the 31<sup>ST</sup> day of December 1947.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

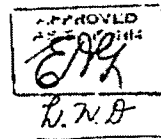
R. J. Stanton  
R. J. Stanton  
T. E. Casselton  
T. E. Casselton

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By M. M. Cronk  
M. M. Cronk, Its Vice President and  
General Manager



Subscribed and sworn to before me  
this 31<sup>st</sup> day of December A. D., 1947.  
Thomas E. Casselton  
Notary Public, Wayne County, Michigan.  
My Commission expires: April 2, 1949



RECORDED  
OFFICE OF  
REGISTER OF DEEDS  
JAN 13 2 42 PM '48  
GENESEE COUNTY  
FLINT, MICHIGAN

00739

7.50 H.R. Horns  
6-219 General Motors Bldg.  
Detroit 2 Mich.

State of Michigan, Genesee County.  
Register's Office: Received for Record  
13th day of Jan. A.D. 1948  
at 2:42 O'Clock P.M. and recorded in  
Deed Liber 1013 on pages 399-408

Leonard E. Freeman REGISTER  
OF DEEDS

Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_ Project No. \_\_\_\_\_ Parcel No. \_\_\_\_\_  
Road Name Torrey Road County 144 Assessed Valuation \_\_\_\_\_ Per Acre \_\_\_\_\_

THE BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF GENESEE, MICHIGAN

RELEASE OF RIGHT OF WAY

For and in consideration of the sum of One dollar and other consideration Dollars,  
to us in hand paid by The Board of County Road Commissioners of the County of Genesee, Michigan, the receipt whereof is hereby con-  
fessed and acknowledged, (I) ~~(X)~~ The State Board of Education by Eugene B. Elliott, Sec'y  
\_\_\_\_\_ do hereby release and convey to the County of Genesee, Michigan, an easement

for highway purposes in, over, upon, and across the following described parcels of land, to-wit:

A strip of land 100.0 ft. in width lying partly in Section 24, Flint Twp., T7N-R6E., and partly in Section 8 of Indian Reservation of 11 sections at near the Grand Traverse on Flint River, in Genesee County, Michigan, said strip being bounded on the East by the West lines of the recorded plats of Lynch Addition, a plat recorded in Liber 6 at page 26 of the Genesee County records and Supervisor's Plat of Fenton Heights, a plat recorded in Liber 3 at page 47 of the Genesee County records, on the South by the Grand Trunk Railroad and the land of the Michigan School for the Deaf, on the West by the West line of the land of the Michigan School for the Deaf, and on the North by the land of the Michigan School for the Deaf.

Said 100.0 ft. strip of land being more fully described as being all land lying within 50.0 ft. on both sides of, parallel and adjacent to the following described center line. Commencing at the intersection of the West 1/8 line of said section 24 and the Southerly line of Section 9 of said Indian Reservation; thence S. 0° 55' E. along the said 1/8 line, 794.25 ft. to an iron pipe; thence S. 87° 23' E. 335.50 ft. to an iron pipe; thence N. 60° 25' E. 112.20 ft. to an iron pipe; thence S. 0° 35' W. 445.92 ft. for a place of beginning, said place of beginning being a point on the West line of the Michigan School for the Deaf land and 50.0 ft. Northerly, measured at right angles from the Northerly line of the Grand Trunk Railroad right of way; thence N. 59° 12' E., 50.0 ft. northerly of and parallel to the said Northerly Railroad right of way line a distance of 2419.38 ft; thence N. E'ly on a 4° 30' curve to the left, whose central angle is 32° 07', a distance of 713.70 ft; thence N. 27° 05' E., 95.97 ft; thence N.E'ly on a 4° 30' curve to the right, whose central angle is 29° 49' a distance of 662.59 ft. to a point on the southerly line of said Section 8 of Indian Reservation, said point being 60.26' N. 56° 54' E. from its intersection with the W'ly line of said Supervisor's Plat of Fenton Heights.

It is understood and agreed that all existing fences within or upon the above described parcels of land will be moved to the new right of way line by the undersigned grantors before \_\_\_\_\_ and that all existing

buildings and structures, other than fences, may remain where now standing unless and until, in the opinion of The Board of County Road Commissioners of the County of Genesee, Michigan, they are required to be moved on account of construction or maintenance of the road, in which case and at which time, they will be moved a reasonable distance outside of the highway limits without expense to the owner of the abutting property, and left in as good condition as previous to moving.

This conveyance includes a release of any and all claims to damage arising from or incidental to the altering, widening, draining, constructing and improving of the road and the location thereof in, over, and upon the land hereby granted.

This conveyance also includes the consent of the grantors to the removal of such trees, shrubs, and vegetation as may be necessary in the construction and maintenance of the road, further notice of such removal being hereby expressly waived, it being understood and agreed that all desirable trees, shrubs, and vegetation which do not interfere with the construction, maintenance or use of the highway, are to be preserved and shall not be removed or disturbed, it being further understood and agreed that all timber, logs, and parts of trees suitable for firewood resulting from removal of any trees shall be reserved for the grantor.

The grantors covenant and agree for themselves, their heirs, executors, administrators, successors and assigns, that no bill board, sign board, or advertising device, other than those advertising articles sold on the premises, shall be erected, permitted, or maintained in or upon the remaining lands and premises now owned by the grantor immediately adjoining the lands herein conveyed and within a distance of three hundred feet from the new right of way line, measured at right angles to said line. This covenant is hereby declared to be a perpetual covenant and shall be construed as a real covenant attached to and running with the land.

VERBAL AGREEMENTS WILL NOT BE CONSIDERED.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 17th day of June  
A. D. 19 42 State Board of Education, acting for and on behalf of the Mich. School for the Deaf

In Presence of

A. H. Ligis

A. H. Ligis

Eva B. Westfall

Eugene B. Elliott, Sec'y  
Eugene B. Elliott

(L. S.)

(L. S.)

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_ before me, the undersigned, a  
Notary Public in and for said County, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ to me known to be the persons who executed  
the foregoing release and acknowledged the same to be their own free act and deed.

Notary Public, \_\_\_\_\_ County, Michigan My Commission Expires \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_ : ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ before me, the undersigned, a  
Notary Public in and for said County, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ to me known to be the persons who executed  
the foregoing release and acknowledged the same to be their own free act and deed.

Notary Public \_\_\_\_\_ County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

## CORPORATE ACKNOWLEDGEMENT

State of Michigan }  
County of Ingham }

On this Seventeenth day of June A. D. 1942 before me the undersigned, a  
Notary Public in and for said county, personally appeared Eugene B. Elliott

and \_\_\_\_\_ Secretary \_\_\_\_\_ to me personally known, who being by me  
duly sworn, did say that he is \_\_\_\_\_ Member ex officio of the State Bd. of Education  
\_\_\_\_\_ Mich. School for the Deaf \_\_\_\_\_ tion  
\_\_\_\_\_ and that the seal affixed to the foregoing instrument is the  
\_\_\_\_\_ State Bd. of Education \_\_\_\_\_ and that said instrument was signed and sealed in behalf of said  
State Board of Education \_\_\_\_\_ by authority of its Board of Directors, and that said Eugene B. Elliott  
\_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to  
be the free act and deed of said Eugene B. Elliott \_\_\_\_\_

Eva B. Westfall  
Eva B. Westfall

Notary Public in & for Ingham County Michigan  
My Commission Expires November 3, 1945



RECORDED

OFFICE OF  
REGISTER OF DEEDS  
AUG 2

AUG 25 11 30 AM '42

GEHESEC COUNTY  
FLINT, MICHIGAN

1311

**RELEASE OF  
RIGHT OF WAY**

State Board of Education

to.

County of Genesee  
The Board of County Road  
Commissioners

10

**COUNTY OF GENESEE, MICHIGAN**

REGISTER'S OFFICE

State of Michigan,

County of Goddard

This instrument was presented and received for record this 25th day of August

A. D. 1942 at 11:30

O'clock-A.---M., and recorded in Liber...807...

Deeds on page 104-105

Carl M. Shuster

00 Del. Road Dept.

This agreement, made this 19th day of July, 1938, by and between THE CITY OF FLINT, <sup>a municipal corporation,</sup> party of the first part, and PERE MARQUETTE RAILWAY COMPANY, <sup>a corporation,</sup> party of the second part,

WITNESSETH, Whereas, the party of the first part is the owner of land in the Northwest quarter of the Southeast quarter of Section 19, Town 7 North, Range 7 East, deeded to said party of the first part by the Charles Stewart Mott Foundation, and recorded in Liber 648, page 510, dated January 16, 1937, and described as:

Beginning at a point on the North and South quarter line of Section 19, Town 7 North, Range 7 East (the center of the Deming Road), where it is intersected by the North line of the right-of-way of the Pere Marquette Railroad; thence North along the said quarter line to a point ten (10) rods South of the center of said section; thence East at right angles 707 feet; thence South 4 degrees 40 minutes East 656 feet; thence West 300 feet to the line of said railroad; thence Northerly along the line of said railroad to the place of beginning, City of Flint, Genesee County, Michigan.

And, Whereas, the party of the second part is owner of land adjoining on the south as deeded to Flint and Holly Railroad by John L. Gage and wife, and recorded in Liber 40, page 162, dated March 22, 1964, and described as:

A strip of land 8 rods wide across the Northwest quarter of the Southeast quarter of Section 19, Township 7 North, Range 7 East, where the Railroad is located, across said lot and including the land now owned or claimed by John L. Gage on said Northwest quarter of Southeast quarter of said Section 19 within 3 rods of center line of the route of said railroad, as located on either side thereof.

And, Whereas, the party of the second part is owner also of land adjoining on the South as deeded to Flint and Holly Railroad by

John L. Gage, as recorded in Liber 49, page 375, dated September 20, 1864, and described as:

Beginning at a point on the Easterly line of the route of Flint and Holly Railroad 49 $\frac{1}{2}$  feet easterly from the center line of said route, and in the line between land owned by Charles C. Ball and land owned by John L. Gage; running thence North 88 degrees East on said last mentioned line 264 feet to a stake; thence North 2 degrees West 198 feet to a stake; thence North 30 degrees 15 minutes West, 490 $\frac{1}{2}$  feet to a stake; thence South 73 degrees West ~~270 $\frac{1}{2}$~~  <sup>270 $\frac{1}{4}$</sup>  feet to a stake; thence North 56 degrees West 488 feet to a stake in the aforesaid Easterly line of said route of Flint and Holly Railroad; thence southerly along said easterly line 1074 feet to the place of beginning, Genesee County, Michigan.

And, Whereas, there is no dispute over the line between the said parties, but the description of the land contained in their respective deeds seems to overlap.

It is hereby agreed that the line between said parties' land shall be a line described as:

Commencing at the intersection of the North and South quarter line of Section 19, Town 7 North, Range 7 East, and the East and West quarter line of said section, said intersection being 53 feet East of the Northeast corner of the Deming Road Addition to the City of Flint; running thence South on said North and South quarter line, 224.9 feet for a point of beginning; thence deflecting to the left 47 degrees 46 minutes, 345.99 feet; thence deflecting to the left 5 degrees 11 minutes, 488 feet; thence deflecting to the left 46 degrees 00 minutes, 270.25 feet to a point, said point being the Southeasterly corner of the land of the party of the first part and the Northeast corner of the land of the party of the second part being in said section, City of Flint, Genesee County, Michigan.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed with their corporate seals the day and year first above written.

Signed, sealed and delivered in presence of:

Lorothy Oakley  
Lorothy Oakley  
Emmelyne James  
Emmelyne James

THE CITY OF FLINT, a municipal corp.,  
First Party

By Harold A. Bradshaw  
Harold A. Bradshaw  
Its Mayor  
Ned J. Vermilya  
Ned J. Vermilya  
Its Clerk

PERE MARQUETTE RAILWAY COMPANY,  
a corporation, Second Party

By R. J. Dowd  
R. J. Dowd  
Vice President

W. C. Baker  
W. C. Baker  
Carl H. Reiser  
Carl H. Reiser

C. H. Reiser  
C. H. Reiser  
Its Assistant Secretary

State of Michigan )  
County of Genesee ) ss

On this 19th day of July, 1938, before me, a notary public in and for said county, appeared Harold/Bradshaw and Ned J. Vermilya, to me personally known, who being by me sworn, did each for himself say that they are respectively the Mayor and Clerk of the City of Flint, the corporation named in and which executed the within instrument as first party, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its City Commission; and the said Harold/Bradshaw and Ned J. Vermilya acknowledged the said instrument to be the free act and deed of the said corporation.

Geraldine M. McKay  
Notary Public, Genesee Co., Mich.  
Geraldine M. McKay  
Commission expires Jan. 21, 1940

State of Michigan )

County of Wayne )

ss

On this 12<sup>th</sup> day of August, 1938, before me, a notary public in and for said county, personally appeared

R. J. Bowman

and

C. H. Reiser

to me personally known, who being by me sworn, did each for himself say that they are, respectively, Vice President and

Assistant Secretary

of

Pere Marquette Railway

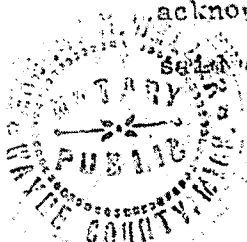
Company, the corporation named in and which executed the within instrument as second party, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said

R. J. Bowman

and

C. H. Reiser

acknowledged the said instrument to be the free act and deed of said corporation.



RECORDED  
OFFICE OF  
REGISTER OF DEEDS  
AUG 30 9 49 AM '38  
GENESEE COUNTY  
FLINT, MICHIGAN

8317

Ernest N. Weller  
Notary Public Wayne Co., Mich.  
Ernest N. Weller  
Commission expires Sept 28 1940

approved as to form:  
Hymen Hoffmann  
City Attorney

approved as to Engineering Data  
Paul Deft - J. M. Pell

approved as to description  
Edmund  
Rep. City Assessor

STATE OF MICHIGAN  
COUNTY OF GENESEE  
REGISTER'S OFFICE } ss

The within instrument was received for record

this 30th day of Aug.

A. D. 1938 at 9:49 o'clock A. M.

and recorded in Liber 688 of

Deeds on Page 377-380

Earl M. Smith  
Register of Deeds

2.40 Ned J. Vermilya  
City Clerk, City Hall  
Flint, Michigan.

470/271

21

19166

Myra A. Baker

Iosco Land Company a corp. organized and existing under the laws of the State of Mich.

Easement 11-20-28 12-17-28 470-271-2 \$1.00

The easement and right to lay down, construct and maintain gas pipes, mains, services and distributing structures and appliances for the purpose of transporting and distributing gas in, through and across the fol. des. parcel of land in the City of Flint, Gen. Co. Mich. to wit:

A strip of land 12 ft. wide lying Sly of and adjoining the Sly line of Holman Ave. across the Nly side of Lots 3, 5 and 7, of Blk. "D" of Stockton's Westerly Add. to the City of Flint, acc. to the rec. plat thereof.

The route: In a NEly and SSWly direction in, through and across said above des. land Sly of and not more than 8 ft. from the Sly line of Holman Ave. on the Nly side of said land.

Ack. 11-20-28 Elmer E. Wood, N.P. Jackson Co. acting in Gen. U S 2 W

19167

22 James A. Welch a widower and John Curry and Cora M. his wife all of Flint, Mich.

To

Ira N. Lewis and Pauline his wife of Flint, Mich.

W.D. 8-10-28 12-17-28 470-273 \$1 ovc

Lots 2 and 3, Blk. 25 of Beechwood Park, acc. to the rec. plat thereof and subject to land conts. each dated 9-1-27 which are the day assigned to the grantee herein, the terms of which they assume and agree to ful. acc. to the terms thereof.

Subject to the rests. adopted for said plat as shown in a certain deed recorded in Liber 283 page 500

Ack. 8-10-28 Alice P. Cheney, N.P. Gen. Co.

U S 2 W

19168

23 Ira N. Lewis and Pauline hus. and wife of Corunna, Mich.

To

Byron H. Wood and Ada N. hus. and wife of the City of Flint, Gen. Co. Mich.

W.D. 10-13-28 12-17-28 470-274 \$1 ovc

Lot 3, Blk. 25 of Beechwood Park, acc. to the rec. plat thereof and subj. to the rests. adopted for said plat as shown in a certain deed rec. in Liber 283 of deeds on page 500.

This deed is given in ful. of land cont. bearing date of 9-1-27 and subject to any and all liens accruing against said property b the acts of the second parties from said date.

Ack. 10-13-28 Alice P. Cheney, N.P. Gen. Co.

U S 2 W

John S. Garland et al.  
vs  
The Flint & Holly Railroad Company

511335

Recorded February 9, 1885 at 10 o'clock 4-4

B. P. Lewis

Register

A formal term of the circuit court for the county of Genesee, state of Michigan, convened and held at the court house in the city of Flint in said county on Tuesday the 10th day of January A.D. 1885. Before Hon. Frank Turner Circuit Judge and Clerk for the county of Genesee. The Flint & Holly Railroad Company petitioners.

vs

John S. Garland David S. Garland Maria S. Longstreet Bessie Deas Henry R. Lowell Administrators of &c of John Garland Deceased Maria S. Stockett & the United States of America Respondents. Whereas the above named petitioners The Flint & Holly Railroad Company did on the 9th day of December in the year one thousand eight hundred and eighty four at the court house in the city of Flint in said county of Genesee present to this court a petition in the name of said company duly signed by Henry H. Crapo one of the Directors of said company in behalf of the company and verified by the oath of said Henry H. Crapo setting forth that said company was a duly corporate duly incorporated according to the laws of the state of Michigan that it was the intention of the said company in good faith to construct & finish a rail road from a point at or near the City of Flint in the county of Genesee to a point at or near the village of Holly in the county of Oakland in said state, that the capital stock of said company had been in good faith subscribed as required by a law of said state entitled "An act to provide for the incorporation of Railroad Companies" approved April 12, 1855. & the amendments thereto, that the said company had surveyed the route of its proposed road in the county of Genesee & near a map & survey showing by which said route was designated, that they had located their said road according to such survey & filed a certificate thereof signed by a majority of the directors of said company in the Register's office of said county of Genesee that the following described real estate property or franchises to wit "that piece of land described as all of that part of Block 6, in Stockett's Masterly Addition to the Village of Flint, which lies westerly of the route of the Flint & Holly Railroad proposed to be constructed by said Flint & Holly Railroad Company as surveyed & located containing about eighty nine one hundredths of an acre of land & being in the City of Flint in the county of Genesee & state of Michigan" was required for the purpose of constructing, operating or repairing the said proposed road or its appurtenances, that the said company had not been able to acquire title therefor the reason that the most of the persons supposed to be interested therein reside out of this state & some of them in the rebel states & it is impossible to purchase said land as there is no one in this state authorized to sell them & able to give a good title. That so far as the same could with reasonable diligence be ascertained, the names & places of residence of the parties who own or have, or claim to own or have estates or interests in said property were as follows, John S. Garland of Baltimore in the state of Maryland David S. Garland residence unknown was in Baltimore Maryland when last heard from Maria S. Longstreet residence unknown Bessie Deas residence unknown Henry R. Lowell Administrator of &c of John Garland Deceased of Flint in the state of Michigan Maria S. Stockett of Flint Michigan & the United States of America and praying said court to make an order, appointing three disinterested & competent freeholders, not residing or owning real estate in any township or city through which said road is to run as commissioners to ascertain & determine the necessity for taking such land or other property for the purposes of said company & to advise &

to determine the damages or compensation to be allowed to the owner or persons interested in the real estate or property so proposed to be taken for the purposes of said company, in case the necessity for taking the same by said company should by said Commissioners be determined to exist & to fix the time and place for the first meeting of such commissioners with proof of presentment of a copy of said petition & of notice of the time and place of the presentation of the same, on the said Henry R. Lovell on the 18th day of October 1864 & of the service of a copy of said petition & like notice on the respondent Maria E. Robertson by leaving same with the at her usual place for her with a person of suitable age & proof that on the 23rd day of November 1864 a copy of said petition with notice of the time & place of the presentation thereof was deposited in the postoffice at Flint in the County of Genesee Michigan directed to John S. and David S. and to be delivered in the State of Michigan & postage paid & that on the same day a copy of said petition with notice of the time and place of the presentation thereof was deposited in the postoffice at Flint in the County of Genesee Michigan, directed to David S. and David S. and to be delivered in the State of Michigan & postage paid & with proof of the publication in the Flint Tribune & in some daily paper printed & published in the City of Detroit & in the Michigan City or a weekly newspaper printed in the County of Genesee aforesaid once in each week for six weeks immediately preceding the time of the presentation of said petition, of a notice stating briefly the time and place of presentation of said petition & the object of the application & giving a description of the land proposed to be taken, & that whereas on the presentation of said petition and proof the said respondent Henry R. Lovell appeared in person & as attorney & counsel for the said respondents John S. and David S. and David S. and the other respondents not appearing & no sufficient cause being shown against granting the prayer of the said petition it was on motion of said Markes attorney for said petitioners ordered by this court that George H. Hood, Isaac N. Robinson & George Crocker all of the County of Flint in said County of Genesee three disinterested & competent holders not residing nor owning real estate in any Township or lot through which the said road proposed to be constructed by said petitioners is to run be and they have thereby appointed commissioners to ascertain and determine the necessity for the taking and using by said petitioners for the purposes in said petition ~~on the premises in said petition~~ prescribed the land described in said petition & to appraise and determine the damages or compensation to be allowed herefor to the said respondents or any or either of them or to the owner or owners, person or persons interested therein & that the said commissioners meet for the purposes aforesaid at the Clerk's office of the County of Genesee in the City of Flint on the 14th day of December 1864 at one o'clock in the afternoon that being the time & place thereby fixed for their first meeting. On reading and filing the report of George H. Hood, Isaac N. Robinson & George Crocker commissioners appointed as aforesaid bearing date December 14th A.D. 1864 from which it appears that said Commissioners met at the office of the Clerk of the County of Genesee on the 14th day of December in the year one thousand eight hundred and sixty four & having taken & subscribed the oath prescribed by the eighteenth article of the constitution of this State (which rather are to said report attached and therewith printed) proceeded to view the premises described in the petition in this case to wit that being at the same place as aforesaid.

of Block 6 in stock lots mostly addition to the village of Flint which was made by  
of the route of the Flint & Holly Rail Road, proposed to be constructed by said Flint & Holly  
about eighty <sup>one</sup> hundredths of an acre of land & being in the city of Flint in the  
of Genesee and State of Michigan upon which they found the obligation of the party  
(testimony of witnesses being offered by either party or taken before them) and  
immediately proceeded to ascertain & determine and did ascertain and determine  
that the taking and using of the land or property above described for the purpose  
in said petition prescribed was necessary & is required for the public good & did  
further ascertain and determine that the sum of eight hundred dollars is the  
amount of damages or compensation which ought justly to be paid by the  
Flint & Holly Rail Road Company on account of any damages or on account of  
the constructing repairing & operating of said Rail Road or its appurtenances or  
upon & along said land or property & taking said land for the purpose of  
said company to the owner or owners or person or persons interested in said  
land or property so appraised by them and that it appearing to said court  
that the title to said land and premises was in John Garland deceased, at  
the time of his death the said court being of the opinion that the respondent Henry  
R. Howell administrator of &c of said John Garland deceased, is entitled to the said  
sum of eight hundred dollars to be received by him as such administrator as  
part of the estate of the said John Garland deceased. On motion of said  
Flint & Holly Rail Road Company by J. Walker its attorney and no cause to the  
contrary being shown It is ordered that said report of said commissioners & all  
things therein contained be & the same is & are hereby ratified & confirmed & that  
said Flint & Holly Rail Road Company pay to the respondent Henry R. Howell  
administrator of &c of said John Garland deceased the said sum of eight  
hundred dollars to be received by him as such administrator as part of the  
estate of the said John Garland deceased That a certified copy of this order  
be recorded at full length in the office of the register of deeds of said County  
of Genesee in the Book of Orders & that therefore on the payment by the said  
company of the said sum so to be paid as above directed by this order  
the said company be & is hereby authorized & empowered to enter upon & take  
possession of & use the said land above described for the purpose of constructing  
repairing maintaining and operating their said proposed Rail Road & its  
appurtenances

Frederick Turner  
Circuit Judge

State of Michigan }  
Genesee County }  
Court Court thereof the same being a court of record do  
hereby certify that the foregoing is a true and correct copy of the final order  
of said Court as recorded in the journal of said court that I have compared  
the same with the original and that it is a true transcript therefrom  
and the whole of such original

In testimony whereof I have hereunto set  
my hand and affixed the seal of said Court  
the 3<sup>d</sup> day of February A.D. 1863

Charles A. Long Clerk

Attest  
Clerk of  
Court

51121

hands and seals the day and year first above written  
Signed, Sealed, and Delivered, in presence of

R. D. Lamond Jr  
A. T. Crofman

R. D. Lamond (Seal)

(Attorney fees 50 cents)

Sarah H. Lamond (Seal)

State of Michigan  
County of Genesee

On this Third day of May in the year of our Lord one thousand eight hundred and Sixty four before me, a Notary Public for said County personally appeared the above named Robert D. Lamond & Sarah H. Lamond and acknowledged the above instrument, by them executed, to be their free act and deed, and the said Sarah H. Lamond wife of the said Robert D. Lamond on a private examination separate & apart from her said husband acknowledged that she executed the same without fear or compulsion on the part of any one.

A. T. Crofman

Notary Public  
Genesee County, Mich

Thomas B. H. Stockton Et al

Recorded July 27<sup>th</sup> 1864 at 8 o'clock AM

To  
Flint & Holly Rail Road Co.  
Final Decree.

G. F. Hood Register  
By E. F. Wilson Deputy

At a general term of the Circuit Court for the County of Genesee and State of Michigan continued and held at the Court House in the city of Flint in said County on the 27<sup>th</sup> day of June A.D. 1864.

Circuit Court  
Circuit Judge

State of Michigan The Circuit Court for the County of Genesee  
The Flint & Holly Rail Road Company, Petitioner  
vs  
Thomas B. H. Stockton & Henry R. Lovell Administrators of the Estate of Garland Sherman. Respondents.

In the matter of the Petition of the Flint & Holly Rail Road Company for the appointment of commissioners &c

Whereas the above named Petitioner did on the 25<sup>th</sup> day of May A.D. 1864, at the Court House in the City of Flint in said County present to this Court a Petition in the name of the said company, duly signed by Henry H. Crofts, one of the Directors of said company in behalf of the company & verified by the oath of said Henry H. Crofts, setting forth that said company was a body corporate duly incorporated according to the laws of the State of Michigan, that it was the intention of the said company in good faith to construct & finish a rail road from a point at or near the City of Flint in the County of Genesee, to a point at or near the Village of Holly in the County of Oakland, in said State, that the capital stock of said company had been in good faith subscribed as required by a law of said State entitled "an act to provide for the incorporation of Rail Road companies" approved April 12, 1855, and the amendments thereto, that the said company had

surveyed the route of its proposed road in the County of Genesee, and made a map & survey thereof by which said route was designated, that they had located their said road according to such survey & filed a certificate thereof signed by a majority of the Directors of said company in the Register's Office of said County of Genesee. That the following described real estate, property a franchise, to wit: that part of the bottom land so called, mostly of the plat of Stockton's addition to the Village of Flint, now within the city of Flint Genesee County, State of Michigan and situated between lands of J. B. Walker, upon the north and sold to the Port Huron & Detroit & Lake Erie Rail way company on the south, and being the strip of land six rods wide, running easterly & westerly through said bottom land, and included within the located line & route of the said Flint & Holly rail road, as the same has been surveyed, adopted & filed in the Office of the Register of deeds of said County, by said last mentioned rail road company was required for the purpose of constructing, operating or repairing the said proposed rail road, in its appurtenances: That the said company had not been able to acquire title thereto, for the reason that the owner thereof was unwilling to sell the same for such price as was thought fair & reasonable: That also for as the same could with reasonable diligence be ascertained the names & place of residence of the parties who owned or had, or who claimed to own or had estates or interests in said property more as follows. Thomas B. W. Stockton and Henry R. Lovell administrators of &c. of John Garland deceased, both of the City of Flint, Genesee County & State of Michigan, and praying said Court to make an order appointing three disinterested & competent freeholders not residing or owning real estate in any township or city through which said rail road is to run as commissioners to ascertain & determine the necessity for taking such land or other property for the purposes of said company & to appraise & determine the damages or compensation to be allowed to the owners or persons <sup>interested</sup> in the real estate or property so proposed to be taken for the purposes of said company in case the necessity for taking the same by the said company should by said commissioners be determined to exist, and to fix the time & place for the first meeting of such commissioners: with proof of personal service on said Thomas B. W. Stockton & Henry R. Lovell administrators of &c. of John Garland deceased, on the 12th day of May 1864 of a copy of such petition & notice of the time & place of the presentation thereof, and whereas on the presentation of said petition & proof the said respondents Thomas B. W. Stockton & Henry R. Lovell administrators as aforesaid appeared the said Stockton by W. Spanton his Attorney and no sufficient cause being shown against granting the prayer of the petition, the said respondents demanded a jury of twelve freeholders to ascertain and determine the necessity for taking such land & the damages or compensation to be allowed therefor whereupon said Court ordered that such jury be drawn from the petit jury box of said county by the clerk of said County at his Office in the city of Flint, on the 1st day of June 1864 at ten o'clock A. M. & that such jury meet at the Court House

in the City of Flint in said County, on the 14<sup>th</sup> day of June 1864 at  
ten o'clock in the forenoon, that being the time & place appointed for  
their first meeting & that a venire issue in the usual form for the  
purpose so drawn, requiring them to meet at the time & place aforesaid  
for the purpose aforesaid. And whereas on the said 14<sup>th</sup> day of June  
1864, it appearing to said Court that twelve jurors had been drawn  
& summoned as directed by the aforesaid order of this Court & that five  
of the persons so drawn & summoned failed to attend at the time &  
place appointed for said jury to meet, the said Court ordered the Sheriff  
to immediately summon five persons to act as jurors in place of the  
said five persons so drawn and summoned & failing to attend  
on reading & filing the report of J. Hottelbacher, William B. Phillips,  
Jesse Miller, Daniel Jeffers, Cyrus Hewitt, Harrison B. Banger, Isaac  
Johnson, Alanson Quinn, Julius Wentworth, Jacob Blackington, Leake  
White & Robert Patrick, jurors sworn and empanelled in this cause  
bearing date the 17<sup>th</sup> day of June 1864, from which it appears  
that said jurors met at the Court House in the City of Flint in  
said County of Genesee on the 16<sup>th</sup> day of June 1864, and having  
taken & subscribed the oath required by law & which is to said report  
attached provided to view the premises described in the petition in  
this case to wit: that part of the bottom land so called Wottery of the  
plat of Jackson Addition to the Village of Flint (now within the City of  
Flint) Genesee County & State of Michigan and situated between lands  
of J. B. Walker upon the North & land sold to the Port Huron &  
Milwaukee Rail Road Company on the South & being a strip of  
land six rods wide running southerly through said bottom land  
and included within the located line & route of the said the  
Flint & Holly rail road as the same has been surveyed, adopted &  
filed in the office of the Register of Deeds of said County by said  
last mentioned railroad company which land & real estate is  
supposed to belong to said Thomas B. W. Stockton subject to a  
mortgage or decree of foreclosure held by said Henry B. Lowell  
as administrator of & of John Garland deceased after which they  
heard the proofs and allegations of the parties & ~~received~~ the testimony  
taken by & before them to writing (which testimony is attached to  
said report and reported therein) and that after the testimony was  
closed without any unreasonable delay they ascertained and determined  
that the taking & using of such real estate for the purpose in said  
petition prescribed is necessary & required for the public good and  
that the sum of three hundred and seventy five Dollars is the  
amount of damages or compensation which ought partly to be paid by  
said Flint & Holly Rail Road Company on account of any damage done  
on its appliances over upon & across said land to the said Thomas  
B. W. Stockton or to the said Henry B. Lowell administrator of & of  
John Garland deceased or to the heirs or persons interested in said  
real estate or property. On motion of said Flint & Holly Rail Road  
Company by J. B. Walker his attorney and no cause to the contrary being  
shown that the said report of said jurors & all things

therein contained be & the same we hereby satisfied & confirmed  
& it appearing that the respondent Henry B. Lovell Administrator  
as aforesaid has obtained a decree against said Thomas B. W.  
Stockton on the foreclosure of a Mortgage given by said Stockton  
to John Garland deceased covering the land in question which  
decree amounts to more than two thousand Dollars thereupon  
it is further ordered that the said Flint & Holly rail road  
Company pay to said Henry B. Lovell administrator as aforesaid  
the said sum of three hundred & seventy five Dollars  
as awarded by said jury the same to be received by him in  
reduction of said decree to that amount and it is further  
ordered that a certified copy of this order be recorded at full  
length in the office of the register of Deeds of said County  
of Genesee in the Book of Deeds and that thereupon on the payment  
by said Company of the sum so to be paid as compensation  
for such land as directed by this order the said Company  
be & is hereby authorized and empowered to enter upon and  
take possession of & use the said lands above described for the  
purpose of constructing repairing maintaining & operating their  
said proposed rail Road  
Jonah Turner  
State of Mich. J<sup>ss</sup> Circuit Judge

Genesee Co J<sup>ss</sup> George B. Gould Clerk of said  
County do certify that the above and  
foregoing is a correct copy of the final order entered in  
said Court that I have compared the same with the  
original and that it is a correct transcript therefrom  
and of the whole of said original order In Witness Whereof  
I have hereunto set my hand and affixed my official seal  
this 26<sup>th</sup> day of July A D 1864  
G B Gould Clerk

Seal

Egbert Bradley

Recorded July 31<sup>st</sup> 1864 at 80c Alm

do  
Horatio N. Bradley  
(Power Attorney)

A. S. Wood Register  
By E. F. Wilson Deputy

Know all men by these presents that  
I Egbert Bradley of Fremont County  
County Colorado Territory, have made constituted and appointed  
and by these presents do make constitute and appoint Horatio N.  
Bradley of Genesee County State of Michigan my true and  
lawful attorney for me and in my name to sell transfer  
assign or otherwise dispose of any and all real estate or  
other property owned by me in the State of Michigan in  
such manner and upon such terms as the said shall deem  
advisable and for the carrying out of the foregoing to make  
execute and deliver any deed bill of sale or  
other instrument for me and in my name in as full

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Leonard Mepan Etal  
vsRecorded June 14<sup>th</sup> 1864 at 9/200 a.m.  
B. & Good Registry  
By E. F. M. Del.

Thint &amp; Holly Rail Road Co.

At a session of the Circuit Court for the County of Genesee & State of Mich continued & held at the Court House in the City of Flint in said County on the 24<sup>th</sup> day of May A.D. 1864. Present Hon. Donald Chamber Circuit Judge.

State of Michigan

The Thint & Holly Rail Road Company  
Petitioner

vs

Leonard Mepan, Charles L. Ball David Westphill  
James Henderson & David Fowler, Respondents.

In the Matter of the Petition of the Thint & Holly Rail Road Company for the appointment of Commissioners to ascertain & determine the necessity for the taking by said Company of the lands, franchises or other property in said Petition described & to appraise & determine the damages or compensation to be allowed to Leonard Mepan, Charles L. Ball David Westphill James Henderson & David Fowler respectively persons interested or supposed to be interested in said real estate or property proposed to be taken for the purposes of said company. Whereas the above named petitioner did on the 20<sup>th</sup> day of April A.D. 1864 at the Court House in the City of Flint in said County of Genesee present to this Hon. Court a petition in the name of said company, duly signed by Henry H. Grapoe one of the Directors of said Company and verified by the oath of said Henry H. Grapoe setting forth that said Company was a body corporate duly incorporated according to the laws of the State of Michigan: that it was the intention of said Company in good faith to construct & finish a rail road from a point at or near the city of Flint in the County of Genesee to a point at or near the Village of Holly in the County of Oakland in said State.

That the capital stock of said company had been in good faith subscribed as required by a law of said State entitled "An act to provide for the incorporation of Rail Road companies approved Feb. 12, 1855 & the amendments thereto. That the said company had surveyed the route of its proposed road in said County of Genesee & made a map & survey thereof by which said route was designated that they had located their said road according to such survey & filed a certificate thereof signed by a majority of the Directors of said company in the Register's office of said County of Genesee. That the following described real estate, property or franchises to wit: A strip of land six rods wide running across the south part of the South half of the Section 28 in the Twp. 10 N. R. 10 E. of the 1st Meridian

in township seven North of Range seven East in said County of Genesee, the center line of which strip of land is a part of the center line of the route of the rail road proposed to be constructed by said Flint & Holly Rail Road Company, from Flint to Holly, as located according to said map & survey thereof filed in the Office of the Register of deeds of said County of Genesee & embracing all the land on said South East quarter of said Section nineteen within three rods of said center line of said route of said proposed rail road as located as aforesaid, on either side thereof & containing two &  $22\frac{1}{100}$  acres of land, more or less, also a strip of land six rods wide running across the North part of the South half of the South East quarter of Section nineteen in Township seven North of range seven East in said County of Genesee the center line of which strip of land is a part of the center line of the route of the rail road proposed to be constructed by said Flint & Holly rail road company from Flint to Holly, as located according to said map & survey thereof filed in the Office of the Register of Deeds of said County of Genesee & embracing all the land on said North part of the South half of the South East quarter of said Section nineteen, within three rods of said center line of said route of said proposed rail road, as located as aforesaid, on either side thereof & containing two &  $12\frac{1}{100}$  acres of land more or less, also, a strip of land six rods wide running across the South East quarter of the North west quarter of Section twenty nine in township seven north of range seven East, in said County of Genesee the center line of which strip of land is a part of the center line of the route of the rail road proposed to be constructed by said Flint and Holly Rail Road company from Flint to Holly, as located according to said map & survey thereof filed in the Office of the Register of deeds of said County of Genesee, and embracing all the land on said Southeast quarter of the North west quarter of said Section twenty nine within three rods of said center line of said route, of said proposed rail road as located as aforesaid on either side thereof and containing two &  $9\frac{1}{100}$  acres of land more or less & also a strip of land six rods wide running across the South part of the South half of the South East quarter of Section twenty nine, in township seven North of range seven East, in said County of Genesee, the center line of which strip of land is a part of the center line of the route of the rail road proposed to be constructed by said Flint & Holly Rail Road company from Flint to Holly, as located according to said map & survey thereof filed in the Office of the Register of Deeds of said County of Genesee and embracing all the land on said South part of the South half of the South East quarter of said Section twenty nine within three rods of said center line of said route, of said proposed rail road, as located as aforesaid on either side thereof & containing two &  $25\frac{1}{100}$  acres of land more or less" was required for the

purpose of constructing operating or repairing the said proposed rail road & its appurtenances. That the said company had not been able to acquire title thereto for the reason that the owners thereof were respectively unwilling to sell the same for such price as were thought fair & reasonable. That as far as the same could with reasonable diligence be ascertained the names & place of residence of the parties who owned or had or claimed to own or have estates or interest in said property were as follows. That Leonard Thuron of the City of Flint in said County of Genesee was or claimed to be the owner in fee of the land on section nineteen embraced in the first of the above descriptions.

That Charles C. Ball of Burton in said County of Genesee was or claimed to be the owner in fee of the land on section nineteen embraced in the second of the above descriptions.

That Ovid Humphill of Burton in said County of Genesee was or claimed to be the owner in fee of the land on Section Twenty nine embraced in the third of the above descriptions and that James Henderson of the City of Flint in said County of Genesee was or claimed to be the owner in fee of the land on section twenty nine, embraced in the fourth of the above descriptions & David Fowler of Burton in said County of Genesee had or claimed to have a contract for the purchase thereof, and praying this Court to make an order appointing three disinterested & competent freeholders not residing nor owning real estate in any township or city through which said road was to run as commissioners to ascertain & determine the necessity for taking such lands franchises or other property for the purposes of said company & to appraise & determine the damages or compensation to be allowed to the owners or persons interested in the real estate or property so proposed to be taken in said County for the purposes of said company in case the necessity for taking the same by the said company, should by said commissioners be determined to exist, and to fix the place for the first meeting of such commissioners with proof served on the 11<sup>th</sup> day of April 1864 on Leonard Thuron, James Henderson, David Fowler and Charles C. Ball, personally & on Ovid Humphill & Charles C. Ball by leaving at their usual places of residence with their wives persons of suitable age of copies of said petition & notices of the time & place where & when the same would be presented to this Court. And whereas on the presenting of said petition & proof of service there being no appearance on the part of said respondents or either of them and no sufficient cause being shown against granting the prayer of the Petition, and it being made to appear to the Court that since the serving of copies of said petition or aforesaid settlements had been made between the said Petitioner & the said Charles C. Ball

and between the said Petitioner & the said David Hemphill in relation to the lands in said petition described as belonging to said Charles C. Ball & said David Hemphill respectively. It was on motion of C. Walker attorney for said Petitioner ordered by said Court that Seth C. Ladd & Benjamin F. Fry of the township of Lenton in said County of Genesee and Ebenezer French of the township of Thrushing in said County three disinterested & competent freeholders, not residing or owning real estate in any township or city through which the said road proposed to be constructed by said Petitioner is to run here & they were thereby appointed commissioners to ascertain & determine the necessity for the taking & raising by said Petitioner for the purposes in said Petition prescribed of the land in said Petition described as belonging to the respondent ~~James Henderson~~ ~~the lands in said Petition~~ described as belonging to the respondent James Henderson & in which the respondent David Fowler is described as having an interest & to appraise & determine the damages or compensation to be allowed to the owners & persons interested in said lands or real estate proposed to be taken for the purposes of said rail road company and that said commissioners meet at the Office of the Clerk of said County of Genesee in the City of Flint in said County on the sixth day of May <sup>there</sup> next at ten o'clock in the forenoon, that being the time & place appointed by said Court for the first meeting of said Commissioners.

On reading & filing the report of Seth C. Ladd Benjamin F. Fry & Ebenezer French, commissioners appointed as aforesaid bearing date the 4<sup>th</sup> day of May 1864 from which it appears that said commissioners met at the Genesee County Clerk's office in the City of Flint in said County of Genesee on the eighth day of May 1864 and having taken & subscribed the oath required by law and which is to said report attached, proceeded to view the premises described in the petition in this case as belonging to James Henderson subject to a contract from the sale thereof to David Fowler to wit "a strip of land six rods wide running across the South part of the South half of the South East quarter of Section Twenty nine in township Seven North of range Seven East in said County of Genesee, the center line of which strip of land is a part of the center line of the route of the rail road proposed to be constructed by said Flint & Holly Rail Road Company from Flint to Holly, as located according to the map & survey thereof filed in the Office of the Register of deeds of said County of Genesee and embracing all the lands in said South part of the fourth half of the South East quarter of said section Twenty nine within three rods of said center line of said route of said proposed rail road as located as aforesaid on either side thereof and containing two or 2 1/2 rods across of land more or less" after which they

heard the proofs & allegations of the parties and reduced the testimony taken by and before them to writing, (which testimony is attached to said report and reported therein) and that after the testimony in such case was closed & without any unreasonable delay, and before proceeding to the examination of any other claim, they ascertained & determined that the taking & using of such real estate or property for the purposes in said petition prescribed is necessary & is required for the public good, and that they ascertained & determined that the sum of one hundred dollars is the amount of damages or compensation which ought justly to be paid by said Flint & Holly Rail Road Company on account of any damage or on account of the construction repairing and operating of said rail road or its appurtenances over upon and across said land to the said James Henderson & David Fowler or one of them the said James Henderson being the owner in fee of said land subject to a contract for the sale thereof to said David Fowler that after having disposed of the case of James Henderson & David Fowler as above specified, the said Commissioners proceeded to view the premises described in said Petition as belonging to the respondent Leonard Mason, to wit a strip of land six rods wide running across the South part of the South half of the South East quarter of Section nineteen in township seven North of Range seven East in said County, of Tennessee the center line of which strip of land is a part of the center line of the route of the rail road proposed to be constructed by the Flint & Holly Rail Road company from Flint to Holly as located according to the map & survey thereof filed in the Office of the Register of Deeds of said County of Tennessee & embracing all the land on said South part of the South half of the South East quarter of said Section nineteen within three rods of said center line grade route of said proposed Rail Road, as located, as aforesaid on either side thereof, and containing two & 27/100 acres of land more or less."

After which they heard the proofs & allegations of the parties to wit said Flint & Holly Rail Road Company & said Leonard Mason & reduced the testimony taken by & before them to writing which testimony is to said report attached & therein reported and after the testimony was closed, without any unreasonable delay, ascertained & determined that the taking & using of such real estate by said Company for the purposes in said petition prescribed, is necessary & is required for its public good & that they ascertained & determined that the sum of Two Hundred and Fifty Dollars is the amount of damages or compensation which ought justly to be paid by said Flint & Holly Rail Road Company on account of any damage or on account of the construction, operation & operation of said rail road or its

appurtenances over upon & across said land, to the said Leonard  
 Mason the amount of the last above described piece of land on  
 motion of said Flint & Holly Rail Road Company by G. Walker  
 its attorney, and no cause to the contrary being shown, it is  
 at this day that is to say the 24<sup>th</sup> day of May in the year one  
 thousand eight hundred and sixty four ordered that said report  
 of said Commissioners and all things therein contained be & the  
 same are hereby ratified & confirmed, and that said Flint & Holly  
 Rail Road Company pay to said James Henderson & David  
 Fowler a one of them the said sum of one hundred Dollars  
 awarded to be paid to them or one of them or shall set forth, and  
 to the said Leonard Mason the said sum of two hundred and fifty  
 dollars awarded to him as above set forth, that a certified copy of  
 this order be recorded at full length in the office of the Register of  
 Deeds of said County of Genesee in the book of Deeds and  
 that thereupon are the payment by the said company of the sum  
 so to be paid as compensation for such land, as directed by this  
 order, the said company be & is hereby authorized and empowered  
 to enter upon or take possession of & clear the said lands above  
 described for the purpose of constructing repairing maintaining &  
 operating their said proposed rail road  
 Josiah Lussner  
 Circuit Judge.

State of Michigan }  
 County of Genesee } ss. I George R. Gould Clerk of said  
 County & of the Circuit Court thereof do  
 certify that the foregoing is a correct copy of an order duly  
 entered in a notice wherein the Flint & Holly Rail Road  
 Company is Petitioner, and Leonard Mason Orin Thompson Charles  
 G. Ball James Henderson and David Fowler are respondents that  
 I have compared the same with the original record & that  
 it is a true transcript therefrom & of the whole thereof.  
 In Testimony whereof I have hereunto set my hand  
 and affixed my official seal this 14<sup>th</sup> day of  
 June 1864.  
 Internal Revenue & Co., Clerk.

Auditor General  
 do  
 William George  
 Lex Deed.

Recorded June 14<sup>th</sup> 1864 at 2 o'clock P.M.  
 G. F. Hood Register  
 By E. L. Wilson  
 Dep.

Certificate No 145. This Indenture, made the  
 nineteenth day of December in the year of our Lord one thousand  
 eight hundred and sixty three between Emil Annaki, Auditor  
 General of the state of Michigan, of the first part, and William  
 young of Holly Oakland county Michigan of the second part  
 who is the assignee of William Clark of Flint Michigan  
 Witnesseth that whereas, at a sale made by the Sheriff of  
 the County of Genesee in said State of Michigan at the

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State of Vermont {  
Chittenden County ss. Williston May 3<sup>rd</sup> 1843. Personally appeared  
Eli Chittenden one of the signers and  
readers of the above written instrument and  
acknowledged the same to be his free voluntary act and deed. Before me  
Chauncy Berrnell  
Justice of the Peace.

State of Vermont {  
Chittenden County ss. Williston May 3<sup>rd</sup> A.D. 1843 Personally appeared  
Charlotte Chittenden, one of the signers and  
readers of the within written instrument wife of the said Eli Chittenden  
separate and apart from her husband, acknowledge the same to be her  
free, voluntary act and deed, and that she executed the same,  
freely without fear or compulsion of her said husband.  
Before me Chauncy Berrnell.  
Justice of the Peace.

Marion H. Stockton  
J. V.  
Plaint + Holly R.R. Co  
Copy of Final order  
Recorded July 6<sup>th</sup> 1844 at 8 1/2 o'clock  
A. F. Hood  
Register  
At a general term of the Circuit Court for the County  
of Genesee + State of Michigan Contained and held at  
the Court House in the City of Flint in said County on the 27<sup>th</sup> day of June 1844  
Present Hon Josiah Luman Circuit Judge  
State of Michigan The Circuit Court for the County of Genesee  
The Flint + Holly Rail Road Company Petitioner  
vs  
Marion H. Stockton Respondent.

In the matter of the petition of the Flint  
+ Holly Rail Road Company for the Appointment of Commissioners &c. Whereas the  
above named Petitioner did on the 20<sup>th</sup> day of May 1844 at the Court House in the City  
of Flint in said County present to this Court a petition duly signed by Henry H. Croft  
one of the Directors of the said Rail Road Company + verified by the oaths of said Henry  
H. Croft setting forth that said company was a body corporate duly incorporated  
according to the laws of the State of Michigan that it was the intention of said Company in  
good faith to construct + finish a Rail Road from a point at or near the City of Flint  
in the County of Genesee to a point at or near the Village of Holly in the County of Oakland  
in said State. That the Capital Stock of said Company had been in good faith subscribed as  
required by a law of said State Entitled "An Act to provide for the incorporation of Rail  
Road Companies" Approved Feb'y 12 1837 + the Amendments thereto. That the said Company  
had surveyed the route of its proposed road in said County of Genesee + made a  
Map and Survey thereof by which said route was designated that they had located  
their said road according to such Survey + filed a certified Copy thereof signed by a  
Majority of the Directors of said Company in the Register's office of said County of Genesee  
That the following described Real Estate property or Franchise to wit - That part of  
Lots nine (9) + seven (7) Block 11 in Stockton's addition to the Village of Flint  
(now City of Flint) included within the located line + route of said Rail Road  
in the same had been surveyed, adopted + filed in the office of the Register of  
Deeds of said County by said Rail Road Company like fractional Block B. in said  
Stockton's addition was necessary for the purpose of construction operations or

Road company also Tract No. 1 Block B. in said St. John Addition after which  
 they heard the proofs & allegations of the parties & received the testimony taken  
 by & before them to writing (which testimony is attached to said report &  
 therewith reported) and that after the testimony was closed, without any unusual  
 delay they ascertained & determined that the taking & using of such Real Estate for  
 the purposes in said Petition specified is necessary & required for the public good  
 and that the sum of One thousand dollars is the amount of damages or compensation  
 which ought justly to be paid by said Flint & Holly Rail Road Company on account  
 of any damage or on account of the construction repairing or operating of said Rail  
 Road or its appurtenances over upon & across said lands to the said Maria  
 H. Jackson the owner of said Real Estate or property therein. On motion of said Flint  
 & Holly Rail Road Company by L. Walker its attorney & no answer to the contrary  
 being shown it is ordered that the said report of said Jurors & all things therein  
 contained be & the same are hereby ratified & confirmed & that said Flint & Holly  
 Rail Road Company pay to said Maria H. Jackson the said sum of One thousand  
 dollars awarded to her as above set forth that a certified copy of this order  
 be recorded at full length in the office of the Register of Deeds of said County  
 of Genesee in the Book of records and that thereupon on the payment by the  
 said Company of the sum so to be paid as compensation for such lands  
 as directed by this order the said Company be & is hereby authorized & empowered to take  
 upon & take possession of & use the said lands above described for the purpose of  
 constructing repairing maintaining & operating their said proposed Rail Road  
 Josiah Turner

State of Michigan }  
 Genesee County } ss. I George R. Bond Clerk of said County do certify that the  
 and foregoing is a correct copy of the final order in above  
 cause that I have compared the same with the originals and that it is a con-  
 transcript therefrom and of the whole of said originals  
 In witness whereof I have hereunto set my hand & affixed  
 Official Seal this 6th day of July A.D. 1864  
 Geo. R. Bond  
 Clerk

County  
 Seal

Grear & Whitney  
 do  
 Archibald McDonald  
 Power of Attorney

Recorded July 9th 1864 at 9 1/2 o'clock  
 G. F. Hood  
 By G. F. Wilson

Know all men by these presents  
 that we Geo. C. Grear, and Mary  
 Grear his wife & John W. Whitney & Mary Whitney his wife all of Calhoun  
 County Bay County Michigan. Do hereby appoint & constitute Archibald  
 McDonald of said place our true & lawful attorney in our name  
 to sell grant & convey to any person or persons whomsoever, &  
 following described piece and parcels of land lying & being situate  
 in Genesee County State of Michigan Situated in Genesee River  
 State of Michigan to wit: West part of lot no six (6) being a  
 front part bounded West by Lyon Street of subdivision of Great Wat-  
 ers, E. of Smith Reservation Flint River Genesee County Mich  
 & West part of lot no seven (7) of said subdivision in said  
 as fully & completely as we ourselves might do hereby satisfy  
 & confirming all that said Attorney may lawfully do in &

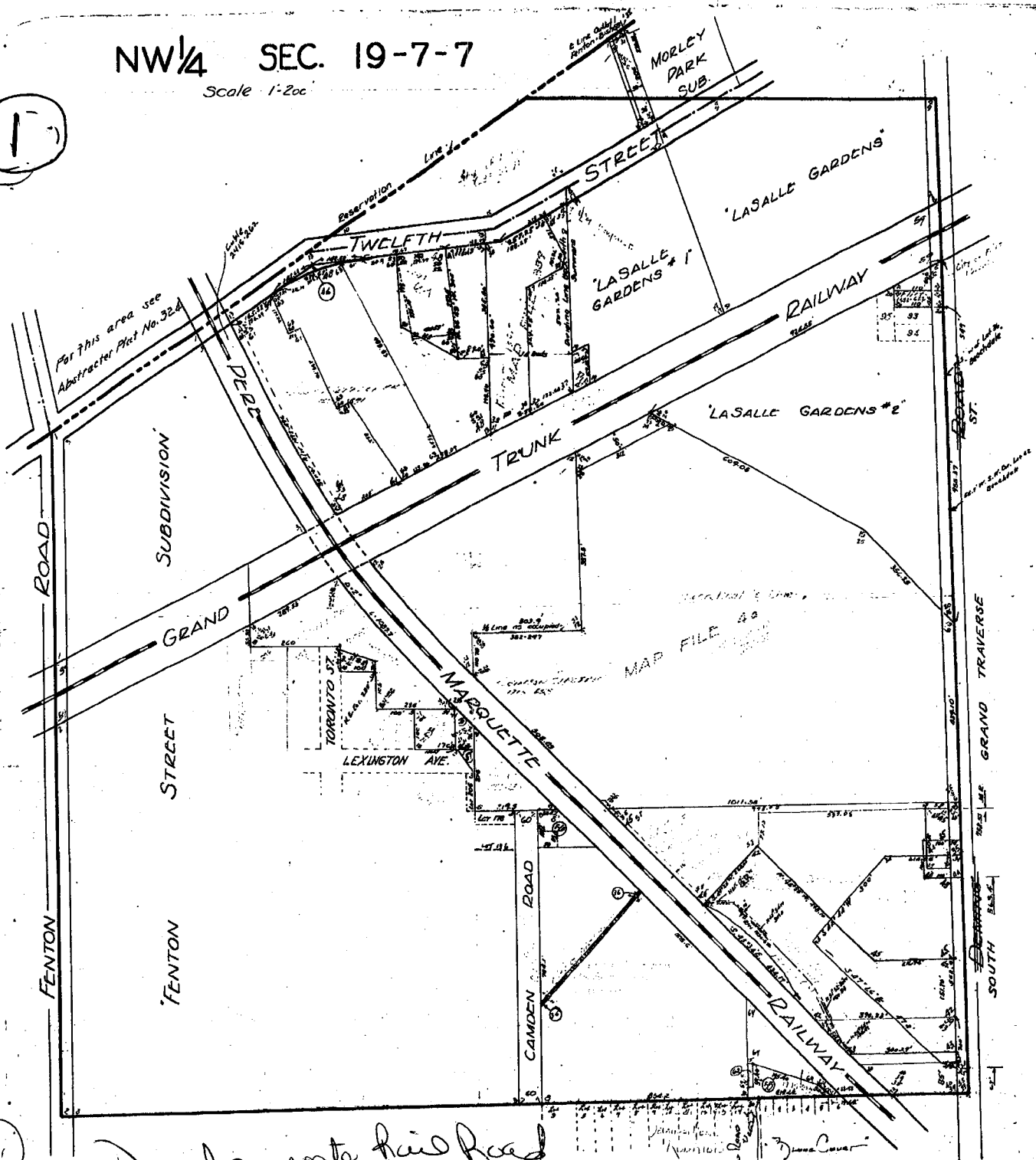
repairing the said proposed Rail Road or the appliances that the said company  
had not been able to acquire title thereto for the reason that the owner  
thereof was unwilling to sell the same for less price as was thought fair &  
reasonable that so far as the same could with reasonable diligence be ascertained  
the name & place of residence of the party who owned or had <sup>the</sup> claim to own  
or have an Estate or interest in said Property was as follows Maria G. Stockton  
of the city of Flint Genesee County Michigan and praying for an order  
appointing three disinterested & competent free holders not residing or owning  
real Estate in any township or city through which said Rail Road was to run  
as commissioners to ascertain & determine the necessity for taking such land  
or property for the purposes of said company & to appraise & determine the damages  
or compensation to be allowed to the owner or person interested in such real Estate  
or property so proposed to be taken for the purposes of said company in case the  
necessity for taking the same by the said company should by such commissioners be  
determined to exist & to fix the time & place for the first meeting of such  
Commissioners with proof of Personal Service on said Maria G. Stockton on the  
1<sup>st</sup> day of May 1844 of a copy of such petition & proof the said Respondent  
presented herself and appeared and the proceedings of said petition  
Maria G. Stockton appeared by her counsel her attorney and no sufficient  
cause being shown against granting the prayer of the petition the said Maria  
G. Stockton demanded a Jury of twelve freeholders to ascertain & determine the  
necessity for taking such land and the damages or compensation to be  
allowed therefor whereupon said Court ordered that such Jury be drawn from  
the Petit Jury Box of said County by the Clerk of said County at his office  
in the city of Flint on the 7<sup>th</sup> day of June 1844 at ten o'clock in the forenoon  
and that such Jury meet at the Court House in the city of Flint in said  
County on the 14<sup>th</sup> day of June 1844 at ten o'clock in the forenoon  
that being the time and place appointed for their first meeting & that  
a venire issue in the usual form for the Jurors be drawn requiring  
them to meet at the time and place aforesaid for the purpose  
aforesaid and whereas on the said 14<sup>th</sup> day of June 1844 it  
appearing to said Court that twelve Jurors had been drawn &  
summoned as directed by the aforesaid order of this  
Court and that three of the persons so drawn & summoned failed  
to appear & that two of the persons so drawn & summoned & appearing  
were excused by the parties the said Court ordered the Sheriff to  
immediately summon five persons to act as Jurors in place of the three so  
failing to appear & the two so excused. On reading & filing the report of  
Charles B. Leister Gibbons Wentworth Jared Miller Gabry Blackington  
Cyrus Hawes Horace Briston Black White Manton Green John Thompson  
William S. Van Tuyl & Harriett A. Longes Jurors summoned & empaneled  
in this cause bearing date the 16<sup>th</sup> day of June 1844 from which it appears  
that said Jurors met at the Court House in the city of Flint in said  
County of Genesee on the 14<sup>th</sup> day of June 1844 and having taken & subscribed  
the oath required by law & which is to said report attached hereto  
to view the premises described in the petition in this case & that  
that part of Lot Nine (9<sup>th</sup> & seven (7) Block D in Stockton addition  
to the Village of Flint (now city of Flint) embraced within the located  
line & route of said Rail Road as the same has been surveyed as aforesaid  
& filed in the office of the Register of Deeds of said County (by said Court

Isaac Johnson



Scale 1:200

For this area see  
Abstractor Plat No. 324



Deeds onto Rail Road

49/175

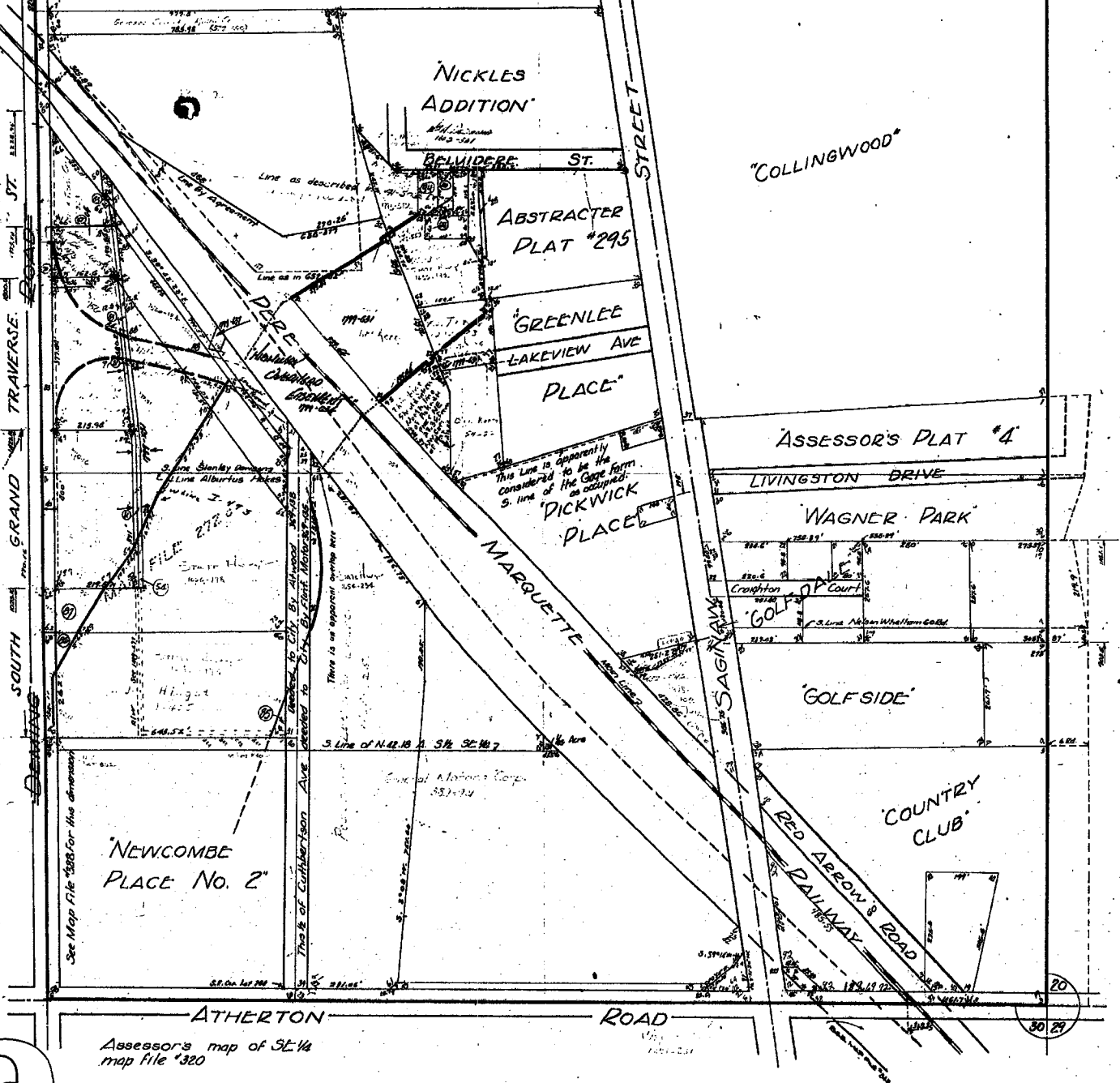
149/344

41-19-131-021

SE. 1/4 SEC. 19-7-7

Scale 1"=200'

For this area see Abstracter Plot of NE 1/4



Assessor's map of SE 1/4 map file #320

See Survey Map North of Newcombe Place No. 2 See Map file #724

Dashed line to Rail Road

49/162

49291

41-19-131-021

13)

Sec 30/711 -

H.H. Dred

49/293

SEC. 30-7-7

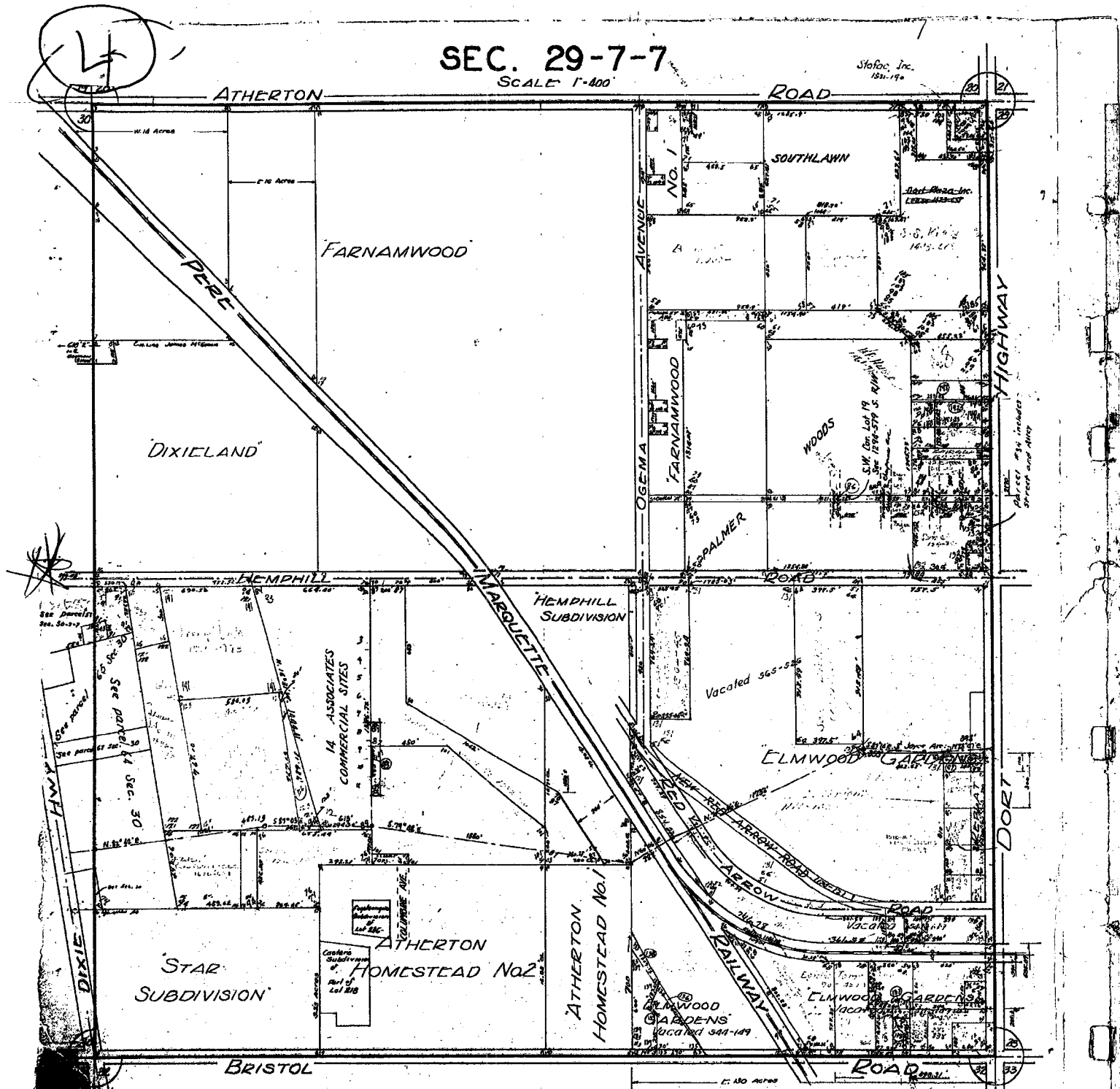
Scale 1"=400'



# SEC. 29-7-7

SCALE 1"=400'

Stofac, Inc.  
1931-1932



Deeds into Railroad

49/293

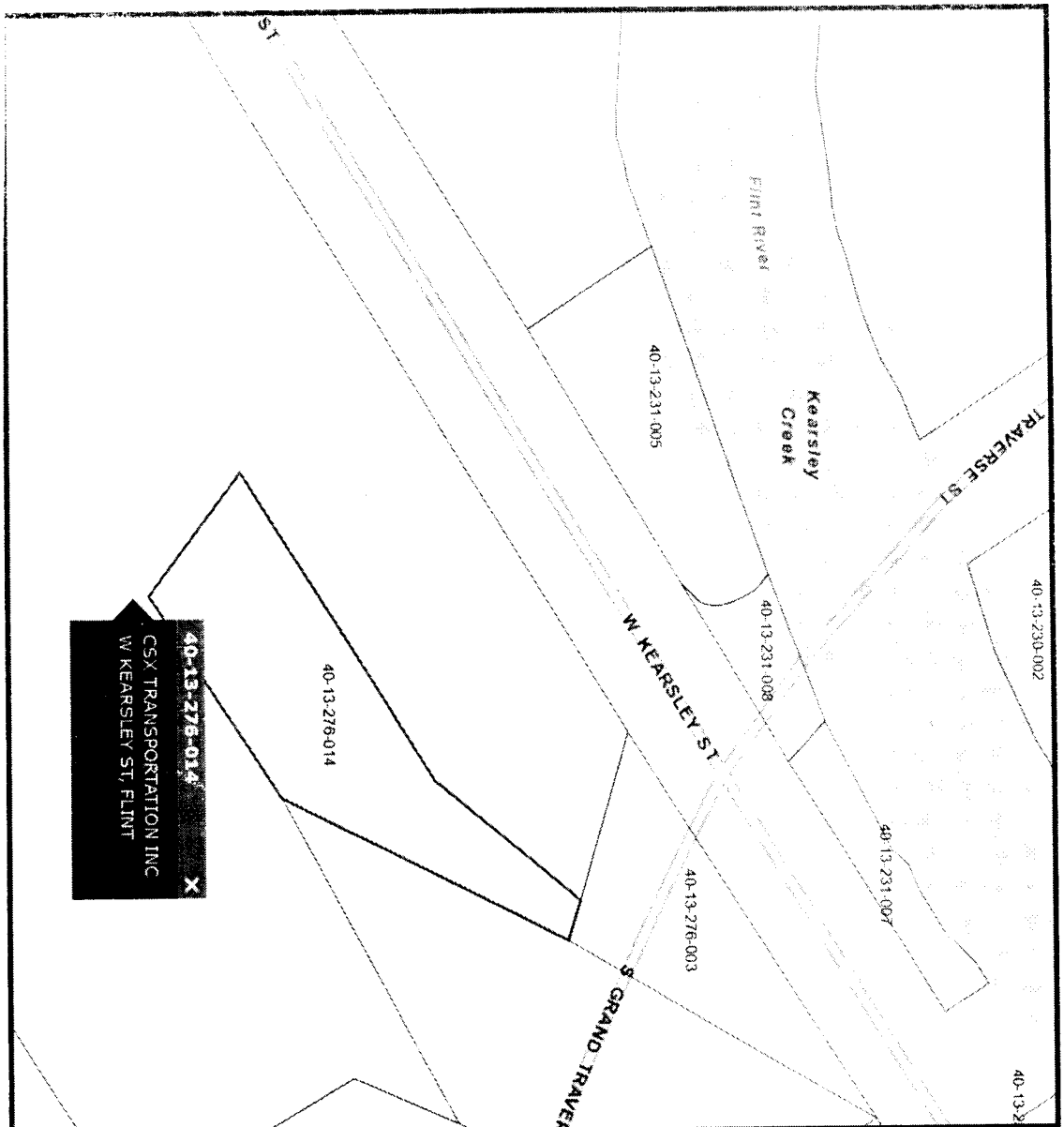
49/149

49/220

Parcel 41-19-131-021

\* Stops at  
Hemphill Rd  
w/4 corner.





Genesee County GIS

  
Map Publication:  
1/18/2019 2:12 PM



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CHURCH ST

234

10-13 D-2

231

F-007

276

278

ST.

1st

ADD.

GRAND TRAVERSE

279

ADD.

ST.

DAY'S

G-007

7-008

8-009

9-025

10-026

WEST

DR.

ST.

DR.

ST.

277

0-009

250

700

356

72

66

115

500

42

3

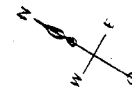
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66

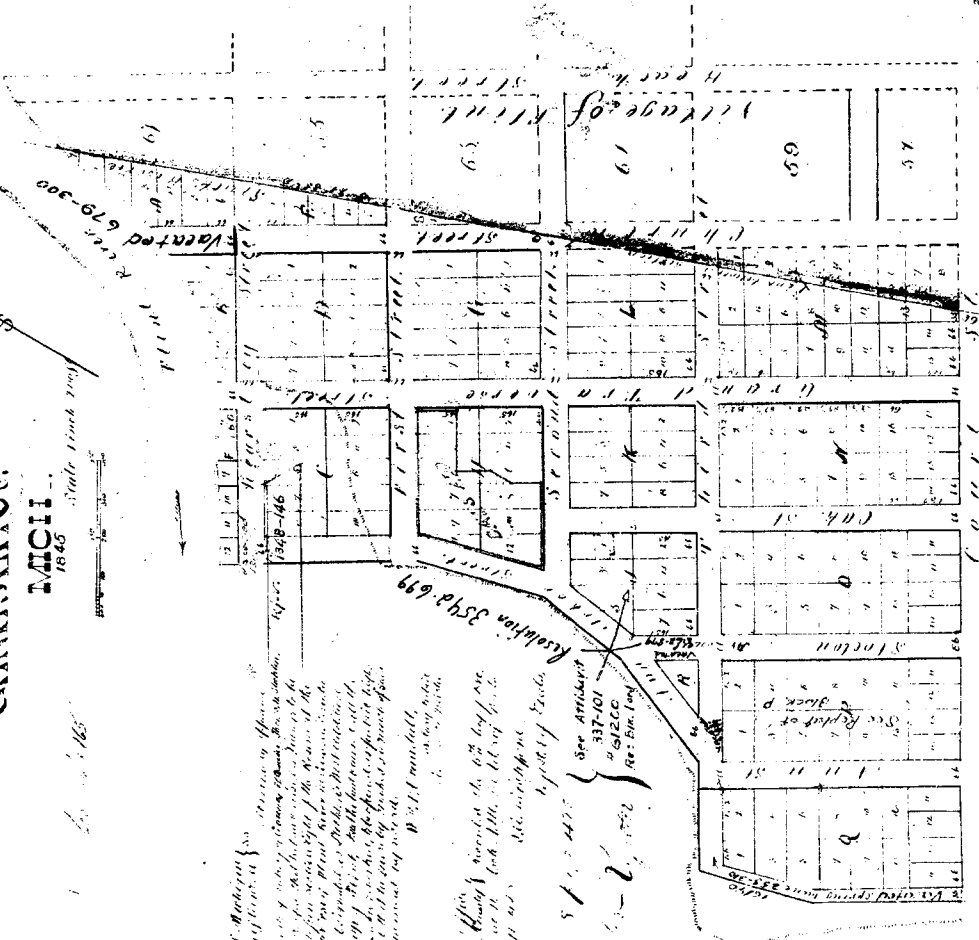
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014

165

$$\frac{D_{\text{eff}}}{D_0} = \frac{\alpha^2}{\beta^2} \left( \frac{1}{1 + \frac{\alpha^2}{\beta^2}} \right) \left( \frac{1}{1 + \frac{\alpha^2}{\beta^2}} \right)$$


2-1-10







# Genesee County GIS

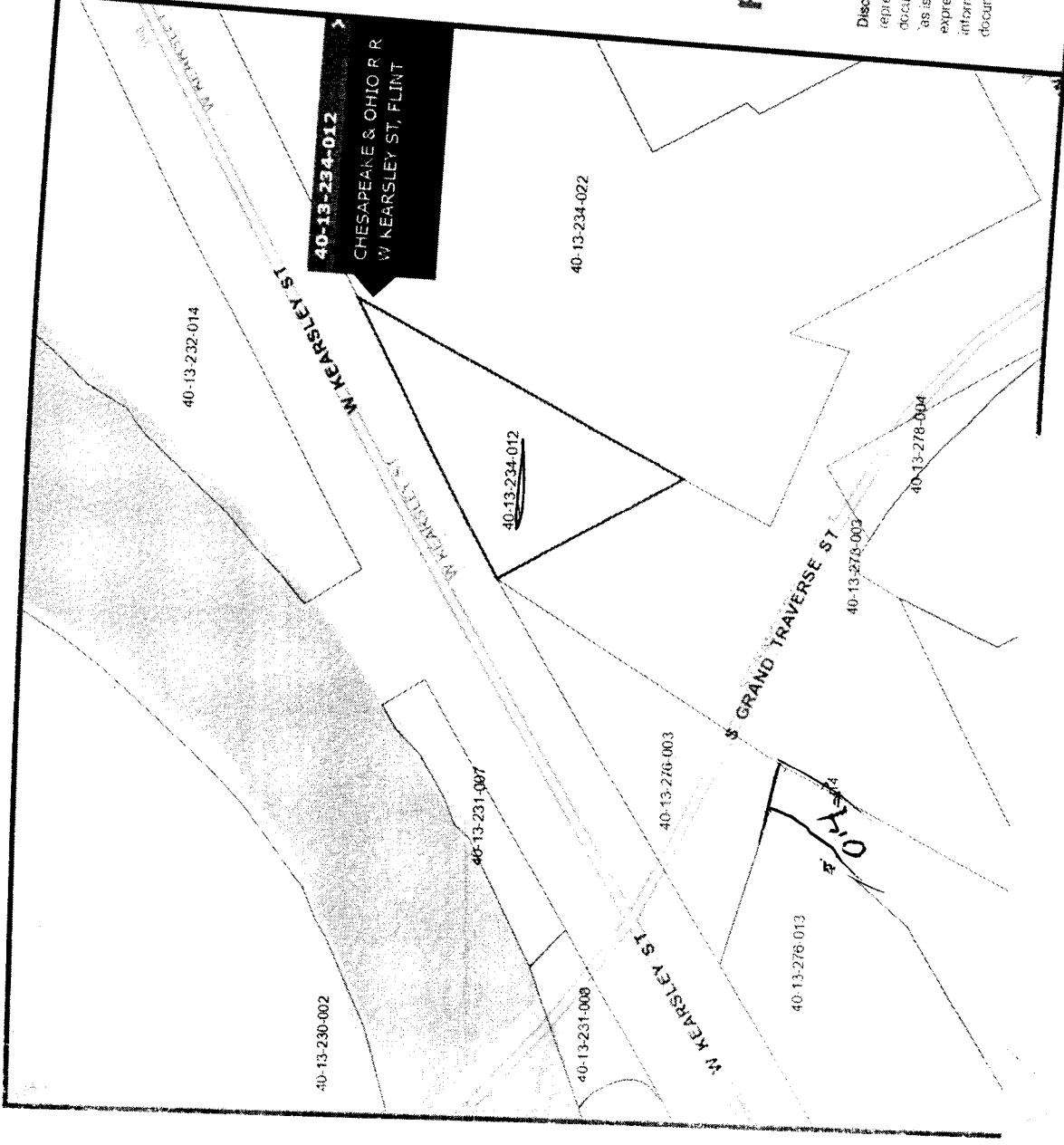


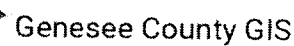
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11/19/2019 9:14 AM



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11/18/2019 2:07 PM



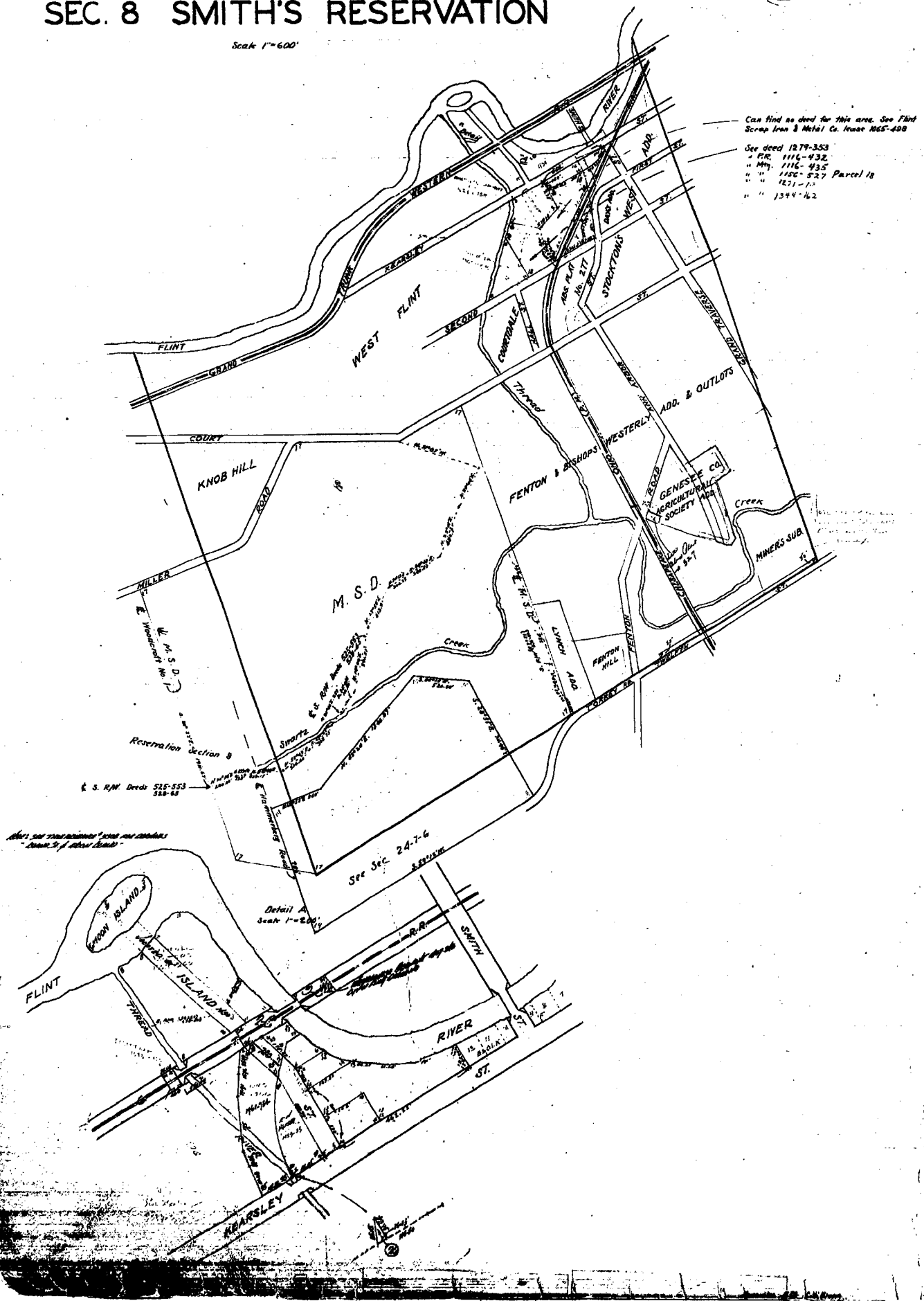
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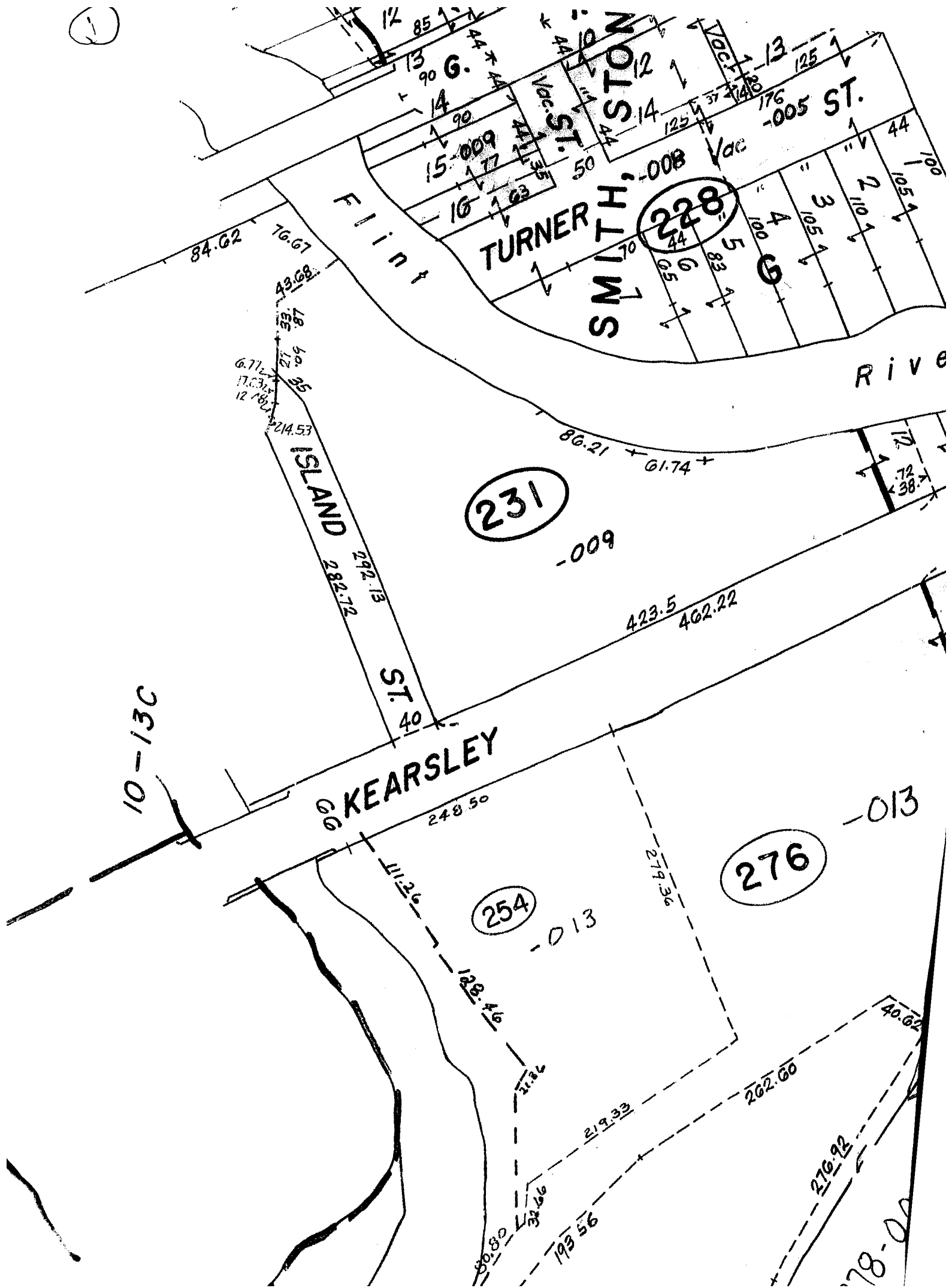
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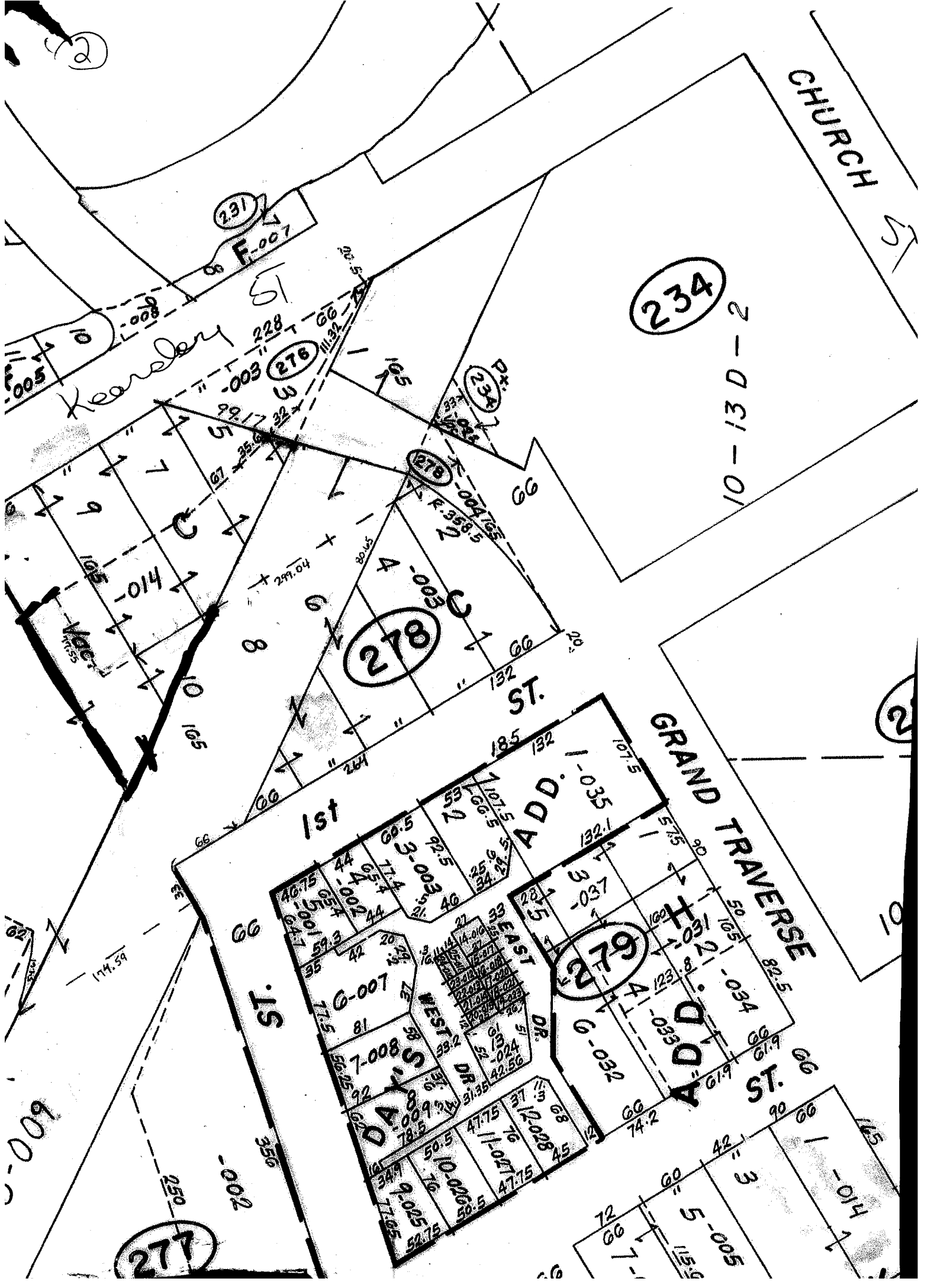
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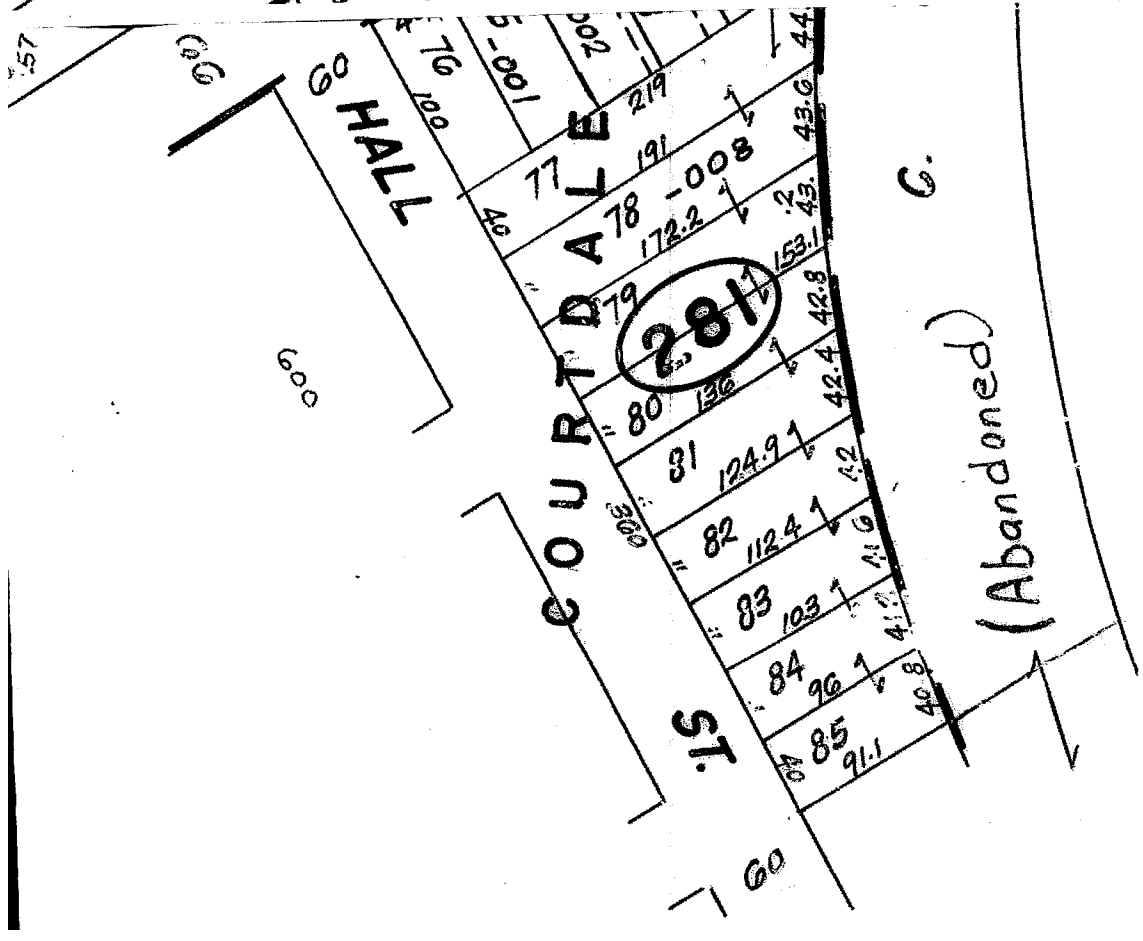
# SEC. 8 SMITH'S RESERVATION

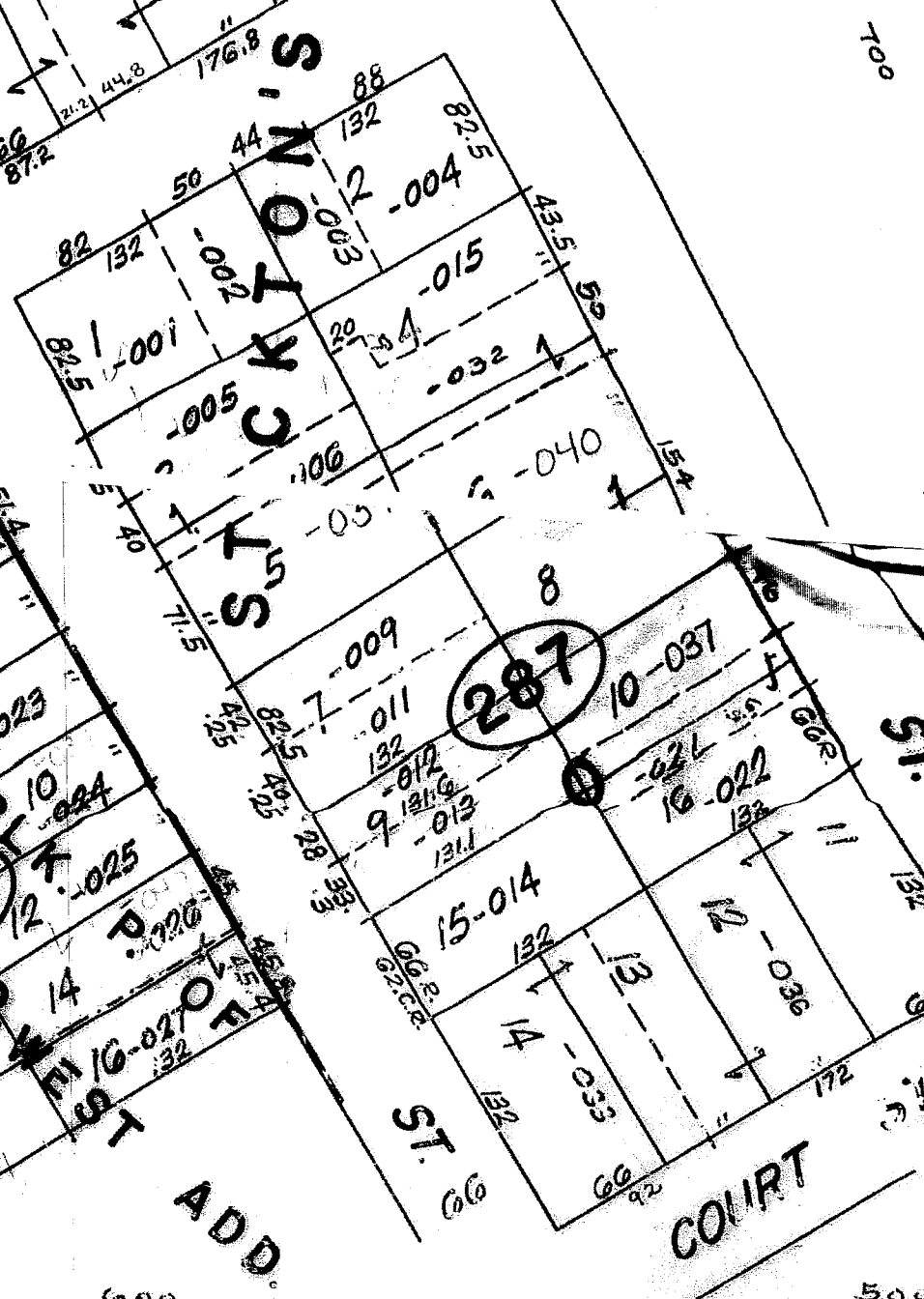
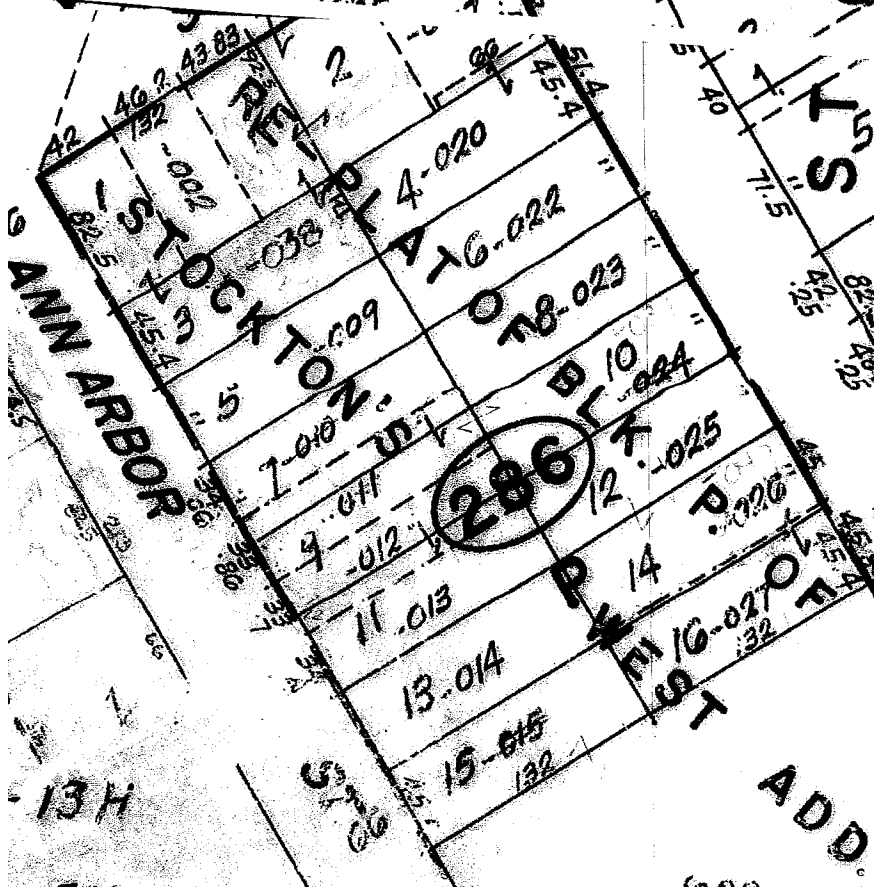
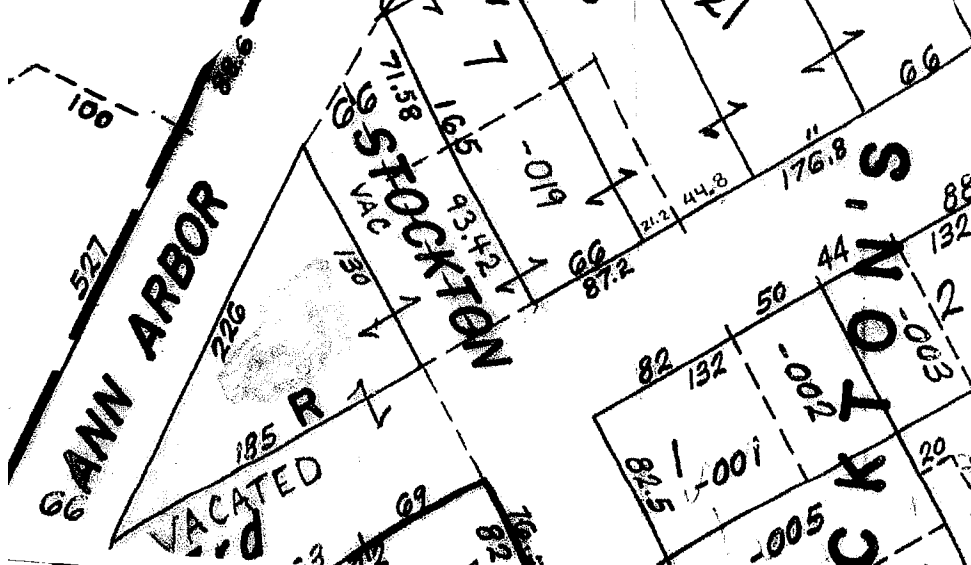
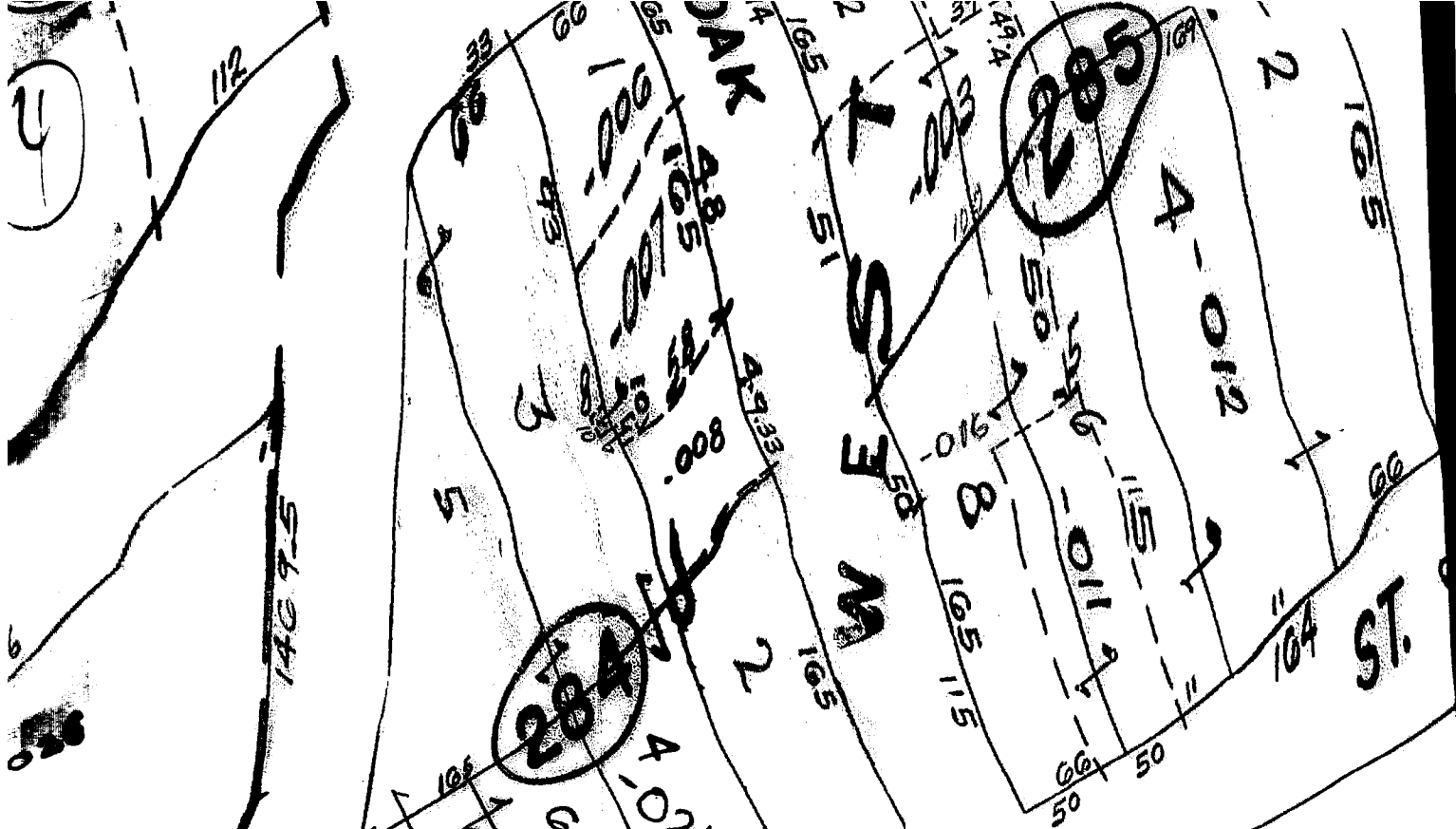
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L

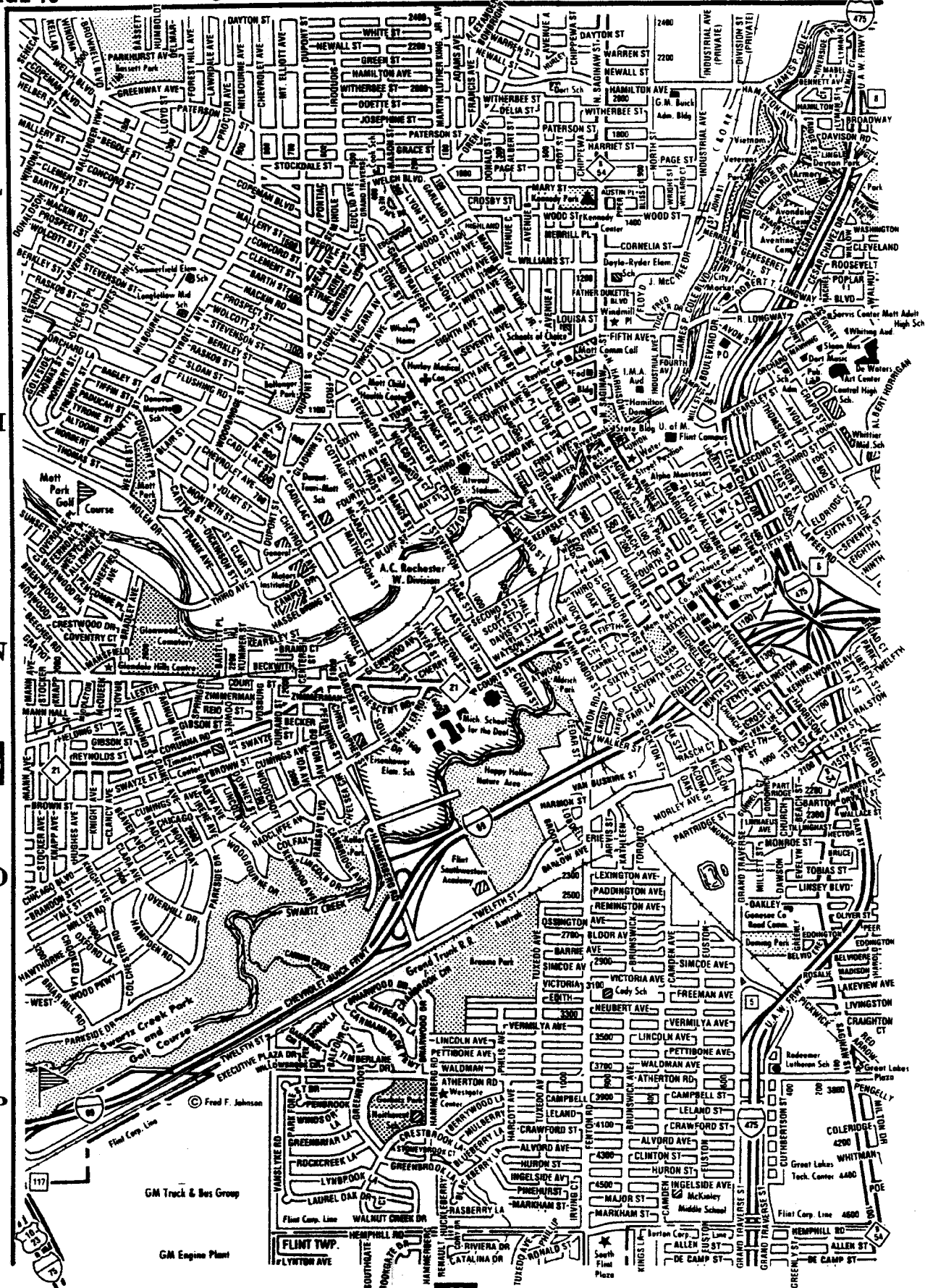
M

N

18

O

P



GM Truck & Bus Group

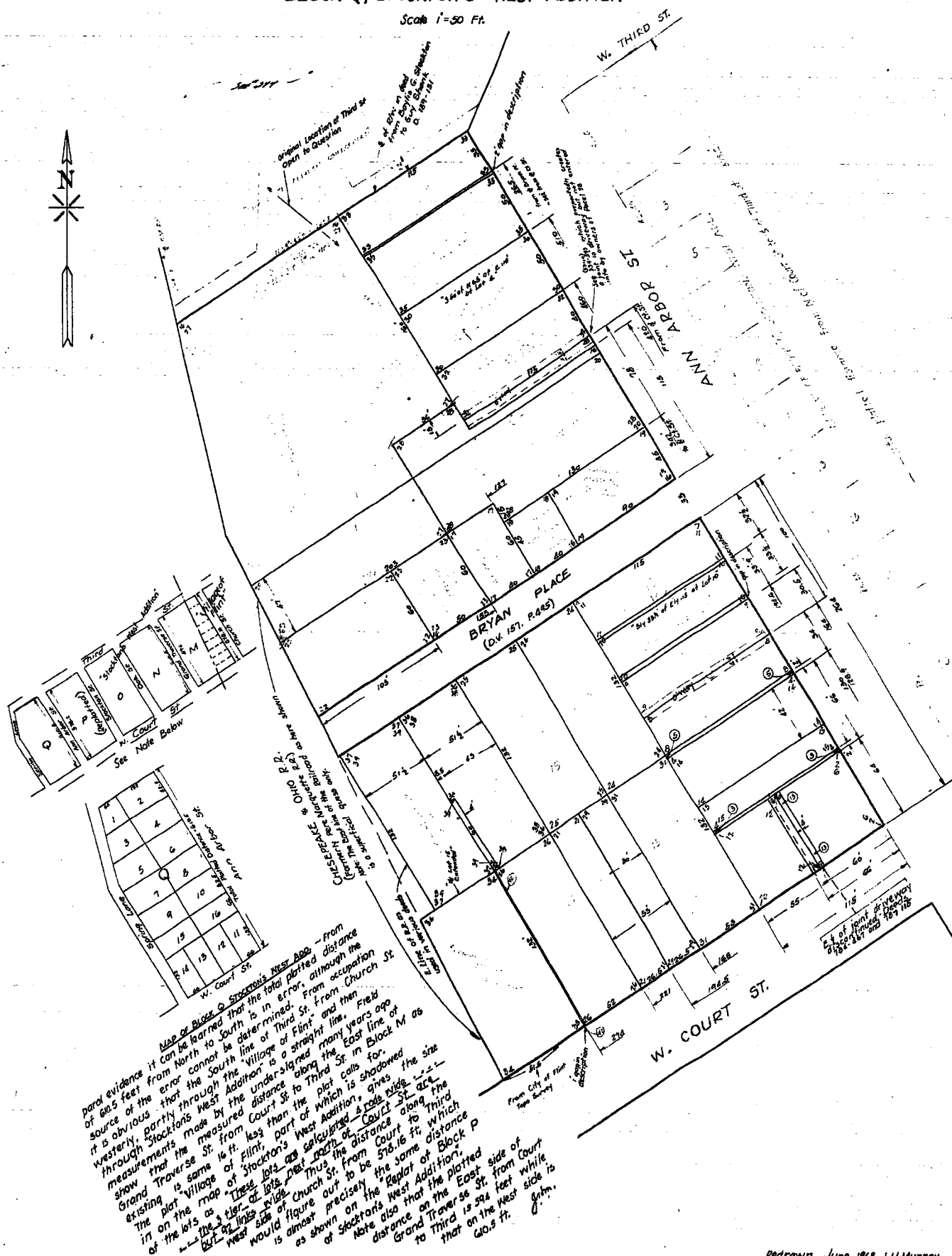
GM Engine Plant

FLINT TWP.

26

BLOCK Q, STOCKTON'S WEST ADDITION

Scale 1" = 50 Ft.



Redrawn, June, 1968, J. H. Murray

Scale 1"=200'

