

Know all Men by these Presents, That on the 23<sup>rd</sup> day of October, 1995 for the sum of ONE DOLLAR and other good and valuable consideration

PORT HURON (MICH) ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership,

whose address is 808 Third Street Suite C Neptune Beach, Florida 32266

CLERK-REGISTER ST. CLAIR COUNTY Received For Record

OCT 30 1995

CONVEYS AND WARRANTS TO

11/10/95 Page 8 Time 2:00 PM

PORT HURON SOUTHERN LIMITED PARTNERSHIP, a Michigan limited partnership

whose address is 808 Third Street Suite C Neptune Beach, Florida 32266

the following described premises

situated in the Township of Port Huron, St. Clair County, Michigan, to-wit:

See Exhibit 'A' attached hereto and made a part hereof.

Subject to easements and restrictions of record. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Grantor hereby restates the provisions of that certain Declaration of Easements, Covenants, Conditions and Restrictions by Grantor dated as of March 1, 1994 and recorded in Liber 1350, Page 633, Public Records of St. Clair County, Michigan.

The foregoing warranty shall be limited to claims of Grantor and all others claiming by, through or under Grantor. This instrument is exempt from state real estate conveyance tax pursuant to M.C.L. § 207.526(s).

Signed in Presence of:

Signed by:

PORT HURON (MICH) ASSOCIATES LIMITED PARTNERSHIP, a Michigan limited partnership

By: Sofran General Properties, a Delaware general partnership, general partner

By: H & R Development Inc., a Delaware corporation

By: Robert Rouleau, Vice President

By: ZS Properties Inc., a Delaware corporation

By: Robert Rouleau, Assistant Vice President

By: RTR Properties Inc., a Delaware corporation

By: Robert Rouleau, Assistant Vice President

Witness Mike Ruzanka Print Name: Mike Ruzanka

Witness Doreen Whisler Print Name: Doreen Whisler

Witness Mike Ruzanka Print Name: Mike Ruzanka

Witness Doreen Whisler Print Name: Doreen Whisler

Witness Mike Ruzanka Print Name: Mike Ruzanka

Witness Doreen Whisler Print Name: Doreen Whisler

[See next page for Notary acknowledgements]

1400 79 Master Code Number 25-1 5712:40 File Number 510 00

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of October, 1995, by Robert Rouleau, as Vice President of H & R Development Inc., a Delaware corporation, which is a general partner of Sofran General Properties, a Delaware general partnership, which is the sole general partner of Port Huron (Mich) Associates Limited Partnership, a Michigan limited partnership, on behalf of said corporation, said general partnership and said limited partnership.



Caroline S. Yates  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:  
November 6, 1996

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of October, 1995, by Robert Rouleau, as Assistant Vice President of ZS Properties, Inc., a Delaware corporation, which is a general partner of Sofran General Properties, a Delaware general partnership, which is the sole general partner of Port Huron (Mich) Associates Limited Partnership, a Michigan limited partnership, on behalf of said corporation, said general partnership and said limited partnership.



Caroline S. Yates  
Notary Public

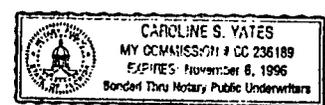
(NOTARIAL SEAL)

My Commission Expires:  
November 6, 1996

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of October, 1995, by Robert Rouleau, as Assistant Vice President of RTR Properties Inc., a Delaware corporation, which is a general partner of Sofran General Properties, a Delaware general partnership, which is the sole general partner of Port Huron (Mich) Associates Limited Partnership, a Michigan limited partnership, on behalf of said corporation, said general partnership and said limited partnership.



Caroline S. Yates  
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

1400

80

Master Code Number

Sub Code Number

File Number

101

## EXHIBIT "A"

Description of Real Estate

Land in the TOWNSHIP of PORT HURON, ST. CLAIR County, Michigan, described as follows:

Part of the Southwest quarter of Section 9, Town 6 North, Range 17 East, described as: Commencing at the West quarter corner of Section 9; thence South 00 degrees 12 minutes 00 seconds West 1602.13 feet along the West line of Section 9; thence North 89 degrees 48 minutes 28 seconds East 33.00 feet to the point of beginning; thence continuing North 89 degrees 48 minutes 28 seconds East 264.27 feet; thence South 00 degrees 11 minutes 32 seconds East 158.00 feet; thence North 89 degrees 48 minutes 28 seconds East 1082.69 feet; thence North 00 degrees 15 minutes 31 seconds West 259.39 feet; thence South 45 degrees 11 minutes 32 seconds East 247.19 feet; thence South 00 degrees 11 minutes 32 seconds East 474.34 feet to the North line of the "Sherman K. Willard Plat" as recorded in Liber 55 of Plats, page 13, St. Clair County Register of Deeds Office; thence North 89 degrees 59 minutes 06 seconds West 1092.98 feet to the Northerly right of way line of Interstate Highway 69 Business Loop (formerly Highway M-21); thence along said right of way line North 54 degrees 47 minutes 22 seconds West 226.25 feet; thence North 00 degrees 11 minutes 32 seconds West 377.72 feet; thence South 89 degrees 48 minutes 28 seconds West 244.27 feet to the Easterly right of way line of 32nd Street; thence North 00 degrees 12 minutes 00 seconds West 35.00 feet to the point of beginning.

Together with Easement rights for access and drainage purposes over the following described parcel; Lot 40, except the North 632.10 feet and except the North 225 feet of the South 664.4 feet of the East 200 feet and except the North 76 feet of the South 363.4 feet of the East 200 feet and except the South 221.4 feet of the East 645.61 feet and except the North 76 feet of the South 439.40 feet of the East 200 feet of Lot 40 and except that part lying Southwest of the Northeast right-of-way line of M-21 and including part of Lot 39 1/2 lying Northeast of M-21, Commissioners Map Plat of Lands of the Estate of D.B. Harrington, according to the plat thereof as recorded in Liber 23 of Plats, page 9, St. Clair County Register of Deeds Office.

Together with the benefitting rights of ingress and egress created pursuant to that certain Declaration of Easements, Covenants, Conditions and Restrictions executed by Port Huron (MICH) Associates Limited Partnership, a Michigan Limited Partnership, and recorded in Liber 1350, page 633, St. Clair County Records.

Together with the benefitting rights of ingress and egress created pursuant to that Quit Claim Deed executed by Port Huron (MICH) Associates Limited Partnership, recorded in Liber 1375, page 660, St. Clair County Records.

Date October 30, 1995

L T O U

81 Master Code Number

Sub Code Number

File Number

10

This Indenture, Made this 20th day of February A.D., 1980

Between the Michigan Department of Transportation whose address is Lansing, Michigan, first party, and Sherman K. Willard, 3008 Howard Street, Port Huron, Michigan 48060

555 882317 EQ0005.00 DE

Witnesseth, That first party, for and in consideration of the sum of Twelve Thousand Two Hundred Fifty Dollars and no/100 Dollars (\$12,250.00)

receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto second party, and the heirs and/or successors and assigns thereof, forever, the certain parcel of land described as:

All that part of Tracts A, B and C which lies Southwesterly of a line 103 feet Southwesterly of (measured at right angles) and parallel to a line described as: beginning at a point on the East line of Section 8, T6N, R17E, Port Huron Township, St. Clair County, Michigan, which is North 02 deg. 10' 32" West a distance of 600.20 feet from the Southeast corner of said Section 8; thence North 56 deg. 45' 54" West a distance of 3,000 feet to a point of ending.

Tract A: All of Lot 40 and the East 662.88 feet of Lots 39 1/2 and 41, Commissioners' Map Plat of lands of the Estate of D. B. Harrington, lying in Sections 5, 8 and 9 and Private Claim No. 3, T6N, R17E, Port Huron Township, St. Clair County, Michigan, as recorded in Liber 23 of Plats, page 9, St. Clair County Records. Excepting therefrom the East 100 feet of the South 350 feet of said Lot 41, and further excepting the West 496.44 feet of the East 662.88 feet of the South 350 feet of said Lot 41.

Tract B: The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 8, T6N, R17E, Port Huron Township, St. Clair County, Michigan. Excepting therefrom the South 863.8 feet. And also Excepting therefrom the East 90 feet.

Tract C: The West 66 feet of the North 480 feet of the South 863.8 feet of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 8, T6N, R17E, Port Huron Township, St. Clair County, Michigan.

Fluid mineral and gas rights are reserved under provisions of Act 22 of the Public Acts of 1962, as amended.

This conveyance is given subject to the following conditions and covenants and which covenants shall be construed as covenants running with the land, and shall be binding upon the second party named herein and the heirs and/or successors and assigns thereof:

1. No junk yard, automobile salvage or automobile graveyard, garbage dump, or sanitary fill shall be maintained on any part of the described premises within 1,000 feet from an interstate or a primary highway, except as provided in Act 219, P. A. of 1966, as amended.
2. The right to maintain public utility facilities existing on, under or over the land herein described is hereby reserved unto the owners of said facilities together with the right to go upon said lands for the purpose of maintaining said utility facilities.
3. That all water run-off and drainage from the abutting highway right-of-way shall be allowed a free and uninterrupted flow over the above-described parcel of land, and second party shall not change the physical condition of the above-described parcel of land so as to impede the free flow of water run-off and drainage from the abutting highway right-of-way.
4. There shall be no right of direct ingress or egress from Highway M-21 to, from and between the lands herein described.

This is to certify that they are no tax here due paid for FIVE YEARS previous to the date of this instrument. This card/indexing does not include taxes, if any now in the process of collection by the City, Village or Township Treasurer.

St. Clair County Treasurer

*[Handwritten Signature]*

Sub. Code Number

File Number

MAY 0 1980  
Recorded Date

682  
K-683B  
74-28-190-0105-000

EXEMPT under Sec. 5 (h) Act 134  
P.A. 1936, as amended, from Mich.  
Real Estate Transfer Tax

and first party, for itself and its successors in office, does covenant, grant, bargain and agree to and with second party, that it has not heretofore done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is or shall or may be charged or encumbered in title, estate or otherwise howsoever; and that first party will warrant and defend the said granted premises, with the appurtenances, unto second party, the heirs and/or successors and assigns thereof, against the lawful claims and demands of all persons claiming by, from or under the first party but against no other person.

In Witness Whereof, First party has hereunto set its hand and seal the day and year first above written.

Signed and delivered in presence of:

Michigan Department of Transportation

Margaret J. Hughes  
Margaret J. Hughes

by John P. Woodford  
John P. Woodford Director

E. Jean Hitchcock  
E. Jean Hitchcock

STATE OF MICHIGAN }  
COUNTY OF INGHAM } ss.



On this 20th day of February, A.D. 19 80, before me personally appeared

John P. Woodford to me known to be the same person who executed the within instrument, and who being duly sworn by me, did say that he is the Director of the Michigan Department of Transportation, and who acknowledged the above conveyance to be his free act and deed and the free act and deed of the Michigan Department of Transportation.

E. Jean Hitchcock  
E. Jean Hitchcock  
Notary Public Ingham County, Michigan

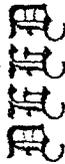
Acting in Ingham County, Michigan,

My commission expires September 7, 1981.

DRAFTED BY: Ted R. Olsen

BUSINESS ADDRESS:  
Michigan Department of Transportation  
P.O. Box 30050  
Lansing, Michigan 48909

Return - S. Killard  
3008 Boulevard  
P.O. Box 4060



MICHIGAN DEPARTMENT OF  
TRANSPORTATION  
-TO-

REGISTER'S OFFICE

St. Clair County

This instrument was presented and

received for record this \_\_\_\_\_ day

of MAY 8 1980 A.D., 19\_\_

at 3:25 P.M., and recorded in liber 1093

of deeds on page 852-853, as a proper

tax certification was furnished in com-

pliance with law.

Daniel J. Wright  
Register of Deeds

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
Lansing, Michigan

Master Code Number

Sub. Code Number

File Number

Recorded Date  
MAY 8 1980

KNOW ALL MEN BY THESE PRESENTS, That William C. Lietz and Estelle Lietz, husband and wife, of 3510 Grilswold Road, Port Huron, Michigan

for and in consideration of the sum of Two Thousand One Hundred Fifty (\$2,150.00) Dollars, receipt whereof is hereby acknowledged, do hereby convey and warrant to John C. Mackie, as State Highway Commissioner of the State of Michigan, and to his successors in office, whose address is Lansing, Michigan, the following described real estate situated in ~~St. Clair~~ Township of Port Huron, St. Clair County, State of Michigan.

All of the West 331.44 feet of the East 994.32 feet of Lot 39 of the following described Tract "A".

The lands described above in fee contain an area of 7.76 acres, more or less.

Tract "A": A parcel of land in Port Huron Township, St. Clair County, Michigan, described as: The West 331.44 feet of the East 994.32 feet of Lots 39, 39½ and 41 of Commissioner's Map Plat of the Lands of the Estate of D. B. Harrington, according to the Plat thereof as recorded in Liber 23 of Plats, Page 9, St. Clair County Register of Deeds Office, EXCEPT Grand Trunk Railroad right of way.

The grantors convey and warrant to the said John C. Mackie, as State Highway Commissioner, and his successors in office, all right of direct egress from the said premises retained by grantors to the said highway to be constructed on the premises herein described, and all right of direct ingress from said highway to said premises retained by the grantors.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs, successors or assigns.

**JUN 16 1964**

This is to certify that there are no tax liens or taxes on this property and that the taxes are paid for FIVE YEARS previous to the date of this instrument. This certification does not include taxes, if any now in the process of collection by the City, Village or Township Treasurer.

MARGARET A. WOODWARD  
St. Clair County Treasurer  
*Margaret A. Woodward*

Control Section 77023 B Parcel 103

R2.75

LIBER 885 PAGE 433

Abstract office

Master Code Number

Sub. Code Number

FILE NUMBER

BOOK NUMBER

Grantor warrant that said real estate is free of all encumbrances, except:

Executed, this 15 day of June, 1964

Fred W. George Witness  
Betty Jones Witness

William C. Lietz Grantor (L.S.)  
Estelle Lietz Grantor (L.S.)

Witness Grantor (L.S.)

State of Michigan } ss.  
 County of St. Clair

On this 15 day of June in the year one thousand nine hundred 64  
 before me personally appeared William C. Lietz and Estelle Lietz, husband and wife.

to me known to be the same person 2 described in and who executed the within instrument, and severally acknowledged the same to be their free act and deed.

Fred W. George  
 Notary Public St. Clair County, Michigan  
 Acting in St. Clair County, Michigan  
 My Commission Expires August 28 1967

**CORPORATE ACKNOWLEDGMENT**

State of \_\_\_\_\_ } ss.  
 County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are respectively President and \_\_\_\_\_ of \_\_\_\_\_ 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 \_\_\_\_\_ severally acknowledged said instrument to be the free act and deed of said Corporation.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_  
 (Acting in \_\_\_\_\_ County, Michigan.)  
 My Commission Expires \_\_\_\_\_

Recorded at 6 A.M. on this JUN 16 day of 1964  
 in Liber 285 of Deeds on page (s) 433 to 434

Robert D. Hubert  
 Register of Deeds of St. Clair County, Michigan

Drafted by: Wm. F. Cline  
 Address: Stevens T. Mason Bldg.  
Lansing Michigan

Master Code Number  
 Sub. Code Number

EASEMENT

THIS INDENTURE, made the 12<sup>th</sup> day of February, 1993, between Jerome C. Sterling, a single man, 2855 Strawberry Lane, Port Huron, Michigan 48060, First Party and Port Huron (Mich) Associates Limited Partnership, a Michigan limited partnership, c/o Sofran Group, 808 Third Street, Suite C, Neptune Beach, Florida 32233, Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of Ten Dollars and other valuable consideration to him in hand paid by the Second Party, the receipt whereof is hereby acknowledged, does by these presents, grant unto the Second Party, its successors, and assigns, an easement for the purpose of installing and maintaining a force main pump drain and appurtenances at the approximate location as set forth in the drawing attached hereto as Exhibit A, including access thereto in and upon the following described parcel of land to-wit:

DESCRIPTION OF REAL ESTATE:

LAND IN THE TOWNSHIP OF PORT HURON, ST. CLAIR COUNTY, MICHIGAN DESCRIBED AS:

Lot 40 except the North 632.10 feet and except the North 225 feet of the South 664.4 feet of the East 200 feet and except the North 76 feet of the South 363.4 feet of the East 200 feet and except the South 221.4 feet of the East 645.61 feet and except the North 76 feet of the South 439.40 feet of the East 200 feet of Lot 40 and except that part lying Southwest of the Northeast right-of-way line of M-21 and including part of Lot 39-1/2 lying Northeast of M-21, Commissioners Map Plat of Lands of the Estate of D.B. Harrington, according to the plat thereof as recorded in Liber 23 of Plats, page 9, St. Clair County Register of Deeds Office.

PROVIDED that the granting of the above easement does not vest in Second Party authority to use any portion of the said property for purposes other than herein designated.

PROVIDED that this easement shall terminate and become null and void 90 days from the date Port Huron Township certifies to First Party that construction of an alternate surface water drainage system has been completed servicing Second Party's property lying immediately east of the above described parcel, which property is described on Exhibit B attached hereto. The easement herein granted shall be appurtenant to and run with said property described on Exhibit B and every part thereof.

Master Code Number

Sub Code Number

File Number

PROVIDED that Second Party shall restore to at least its present condition, the premises including finished grading, restoration of drainage and re-seeding upon conclusion of the construction work. In the event a dispute arises regarding the sufficiency of the restoration work, Port Huron Township Supervisor, C. Robert Lewandowski, shall decide the matter.

PROVIDED that all work including restoration, shall be performed at a time and in a manner so as to cause a minimum of interference with the operation of First Party's driving range business on the property and to permit access by customers to the property during business hours.

PROVIDED that the permanent easement herein granted shall be eight feet in width, rather than the ten to twelve feet shown on Exhibit "A".

PROVIDED in the event the easement conflicts with First Party's development of its property, upon sixty days notice in writing from First Party and the obtaining of all required permits, Second Party will at its expense commence the re-routing, within First Party's property, or within the property lying between the Southerly line of First Party's property and the Northerly right of way line of I-69, any portion of said easement not presently abutting I-69 provided a valid easement for the new location is granted to Second Party by the then fee owner of the property through which the new locations runs on the same terms and conditions as herein set forth.

PROVIDED it is expressly agreed that all rights vested in First Party pursuant to this agreement shall run with First Party's above described property and shall be enforceable by any subsequent owner.

IN WITNESS WHEREOF, the said party of the First Party has hereunto put his hand and seal the day and year first above written.

IN THE PRESENCE OF:

  
FRANK O. STAIGER

  
Jerome C. Sterling

  
JUDY C. FISHER

STATE OF MICHIGAN )  
                                  : ss.  
COUNTY OF ST. CLAIR)

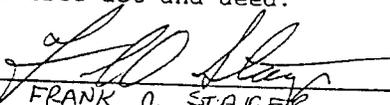
On this 12<sup>th</sup> day of February, 1993, before me the subscribed, a Notary Public in and for said County, personally

Master Code Number

Sub Code Number

File Number

appeared Jerome C. Sterling who is known to be the same person described in and who executed the within instrument, and who has acknowledged the same to be his free act and deed.

  
FRANK O. STAIGER  
Notary Public  
St. Clair County, Michigan  
My commission expires: 3-29-93

Drafted by and return to:

Frank O. Staiger  
901 Huron Avenue  
Port Huron, Michigan 48060

/JF57

Master Code Number

Sub Code Number

File Number



PARCEL 1: Lots 1, 2, 8 and 9, except the West 231 feet of each lot; Lots 3 through 7, inclusive; that part of Lots 10 through 17, inclusive and Lots 26 through 33, inclusive, lying North of M-21 Right-of-Way, Sherman K. Willard Plat, according to the plat thereof as recorded in Liber 55 of Plats, page 13, St. Clair County Register of Deeds Office.

PARCEL 2: That part of Lot 25 of Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office, lying North and East of Sherman K. Willard Plat.

PARCEL 3: That part of Lot 24 of Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office, lying North of Sherman K. Willard Plat; except the North 470 feet of the East 470 feet thereof; and further except that part lying South of a line described as: Beginning at the Northeast corner of Lot 38, Sherman K. Willard Plat; thence East a distance of 196 feet; thence North to a line 33 feet South of the centerline of Chestnut Street extended; thence East along said line to Easterly line of Lot 24, Supervisor's Howard Street Plat; and further except commencing at a point on the East line of said Lot 24, 33 feet North of the centerline of Chestnut Street; extended Westerly; thence West parallel to and 33 feet North of the centerline of Chestnut Street to a point on the East line of 27th Street extended Northerly; thence North 150 feet along the East line of 27th Street; thence East parallel to the centerline of Chestnut Street to a point on the East line of said Lot 24; thence South along the East line of Lot 24, 150 feet to the point of beginning.

PARCEL 4: Lot 12, Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.

PARCEL 5: All of Lot 10, except the North 175 feet of the West 66 feet, Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.

PARCEL 6: Land in the Southwest 1/4 of Section 9, more particularly described as that portion of 27th Street, extended, lying between the centerline of White Street, extended, and the North line of Griswold Road.

PARCEL 7: West 231 feet of Lot 2, Sherman K. Willard Plat, according to the plat thereof as recorded in Liber 55 of Plats, page 13, St. Clair County Register of Deeds Office.

PARCEL 8: Lot 11, Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.

PARCEL 9: All that part of Lot 24 Supervisor Howard Street Plat, described as follows: Commencing at a point 33 feet North of the extended centerline of Chestnut Street and fifty (50) feet West of the East line of Lot 24, thence North 75 feet to the point of beginning of this description, thence West parallel with the centerline of Chestnut Street to where the East line of Twenty-seventh Street if extended would intersect, thence North along the East line of Twenty-seventh Street 75 feet, thence East at right angles to a point fifty (50) feet West of East line of Lot 24, thence South 75 feet to the point of beginning, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.

PARCEL 10: All that part of Lot 24, Supervisor's Howard St. Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office, described as follows: Beginning at a point 33 feet North of the extended center line of Chestnut Street and 50 feet West of the East line of Lot 24; thence West parallel to the extended center line of Chestnut Street to a point 33 feet East of the extended center line of Twenty-seventh Street; thence North 75 feet parallel to the centerline of Twenty-seventh Street extended; thence East parallel to the center line of Chestnut Street extended to a point 50 feet West of the East line of Lot 24; thence South 75 feet parallel to the East line of Lot 24 to the point of beginning.

EXHIBIT B

Master Code Number

Sub Code Number

File Number

LIBER 1280 344

MARION SARGENT  
CLERK/REGISTER  
ST. CLAIR COUNTY  
RECEIVED FOR RECORD

MAR 12 1993

44  
3447  
348 TIME  
*Marion Sargent*  
DEPUTY

EASEMENT

THIS INDENTURE, made the 12<sup>th</sup> day of February, 1993, between Jerome C. Sterling, a single man, 2855 Strawberry Lane, Port Huron, Michigan 48060, First Party and Port Huron (Mich) Associates Limited Partnership, a Michigan limited partnership, c/o Sofran Group, 808 Third Street, Suite C, Neptune Beach, Florida 32233, Second Party.

WITNESSETH, that First Party, for and in consideration of the sum of Ten Dollars and other valuable consideration to him in hand paid by the Second Party, the receipt whereof is hereby acknowledged, ~~does by these presents,~~ grant unto the Second Party, its successors, and assigns, an easement for the purpose of installing and maintaining a force main pump drain and appurtenances at the approximate location as set forth in the drawing attached hereto as Exhibit A, including access thereto in and upon the following described parcel of land to-wit:

DESCRIPTION OF REAL ESTATE:	7284A000 03/12/93DEFD4 **0002**	15.00
LAND IN THE TOWNSHIP OF PORT HURON, ST. CLAIR COUNTY, MICHIGAN DESCRIBED AS:	7284A000 03/12/93SERF4 **0002**	2.00

Lot 40 except the North 632.10 feet and except the North 225 feet of the South 664.4 feet of the East 200 feet and except the North 76 feet of the South 363.4 feet of the East 200 feet and except the South 221.4 feet of the East 645.61 feet and except the North 76 feet of the South 439.40 feet of the East 200 feet of Lot 40 and except that part lying Southwest of the Northeast right-of-way line of M-21 and including part of Lot 39-1/2 lying Northeast of M-21, Commissioners Map Plat of Lands of the Estate of D.B. Harrington, according to the plat thereof as recorded in Liber 23 of Plats, page 9, St. Clair County Register of Deeds Office.

PROVIDED that the granting of the above easement does not vest in Second Party authority to use any portion of the said property for purposes other than herein designated.

PROVIDED that this easement shall terminate and become null and void 90 days from the date Port Huron Township certifies to First Party that construction of an alternate surface water drainage system has been completed servicing Second Party's property lying immediately east of the above described parcel, which property is described on Exhibit B attached hereto. The easement herein granted shall be appurtenant to and run with said property described on Exhibit B and every part thereof.

1280-344

Master Code Number

23.9

Sub Code Number

39.40

File Number

326

U

PROVIDED that Second Party shall restore to at least its present condition, the premises including finished grading, restoration of drainage and re-seeding upon conclusion of the construction work. In the event a dispute arises regarding the sufficiency of the restoration work, Port Huron Township Supervisor, C. Robert Lewandowski, shall decide the matter.

PROVIDED that all work including restoration, shall be performed at a time and in a manner so as to cause a minimum of interference with the operation of First Party's driving range, business on the property and to permit access by customers to the property during business hours.

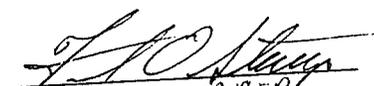
PROVIDED that the permanent easement herein granted shall be eight feet in width, rather than the ten to twelve feet shown on Exhibit "A".

PROVIDED in the event the easement conflicts with First Party's development of its property, upon sixty days notice in writing from First Party and the obtaining of all required permits, Second Party will at its expense commence the re-routing, within First Party's property, or within the property lying between the Southerly line of First Party's property and the Northerly right of way line of I-69, any portion of said easement not presently abutting I-69 provided a valid easement for the new location is granted to Second Party by the then fee owner of the property through which the new locations runs on the same terms and conditions as herein set forth.

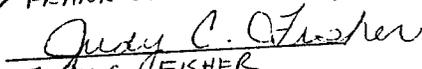
PROVIDED it is expressly agreed that all rights vested in First Party pursuant to this agreement shall run with First Party's above described property and shall be enforceable by any subsequent owner.

IN WITNESS WHEREOF, the said party of the First Party has hereunto put his hand and seal the day and year first above written.

IN THE PRESENCE OF:

  
FRANK O. STANGER

  
Jerome C. Sterling

  
JUDY C. FISHER

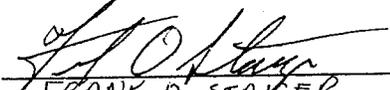
STATE OF MICHIGAN )  
                          : ss.  
COUNTY OF ST. CLAIR)

On this 12<sup>th</sup> day of February, 1993, before me the subscribed, a Notary Public in and for said County, personally

LIBER 1280 346

1280-346

appeared Jerome C. Sterling who is known to be the same person described in and who executed the within instrument, and who has acknowledged the same to be his free act and deed.

  
FRANK O. STAIGER  
Notary Public  
St. Clair County, Michigan  
My commission expires: 3-29-93

Drafted by and return to:

Frank O. Staiger  
901 Huron Avenue  
Port Huron, Michigan 48060

/JF57

Master Code Number

Sub Code Number

File Number

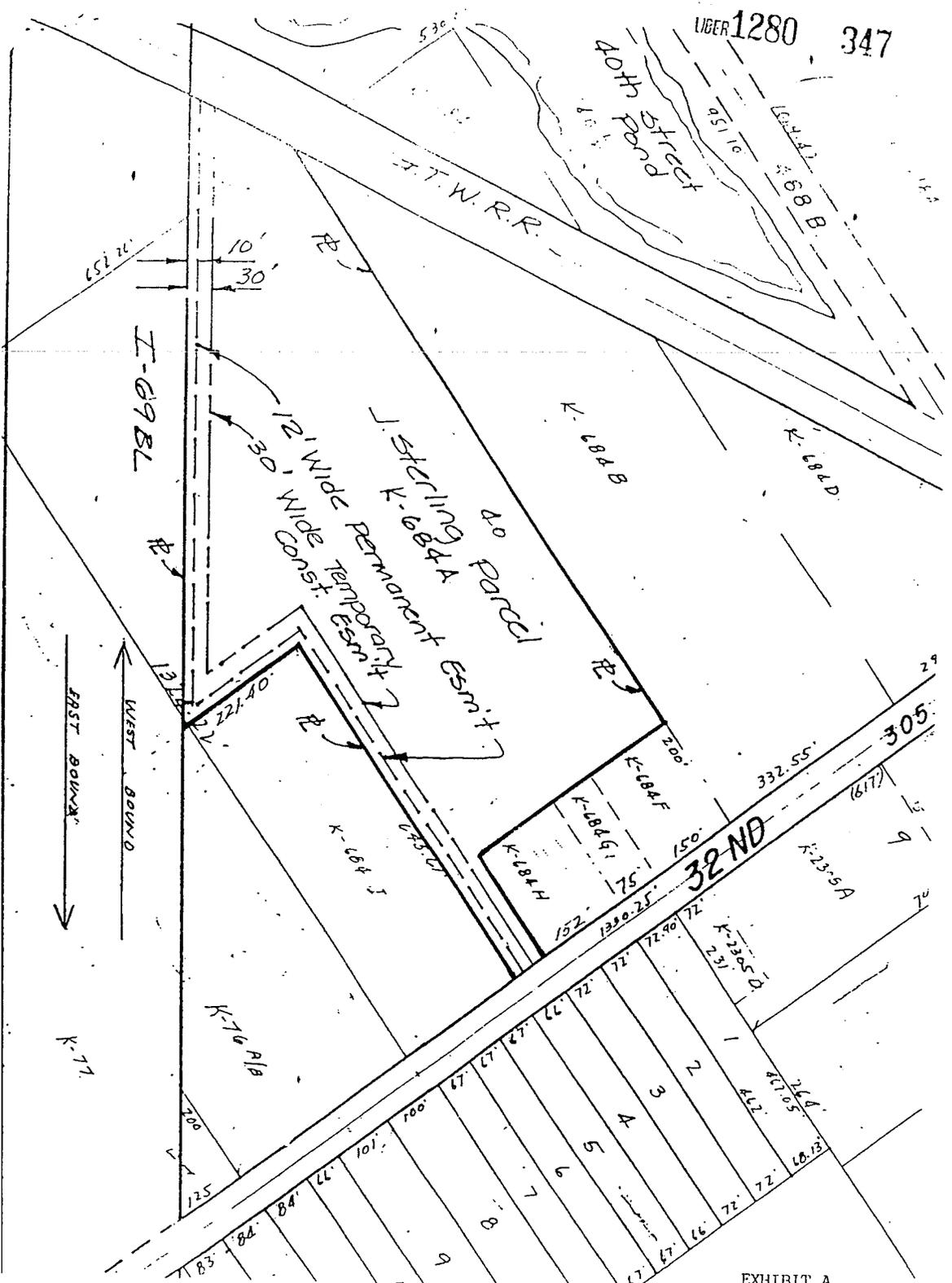


EXHIBIT A

- PARCEL 1: Lots 1, 2, 8 and 9, except the West 231 feet of each lot; Lots 3 through 7, inclusive; that part of Lots 10 through 17, inclusive and Lots 26 through 33, inclusive, lying North of M-21 Right-of-Way, Sherman K. Willard Plat, according to the plat thereof as recorded in Liber 55 of Plats, page 13, St. Clair County Register of Deeds Office.
- PARCEL 2: That part of Lot 25 of Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office, lying North and East of Sherman K. Willard Plat.
- PARCEL 3: That part of Lot 24 of Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office, lying North of Sherman K. Willard Plat; except the North 470 feet of the East 470 feet thereof; and further except that part lying South of a line described as: Beginning at the Northeast corner of Lot 38, Sherman K. Willard Plat; thence East a distance of 196 feet; thence North to a line 33 feet South of the centerline of Chestnut Street extended; thence East along said line to Easterly line of Lot 24, Supervisor's Howard Street Plat; and further except commencing at a point on the East line of said Lot 24, 33 feet North of the centerline of Chestnut Street; extended Westerly; thence West parallel to and 33 feet North of the centerline of Chestnut Street to a point on the East line of 27th Street extended Northerly; thence North 150 feet along the East line of 27th Street; thence East parallel to the centerline of Chestnut Street to a point on the East line of said Lot 24; thence South along the East line of Lot 24, 150 feet to the point of beginning.
- PARCEL 4: Lot 12, Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.
- PARCEL 5: All of Lot 10, except the North 175 feet of the West 66 feet, Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.
- PARCEL 6: Land in the Southwest 1/4 of Section 9, more particularly described as that portion of 27th Street, extended, lying between the centerline of White Street, extended, and the North line of Griswold Road.
- PARCEL 7: West 231 feet of Lot 2, Sherman K. Willard Plat, according to the plat thereof as recorded in Liber 55 of Plats, page 13, St. Clair County Register of Deeds Office.
- PARCEL 8: Lot 11, Supervisor's Howard Street Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.
- PARCEL 9: All that part of Lot 24 Supervisor Howard Street Plat, described as follows: Commencing at a point 33 feet North of the extended centerline of Chestnut Street and fifty (50) feet West of the East line of Lot 24, thence North 75 feet to the point of beginning of this description, thence West parallel with the centerline of Chestnut Street to where the East line of Twenty-seventh Street if extended would intersect, thence North along the East line of Twenty-seventh Street 75 feet, thence East at right angles to a point fifty (50) feet West of East line of Lot 24, thence South 75 feet to the point of beginning, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office.
- PARCEL 10: All that part of Lot 24, Supervisor's Howard St. Plat, according to the plat thereof as recorded in Liber 48 of Plats, page 47, St. Clair County Register of Deeds Office, described as follows: Beginning at a point 33 feet North of the extended center line of Chestnut Street and 50 feet West of the East line of Lot 24; thence West parallel to the extended center line of Chestnut Street to a point 33 feet East of the extended center line of Twenty-seventh Street; thence North 75 feet parallel to the centerline of Twenty-seventh Street extended; thence East parallel to the center line of Chestnut Street extended to a point 50 feet West of the East line of Lot 24; thence South 75 feet parallel to the East line of Lot 24 to the point of beginning.

EXHIBIT B



Date 1-11-73

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, HC hereby grant to THE DETROIT EDISON COMPANY its successors and assigns, the right to construct, reconstruct, operate and maintain its overhead and underground lines for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, poles, H-frames, conduits, cables, manholes, fixtures, wires and equipment, upon, over, along and under a strip of land 90 feet in width and being a part of lands situated in Port Huron Township County of St. Clair, State of Michigan, and described as follows:

Lot 40 of Commissioners' Map Plat of lands of the Estate of D. B. Harrington, excepting therefrom the North 632.10' of said lot 40, and also excepting the North 76 feet of the South 664.4 feet of the East 200 feet, and also excepting the North 76 feet of the South 363.4 feet of the East 200 feet, and also excepting the South 221.4 feet of the East 645.61 feet, and also excepting that part of said Lot 40 lying SW of NE R/W Line of M-21.

555 197897 00003.00 DE

The exact location and description of said easement shall be determined to be 45 feet on each side of a center line to be established by a survey of said land to be made by the grantee on or before the 11 day of June, 1973. The location and route of the lines, conduits and related facilities as herein stated shall be within the width of the easement as finally determined. A description of said center line, as established by the survey, shall be recorded in the office of the Register of Deeds and thereafter, except for the right of ingress and egress and the right granted under Paragraph 3, the rights hereby granted shall apply only to that portion of the land herein described over which the easement as finally determined extends. The right to enter upon said lands for the purpose of making such survey is hereby granted.

1. It is further understood and agreed that the Company, its successors and assigns, shall also have the right to clear and keep clear of trees the land within said easement, and no buildings or structures shall be erected on or placed within the easement without the written consent of the Company, its successors and assigns.
2. The Company, and its successors and assigns, shall have the right of ingress and egress to and from said easement over HIS lands adjoining said easement for the purpose of exercising the right hereby granted.
3. The Company shall have the further right to keep the land thirty feet on each side of the easement as finally determined clear of those trees which in its judgment are or may become hazardous to the operation of the line constructed in the easement.
4. The Company, or its successors and assigns, shall reimburse the undersigned, or HIS successors and assigns, for all damage to growing crops, buildings or fences caused by its men, trucks and other vehicles and equipment in entering said property for the purposes herein set forth.

Witness:  
Edward McNulty  
Edward McNulty  
Robert L. Vincent  
Robert L. Vincent

(Signed) Sherman K. Willard  
Sherman K. Willard  
3008 Howard Street  
Port Huron, Michigan 48060

(Accepted) THE DETROIT EDISON COMPANY  
By W. C. Arnold  
W. C. ARNOLD, DIRECTOR  
Real Estate and Public Works Dept.  
STATE OF MICHIGAN  
County of ST. CLAIR } SS

On this 11 day of JANUARY, A.D. 1973, before me, the undersigned, a notary public in and for said county, personally appeared SHERMAN K. WILLARD A SINGLE MAN known to me to be the person who executed the foregoing instrument, and acknowledged the same to be HIS free act and deed.

Robert L. Vincent  
ROBERT L. VINCENT  
Notary Public, ST. CLAIR County, Michigan

My commission expires 8-22-76

Watzel

T 13 WILLARD #33

96-217  
23-9  
410  
139  
MAR 19 1973  
Recorded Date  
Master Code Number  
Sub. Code Number  
File Number

AFFIDAVIT

STATE OF MICHIGAN

COUNTY OF ST. CLAIR } SS.

Joseph Siergiej of 2000 Second Avenue

Detroit, Michigan, being duly sworn deposes and says:

THAT, he is a surveyor duly registered under the laws of the State of Michigan.

THAT Sherman K. Willard granted an easement to The Detroit Edison Company dated the 11th day of January, 19 73. Said easement is recorded in the office of the Register of Deeds of St. Clair County, Michigan on the 19th day of March, 19 73 in Liber 996, page 217

Deponent further states that on behalf of The Detroit Edison Company, the center line of said easement, as in said grant provided, was surveyed and established on the 11th day of January, 19 73. The center line of said easement, as established and surveyed, is as follows:

A 90 foot wide easement across that part of Lot 40 of Commissioners Map Plat of Lands of the Estate of D. B. Harrington and recorded in Liber 23, Pages 9, 10, 11, and 12 of St. Clair County Records, is described by its center line as beginning at a point on the East Line of Section 8, (32nd Street), distant North 00°17'00" West, 68.0 feet from the East 1/4 Corner of Section 8, thence South 61°15'00" West, 821.66 feet to a point; thence South 00°13'50" East to a point on the South Line of Section 8, (Griswold Road), distant North 89°14'20" West, 722.22 feet from the Southeast Corner of said Section 8.

Further Deponent sayeth not.

Joseph Siergiej (L.S.)  
Registered Surveyor

Subscribed and sworn to before me this 23rd

day of April, A.D. 19 73

Anthony A. Rucker  
Notary Public, Wayne County, Michigan

My commission expires: April 4, 1977

Prepared By: Anthony A. Rucker  
2000 Second Avenue  
Detroit, Michigan 48226

555 1117 700 A00003.00 DE

REGISTERS OFFICE  
ST. CLAIR COUNTY  
Received for record the MAY 11 1973  
day of 19  
at 7:00 o'clock AM and recorded in

RETURN TO: James C. Wetzel  
2000 Second Avenue - Rm. 226  
Detroit, Michigan 48226

Liber & Page 998 - 173

Master Code Number 23-9

Sub. Code Number 40

File Number 145

Recorded I MAY 11 19

NOTICE OF CLAIM OF INTEREST IN LAND  
PURSUANT TO ACT NO. 200 OF THE PUBLIC  
ACTS OF 1945 OF MICHIGAN AS AMENDED

893-042  
23-7  
40, 43  
File Number  
Recorded Da

TO WHOM IT MAY CONCERN:

Take Notice that THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, claims title to all those certain pieces or parcels of land situate and being in the County of St. Clair and State of Michigan, described as follows:

In the Township of Kimball:

The Southerly sixty-six (66) feet of that part of the Southeast one-quarter (1/4) of the Northwest one-quarter (1/4) of Section twelve (12), Township six (6) North, Range Sixteen (16) East, lying Northerly of The Chesapeake and Ohio Railway Company's main line right of way; containing an area of two and four tenths (2.4) acres, more or less.

The Southerly sixty-six (66) feet of Lot ten (10), Block seven (7), Urbanrest Subdivision in the southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section twelve (12), Township six (6) North, Range sixteen (16) East, lying Northerly of and adjacent to The Chesapeake and Ohio Railway Company's main line right of way; containing an area of one and two tenths (1.2) acres, more or less.

The Southerly sixty-six (66) feet of that part of the North one-half (1/2) of the Southeast one-quarter (1/4) of Section twelve (12), Township six (6) North, Range sixteen (16) East, lying Northerly of The Chesapeake and Ohio Railway Company's main line right of way; containing an area of three and three tenths (3.3) acres, more or less.

In the Township of Port Huron:

The Southerly fifty (50) feet of that part of the north one-half (1/2) of the southwest one-quarter (1/4) of Section seven (7), Township six (6) North, Range seventeen (17) East, lying Northerly of The Chesapeake and Ohio Railway Company's main line right of way; containing an area of seventy-six hundredths (.76) acre, more or less.

A strip of land thirty-three (33) feet wide on each side of a center line, said center line beginning at a point three hundred thirty (330) feet North of the Southeast corner of the West five (5) acres of the West fifteen (15) acres of the South thirty (30) acres of the East one-half (1/2) of the Southeast one-quarter (1/4) of Section seven (7), Township six (6) North, Range seventeen (17) East, running thence West two hundred fifty-eight (258) feet intersecting the west line of said described land at a point three hundred thirty (330) feet North of the Southwest corner; containing an area of thirty-eight hundredths (.38) acre, more or less.

This notice is given pursuant to Act No. 200 of the Public Acts of Michigan. A strip of land thirty-three (33) feet wide on each side of a center line, said center line beginning at a point three hundred thirty (330) feet North of the Southeast corner of the East ten (10) acres of the West fifteen (15) acres of the South thirty (30) acres of the East one-half (1/2) of the Southeast one-quarter (1/4) of Section seven (7), Township six (6) North, Range seventeen (17) East, running thence West Four hundred forty-six and four tenths (446.4) feet, intersecting the West line of said described land at a point three hundred thirty (330) feet North of the Southwest corner thereof; containing an area of sixty-seven hundredths (.67) acre, more or less.

ATT: H. E. HARMS

**33** A strip of land thirty-three (33) feet wide on each side of a center line, said center line beginning at a point three hundred thirty (330) feet North of the Southeast corner of the East fifteen (15) acres of the South thirty (30) acres of the East one-half (1/2) of the Southeast one-quarter (1/4) of Section seven (7), Township six (6) North, Range seventeen (17) East, running thence West six hundred sixty-nine and six tenths (669.6) feet intersecting the west line of said described land at a point three hundred thirty (330) feet North of the Southwest corner thereof; containing an area of one and one hundredth (1.01) acres, more or less.

**43** A strip of land thirty-three (33) feet wide on each side of a center line, said center line beginning at a point three hundred thirty (330) feet North of the Southwest corner of Lot forty-three (43), of Commissioners Plat of D. B. Harrington Estate, running thence East two hundred fifteen (215) feet, thence on a two (2) degree curve to the left, eleven hundred seventy-five (1,175) feet, intersecting the East line of said lot at a point fifty-five and seven tenths (55.7) feet North of the North line of the Grand Trunk Railway Company's right of way; containing an area of two and one tenth (2.1) acres, more or less.

**66** The Southerly sixty-six (66) feet of that part of Lot forty (40) of said Commissioners Plat lying North of and adjoining the Grand Trunk Railway Company's right of way; containing an area of one and sixty-five hundredths (1.65) acres, more or less.

Beginning at the Southeast corner of lot twelve (12), Davis Subdivision, running thence South sixty (60) degrees West along the south line of the Grand Trunk Railway Company's right of way, four hundred nineteen (419) feet, thence on a three (3) degree curve to the right, tangent to curve bearing north seventy-nine (79) degrees East, three hundred sixty-nine (369) feet to the East line of said lot, thence North one hundred seventy-one (171) feet to beginning; containing an area of fifty-eight hundredths (.58) acre, more or less.

A strip of land twenty-five (25) feet wide on each side of a center line, said center line beginning at a point on the east line of Lot thirteen (13) Davis Subdivision, and three hundred thirty-eight and five tenths (338.5) feet South of the South line of the Grand Trunk Railway Company's right of way, running thence West two hundred forty-six (246) feet, thence on a one (1) degree curve to the left, one hundred fourteen (114) feet, intersecting the west line of said lot at a point one hundred forty-six (146) feet South of said Grand Trunk Railway Company's right of way; containing an area of forty-two hundredths (.42) acre, more or less.

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

Business address:  
6-103 General Motors Building  
Detroit, Michigan 48202

The Chesapeake and Ohio Railway Company  
6-214 General Motors Building  
Detroit, Michigan 48202

preserving and keeping effective said title.

Dated this 14th day of December 1964.

Signed, sealed, and delivered in the presence of:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

*[Handwritten initials]*

*Elsie Hollis*  
Elsie Hollis

By *C. V. Cowan*  
C. V. Cowan, Its Chief Operating Officer

*Carol Gibson*  
Carol Gibson

Subscribed and sworn to before me this 14th day of December, A. D. 1964

*Arthur M. Spengler* ARTHUR M. SPENGLER, Notary Public for Cuyahoga County, Ohio My commission expires Sept. 18, 1969

Notary Public

My commission expires *Sept 18, 1969*



REGISTERS OFFICE ST. CLAIR COUNTY

Received for record the DEC 21 1964 day of A.D. 19 at o'clock M., and recorded in of Deeds REGISTER OF DEEDS

Drafted by: Edward H. Goodman Attorney at Law Business address: 6-103 General Motors Building Detroit, Michigan 48202

Return to: H. R. Harms Regional General Real Estate Agent The Chesapeake and Ohio Railway Company 6-214 General Motors Building Detroit, Michigan 48202

ATTN: H. R. HARMS

2.

MICHIGAN STATE HIGHWAY DEPARTMENT  
John C. Mackie, Commissioner

Determination of Necessity

.....  
In the matter of the improvement  
of Highway M-21 in the County  
of St. Clair  
.....

I, the State Highway Commissioner of the State of Michigan, after a good faith effort having been unable to agree on a price for the purchase of the interests in land herein described as belonging to persons resident of the County of St. Clair; and having been unable to agree for the purchase of certain other interests in land herein described because residence of the persons mentioned as interested parties in such parcels is outside of said County, or is unknown, or because they are minors or otherwise under legal disability, or are deceased; and having held a hearing in this matter in the St. Clair County Courthouse, County-City Building in the City of Port Huron, Michigan, on Friday, June 5, A.D. 1964, at 10 o'clock in the forenoon, notice thereof having been given to all persons, as far as known, interested in said property, at least seven days before the time of said hearing, the aforesaid proceedings being all in accordance with the provisions of Section 4 of Act 352 of Public Acts of 1925, as amended, and Act 205 of Public Acts of 1941, as amended;

NOW, THEREFORE, by virtue of the authority vested in me by law, I do hereby determine that it is necessary to improve, in accordance with plans on file in my office, Highway M-21 in St. Clair County, Michigan.

I FURTHER DETERMINE that it is necessary to take for such improvement an interest in lands for highway purposes over and upon certain private property. The descriptions of such property, the interest taken, the persons interested therein, so far as known, and the damages which, in my opinion, should be paid as compensation for such taking are as follows:

Libers & Page

886-92

Master Code Number

23-9

Sub. Code Number

35, 38, 39, 39 1/2,

40, 41, 42 1/2

File Number

79

Records

JUN 21



















886-102  
Libor & Page

Condemnation  
77023 B

IBER 886 PAGE 102 ESTIMATED DAMAGES DETERMINED BY THE STATE HIGHWAY COMMISSIONER

<u>Parcel No.</u>	<u>Amount</u>
C-100	\$22,300.00
C-101	15,900.00
C-102	2,700.00
C-104	3,900.00
C-105	14,350.00
C-109	7,150.00
C-111	10,500.00
C-113	7,500.00
C-115	17,365.00

Master Code Number

Sub. Code Number

IN WITNESS WHEREOF, I have hereunto set my hand on June 23, 1964  
at Lansing, Michigan.

Howard E Hill

HOWARD E. HILL, Deputy Commissioner  
Acting for and in the absence of

JOHN C. MACKIE  
STATE HIGHWAY COMMISSIONER  
OF THE STATE OF MICHIGAN

This instrument was drafted by:  
George P. Skehan  
Michigan State Highway Department  
537 Stevens T. Mason Building  
Lansing, Michigan 48926

File Number

Recorder

JUN 21

STATE OF MICHIGAN }  
COUNTY OF INGHAM } SS

I, Howard E. Hill, Deputy State Highway

Commissioner of the State of Michigan, do hereby certify that I have compared the foregoing copy of the original Notice of Filing of Determination of Necessity with the original thereof, on file in the office of the State Highway Commissioner, pertaining to Control Section No. 77023 B, and that the same is a correct transcript thereof, and of the whole of such original.

In testimony whereof, I have hereunto set my hand at the City of Lansing, Michigan, on June 23, 1964.

*Howard E Hill*

HOWARD E. HILL, Deputy Commissioner  
Acting for and in the absence of

JOHN C. MACKIE  
STATE HIGHWAY COMMISSIONER  
OF THE STATE OF MICHIGAN

REGISTER'S OFFICE  
ST. CLAIR COUNTY  
Received for record the JUN 25 1964  
day of \_\_\_\_\_ A. D. 19\_\_\_\_  
3:45 o'clock P. and recorded in  
Lib. \_\_\_\_\_ of Deeds  
on page 97 of \_\_\_\_\_  
*[Signature]*  
REGISTER OF DEEDS

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF ST. CLAIR

In the matter of the Petition of  
John C. Mackie as State Highway  
Commissioner of the State of  
Michigan, for condemnation of  
private property for highway  
purposes in Port Huron Township,  
St. Clair County, Michigan

Court No. 7-2

ORDER AMENDING LEGAL  
DESCRIPTION AS TO  
PARCEL C-105

At a session of said Court, held at the  
County-City Building, in the City of  
Port Huron, Michigan, on April 19, 1965.

PRESENT: HON. EDWARD T. KANE  
Circuit Judge

A Stipulation between SHERMAN K. WILLARD and BERTHENA  
F. WILLARD, property owners in the above entitled matter by their  
attorney, STANLEY BENEDICT, and MICHIGAN STATE HIGHWAY COMMISSION,  
by its attorneys, FRANK J. KELLEY, Attorney General, and NORMAN  
L. MILLER, Special Assistant Attorney General, being duly filed  
herein, and said Stipulation indicating that the parties agree  
there has been a scrivener's error in the description set forth  
in the Determination of Necessity on Parcel C-105 of Highway  
Control Section 77023 B, said Determination of Necessity being  
recorded in the office of the Register of Deeds of St. Clair  
County, in Liber 886 at Page 92 on June 25, 1964;

IT IS HEREBY ORDERED that the Determination of Necessity  
and all other documents containing the legal description of  
Parcel C-105 be corrected, changed and amended to have said  
description read as follows:

LIBER & Page 903-115  
Master Code Number 70-1  
Sub. Code Number 57/2, 70  
File Number 70  
Recorded JUL 20 1965

Station 1093 + 90 to 1103 + 10 Eastbound

Title in fee simple, including all structures, trees and other improvements to: The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 8, Town 6 North, Range 17 East, Port Huron Township, St. Clair County, Michigan EXCEPT the South 863.8 feet thereof.

ALSO, the West 66 feet of the North 480 feet of the South 863.8 feet of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 8.

ALSO, the East 331.44 feet of Lot 41 of Commissioners' Map Plat of Lands of the Estat of D. B. Harrington, Lying in Sections 5, 8 and 9, Town 6 North, Range 17 East, and in Private Claim No. 3; all in St. Clair Co., Michigan, as recorded in Liber 23 of Plats, Page 9, St. Clair County Records, EXCEPTING THEREFROM the East 100 feet of the South 350 feet of said Lot 41, and FURTHER EXCEPTING the West 165 feet of the East 331.44 feet of the South 350 feet of said Lot 41.

ALSO, the East 331.44 feet of Lot 39 and the North 299.55 feet of Lot 40 1/2 of said Commissioners' Map Plat.

ALSO, that part of the following described Tract "A" which lies Southwesterly of the Northeasterly limited access right of way line of Highway M-21.

The lands described above in fee contain 32.3 acres, more or less.

Together with all rights of ingress and egress, if any there be, to, from and between the highway to be constructed on the lands above described and the remainder of Tract "A".

Tract "A": The East 331.44 feet of Lot 39 1/2 and Lot 40 of said Commissioners' Map Plat, EXCEPTING THEREFROM the South 332.55 feet of the North 632.10 feet of said Lot 40, ALSO EXCEPTING THEREFROM the North 225 feet of the South 664.4 feet of the East 200 feet of said Lot 40, AND FURTHER EXCEPTING the North 76 feet of the South 363.4 feet of the East 200 feet of said Lot 40.

The Northeasterly limited access right of way line of Highway M-21 is described as:

Beginning at a point on the East and West 1/4 line of Section 8, T6N, R17E, Port Huron Township, St. Clair County, Michigan, which is North 88 deg. 39' 44" East, 101.96 feet from the center of said Section 8; thence South 56 deg. 45' 54" East, 2700 feet to a point of ending.

Interested Parties: Sherman K. Willard and Berthena F. Willard, husband and wife  
3008 Howard Street  
Port Huron, Michigan

Subject to any sum due as delinquent taxes, if any there be.

C-105

IT IS FURTHER ORDERED that a certified copy of this ORDER be filed with the office of the Register of Deeds of St. Clair County forthwith.

Master Code Number

Edward T. Kane

Circuit Judge

Sub. Code Number

File Number

REGISTER'S OFFICE  
ST. CLAIR COUNTY ) JUL 22 1965  
Received for record the \_\_\_\_\_  
day of \_\_\_\_\_ A. D. 19\_\_\_\_\_  
at 1:30 o'clock P.M. and recorded in  
Liber 903 of Deeds  
on page 115 to 117 Incl.  
REGISTER OF DEEDS

A TRUE COPY

Howard Murray  
CO. CLERK

Recorded In  
JUL 22 1965

NOT RECORDED  
JUL 14 1965  
JAMES N. PUTIA  
TARRANT BRATT

DECLARATION, made this 31st day of March, A. D. 1953;

Richard and Berthina F. Willard, his wife, hereinafter

Declarants;

WITNESSETH

That the said Declarants are now the owners of the following described premises situated in the Township of Port Huron, St. Clair County, Michigan, to-wit:

The South 50.50 feet of the East 200 feet of Lot 40, Commissioners Map PLAT of Lands of the Estate of D. B. Harrington, T.6N., R.17E., Port Huron Township, St. Clair County, Michigan,

and

The South 492 feet of the West 175 feet of Lot 9, Supervisor's Howard St. Plat in Fractional Section 9, Port Huron Township, St. Clair County, Michigan,

and declare to hereby declare the uses and restrictions to which the said parts and parcels shall be subject,

That, therefore, it is hereby declared by said Declarants that the said parts and parcels shall be and are hereby made subject to the following conditions and restrictions upon the use thereof, and such conditions and restrictions shall be binding upon the parties hereto, their heirs, assigns and grantees:

- 1. The hereinabove parcels are restricted for residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any of said parcels or parts thereof, other than one detached single family dwelling and a private garage for not more than two cars and the accessory buildings and structures incidental thereto. No trailer, basement, tent, shack, garage or other building, except the main completed residence, shall at any time be used as a residence, temporary or permanent; Provided, that the owner of a dwelling site upon which construction of a dwelling has been commenced may use a copped basement or the partially completed building for residence purposes while said dwelling is in the process

2. For the purpose of limiting the erection of one dwelling house on one lot, the word "lot" hereafter used in this declaration shall mean any portion of the hereinabove described lands having a frontage of not less than sixty (60) feet on any street now open or that may hereafter be opened upon, through or adjacent to any part of such lands and a width of not less than sixty (60) feet throughout its entire depth, which depth shall not be less than one hundred and seventy-five (175) feet throughout its entire width.

3. It is further declared that notwithstanding any restriction hereinabove contained, any owner of any lot or parcel hereby restricted may hereafter use or convey the same or portions thereof for the purpose of opening public streets or private ways in, upon or through such lands, provided such streets or ways shall not be used for purposes inconsistent with the residential character of the lots so restricted,

4. No dwelling shall be located on any residential building plot nearer than thirty-two (32) feet to the front lot line nor shall such plot have a side yard of less than fifteen (15) feet; provided, that a garage or other out building located at least sixty-five (65) feet from the said front lot line may be located not less than five (5) feet from the side line of such lot.

5. The ground floor of the main structure of any dwelling, exclusive of open porches, basements and garages, shall be not less than seven hundred twenty (720) square feet.

6. No billboards shall be erected or maintained in said area except such as may be erected or maintained by an owner or agent for the purpose of marketing or selling such premises; Provided, that the owner of a dwelling may display his professional card if done in a dignified and unobjectionable manner.

and there shall be no outside toilet built upon any of said lots; no livestock or other animals except household pets, or chickens or rabbits for household use only, shall be kept upon any of the herein described area; All dwellings, garages and other buildings shall be finished on the outside with standard siding or standard outside finish for houses and no tar paper or other makeshift siding or material shall be used for the outside finish on any of the buildings in said area.

8. All dwellings, garages and other out buildings constructed in said area shall conform to the requirements of the Building Code Ordinance of Port Huron Township as now legally in effect or as the same may hereafter be legally amended.

IN WITNESS WHEREOF, the said Declarants have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF

Hanna Osmer  
Hanna Osmer

Nancy Osmer  
Nancy Osmer

Sherman K. Willard  
Sherman K. Willard

Berthena F. Willard  
BERTHENA F. WILLARD

STATE OF MICHIGAN  
ss.  
COUNTY OF ST. CLAIR

On this 31st day of March, 1953, before me, a Notary Public in and for said County, personally appeared Sherman K. Willard and Berthena F. Willard, known to me to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Alvin Harmon  
Notary Public, St. Clair County  
Michigan  
My commission expires 4-3-57  
ALVIN HARMON





This Monument set N. 31° 28' W.  
106' from corner

BOUNDARY OF LAND PLATED N. 50° 30' E. 1128.17' EAST  
NORTH LINE OF SEC. 9

PRIVATE CLAIM N. 3 1128.17'

Not Included in Plat

BOUNDARY N. 50° 30' E. 1128.17'

