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LIBER 477 PAGE 626

CITY OF BAY CITY, MICH.  
OFFICE OF CITY CLERK  
(AFFIDAVIT)

STATE OF MICHIGAN,  
COUNTY OF BAY  
CITY OF BAY CITY

I, James H. Gates Clerk of the City of Bay City,

County and State aforesaid, Do Hereby Certify, that I have compared the annexed excerpt from the  
regular meeting of the City Commission held May 12, 1958

Register's Office  
Bay Co., Mich.

& a. Recorded

MAY 28 1958

10 0363 14

*Alfred H. Hembel* Register

with the original on file in this office

and that it is a true and correct  
transcript therefrom and of the whole of such original.

Of Commission as a Whole:

Whereas, the Madison Avenue Methodist Church on February 17, 1958 (C. P. 31), petitioned to close the south half (S $\frac{1}{2}$ ) of the alley between Madison, Monroe, 9th, and McKinley Streets, in Block 97, Lower Saginaw;

And Whereas, the planning commission recommended that said alley be closed and vacated;

And Whereas, it appears that the closing and vacating of said alley would constitute an improvement and advantage to both the city and the adjacent property owners;

And Whereas, a resolution was adopted by the city commission on March 24, 1958 (C. P. 65), ordering publication of notices and holding of a hearing; said notices having been published in the Bay City Times, a newspaper of general circulation in Bay City, on March 31, April 7, 14 and 21, 1958, relative to the aforesaid hearing; said hearing having been held by the city commission on April 28, 1958 relative to the aforesaid petition

on the vacating of said alley;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the city commission that the south half (S $\frac{1}{2}$ ) of the alley between Madison, Monroe, 9th, and McKinley Streets, in Block 97, Lower Saginaw, be and the same is hereby closed and vacated, with the city reserving to itself within the right of way all public easement rights, present and future, and on condition that no structure be permitted within the vacated area except upon express agreement of the

In Witness Whereof, I have hereunto set my hand affixed the

Corporate Seal of the City of Bay City, Mich., this

26th

day of

May

1958

*James H. Gates*

City Clerk

city, which shall include a provision requiring the removal thereof when required for easement purposes, or the payment to the city of the additional cost resulting therefrom, including relocation cost of existing utilities if required.

Com'r. Roth moved adoption of recommendation. Adopted unanimously.

RECORDED

LIBER 735 PAGE 165

1974 MAY 13 PM 12:58

555 13#964 09.00

*Ernest M. McLean*  
RECORDED  
BAY CITY

AGREEMENT

THIS AGREEMENT entered into this 12th day of April, 1974, by and between BAY CITY SAMARITAN HOSPITAL, a Michigan non-profit corporation, of 713 Ninth Street, Bay City, Michigan, hereinafter called "Hospital", and MADISON AVENUE METHODIST CHURCH, a Michigan ecclesiastical corporation, of 609 Ninth Street, Bay City, Michigan, hereinafter called "Church".

WHEREAS, Hospital is the owner of the following described parcel of land in the City of Bay City, Bay County, Michigan, to wit:

1. Lots 1, 2, 3 and part of Lots 4, 5 and 6, Block 97, Lower Saginaw, as per plat thereof on record in the office of the Register of Deeds for Bay County, Michigan, and
2. The East One-half of the vacated alley lying between Lots 1, 2, 3 and part of Lot 4, on the East, and Lots 12, 11, 10 and part of Lot 9 on the West, all in Block 97, Lower Saginaw, per recorded plat thereof,

all hereinafter collectively called "Hospital Property", and

WHEREAS, Church is the owner of the following described parcel of land in the City of Bay City, Bay County, Michigan, to wit:

1. Lots 10, 11, 12 and part of Lot 9, Block 97, Lower Saginaw, as per plat thereof on record in the office of the Register of Deeds for Bay County, Michigan, and
2. The West One-half of the vacated alley lying between Lots 1, 2, 3 and part of Lot 4, on the East, and Lots 12, 11, 10 and part of Lot 9, on the West, all in Block 97, Lower Saginaw, as per recorded plat thereof,

all hereinafter collectively called "Church Property", and

WHEREAS, Church is presently using the Church Property as a parking lot for the parking of automobiles belonging to its employees, members, guests and visitors, and

WHEREAS, Hospital intends to convert part or all of the Hospital Property into a parking lot for the parking of automobiles belonging to its employees, patients, guests and visitors, and

WHEREAS, it is in the mutual interest of the parties to share their parking facilities with each other when not used by the respective owners for its own purposes, or those of its successors and assigns, and

WHEREAS, it is also in the mutual interest of the parties to cooperate in the construction and maintenance of flower, shrubbery and/or tree planting beds in that part of the Property of the parties denoted as the vacated alley;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Hospital hereby grants to Church, and its successors, the nonexclusive right, on behalf of its employees, members, guests and visitors to use for parking purposes such portion of the Hospital Property hereinabove described which shall be constructed and maintained by the Hospital for parking purposes.
2. Church hereby grants to Hospital, and its successors, the nonexclusive right on behalf of its employees, patients, guests and visitors, to use for parking purposes such portion of the Church Property hereinabove described which shall be constructed and maintained by the Church for parking purposes.
3. Church hereby grants to Hospital, and Hospital hereby grants to Church, the nonexclusive right to construct and maintain flower, shrubbery and/or tree planting beds upon the middle ten (10) feet of the hereinabove described vacated alley (five (5) feet on either side of the center line thereof); provided, however, this provision shall not be construed to require contribution by either party to the cost of such construction or maintenance unless otherwise specified in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above set forth.

In presence of:

BAY CITY SAMARITAN HOSPITAL

C. K. Mayberry  
C. K. Mayberry

BY: Culver M. Jones  
Culver M. Jones, its President

William E. Peters  
William E. Peters

MADISON AVENUE METHODIST CHURCH

Eskil H. Fredrickson  
Eskil H. Fredrickson

BY: Robert C. Witkowski  
Robert C. Witkowski  
Chairman, Board of Trustees

William E. Peters  
William E. Peters

ATTEST: Frank D. Hewitt  
Frank D. Hewitt  
Secretary, Board of Trustees

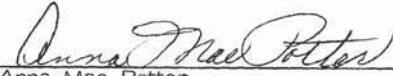
STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BAY )

On this 10th day of May, A.D. 1974, before me, a Notary Public in and for said County, personally appeared Culver M. Jones, to me personally known, who being by me duly sworn, did say that he is president of Bay City Samaritan Hospital, 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 said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Culver M. Jones acknowledged said instrument to be the free act and deed of said corporation.

Anna Mae Potter  
Anna Mae Potter  
Notary Public, Bay County, Michigan  
My commission expires: June 5, 1977

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BAY )

On this 10th day of May, A.D. 1974, before me, a Notary Public in and for said County, appeared Robert C. Witkowsky and Frank D. Hewitt, to me personally known, who being by me duly sworn did each for himself say that they are the Chairman and Secretary, respectively, of the Board of Trustees of 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 said instrument was signed and sealed in behalf of said corporation by authority of its board of trustees, its congregation and its rules of discipline, and the said Chairman and Secretary acknowledged said instrument to be the free act and deed of said corporation.

  
Anna Mae Potter  
Notary Public, Bay County, Michigan  
My commission expires: June 5, 1977

DRAFTED BY  
WILLIAM E. PETERS  
HARTLETT, KING, LEARMAN, PETERS & SARGENT  
ATTORNEYS AT LAW  
201 MUTUAL SAVINGS BLDG.  
BAY CITY, MICHIGAN 48706



11/04/2011 2:48:05 PM  
RECORDED  
VICTORIA L ROUPE  
REGISTER OF DEEDS, BAY COUNTY MICHIGAN  
RECEIPT# 13277, STATION 2  
\$23.00 MISCELLANEOUS



LIBER 2834 PAGE 937

### HISTORIC PRESERVATION COVENANT

In consideration of the award of State Historic Tax Credits in connection with the rehabilitation of certain real property identified in Schedule A, attached (the "Property"), Owner covenants on behalf of itself, its heirs, successors and assigns at all times to maintain and preserve the Property as set forth herein. The Owner, as a condition of eligibility for State Historic Tax Credits, acknowledges and accepts the following conditions and covenants:

1. Owner shall maintain and preserve the Property in accordance with the recommended approaches in the Secretary of the Interior's *Standards for Treatment of Historic Properties*, 36 CFR 67-68 ("Secretary's Standards") in order to preserve and enhance those distinctive materials, features and spaces that make the Property eligible for inclusion in the National Register of Historic Places.
2. Owner assumes all costs necessary to preserve the historic integrity of those features, materials, appearance and workmanship that make the Property eligible for listing in the National Register of Historic Places ("Register"). Owner further covenants to maintain and repair the Property so as to keep it in a sound state of repair, prevent deterioration and preserve the architectural and historical integrity of the Property that make the Property eligible for listing on the Register.
3. Owner shall, when appropriate, rehabilitate the Property in accordance with the Secretary's Standards. Rehabilitation is appropriate when repair and replacement of deteriorated features is necessary or when alteration or additions to the Property are planned.
4. Owner shall preserve distinctive interior and exterior materials, features, finishes, construction techniques and examples of craftsmanship that characterize the Property and make it eligible for listing on the Register.
5. Prior to conducting work, the Owner shall provide plans of proposed rehabilitation, construction, alteration or replacement of distinctive materials, features, finishes or spaces which would affect the appearance or structural integrity of the Property to the Michigan State Historic Preservation Office ("SHPO") for review and final approval of consistency with the Secretary's Standards.
6. Owner agrees, upon written request from the SHPO, to provide the SHPO written certification that to the best of Owner's knowledge, Owner is in compliance with the terms and conditions of these covenants. Owner further agrees to permit the SHPO, upon reasonable request, to inspect the Property in order to ascertain if the above conditions are being observed.

2011 NOV -4 P 2: 48

BAY COUNTY  
REGISTER OF DEEDS



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7. Owner agrees that all covenants, conditions and restrictions contained within this Historic Preservation Covenant shall be inserted verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property.
8. In the event of a violation of this Historic Preservation Covenant, and in addition to any remedy that is now or may be provided by law, the SHPO may, following reasonable notice to the Owner, institute suit to seek any and all equitable remedies provided by law. In the event that equitable remedies are deemed unavailable, Owner agrees to pay damages equal to the amount of any State Historic Tax Credits awarded in connection with the property.
9. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
10. Owner agrees that the covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property through the date five (5) years from the date hereof (which is the approximate end of the five year compliance period associated with the Historic Tax Credits obtained for the rehabilitation of the Property), shall be deemed to run with the land, and further agrees to promptly and properly record this Historic Preservation Covenant with the Register of Deeds Office in the county in which the Property is located.
11. This Historic Preservation Covenant will be interpreted in accordance with the laws of the State of Michigan. If any provision of this document or future amendment to this document is found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision shall be severed and such action will not affect the enforceability of the remaining provisions of this Historic Preservation Covenant.

OWNER:  
MADISON ARTS, LLC

By: Steven J. Ingersoll  
Its: Manager


STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF Grand Traverse

The foregoing instrument was acknowledged before me on October 26, 2011 by Steven J. Ingersoll, Manager of Madison Arts, LLC, a Michigan limited liability company, on behalf of the company.

**LEANNE FOOTE**  
Notary Public, State of Michigan, County of Grand Traverse  
My Commission Expires August 13, 2012  
Acting in the County of Grand Traverse

LeAnne Foote (signature)  
LeAnne Foote, Notary Public (printed name)  
Grand Traverse County, Michigan  
My commission expires: August 13, 2012  
Acting in the County of Grand Traverse

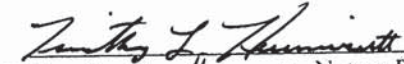
## BAY CITY HISTORIC DISTRICT COMMISSION



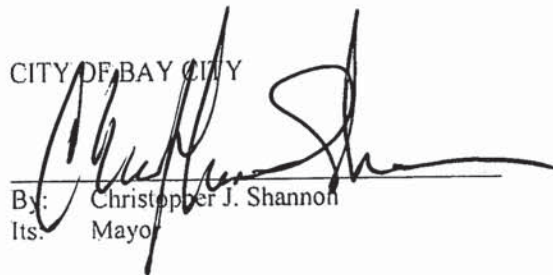
By: Stuart Barbier  
Its: Chair

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BAY )

The foregoing instrument was acknowledged before me on Oct. 26, 2011 by Stuart Barbier, Chair of the Bay City Historic District Commission, on behalf of the Bay City Historic District Commission.

 (signature)  
Timothy L. Hunsen, Notary Public (printed name)  
Clinton County, Michigan  
My commission expires: 4/29/2013  
Acting in the County of Bay

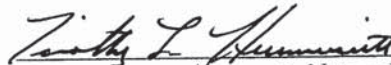
CITY OF BAY CITY



By: Christopher J. Shannon  
Its: Mayor

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BAY )

The foregoing instrument was acknowledged before me on Oct. 26, 2011 by Christopher J. Shannon, Mayor of the City of Bay City, on behalf of the City.

 (signature)  
Timothy L. Hunsen, Notary Public (printed name)  
Clinton County, Michigan  
My commission expires: 4/29/2013  
Acting in the County of Bay

Drafted by & after recording return to:  
David S. Fry, Esq.  
LAW OFFICES OF DAVID S. FRY, PLC  
6739 Courtland Dr., N.E., Ste. 101  
Rockford, MI 49341-7217  
(616) 874-1200



LIBER 2834

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LIBER 2834

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**SCHEDULE A**

Premises situated in the City of Bay City, County of Bay and State of Michigan commonly known as 400 N. Madison Avenue, Bay City Michigan, to-wit:

The West 42.23 feet of the South\28.3 feet of Lot 4, and the West 42.2 feet of Lots 5 and 6, together with the East ½ of vacated alley adjacent thereto on the West; and ALL of Lots 7, 8, 9, 10, 11 and 12, Block 97, together with the West ½ of the vacated alley adjacent thereto on the East, Lower Saginaw, as per plat recorded in Liber 1 of Plats, Page 4. PP#160-028-203-002-00