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LIBER 2083 PG 1256

STATE OF MICHIGAN
COUNTY OF Kalamazoo
RECEIVED FOR RECORD

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J. J. J. J.

CLERK - REGISTER

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QUITCLAIM DEED

whose address is State Capitol, Lansing, Michigan 48909 (Jbr)

THE STATE OF MICHIGAN, by the STATE ADMINISTRATIVE BOARD, on July 13, 1998, for and in consideration of the sum of One and No/100ths Dollars (\$1.00), the receipt of which is acknowledged, and compliance with the condition and covenant stated below, quitclaims to THE BOARD OF CONTROL OF WESTERN MICHIGAN UNIVERSITY, also known as THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a body corporate, whose address is 3050 Seibert Administration Building, Kalamazoo, MI 49008, the real property situated in the City of Kalamazoo, Kalamazoo County, Michigan and described in Exhibit A (hereafter "the property");

TO HAVE AND TO HOLD so long as the property is used exclusively for public purposes. Upon termination of that use or use for any other purpose, the State of Michigan may reenter and repossess the property, terminating the grantee's estate in the property. If the grantee does not dispute the State's exercise of its right of reentry, the grantee shall promptly execute and deliver to the State a deed in recordable form reconveying the property to the State. If the grantee disputes the State's exercise of its right of reentry and fails to promptly reconvey and deliver possession of the property to the State, then the Attorney General, on behalf of the State, may commence an action to quiet title to, and regain possession of, the property;

SAVING AND EXCEPTING OUT OF THIS CONVEYANCE AND ALWAYS RESERVING TO THE STATE OF MICHIGAN, in perpetuity, an undivided fifty (50) percent interest in and to all royalties payable to the grantee, or any successor or assign of the grantee, under each and every oil and gas lease, mineral lease, or any other agreement authorizing the removal or extraction of any oil, gas, coal, or other minerals or mineral products, including both metallic and nonmetallic minerals, from the property. Any oil, gas, or other mineral development, production, or extraction from the property shall only be performed pursuant to a lease or other instrument that authorizes a third party to develop or extract minerals and that requires payment by the lessee of a royalty that is reasonable and customary in amount, but which for any oil and gas lease shall not be less than one-sixth of the gross proceeds of sale of all oil and/or gas produced and saved in any combination from the leased premises. Gross proceeds is defined as the total moneys and other

consideration accruing to an oil and gas lessee upon sale of the oil, gas, or plant products produced from the property. Within thirty days after any lease or other agreement is executed, the grantee (or successor or assign) granting the lease shall mail a copy of the lease or other agreement to the State at the following address: Real Estate Division, Department of Natural Resources, P.O. Box 30448, Lansing, Michigan 48909. The lessee under any oil and gas or other mineral lease shall pay the State its fifty percent share of the total royalty due under the lease or other agreement by remitting a check made payable to the State of Michigan at the time royalty payments are required to be paid the lessor under the lease. Payment of the State's fifty percent share of royalty shall be mailed or delivered to the Real Estate Division, Department of Natural Resources, P.O. Box 30448, Lansing, Michigan 48909 and shall not be considered made until the date of its receipt by the State. The State shall have the right to audit all relevant records of any lessee to determine whether the State has been paid the full amount of royalties due the State hereunder;

FURTHER SAVING AND EXCEPTING FROM THIS CONVEYANCE AND RESERVING TO THE STATE OF MICHIGAN, and its successors and assigns, a perpetual nonexclusive easement appurtenant, sixty six feet in width, over, upon, and across that certain real property described in Exhibit B, for the purpose of ingress to, and egress from, a parcel of real property known as the Kalamazoo Corrections Center ("the benefited property"), which is also described in Exhibit B;

In consideration of the conveyance of the property described in Exhibit A, the grantee, for itself and its successors and assigns, hereby covenants to lease to the State of Michigan a portion of the real property described in Exhibit A for the purpose of operating the Kalamazoo Regional Psychiatric Hospital for as long as the State continues mental health operations at the hospital. Grantee further covenants to the State Historic Preservation Office, Michigan Historical Center, Michigan Department of State (hereinafter "SHPO") to be legally bound by, and to fully comply with, the historic preservation covenants contained in Exhibit C, which covenants shall run with the land described in Exhibit C.

IN WITNESS WHEREOF, the STATE OF MICHIGAN, pursuant to Act 480, Public Acts of 1996, and resolution of the State Administrative Board adopted on May 19, 1998, has executed this deed by the chairman and secretary of the State Administrative Board on the date first above written.

Witnesses

STATE OF MICHIGAN
BY THE STATE ADMINISTRATIVE BOARD

Sharon M. Studenka

John Engler
Its Chairman

David E. Murley

and Arlene L. Oisten
Its Secretary

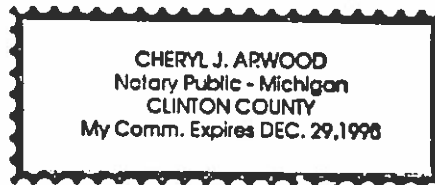
David E. Murley

State of Michigan)
) ss
County of Ingham)

This instrument was acknowledged before me on July 13, 1998, by John Engler and Arlene L. Oisten, chairman and secretary, respectively, of the State Administrative Board on behalf of the State of Michigan and the State Administrative Board.

Notary Public, Ingham County, Michigan
My Commission expires: _____

Acting in
England



This Instrument Drafted And
Approved As To Legal Form By:

Gary L. Hicks
Assistant Attorney General
State Affairs Division
P.O. Box 30217
Lansing, Michigan 48909
(517) 373-1162

Legal Description
Reviewed By:

Pete Beaver
Pete Beaver
Design Division, Office of Facilities
Department of Management
and Budget

After Recording, Return To:

Robert C. Mosher
Real Estate Division
Dep't of Management and Budget
P.O. Box 30026
Lansing, MI 48909

This Instrument Is Exempt From Real Estate Transfer Taxes
Pursuant To Section 5(h) of 1966 PA 134, MCL 207.505(h),
and Section 6(h)(i) of 1993 PA 330, MCL 207.526(h)(i).

[Names of all signatories must be typed or legibly printed
beneath their signatures]

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in section 21, T2S, R11W, City of Kalamazoo, Kalamazoo County, Michigan and more particularly described as commencing at the S 1/4 corner of said section 21; thence N89°49'09"W 1564.12 feet, on the south line of said section 21 to the centerline of Oakland Drive; thence N23°09'39"E 258.39 feet, on the centerline of Oakland Drive; thence N78°42'28"W 33.72 feet, to the westerly right of way line of Oakland Drive and the point of beginning of this description; thence along the westerly right of way of Oakland Drive on the next four calls; thence N22°44'37"E 161.81 feet; thence 304.37 feet, on the arc of a curve to the right with a central angle of 08°33'32", a radius of 2037.55 feet, and a long chord bearing and distance of N27°00'19"E 304.09 feet; thence N31°17'05"E 2176.46 feet; thence 284.28 feet, on the arc of a curve to the right with a central angle of 10°08'05", a radius of 1607.17 feet, and a long chord bearing and distance of N26°13'03"E 283.91 feet; thence N68°05'16"W 608.44 feet; thence N87°01'59"W 722.85 feet; thence N13°58'38"W 314.35 feet, to the southerly right of way of Oliver Street; thence S76°01'22"W 107.04 feet, on the southerly right of way of Oliver Street; thence 84.62 feet, on the arc of a curve to the right, with a central angle of 15°10'29", a radius of 319.49 feet, and a long chord bearing and distance of S83°36'37"W 84.37 feet, on the southerly right of way of Oliver Street to the easterly right of way of Stadium Drive; thence along the easterly right of way of Stadium Drive on the next three calls; thence 211.06 feet, on the arc of a curve to the left with a central angle of 01°04'27", a radius of 11,259.15 feet, and a long chord bearing and distance of S43°58'15"W 211.06 feet; thence N46°33'58"W 50.00 feet; thence 394.76 feet, on the arc of a curve to the left with a central angle of 02°00'00", a radius of 11,309.15 feet, and a long chord bearing and distance of S42°26'02"W 394.74 feet; thence S48°33'58"E 275.55 feet; thence S35°05'55"E 138.56 feet; thence S16°33'14"W 369.81 feet; thence S32°44'20"W 985.47 feet; thence N71°34'37"W 338.90 feet; thence S18°51'53"W 757.24 feet; thence S32°24'07"E 745.26 feet, to the northerly right of way of Grant Street; thence S78°30'55"E 591.71 feet, on the northerly right of way of Grant Street; thence N00°40'30"E 271.00 feet; thence S78°42'28"E 488.41 feet, to the point of beginning, containing 106.75 acres, more or less;

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. This conveyance does not include the structure located on the above described land known as the Water Tower (Building #6).

**DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT
FOR INGRESS AND EGRESS TO KALAMAZOO CORRECTIONS
CENTER (NOBLE LODGE):**

66 FOOT WIDE ACCESS EASEMENT

Commencing at the S 1/4 corner of section 21, T2S, R11W, City of Kalamazoo, Kalamazoo County, Michigan; thence N89°49'09"W 1299.06 feet, on the south line of said section 21; thence N00°00'00"W 658.32 feet, to westerly right of way of Oakland Drive and the point of beginning and centerline of a 66.00 foot wide strip of land; thence N63°13'57"W 54.77 feet, to a point "A"; thence N63°13'57"W 267.77 feet; thence N60°06'04"W 201.63 feet; thence S21°41'09"W 549.23 feet; thence S12°16'39"E 59.46 feet, to a point of ending. Also, beginning a said point "A"; thence S25°08'38"W 275.94 feet; thence S52°14'30"W 97.84 feet; thence S17°01'52"W 41.28 feet, to a point of ending. The sidelines of this easement shall be shortened or lengthened to close on the westerly right of way of Oakland Drive and the north property line of the Kalamazoo Corrections Center (Noble Lodge).

**DESCRIPTION OF PROPERTY BENEFITED BY
ABOVE-DESCRIBED EASEMENT:**

A parcel of land in the SW1/4 of Section 21, T2S, R11W, City of Kalamazoo, Kalamazoo County, Michigan and more particularly described as commencing at the S1/4 corner of said Section 21; thence S89°48'12"W 1,564.12 feet, on the south line of said Section 21 to the centerline of Oakland Drive; thence N22°47'00"E 258.39 feet, on the centerline of Oakland Drive; thence N 79°05'07"W 33.72 feet, to the point of beginning of this description and westerly right-of-way of Oakland Drive; thence N79°05'07"W 488.27 feet; thence S00°17'51"W 270.00 feet, to the northerly right-of-way of Howard Street; thence S78°11'48"E 32.94 feet, on said right-of-way; thence 293.13 feet on the arc of a curve to the left whose central angle is 12°00'00", radius of 1,399.40 feet and a long chord bearing and distance of S84°29'48"E 292.60 feet, on said right-of-way; thence N89°48'12"E 68.27 feet, on said right-of-way to the westerly right-of-way of Oakland Avenue; thence N22°47'00"E 230.06 feet, on said right-of-way to the point of beginning, containing 2.55 acres, more or less. All bearings are relative and referenced to previous surveys/descriptions of Kalamazoo Regional Psychiatric Hospital properties.

EXHIBIT C

LIBER 2083 PG 1262

HISTORIC PRESERVATION COVENANTS

1. The real property subject to these historic preservation covenants is the structure located on the property described in Exhibit A commonly known as #42 Gate Cottage.
2. Grantee shall not undertake or permit to be undertaken any construction, alteration, remodeling, demolition, or any other work that would affect the structural integrity or the exterior appearance of the #42 Gate Cottage without the express prior written permission signed by the SHPO, Michigan Historical Center, Michigan Department of State. The SHPO shall complete its review of any construction, alteration, remodeling, demolition, or other work and shall provide written approval or rejection of the proposal within 30 days following receipt of any proposal that includes all technical plans and any other information necessary for review.
3. Grantee may rehabilitate the #42 Gate Cottage, but any rehabilitation that affects the exterior appearance or structural integrity of the #42 Gate Cottage shall be consistent with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service, 1990) (hereinafter "Standards and Guidelines") and these historic preservation covenants. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."
4. Grantee shall permit the SHPO to inspect the #42 Gate Cottage at all reasonable times to ascertain that these covenants are being followed.
5. In the event the SHPO determines that any of these covenants have been violated, the SHPO, in addition to any remedy now or hereinafter provided by law and following reasonable notice to grantee, may bring an action to enjoin said violation, to compel compliance with these covenants, and to require grantee to restore the property.
6. Grantee agrees that the SHPO may, at its discretion and without prior notice to grantee, assign all or part of its rights and responsibilities to a public agency or public body responsible for historic preservation.
7. If the #42 Gate Cottage is destroyed or substantially damaged to the extent that the historical integrity of the features, material, appearance, workmanship, and environment that make the property eligible for listing in the National Register of

Historic Places have been lost or so damaged that restoration and/or reconstruction is not feasible, grantee shall notify the SHPO in writing of the loss. The SHPO will evaluate the loss and notify grantee in writing of any decision to find the #42 Gate Cottage ineligible for listing in the National Register of Historic Places. If the #42 Gate Cottage is determined by the SHPO to no longer be eligible for the national register, the SHPO will notify grantee that these historic preservation covenant are null and void.

8. These historic preservation covenants shall be binding upon grantee and its successors and assigns in perpetuity, unless released in writing by the SHPO.

9. These historic preservation covenants shall be a binding servitude upon, and shall run with, the land described in paragraph 1 and conveyed under this deed. Acceptance of this deed shall constitute conclusive evidence that grantee agrees to be legally bound by and comply with the foregoing conditions and restrictions and to perform the obligations specified above.

10. Any failure of the SHPO to exercise any right or remedy shall not constitute a waiver of compliance or otherwise limit the exercise of any right or remedy at any other time. These covenants may be enforced by the State of Michigan in an action brought by the Attorney General. If any of these covenants are found to be invalid by a court of competent jurisdiction, then all remaining covenants shall remain in full force and effect.