

55-00  
2

STATE OF MICHIGAN  
COUNTY OF KENT  
RECORDED

LIBER 2951 PG 761

LIBER 2922 PG 346

STATE OF MICHIGAN  
COUNTY OF KENT  
RECEIVED FOR RECORD

91 DEC 17 AM 9:30

CENTRAL MICHIGAN RAILWAY COMPANY

91 OCT 8 PM 3:25

*[Handwritten signature]*

PRIVATE CROSSING AGREEMENT  
(LEASE NO. 20104)

*[Handwritten signature]*

THIS AGREEMENT made this 27th day of September, 1991, by and between CENTRAL MICHIGAN RAILWAY COMPANY, a Michigan railroad corporation, whose address is 120 Oak Street, Tawas City, Michigan (hereinafter referred to as "Railroad") and THORNAPPLE CLUB CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is 1 Federal Square Building, Grand Rapids, Michigan 49503 (hereinafter referred to as "User", and including any members, now or hereafter, therein).

W I T N E S S E T H:

WHEREAS, Railroad owns and operates over and across certain railroad operating property located in Kent County, Michigan, as more fully described in the print attached hereto as Exhibit A (such print being hereinafter referred to as the "Drawing", and the railroad operating property hereinafter referred to as "Property"); and

WHEREAS, User desires to use the Property to construct, install, operate, repair and maintain (such activity by User hereinafter sometimes referred to as "Work") an improved road right-of-way (such property of User hereinafter referred to as "User's Improvements") within the boundaries of said Property, and to use said User Improvements ("Use") for the purposes of ingress and egress to adjacent property described on Exhibit C.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

FIRST: Granting of Rights. (a) For and in consideration of

the sum of Ten Thousand and 00/100 (\$10,000.00) Dollars to it paid by User, the receipt of which is acknowledged, and annually thereafter the sum of Five Hundred and 00/100 (\$500.00) Dollars, Railroad does hereby grant to User and User accepts subject to the terms and conditions hereinafter stated, the nonexclusive right to perform all Work regarding all of User's Improvements, as they are described in the attached Exhibit B hereto, and pursuant to the Drawing specifying the precise location for User's Improvements, and to Use said User's Improvements. At the end of each ten (10) year period, the annual rate of Five Hundred and 00/100 (\$500.00) Dollars shall be increased or decreased to correspond with the changes in the Consumer Price Index since the date of the execution of the Agreement, or the last adjustment to the annual rate.

(b) Railroad makes no warranty or representations to User regarding its rights, title and interest in or to Property, or the need for other consents or approvals. User shall have no recourse against Railroad from any costs or damages as a result of any action by any third party regarding use, removal or relocation of User's Improvements.

SECOND: Construction of User's Improvements. (a) All Work shall be performed solely by User, and at User's cost and shall be done by User in a good, safe and workmanlike manner, and under such general conditions as shall be satisfactory to, and approved by, the duly authorized officers of Railroad. All Use and Work shall be undertaken so as not to interfere with the normal and safe operation, use and enjoyment of Property by Railroad in its general railroad operation and any other assignee, grantee or user

authorized by Railroad.

(b) User shall, after completing all and any part of Work, promptly restore Property to as good a condition as it was prior to the commencement of Work.

(c) User shall reimburse Railroad for all of its reasonable costs and expenses incurred by Railroad in reviewing and supervising User's Work and any future Work repair, maintenance or construction to Property.

(d) User shall be responsible for obtaining any and all third party and governmental permits and approvals necessary for Work and construction of User's Improvements.

(e) Railroad makes no warranties or representations whatsoever regarding Property, its use or suitability for the purposes intended by User, and shall not be responsible for any costs associated with its condition, use or title.

(f) User shall always and forever keep Property free and clear of liens and encumbrances resulting directly or indirectly from Work or User's Improvements.

(g) User may install signs within Property, giving notice of the presence of the User's Improvements, subject to the approval of Railroad.

**THIRD: Repair, Maintenance and Taxes.** (a) User shall, at its sole cost and expense, repair, renew and maintain User's Improvements in a safe and suitable manner. Whenever it may be necessary to make any repairs to or renewals of said User's Improvements, in or upon the Property or other premises of Railroad, such repairs or renewals shall only be made with the

prior approval of Railroad and under its supervision and control and in such a manner as to interfere as little as possible with the Railroad's use of Property, or on other premises and business of Railroad, or that of its authorized users.

(b) (i) User shall, upon completion of any such Work, restore Property to as good a condition as it was prior to the making of such User's Improvements.

(ii) If User fails or refuses for any reason whatsoever to undertake any Work or repairs necessary for the continuous safe business operation of Railroad, Railroad may, but is not required to make, and undertake such necessary repairs, renewals and maintenance to Property and bill User for such costs which User shall properly pay.

FOURTH: Alternations and Improvements. (a) From time to time, Railroad may alter, or make changes in and to, including the location of, its tracks, structures, roadbed or other facilities on Property or adjacent to Property, or other alterations or changes whatever, in, to, upon, over or under Property which may affect User's Improvements. If requested to do so by Railroad, User shall, at its own cost and upon thirty (30) days' notice, make any and all changes in the location or construction of said User's Improvements, as in the sole reasonable judgment of Railroad is necessary to allow for such changes to Property.

(b) Only User's Improvements as specifically detailed and included in the Drawing shall be installed on Property without express written permission of Railroad.

(c) If, at any time during the continuance of this

Agreement, User abandons, (other than temporary stoppages) the use of User's Improvements, this Agreement and all rights hereby conferred to User shall be deemed to be abrogated and terminated as of the date of such abandonment, without further action on the part of either party. Abandonment must be determined by clear and unequivocal action by the User. User shall, within ninety (90) days' after such abandonment, remove all User's Improvements from Property. If, after the expiration of said ninety (90) days, User's Improvements are not actually removed, Railroad or its agents may, but is not required, to remove and scrap User's Improvements, at the risk and expense of User, and User covenants and agrees to pay to Railroad the cost of such removal.

**FIFTH: Governmental Regulations.** User shall comply with all city, county, state and federal laws and regulations regarding its Use, protection of the environment and shall do everything necessary to protect Property, and that of any adjacent property, from any and all damages, contamination and pollution of any nature whatsoever which arises from User's use of Property. Further, and as stated below, User shall indemnify and hold harmless Railroad from any and all claims arising from User's Improvements, or the Use thereof, causing or contributing to the contamination or pollution of Property and watercourses and ground water which are served or associated with Property for any matters herein indemnified, User will properly settle, adjust and defend the same at its sole cost and expense.

**SIXTH: (a) Notice.** (i) User shall give Railroad twenty-four (24) hours notice of any Work to be performed on Property.

Prior to performing any Work, User and its contractor shall obtain, and provide to Railroad, a Railroad Protective Liability Insurance Policy, with Railroad as the insured, and shall keep it in effect until Work is completed and accepted by Railroad. The policy shall have limits of liability in the amount of Two Million and 00/100 (\$2,000,000.00) Dollars combined single limit per occurrence for bodily injury, death or property damage with an aggregate limit of Six Million and 00/100 (\$6,000,000.00) Dollars applying separately to each annual period. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Michigan. All insurance policies must require a thirty (30) day cancellation notice to all named insured.

(ii) Thereafter, User will maintain a general liability insurance of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence naming Railroad as an additional insured. User will furnish proof of insurance coverage to Railroad. \*

(b) Indemnification. Railroad shall not be liable or responsible, in any way, or for any reason, for liability or damages, directly or indirectly, and User agrees to indemnify, protect and save harmless Railroad (including all its officers, agents, employees and assigns) at all times hereinafter, from and against any personal injury or injuries, death(s), damages, or losses to any person(s), or property, or that may be suffered or sustained by User (or any of its owners, respective agents, servants, employees, patrons, customers, assignees, invitees, visitors, licensees, departments and concessionaires) or by any

other person or persons, in, on or about the Property or any part thereof, arising wholly or in part by reason of the Use or Work, or the location, construction, maintenance, Use or presence of said User's Improvements, or from the Use or occupancy of User's Improvements by User's subtenant(s), their respective agents, servants, employees, patrons, customers, invitees, visitors, and concessionaires.

(c) User understands, and fully accepts the risks of using and doing Work and operating User's Improvements adjacent to the general railroad operation of Railroad, and the damage that can result to Work or to the owners, respective agents, servants, employees, patrons, customers, assignees, invitees, visitors, licensees, departments and concessionaires, and to User's Improvements as a result of such operations. User assumes full and complete risk and responsibility for any Railroad costs, expenses, injuries, damages or losses to User's Improvements, or which may be imposed upon, incurred by, or asserted against Railroad as a result of its general railroad operations, including, but not limited to any costs, expenses, losses, damages or injuries resulting from its negligence or gross negligence. Assumption of this risk by User specifically, directly and absolutely, and unconditionally waives for itself and its assigns, any and all claims or remedies User may have, whether granted by any statute, contract or other principle of law or equity.

**SEVENTH: Taxes.** User shall be fully responsible for any assessment, taxes or charges of any kind, liens or charges against Railroad or its properties as a result of Work or User's

Improvements.

**EIGHTH: Term.** This Agreement shall continue indefinitely, but only so long as User complies with the terms of this Agreement, and is not in default, or if in default, corrects such default within ninety (90) days after receipt of notice of such default from Railroad and recordation of a Proof of Service of such notice by the Railroad in the Office of the Kent County Register of Deeds.

**NINTH: Non-Exclusivity.** Railroad reserves the right to grant other additional rights to Property and to sell or otherwise transfer or encumber Property at any time and without restriction, except for User's use of Property as provided herein.

**TENTH: General.** (a) This Agreement shall be binding upon the successors and assigns of the parties hereto. This Agreement shall be recorded in the office of the Kent County, Michigan Register of Deeds and shall be considered a part of any property owners' condominium or homeowners' association documents, of which the improvements shall directly or indirectly provide access for or be a part of the Plat or condominium documents that this Agreement is intended to benefit and shall be binding against them. The easement rights for Use granted hereunder shall be deemed to be appurtenant to the land described in Exhibit C and shall run with the land.

(b) The headings inserted at the beginning of the articles are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope of this Agreement or the intent of any provision thereof.

(c) The construction, interpretation and performance of



this Agreement and all transactions under it shall be governed by the domestic law of the State of Michigan.

(d) If any of the provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire Agreement, such invalidity or unenforceability shall invalidate the entire Agreement, and User's rights hereunder shall terminate except that its duties, responsibilities and obligations hereunder, including but not limited to, removal of User's Improvements, and indemnification of Railroad against losses shall continue, and the rights and obligations of Railroad and User shall be construed and enforced accordingly.

(e) This Agreement shall be recorded and made a part of the public property record of the applicable counties. All notices permitted or required under this Agreement shall be in writing, and shall be deemed properly delivered when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or by a nationally recognized courier service, addressed to the parties at their respective addresses set forth below or as they may otherwise specify by written notice delivered in accordance with this Paragraph:

As to User:

Thornapple Club Condominium Association  
1 Federal Square Building  
Grand Rapids, Michigan 49503

As to Railroad:

Central Michigan Railway Company  
120 Oak Street  
Tawas City, Michigan 48763



LIBER 2951 PG 771

LIBER ~~2922~~ PG 356

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF KENT )

This Private Crossing Agreement was acknowledged before me on September 27, 1991, by T. WILLIAM HEFFERAN and \_\_\_\_\_, who hold the offices of PRESIDENT and \_\_\_\_\_, respectively, of Thornapple Club Condominium Association, on behalf of said corporation.

*County acting in* Karen M. Giacoletti  
Karen M. Giacoletti, Notary Public *Ottawa*  
Kent County, Michigan  
My commission expires: 8/8/95

Instrument Drafted By:  
Michael J. Biber  
Stone, Biber, Young & O'Toole, P.C.  
2701 Troy Center Drive  
Suite 400  
Troy, Michigan 48084

~~LIBER 2922 PG 357~~

LIBER 2951 PG 772

LEASE #20104  
EXHIBIT A

DRAWING  
AND  
LEGAL DESCRIPTION

A Parcel of land described as follows:

Starting at Station #7708+80, Mile Post 146 of Central Michigan Railway Company's Grand Rapids Subdivision North R.O.W. Line in Sec. 2, T6N-R10-W Cascade Twp.; thence 2,825' West along North R.O.W. Line keeping 60' North of Center Line of CMR Tracks to Point of Beginning; thence 100' South to South R.O.W. Line of CMR; Thence West 100' keeping 40' South of Centerline of CMR Tracks; thence North 100'; Thence East 100' keeping 60' North of Center Line of CMR Tracks to P.O.B.; all in Sec. 2, T6N-R10W Cascade Twp. and Sec. 34, T7N-R10W, Ada Twp., Kent County, Michigan.

LIBER ~~2922~~ 358

LIBER 2951 PG 773

CENTRAL MICHIGAN RAILWAY COMPANY  
TAWAS CITY, MICHIGAN 49763  
VAL. MAP V.10 Pg. 37  
SCALE 1 IN. = 400 FT.

LEASE #20104  
EXHIBIT "A"

7750

7740 LEASE # 20104  
THORNAPPLE VALLEY  
PRIVATE CROSSINGS  
7736+86 P.C. 100X100'

30°-18" COR. 10' 7736+15 P.C. 4 P.L. 10+10  
30°-18" COR.

GRAND

7730

W.D. TIBBIX

8' OVAL S.S. 8' OVAL N.S.  
7720+68 ST. B.C. 34+26.417.8  
No. 146-225

7720

LIBER ~~2922~~ PG ~~359~~

LIBER 2951 PC 774

LEASE #20104  
EXHIBIT B

USER'S IMPROVEMENTS

Legal description for road entrance easement:

Part of Sec. 2, T6N, R10W, Cascade Township, and part of sections 34 and 35, T7N, R10W, Ada Township, Kent County, Michigan, described as commencing at the South 1/4 corner of said Sec. 2, thence N 88 degrees 16' 54" W 445.50 feet along the South line of said Sec. 2, thence N 21 degrees 29' 42" E 2836.78 feet to the North line of the Grand Trunk Western Railroad Right-of-Way, said point being N 49 degrees 00' 00" W 777.30 feet along said North line of the Grand Trunk Western Railroad Right-of-Way from the Southwest corner of Brandau Grand River Farms in Sections 1 and 2 of Cascade Township, thence N 49 degrees 00' 00" W 4002.80 feet along said North line of the Grand Trunk Western Railroad Right-of-Way to the Point-of-Beginning of this easement description, thence S 30 degrees 00' 00" W 134.47 feet, thence N 60 degrees 00' 00" W 200.00 feet, thence N 30 degrees 00' 00" E 173.34 feet to the North line of the Grand Trunk Western Railroad, thence S 49 degrees 00' 00" E 203.74 feet along said North line to the Point-of-Beginning of this easement description.

Project No. 901367  
Date: December 20, 1990  
For: Ray Sheler  
8257 Lamplight Dr.  
Jenison, Mi. 49428

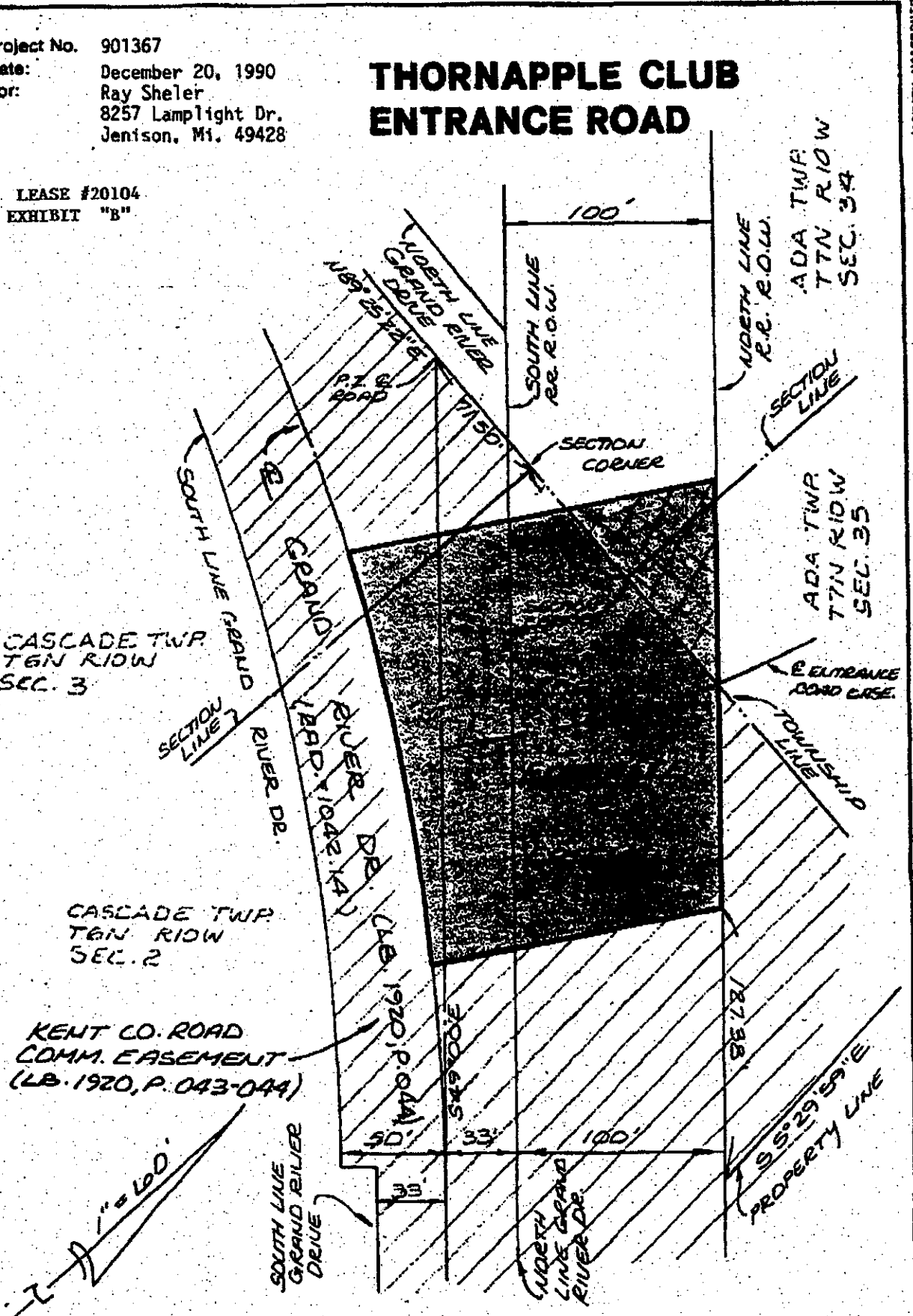
# THORNAPPLE CLUB ENTRANCE ROAD

LEASE #20104  
EXHIBIT "B"

CASCADE TWP.  
T6N R10W  
SEC. 3

CASCADE TWP.  
T6N R10W  
SEC. 2

KENT CO. ROAD  
COMM. EASEMENT  
(LB. 1920, P. 043-044)



This survey was made from the legal description shown herein. The drawing and description should be compared to the Abstract of Title, or Title Insurance Policy for easements, encumbrances, rights-of-way, or differences in description not indicated herein.  
This survey complies with the requirements of PA 132 of 1976, and said survey was performed with an error of closure no greater than one foot in 3,000 feet.

LEASE #20104

EXHIBIT "C"LIBER ~~2922~~ PG ~~361~~**Parcel 1:**

That part of the South 1/2 of Section 34, Town 7 North, Range 10 West, Ada Township, Kent County, Michigan, described as: Commencing at a point on the Northerly line of Fase Street 34.0 feet Southeasterly of the Southeasterly corner of Lot 1, Block 3, Village of South Ada (a recorded plat); thence Northeasterly 260.75 feet parallel with and 34.0 feet Southeasterly from the Southeasterly line of said Lot 1; thence Southeasterly parallel with Fase Street 66.0 feet; thence Southwesterly 260.75 feet parallel with and 100.0 feet Southeasterly from the Southeasterly line of said Lot 1 to the Northerly line of Fase Street; thence Northwesterly along said Northerly line of Fase Street 66.0 feet to the place of beginning.

**Parcel 2:**

That part of Sections 34 and 35; Town 7 North, Range 10 West, Ada Township, Kent County, Michigan, described as: Commencing at a point on the Northerly line of the Grand Trunk Railroad right-of-way 1145.5 feet Northwesterly along the Northerly line of said right-of-way from the South line of said Section; thence N49°W along the Northerly line of said right-of-way to a point 535.0 feet S49°E along said right-of-way from the most Southerly corner of Lot 12, Block 2, Village of South Ada, (a recorded plat); thence N41°E 400.0 feet parallel with the Southeasterly line of said Plat; thence N49°W 435.0 feet parallel with the Northerly line of said right-of-way; thence S41°W 194.75 feet parallel with the Southeasterly line of said Plat to the Northerly line of Fase Street; thence N49°W 66.0 feet along the Northerly line of Fase Street to a point 34.0 feet S49°E from the most Southerly corner of Lot 1, Block 3 of said plat; thence N41°E 260.75 feet parallel with the Southeasterly line of said plat and the extension thereof; thence S49°E 156.0 feet parallel with the Northerly line of said right-of-way; thence N41°E perpendicular to the Northerly line of said right-of-way to the East/West 1/4 line of Section 34; thence East along the East/West 1/4 line of Sections 34 and 35 to the Westerly bank of the Grand River; thence Southeasterly along the Grand River to a line bearing N41°E from the place of beginning; thence S41°W 2300.0 feet to the place of beginning. Except that part of the South 1/2 of Section 34, Town 7 North, Range 10 West, Ada Township, Kent County, Michigan, described as: Commencing at a point on the Northerly line of Fase Street 34.0 feet Southeasterly of the Southeasterly corner of Lot 1, Block 3, Village of South Ada (a recorded plat); thence Northeasterly 260.75 feet parallel with and 34.0 feet Southeasterly from the Southeasterly line of said Lot 1; thence Southeasterly parallel



LIBER 2951 PG 777

LIBER ~~2922~~ PG ~~362~~

with Fase Street 66.0 feet; thence Southwesterly 260.75 feet parallel with and 100.0 feet Southeasterly from the Southeasterly line of said Lot 1 to the Northerly line of Fase Street; thence Northwesterly along said Northerly line of Fase Street 66.0 feet to the place of beginning.

Together with a right-of-way for driveway purposes over that part described as: Commencing at a point on the Northerly line of Fase Street 34.0 feet S49°E along the Northerly line of said Street from the most Southerly corner of Lot 1, Block 3 of the Village of South Ada (Plat), thence N41°E 260.75 feet parallel with the Southeasterly line of said plat and the extension thereof to a point which is 466.0 feet N41°E from the Northerly right-of-way line of said Railroad, thence S49°E 156.0 feet parallel with the Northerly right-of-way line of said Railroad, thence S41°W 66.0 feet, thence N49°W 90.0 feet, thence S41°W 194.75 feet to the Northerly line of Fase Street, thence N49°W 66.0 feet along the Northerly line of Fase Street, to the place of beginning.

**Parcel 3:**

That part of Sections 34 and 35, Town 7 North, Range 10 West, Ada Township, Kent County, Michigan, described as: Commencing at the intersection of the South line of Section 35 and the Westerly bank of the Grand River; thence West along the South line of Section 35 to the Northerly line of the Grand Trunk Railroad right-of-way; thence Northwesterly along the Northerly line of said right-of-way 1145.5 feet; thence Northeasterly perpendicular to the Northerly line of said right-of-way 2300.0 feet to the Westerly bank of the Grand River; thence Southeasterly along said Westerly bank to the point of beginning.

**Parcel 4:**

The North 1/2 of the Northwest 1/4, Section 2, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, except that part lying Southwesterly of the Northerly line of the Grand Trunk Railroad right-of-way.

**Parcel 5:**

Part of the East 1/2 of Section, commencing 445.5 feet West of South 1/4 corner, thence North 30° East to South line of Grand Trunk Railroad, right-of-way, thence North 17° East to North line of said right-of-way to the beginning of this description, thence Northeasterly along North line of said right-of-way to North and South 1/4 line; thence North to left bank of Grand River, thence Southeasterly along said River bank 1336 feet more or less to a point North 17° East from beginning, thence South 17° West to beginning of Section 2, Town 6 North, Range 10 West.

LIBER 2951 PC 778

LIBER ~~2922~~ ~~TC~~ ~~363~~

**Parcel 6:**

The South 1/2 of the Northwest 1/4, lying Northeasterly of the Grand Trunk Railroad right-of-way, Section 2, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, together with an easement for ingress and egress as disclosed in Liber 89 of Surveys, on Page 44.

**Parcel 7:**

All that part of the North 1/2 of Section 34, Town 7 North, Range 10 West, Ada Township, Kent County, Michigan, and the Northwest 1/4 of Section 35, Town 7 North, Range 10 West, Ada Township, Kent County, Michigan, described as: commencing at the intersection of the East and West 1/4 line of Section 34, with the center line of Thornapple Street, thence North 54° West on the center line of Thornapple Street 326.85 feet, thence North 36° East 375.5 feet, thence N70°30'E 2284.78 feet to the left bank of Grand River thence Southeasterly on said river bank 1565 feet to the East and West 1/4 line of Section 35, thence West on the East and West 1/4 line of Sections 34 and 35, 3335 feet to beginning (Except commencing at a point on the East and West 1/4 line of Section 34 which is 573.1 feet East of the intersection of the East and West 1/4 line of Section 34 with the center line of Thornapple Street, thence West on said East and West 1/4 line 573.1 feet to intersection of said line and center of Thornapple Street, thence North 54° West on the center line of Thornapple Street 246.85 feet thence North 36° East 375.5 feet, thence Southeasterly 679.8 feet to the point of beginning. Except part of North 1/2 of Section 34, described as: Commencing on centerline of Thornapple Street 246.85 feet North 54° West along said centerline from East and West 1/4 line of Section 34, thence North 54° West 80 feet thence North 36° East 375.51 feet, thence Southeasterly 80 feet, thence Southwesterly 375.5 feet to beginning all in Section 34, Town 7 North, Range 10 West.

Included in the above legal descriptions is Thornapple Club established by the Master Deed dated November 8, 1990, recorded November 9, 1990 in Liber 2806, Pages 647 through 717, Kent County, Michigan records and designated as Kent County Condominium Subdivision Plan No. 201.

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_  
EXHIBIT "B" TO THE MASTER DEED OF:

**THORNAPPLE CLUB**

**CASCADE AND ADA TOWNSHIP, KENT COUNTY, MI.**

**OWNER - DEVELOPER:**  
THORNAPPLE CLUB PARTNERS  
1 FEDERAL SQUARE BUILDING  
GRAND RAPIDS, MI. 49503

**SURVEYOR:**  
ALL-POINTS SURVEYORS, INC.  
6231 WEST RIVER DRIVE  
BELMONT, MI. 49306

**LANDSCAPE ARCHITECT:**  
RAY SHELTER  
8267 LAURELIGHT  
JENISON, MI. 49428

**DESCRIPTION OF THORNAPPLE CLUB CONDOMINIUMS:**

PART OF SECTION 2, 16th, 17th, 18th, CASCADE TOWNSHIP, AND PART OF SECTIONS 34 AND 35, 17th, 18th, ADA TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 2, THENCE N 88°16'54" W 443.0 FEET ALONG THE SOUTH LINE OF SAID SECTION 2, THENCE N 21°29'42" E 2836.78 FEET TO THE NORTH LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY, SAID POINT BEING N 49°00'00" W 777.30 FEET ALONG SAID NORTH LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY FROM THE SOUTHWEST CORNER OF BRANDAU GRAND RIVER FARMS IN SECTIONS 1 AND 2 OF CASCADE TOWNSHIP, THENCE N 49°00'00" W 3873.42 FEET ALONG SAID NORTH LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY TO THE POINT-OF-BEGINNING, THENCE CONTINUING N 49°00'00" E 1808.16 FEET ALONG SAID NORTH LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY, THENCE N 26°00'00" E 363.0 FEET, THENCE S 63°00'00" E 75.0 FEET, THENCE S 73°00'00" E 75.0 FEET, THENCE S 81°00'00" E 335.00 FEET, THENCE S 71°00'00" E 145.0 FEET, THENCE S 19°00'00" W 92.0 FEET, THENCE S 62°30'00" E 100.0 FEET, THENCE S 27°30'00" W 110.0 FEET, THENCE S 32°00'00" E 115.0 FEET, THENCE S 27°30'00" W 93.0 FEET, THENCE S 7°00'00" W 90.0 FEET, THENCE S 32°00'00" E 95.0 FEET, THENCE S 49°00'00" E 380.0 FEET, THENCE S 53°00'00" E 30.0 FEET, THENCE N 84°30'00" E 185.0 FEET, THENCE S 53°00'00" E 586.64 FEET TO THE POINT-OF-BEGINNING, SUBJECT TO AND TOGETHER WITHMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD. THIS PARCEL CONTAINS 16.18 ACRES.

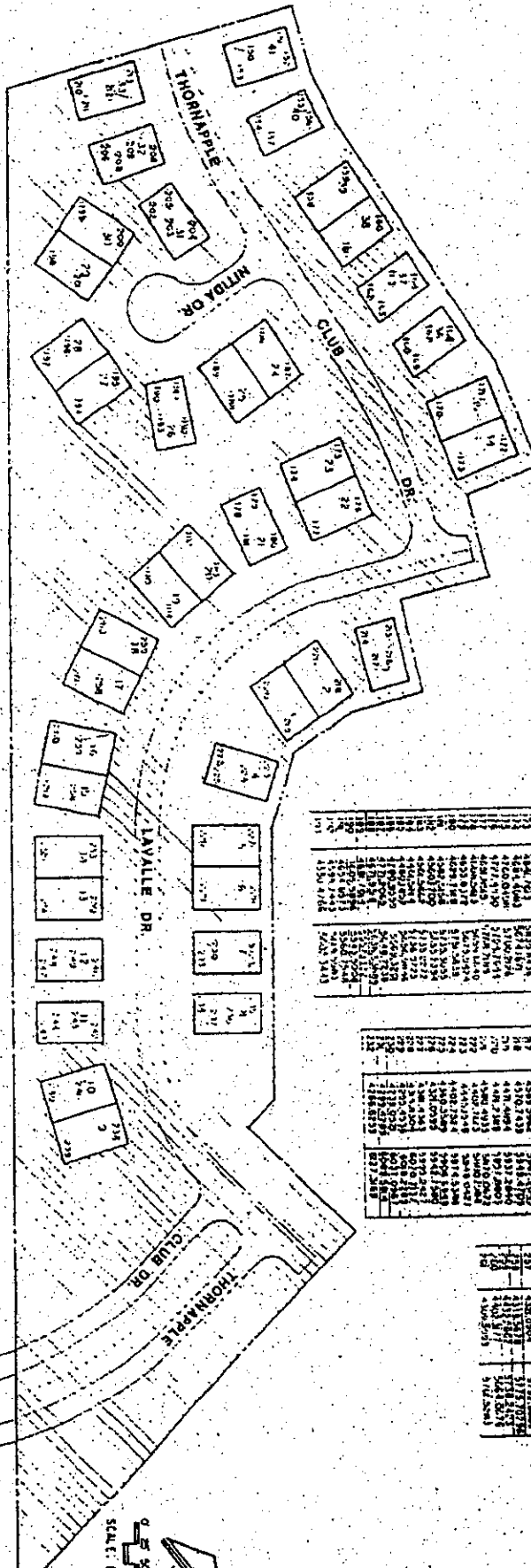
ADP  
\$ - 15 West  
\$ - 80 East  
CASH



Ray Shelter  
RAY SHELTER, A  
LICENSED LAND SURVEYOR, No. 11349

PREPARED NOV. 8, 1992  
SHEET NO. 1 OF 3

ATTENTION  
THE CONDOMINIUM  
HAS BEEN  
FILED IN THE  
PUBLIC  
RECORDS OFFICE  
OF KENT COUNTY,  
MICHIGAN



UNIT NO.	AREA	PERMITS	STATUS	DATE	REMARKS
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
5	100	100	100	100	100
6	100	100	100	100	100
7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100
10	100	100	100	100	100
11	100	100	100	100	100
12	100	100	100	100	100
13	100	100	100	100	100
14	100	100	100	100	100
15	100	100	100	100	100
16	100	100	100	100	100
17	100	100	100	100	100
18	100	100	100	100	100
19	100	100	100	100	100
20	100	100	100	100	100
21	100	100	100	100	100
22	100	100	100	100	100
23	100	100	100	100	100
24	100	100	100	100	100
25	100	100	100	100	100
26	100	100	100	100	100
27	100	100	100	100	100
28	100	100	100	100	100
29	100	100	100	100	100
30	100	100	100	100	100
31	100	100	100	100	100
32	100	100	100	100	100
33	100	100	100	100	100
34	100	100	100	100	100
35	100	100	100	100	100
36	100	100	100	100	100
37	100	100	100	100	100
38	100	100	100	100	100
39	100	100	100	100	100
40	100	100	100	100	100
41	100	100	100	100	100
42	100	100	100	100	100
43	100	100	100	100	100
44	100	100	100	100	100
45	100	100	100	100	100
46	100	100	100	100	100
47	100	100	100	100	100
48	100	100	100	100	100
49	100	100	100	100	100
50	100	100	100	100	100
51	100	100	100	100	100
52	100	100	100	100	100
53	100	100	100	100	100
54	100	100	100	100	100
55	100	100	100	100	100
56	100	100	100	100	100
57	100	100	100	100	100
58	100	100	100	100	100
59	100	100	100	100	100
60	100	100	100	100	100
61	100	100	100	100	100
62	100	100	100	100	100
63	100	100	100	100	100
64	100	100	100	100	100
65	100	100	100	100	100
66	100	100	100	100	100
67	100	100	100	100	100
68	100	100	100	100	100
69	100	100	100	100	100
70	100	100	100	100	100
71	100	100	100	100	100
72	100	100	100	100	100
73	100	100	100	100	100
74	100	100	100	100	100
75	100	100	100	100	100
76	100	100	100	100	100
77	100	100	100	100	100
78	100	100	100	100	100
79	100	100	100	100	100
80	100	100	100	100	100
81	100	100	100	100	100
82	100	100	100	100	100
83	100	100	100	100	100
84	100	100	100	100	100
85	100	100	100	100	100
86	100	100	100	100	100
87	100	100	100	100	100
88	100	100	100	100	100
89	100	100	100	100	100
90	100	100	100	100	100
91	100	100	100	100	100
92	100	100	100	100	100
93	100	100	100	100	100
94	100	100	100	100	100
95	100	100	100	100	100
96	100	100	100	100	100
97	100	100	100	100	100
98	100	100	100	100	100
99	100	100	100	100	100
100	100	100	100	100	100

UNIT NO.	AREA	PERMITS	STATUS	DATE	REMARKS
101	100	100	100	100	100
102	100	100	100	100	100
103	100	100	100	100	100
104	100	100	100	100	100
105	100	100	100	100	100
106	100	100	100	100	100
107	100	100	100	100	100
108	100	100	100	100	100
109	100	100	100	100	100
110	100	100	100	100	100
111	100	100	100	100	100
112	100	100	100	100	100
113	100	100	100	100	100
114	100	100	100	100	100
115	100	100	100	100	100
116	100	100	100	100	100
117	100	100	100	100	100
118	100	100	100	100	100
119	100	100	100	100	100
120	100	100	100	100	100
121	100	100	100	100	100
122	100	100	100	100	100
123	100	100	100	100	100
124	100	100	100	100	100
125	100	100	100	100	100
126	100	100	100	100	100
127	100	100	100	100	100
128	100	100	100	100	100
129	100	100	100	100	100
130	100	100	100	100	100
131	100	100	100	100	100
132	100	100	100	100	100
133	100	100	100	100	100
134	100	100	100	100	100
135	100	100	100	100	100
136	100	100	100	100	100
137	100	100	100	100	100
138	100	100	100	100	100
139	100	100	100	100	100
140	100	100	100	100	100
141	100	100	100	100	100
142	100	100	100	100	100
143	100	100	100	100	100
144	100	100	100	100	100
145	100	100	100	100	100
146	100	100	100	100	100
147	100	100	100	100	100
148	100	100	100	100	100
149	100	100	100	100	100
150	100	100	100	100	100

UNIT NO.	AREA	PERMITS	STATUS	DATE	REMARKS
151	100	100	100	100	100
152	100	100	100	100	100
153	100	100	100	100	100
154	100	100	100	100	100
155	100	100	100	100	100
156	100	100	100	100	100
157	100	100	100	100	100
158	100	100	100	100	100
159	100	100	100	100	100
160	100	100	100	100	100
161	100	100	100	100	100
162	100	100	100	100	100
163	100	100	100	100	100
164	100	100	100	100	100
165	100	100	100	100	100
166	100	100	100	100	100
167	100	100	100	100	100
168	100	100	100	100	100
169	100	100	100	100	100
170	100	100	100	100	100
171	100	100	100	100	100
172	100	100	100	100	100
173	100	100	100	100	100
174	100	100	100	100	100
175	100	100	100	100	100
176	100	100	100	100	100
177	100	100	100	100	100
178	100	100	100	100	100
179	100	100	100	100	100
180	100	100	100	100	100
181	100	100	100	100	100
182	100	100	100	100	100
183	100	100	100	100	100
184	100	100	100	100	100
185	100	100	100	100	100
186	100	100	100	100	100
187	100	100	100	100	100
188	100	100	100	100	100
189	100	100	100	100	100
190	100	100	100	100	100
191	100	100	100	100	100
192	100	100	100	100	100
193	100	100	100	100	100
194	100	100	100	100	100
195	100	100	100	100	100
196	100	100	100	100	100
197	100	100	100	100	100
198	100	100	100	100	100
199	100	100	100	100	100
200	100	100	100	100	100

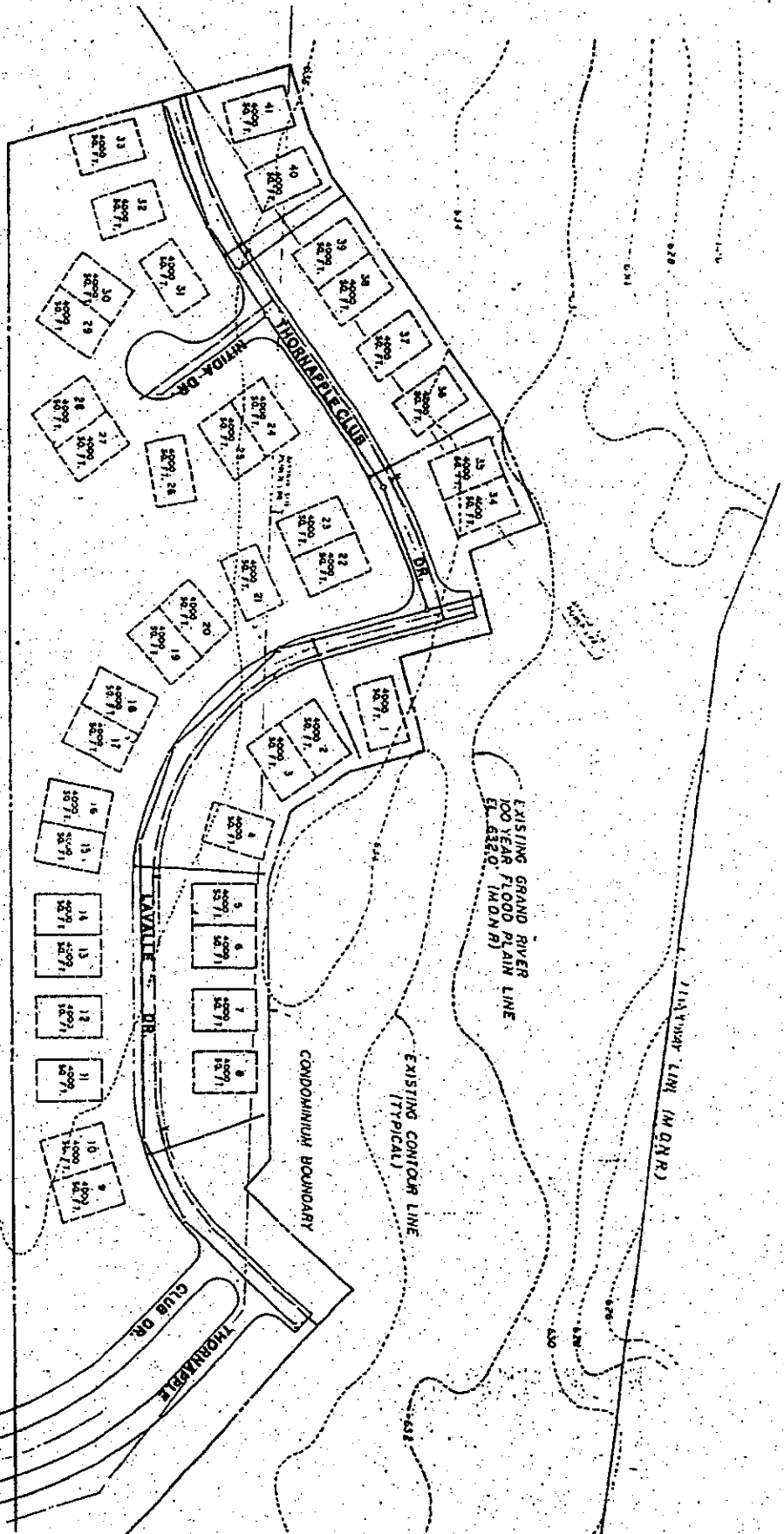


John A. ...  
 Surveyor  
 State of Michigan

THIS PLAN IS A ...  
 ...  
 ...

UNIT PLAN  
 THORNAPPLE CLUB

SCALE: 1" = 20'



**LEGEND**

UTILITY	SOURCE
8" WATERMAIN	ALL POINT'S SURVEYORS
FIRE HYDRANT	"
12" STORM SEWER	"
CATCH BASIN	"
8" SANITARY SEWER	"
SANITARY MANHOLE	"

NOTE: INFORMATION ON GAS, ELECTRIC, TELEPHONE, AND CATV LINES LOCATION AND SIZE IS NOT AVAILABLE AT THIS TIME AND WILL BE SHOWN AT A LATER DATE ON A AS-BUILT BASIS. BENCH MARK EL. 638.28 USGS, P.M. MAIL, & GRAND TRUNK WESTERN R.R. @ E DIRT DRIVE 3000'S SE KCRG GARAGE



*Paul H. ...*  
 PAUL H. ...  
 LICENSED LAND SURVEYOR NO. 17439

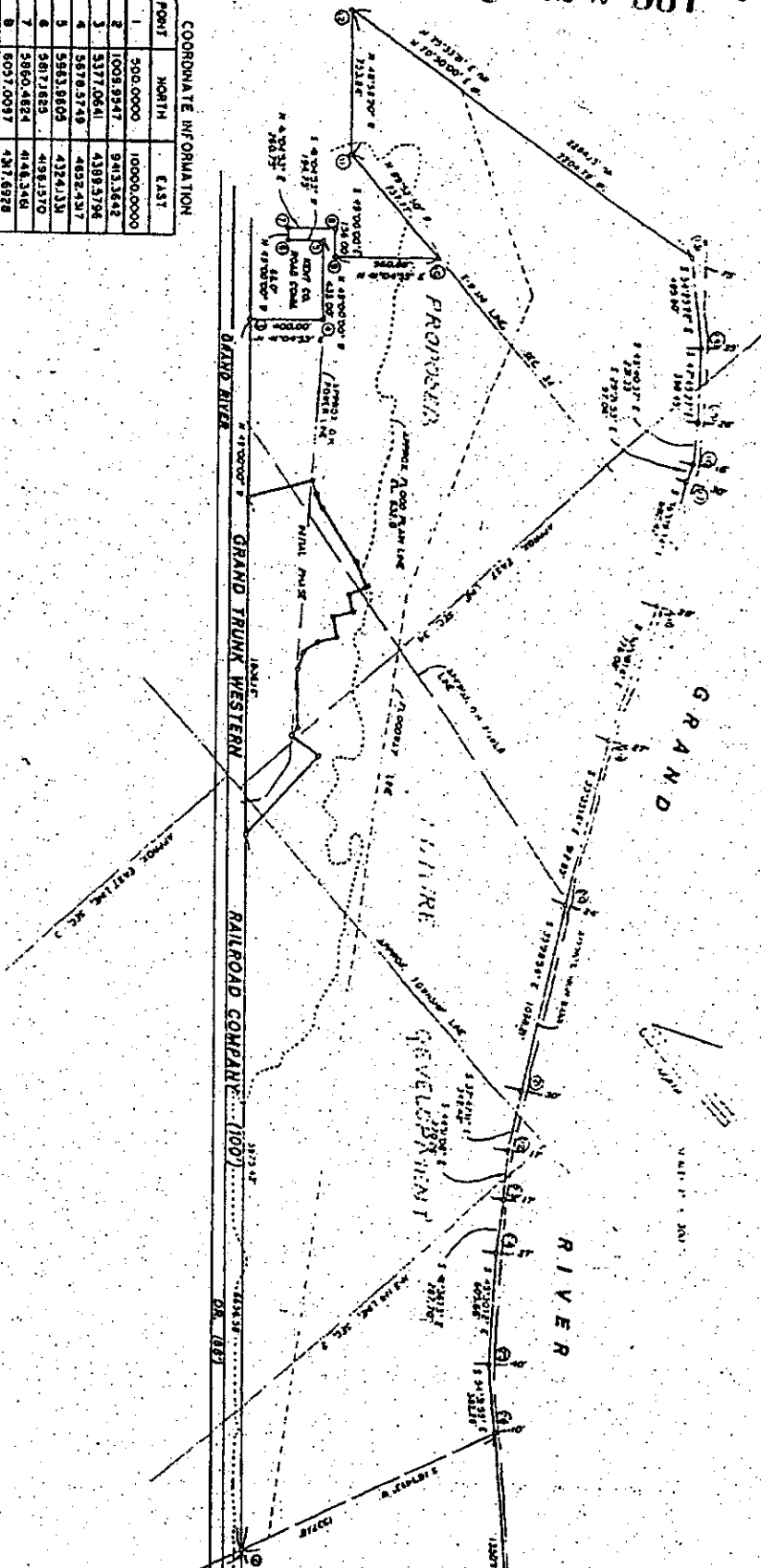
**SITE AND UTILITY PLAN**

**THORNAPPLE CLUB**

ALL POINT'S SURVEYORS, INC.  
 435 WEST 10TH ST.  
 BELLEVILLE, MO. 64708  
 PREPARED BY: SHEET NO. 2

COORDINATE INFORMATION

POINT	NORTH	EAST
1	500.0000	10000.0000
2	1009.9947	9413.3642
3	5317.0041	4393.3796
4	5678.5749	4692.4317
5	5963.9805	4324.1319
6	5963.9805	4198.1310
7	5960.4824	4148.1348
8	6071.0097	4217.6929
9	5934.6843	4438.4273
10	6317.4429	4803.9988
11	6318.8609	4066.2304
12	6877.7988	3493.0737
13	7447.2090	3104.9844
14	7959.158	808.058
15	6689.3032	6403.0267
16	6723.7949	6582.783
17	6838.4035	6803.3763
18	6088.4345	703.0273
19	3447.7608	7402.674
20	4698.8292	7907.6774
21	5011.4032	8302.8945
22	3340.7430	8720.1498
23	3346.8413	8908.4006
24	3218.0038	9093.5347
25	2707.3762	9303.367
26	2483.8228	9433.1755



ARTHUR J. ...  
 BART HENRIK ...  
 LAND SURVEYOR NO. 11113

EXPANDABLE AR  
 THORNAPPLE CL

ALL POINTS SURVEYORS, INC.  
 1724 WEST AVENUE  
 BETHESDA, MD 20814

PROJECT  
 SHEET  
 DATE



ACKNOWLEDGEMENT AND CONSENT TO THE  
CENTRAL MICHIGAN RAILWAY COMPANY PRIVATE CROSSING  
AGREEMENT WITH THORNAPPLE CLUB CONDOMINIUM ASSOCIATION

THAT NBD Bank, N.A. (formerly named National Bank of Detroit), a national banking association of Detroit, Michigan, hereby acknowledges and consents to the creation of the Central Michigan Railway Private Crossing Agreement to which this Acknowledgement and Consent is attached and agrees that all right, title and interest held by NBD Bank, N.A., including all right, title and interest under a certain Mortgage dated January 11, 1990, recorded February 2, 1990 in Liber 2710, Page 213, Kent County, Michigan records, will be subject and subordinated to the Private Crossing Agreement.

Dated: This 16<sup>TH</sup> day of OCTOBER, 1991.

WITNESSES:

Karen M. Hohenstiel  
KAREN M. HOHENSTIEL

NBD BANK, N.A.

By: John H. Wert, Jr.  
JOHN H. WERT, JR.  
Its: VICE PRESIDENT

Geraldine Desanti  
GERALDINE DESANTI

And

By: Russell H. Liebetrau, Jr.  
RUSSELL H. LIEBETRAU, JR.  
Its: SECOND VICE PRESIDENT

STATE OF MICHIGAN )

COUNTY OF )

16<sup>TH</sup> The foregoing instrument was acknowledged before me this day of OCTOBER, 1991 by JOHN H. WERT, JR. the VICE PRESIDENT and RUSSELL H. LIEBETRAU, JR. the SECOND VICE PRESIDENT of NBD Bank, N.A., on behalf of such bank.

Deborah T. Williams  
Notary Public, WAYNE  
County, MI  
My commission expires: 5.1.95

This Instrument Drafted By:  
Terry J. Mroz, Esq.  
McShane & Bowie  
540 Old Kent Building  
Grand Rapids, MI 49503

DEBORAH T. WILLIAMS  
Notary Public, Wayne County, Michigan  
My Commission Expires May 1, 1995



ACKNOWLEDGEMENT AND CONSENT TO THE  
CENTRAL MICHIGAN RAILWAY COMPANY PRIVATE CROSSING  
AGREEMENT WITH THORNAPPLE CLUB CONDOMINIUM ASSOCIATION

THAT Grand Trunk Western Railroad Company as mortgagee pursuant to mortgage hereinafter specified, hereby acknowledge and consents to the creation of the Central Michigan Railway Company Private Crossing Agreement to which this Acknowledgement and Consent is attached and agrees that all rights, title and interest held by Grand Trunk Western Railroad Company, including all right, title and interest under a certain Mortgage dated, September 4, 1987, recorded September 4, 1987 in Liber 2325, Page 1314, Kent County, Michigan records, will be subject and subordinated to the Private Crossing Agreement.

Dated: This 22nd day of October, 1991.

WITNESSES:

[Signature]  
Robert I. Schellig, Jr.

[Signature]  
Karen P. Terrace

[Signature]  
Robert I. Schellig, Jr.

[Signature]  
Karen P. Terrace

GRAND TRUNK WESTERN RAILROAD  
COMPANY

By: [Signature]  
Jerome F. Corcoran  
Its Vice President, Finance

*KMS*  
*10-22-91*

And

By: [Signature]  
William J. McKnight  
Its Corporate Secretary

STATE OF MICHIGAN )  
COUNTY OF WAYNE )

The forgoing instrument was acknowledged before me this 22nd day of October, 1991 by Jerome F. Corcoran, the VP, Finance and W. J. McKnight, of the Grand Trunk Western Railroad on behalf of the company.

[Signature]

Notary Public, Wayne  
County, MI  
My commission expires:

GLORIA R. COMBE  
Notary Public, Wayne County, MI  
My Commission Expires Jan. 26, 1994

This Instrument Drafted by:  
Terry J. Mroz, Esq.  
McShane & Bowle  
540 Old Kent Building  
Grand Rapids, MI 49503  
110,170-469/kmg