

TERMS AND CONDITIONS OF GRANT

AGREEMENT made this 17th day of September, 1992, between **ALPENA COMMUNITY COLLEGE**, a governmental entity, 666 Johnson Street, Alpena, Michigan, and **JESSE BESSER MUSEUM**, a Michigan non-profit corporation, 491 Johnson Street, Alpena, Michigan.

WITNESSETH:

WHEREAS, **ALPENA COMMUNITY COLLEGE** has by warranty deed of even date herewith conveyed to **JESSE BESSER MUSEUM** premises situated in the City of Alpena, County of Alpena, and State of Michigan, and described as follows, to wit:

Commencing at the Northwest corner post of the Southwest Quarter of Section 15, Town 31 North, Range 8 East, Michigan Meridian; thence South $03^{\circ} 09' 22''$ West 1300.98 feet; thence South $86^{\circ} 50' 38''$ East 550.64 feet; thence North $03^{\circ} 09' 22''$ East 50.00 feet to the Point of Beginning; thence continuing along aforementioned line 638.98 feet; thence South $86^{\circ} 50' 38''$ East 112.36 feet; thence North $03^{\circ} 09' 22''$ East 261.02 feet; thence South $86^{\circ} 50' 38''$ East 337.64 feet; thence South $03^{\circ} 09' 22''$ West 900 feet; thence North $86^{\circ} 50' 38''$ West to the Point of Beginning, all being a part of the Northwest Quarter of Southwest Quarter of Section 15, Town 31 North, Range 8 East; Alpena County, State of Michigan.

including all structures located on said premises; and,

WHEREAS, the parties wish to state their agreement in connection therewith;

NOW, THEREFORE, in consideration of said grant, IT IS HEREBY AGREED as follows:

1. The Museum will use the premises exclusively for museum and planetarium purposes and special events related thereto.
2. The Museum will operate the facility for the benefit of the public in a professional and continuous manner consistent with contemporary museum and planetarium practices.

3. The Museum will maintain and preserve the grounds and all structures as well as additional structures as may be added from time to time.

4. The Museum will maintain broad form insurance coverage protecting the structures against all risks except those that shall be specifically excluded by policy. Insurance proceeds shall be used to repair or replace damaged structures to the extent possible. Further, the Museum shall maintain a policy of premises liability insurance, and shall indemnify the college from all liability incurred while on Museum premises except as may have been caused by the active negligence or misconduct of the College, its agents or employees.

5. The Museum will submit to the College for its prior written approval, all plans for new construction or relocation of existing structures. The College will not unreasonably withhold its approval so long as the changes are consistent with the operation of the premises as a museum and planetarium, and aesthetically and functionally in keeping with the existing use of the facility.

6. The Museum, at no cost to the College, will provide the College with the following:

- a. Access to archival and library materials by faculty and supervised students in a manner consistent with current professional museum practices.
- b. Complimentary access to all public events for college students and staff.
- c. Use of museum parking areas as overflow parking for college staff and students displaying the required college parking permits during normal operating hours of the college.
- d. Dedicated gallery space for (1) public showing per year for a college exhibit for a ten (10) day period.

- e. The college shall have access to the planetarium when in operation at a mutually agreed upon time so that it can deliver a college level course in astronomy each semester (College to pay normal part-time rate for teaching the course).
- f. Classroom space from 8:30 a.m. to 10:00 a.m. Monday through Friday for classes of a nature consistent with the purposes of the environment.

7. The Museum will not deed, lease or otherwise convey the premises or any part thereof, nor assign its responsibilities hereunder to any third party without the prior written consent of the College.

8. In the event the premises shall cease to be used exclusively for museum and planetarium purposes, or in the event of other material breach by the Museum of its obligation hereunder, the College shall have the right to re-enter the premises and terminate the estate of the Museum, the intent of the parties being to create an estate which is defeasible on condition subsequent, with the possibility that the premises may revert to the college. Further, it is understood that upon exercise of conditions defined in this section by the college, the pertinent reverter conditions specified in the Executor's Deed of February 17, 1971, shall be reinstated by the Besser Foundation. Further, this condition may be waived only in writing by the College and shall not be implied by act or verbal assurance. Provided, the College will give the Museum not less than One Hundred Eighty (180) days written notice of any violation by the Museum during which the Museum will have the right to cure its default before the College will exercise its right of re-entry.

9. In the event any court of competent jurisdiction declares any part of the foregoing terms to be contrary to public policy or otherwise invalid, it is the intent of the parties that the objectionable provision be reformed or stricken.

10. The premises are set over "AS IS" with no warranty expressed or implied except warranty of title.

11. The Museum will be responsible for procuring and paying for a policy of title insurance or other evidence of marketable title, if desired.

12. This Agreement is binding upon the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of September, 1992.

WITNESSES:

ALPENA COMMUNITY COLLEGE

Lorraine A. Reuther
Lorraine A. Reuther

BY: Donald L. Newport
Donald L. Newport

Gayle L. Marshall
Gayle L. Marshall

ITS: PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF ALPENA)

The foregoing instrument was acknowledged before me this 17th day of September, 1992, by Donald L. Newport, its President, on behalf of the college.

Karen E. Eller
Karen E. Eller
Notary Public
Alpena County, Michigan
My Comm. expires: 1-25-94

WITNESSES:

Lorraine A. Reuther
Lorraine A. Reuther

Gayle L. Marshall
Gayle L. Marshall

JESSE BESSER MUSEUM

Dennis R. Bodem Dennis R. Bodem

By: John R. Milroy John R. Milroy
DIRECTOR

ITS: PRESIDENT

STATE OF MICHIGAN)
) ss.
COUNTY OF ALPENA)

The foregoing instrument was acknowledged before me this 17th day of September, 1992, by John R. Milroy its President, on behalf of the Museum. Dennis R. Bodem its Director

Karen E. Eller
Karen E. Eller
Notary Public
Alpena County, Michigan
My Comm. expires: 1-25-94

PREPARED BY: R. JOHN POCH
JASON, POCH & BISGROVE
801 W. Chisholm Street
Alpena, MI 49707
(517) 354-5011

RELEASE

NOW COMES JESSE BESSER MUSEUM, formerly ALPENA MUSEUM ASSOCIATION, a Michigan Non-Profit Corporation, 491 Johnson Street, Alpena, Michigan, and releases the premises described in Attachment A hereto from the following restriction wherein the MUSEUM is the Grantor and ALPENA COMMUNITY COLLEGE, 666 Johnson Street, Alpena, Michigan is the Grantee:

This deed is executed upon the express condition that it shall be operative only for such time as Grantee shall occupy and continue in the possession of the premises and shall use the same for the proper purpose of the Grantee School District and in the event the use of said premises for said purpose shall be discontinued for one (1) year or more, title hereby conveyed shall revert to the Grantor, its successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of September, 1992.

WITNESSES:

Gayle L. Marshall
Gayle L. Marshall

Lorraine A. Reuther
Lorraine A. Reuther

JESSE BESSER MUSEUM

Dennis R. Bodin Dennis R. Bodin
John R. Milroy

BY: John R. Milroy

ITS: Director
PRESIDENT

STATE OF MICHIGAN
COUNTY OF ALPENA

SS

The foregoing instrument was acknowledged before me this
17th day of September, 1992 by Dennis R. Bodem
John R. Milroy
its Director and President, on behalf of Jesse Besser Museum.

Karen E. Eller
Karen E. ELLer
Notary
County: Alpena
My commission expires: 1-25-94

PREPARED BY:

R. JOHN POCH
JASON, POCH & BISGROVE
801 W. Chisholm St.
Alpena, MI 49707
(517) 354-5011

Commencing at the East 1/4 corner of Section 15,
T31N-R8E, Michigan Meridian;
Thence N 89° 41' 30" W 2584.42 Feet along the
East West 1/4 line to the center of Section 15;
Thence continuing N 89° 41' 30" W 33.00 Feet
along the East West 1/4 line to the West 66 Foot
Right-of-Way line of Woodward Avenue;
Thence South 1826 Feet, more or less, along the
West 33 Foot Right-of-Way line of Woodward Avenue
to the Northeasterly 100 Foot Right-of-Way line of
Johnson Street; the Point-of-Beginning;
Thence Northwesterly 700 Feet along the Northeasterly
100 Foot Right-of-Way line of Johnson Street to the
Easterly line of the proposed Campus Drive;
Thence N 23° E 220 Feet along the Easterly line of
the proposed Campus Drive;

Thence Northeasterly along a curve to the left
along the Easterly line of the proposed Campus
Drive, said curve having a radius of 340 Feet,
more or less, and a chord which bears N 10° E
200 Feet;

Thence N 10° W 135 Feet, more or less, along the
Easterly line of the proposed Campus Drive to the
Southerly line of a drive;

Thence Easterly 425 Feet, more or less, along the
Southerly line of a drive to the West 66 Foot
Right-of-Way line of Woodward Avenue;

Thence South 900 Feet, more or less, along the
West 66 Foot Right-of-Way line of Woodward Avenue
to the Point-of-Beginning.

Being a part of the East 1/2 of the Southwest 1/4
of Section 15, T31N-R8E, Michigan Meridian, the
City of Alpena, Alpena County, Michigan.

Containing approximately 7 Acres.