

33-308

FILED
FEB 15 1963
ANTHONY STAMM
COUNTY CLERK

A G R E E M E N T

THIS AGREEMENT, Made this 28th day of January, 1963,
between the COUNTY OF KALAMAZOO (hereinafter referred to as
party of the first part) and WILLIAM H. WOODHAMS and FRANCES
WOODHAMS, husband and wife, HARRY JOHNSON and HELEN JOHNSON, hus-
band and wife, EVERETT STENDER and DOROTHY STENDER, husband and
wife, EUGENE R. STENDER and EVA STENDER, husband and wife, and
EDMUND TALANDA and DOROTHY TALANDA, husband and wife, (herein-
after referred to as parties of the second part);

WITNESSETH That:

WHEREAS, the party of the first part is the Petitioner
in a condemnation suit now pending in the Circuit Court for the
County of Kalamazoo, File No. 33-308, and

WHEREAS, the parties of the second part are the Respon-
dents in said condemnation suit and are the apparent owners and
occupants of the lands described as follows:

Land situate in the Township of Schoolcraft, County of
Kalamazoo, State of Michigan, described as:

A parcel of land located in Section 3, Town 4 South, Range
11 West, and more particularly described as follows: Com-
mencing at a point on the North and South quarter line of
said Section, 3806 feet North of the South quarter post
thereof and running thence North 34 degrees and 34 minutes
East, 106.4 feet; thence North 24 degrees and 33 minutes
East, 113.2 feet; thence North 6 degrees and 1 minute East
357.0 feet; thence North 26 degrees and 47 minutes East,
120.0 feet ~~for~~ the place of beginning of the land herein-
after described and running thence North 26 degrees and 47
minutes East, 30 feet; thence North 36 degrees and 31
minutes West, 149.9 feet; thence South 49 degrees and 13
minutes West, 68.85 feet; thence South 51 degrees and 33

minutes East, 164.2 feet to the place of beginning, intending to describe Lot #18 of the unrecorded plat of Point Gloria, Gourdneck Lake;

Also granting the use of a strip of land 20 feet wide running Southerly from the Easterly side of the above described parcel to the South line of said Section 3, to be used for highway purposes.

and,

Land situate in the Township of Schoolcraft, County of Kalamazoo, State of Michigan, described as:

A parcel of land located in Section 3, Town 4 South, Range 11 West, and more particularly described as: Commencing at a point on the North and South quarter line of said Section, 3806 feet North of the South quarter post thereof and running thence North 34 degrees and 34 minutes East 106.4 feet; thence North 24 degrees and 33 minutes East 113.2 feet; thence North 6 degrees and 1 minute East, 357.0 feet; thence North 26 degrees and 47 minutes East 150.0 feet for the place of beginning of the land hereinafter described and running thence North 75 degrees and 8 minutes East 32.15 feet; thence North 21 degrees and 35 minutes West 162.05 feet; thence South 56 degrees and 42 minutes West 76.4 feet; thence South 36 degrees and 31 minutes East 149.9 feet to the place of beginning, intending to describe Lot #19 of the unrecorded plat of Point Gloria, Gourdneck Lake;

Also granting the use of a strip of land 20 feet wide running Southerly from the Easterly side of the above described parcel to the South line of said Section 3 to be used for highway purposes.

WHEREAS, the party of the first part has acquired certain lands at Gourdneck and Hogsett Lakes, Schoolcraft Township, Kalamazoo County, for the development of a public park and said lands are located adjacent to and partially surrounding the lands owned and occupied by the parties of the second part, and

WHEREAS, the party of the first part has plans for the further development of said public park, and

WHEREAS, the parties of the second part are desirous of retaining their said lands above described,

NOW, THEREFORE, in consideration of the matters herein-

above and hereinafter set forth, the party of the first part and the parties of the second part have agreed and do hereby agree as follows:

1. The party of the first part agrees to have a non-suit entered in the condemnation suit now pending against parties of the second part in the Circuit Court for Kalamazoo County, File No. 33-308.

2. It is agreed by and between the party of the first part and the parties of the second part that the said public park will be locked during certain hours, and certain seasons, said hours and seasons to be determined by the party of the first part bearing in mind the protection of the park and the extensive improvements therein.

3. The party of the first part agrees to issue 10 keys to the parties of the second part, said keys to be used by parties of the second part on the lock at the park gate; the parties of the second part agree to furnish to the Sheriff of Kalamazoo County an up-to-date list at all times of their members holding a key to the lock at the park gate.

4. The parties of the second part agree to abide by the park rules as to their use of park property.

5. The parties of the second part agree to keep and maintain to their satisfaction the road leading to their property from the point where the established, graded, road terminates at the central parking area in the park; it is further agreed that if party of the first part shall want to improve said road, the said party of the first part shall be allowed to do so as its own

expense; in the event of extensive use of said road by the public, party of the first part shall do reasonable maintenance upon said road.

6. The parties of the second part agree to hold harmless and immune from liability the party of the first part for any acts, criminal, negligent or otherwise which may be committed against the persons, families, or property of the parties of the second part by any persons who are not agents or employees of first party and who may have entered the property of the parties of the second part by legally entering, or trespassing upon the public park property belonging to the party of the first part; neither party shall maintain or allow a common law nuisance to exist upon their said premises.

7. It is hereby agreed by and between the party of the first part and the parties of the second part that the party of the first part shall have governmental immunity as to negligent acts committed on public park property by its agents and employees; governmental immunity shall be determined according to the law of the State of Michigan existing at the time of the occurrence.

8. It is hereby agreed by and between the party of the first part and the parties of the second part, that the said party of the first part shall have first option to purchase the said property above described, owned and occupied by the parties of the second part; the parties of the second part agree that they will not rent or assign their said premises to any person or persons who are not parties of the second part.

9. That either party shall have the right at any time

to erect a fence at said party's expense and without contribution from the other party, except, however, the approval of the other party shall first be obtained as to type and design of the proposed fence and said approval shall not be unreasonably withheld.

10. The parties of the second part may continue to maintain a power line to their premises along the right-of-way to said premises without interference by first party; a temporary injunction issued to second parties against first party in a separate action under Docket No. 57-576 in the Circuit Court, Kalamazoo County, shall be made permanent, except, however, that second parties do consent to any reasonable request to relocate the power line or the right-of-way at first party's expense.

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

Signed, Sealed and Delivered in Presence of:

Lawrence M. Gowan
John L. Chaudhury

) COUNTY OF KALAMAZOO

) By John Plantefaber
John Plantefaber, Chairman
Board of Supervisors

) By Owen Love
Owen Love, Chairman
Highways and Parks Committee

Signes, Sealed and Delivered in Presence of:

) William H. Woodhams
William H. Woodhams

) Frances Woodhams
Frances Woodhams

) Harry Johnson
Harry Johnson

) Helen Johnson
Helen Johnson

Everett Stender
Everett Stender

Mrs. Dorothy Stender
Dorothy Stender

Eugene R. Stender
Eugene R. Stender

Eva Stender
Eva Stender

Edmund Talanda
Edmund Talanda

Dorothy Talanda
Dorothy Talanda

I hereby certify that I have compared this copy
with the original on file in this court and that it
is a correct copy of the whole of such original.
Signed and sealed:

NOV 23 2020

Timothy A. Snow County Clerk
9th Judicial Circuit Kalamazoo, Michigan
James A. Blanch
Deputy Clerk

