DRW
Home Inspection Services, Inc.
1591 Epley Road, Williamston, MI 48895

Professional Home and Commercial Inspections

Office: (517) 655-4433
Cell/VM/PGR: (517) 204-5479

Client: City of Williamston (Thru Denise Dietrich)
Subject property address: 200 Elevator, Williamston
Date: November 1, 2004 Time: 10AM-Noon
Present during inspection: Denise Dietrich (Realtor), Pam Jeffers

The inspection includes only the items listed in the report, as defined by the Standards of Practice of the American Society of Home Inspectors (ASHI), a copy of these standards is available with your request.

Questions during the inspection are encouraged so that your specific concerns can be addressed. Further evaluation by a "specialist" may be necessary since this is a **general** building inspection.

It is important for you to understand that:

1. this inspection is not a warranty.
2. items that are not visible cannot be inspected.
3. this is not a "code" inspection.
4. true repair estimates are obtained from contractors, not inspectors
5. this inspection is not a reflection of property value.
6. the condition of the property may change before your occupancy.

A brief summary is provided for your convenience, please read the entire report and phone anytime for clarification.

"VISIBLE CONDITIONS" as defined by DRW Home Inspection Services are:

Satisfactory (S)--system or component is functional and shows typical aging.

Marginal (M)--system or component is functional but requires immediate maintenance and its condition should be monitored for replacement.

Poor (P)--system or component is defective or failing and requires immediate repair or replacement.

*--an unsafe condition exists and/or further professional evaluation is required.

Please read The ASHI Standards of Practice and Code of Ethics (copy available with your request) for further clarification of report, for limitations and exclusions, and the purpose and scope of inspection.

THANK YOU FOR USING
DRW HOME INSPECTION SERVICES

Feel free to call anytime.

1) SYSTEM: EXTERIOR

	VISIBLE CONDITIONS S	M	P
A. Wall cladding: Wood plank siding, typical for structure of this type and age.	X		
Flashing: No wall cladding flashing, none usually installed for building of this type.			
Trim: Wood in reasonably good condition, typically this type of trim is not sealed for weather tightness.	X		
B. Doors: Functional	x		
Windows: For security, some have been boarded closed. Proper headers will need to be installed if windows are re-installed.		X	
C. East side shed type construction (lean to): Ledger board for shed roof should be doubled in order to properly support this weight of the roof trusses. This ledger board should be anchored with lag screws or bolts.		X	
Shed type roof leaks water as this roof meets the older barn siding. Additional sealant or flashing with sealant should be installed to remedy this water leak.		X	
D. Decks, balconies, stoops, steps, areaways, and porches (inc. railings): North side entries show moderate amount of wood decay. Wood decay should be repaired or entries should be re-built with weather resistant materials.		X	
Both entries should have proper handrails and proper railings installed for safety.			X
E. Wood soffits, not meant for ventilation. Wood fascia, still in fairly good condition.	x		
F. Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls (their effect on the building): Grade should be 1" for every foot, for at least 6 feet leading away from foundation.			
The small trees and bushes at the rear of the barn should be removed.		X	
The grading around the barn foundation is important to slope away, due to water damage to the foundation that can occur with standing water near the foundation.		X	
G. Outbuilding: 2x6" roof trusses, 2x4" wood posts. Rear bricks (at south portion of rear wall) are holding up a portion of the load bearing wall, therefore cannot remove these bricks without transferring the load to other means. These bricks do show some shifting (portion of wall is leaning) and cracking, I suggest additional reinforcement of this rear wall by using wood posts on proper footings.		X	

COMMENTS:

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2) SYSTEM: ROOFING

	VISIBLE CONDITIONS		
	S	M	P
A. roof coverings type: Standing metal rib, good condition for main portion of barn. With proper maintenance this metal roofing should last for at least 25 more years.	X		
Shed building (lean to) has corrugated metal roofing with fiberglass panels (for light). This roof needs better flashing or sealant (or both) installed between the shed roof and the barn siding.		X	
B. roof drainage systems type: If possible (and practical) install gutter system for better roof drainage and water control.		X	
C. flashings type: Metal flashing for cupola needs sealant. Also need sealant or flashing and sealant between the shed (lean to) roof and barn siding. Both of these areas are leaking water into interior of barn.			X
D. chimneys, and other roof penetrations: type chimney(s): One all metal flue for the gas furnace, type B gas vent. Extend the flue at least 4 feet above the barn roof for better drafting.		X	
type plumbing vent(s): None.			
type attic vent(s): Large cupola with louver vents.	X		
E. Water leaks or condensation on any building component: Cupola flashing and shed roof leaks water into the interior of barn.			X

Roof inspection method: From ground level.

COMMENTS:

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3) SYSTEM: STRUCTURAL COMPONENTS

	Type	VISIBLE S	CONDITIONS M	P
A. foundation	Fieldstone and brick.		X	

Small amount to moderate amount of tuckpointing is needed for both the fieldstones and the bricks. Few bricks on interior, north side, should be replaced.

B. floor structure	Post and beam construction for majority of building.			

Posts are large 12x12" wood posts with beams of 8x8" with proper T bracing and proper pegs installed for anchors. This older style of construction is holding its strength quite well and with some modifications this type of construction can be used for more modern uses. X

Lower level has one section that has 2 ply 2x6" floor beam. This beam is too small and should be replace with beam of at least strength of 3 ply 2x8". The wood posts should be replaced with steel jack posts on proper footings. X

subfloor	planking	x		
joists	2x12", 12" and 16"oc (oc = on center)	x		
C. wall structure	2x4"; platform construction, typical barn type construction in good condition.	x		
D. columns	wood posts	x		
E. ceiling structure	2x6", 24" oc with proper bracing.	x		

F. roof structure bracing. Post and beams	2x6", 24" oc with proper with anchor points.	x	
rafters/truss with interior and anchor	Rafters, span of rafters point bracing.	x	
sheathing	planking	x	
Sheathing around the cupola has gotten wet, but does not appear the wood is rotted. Need flashing repaired and sealed for this cupola.			X

Any wood deterioration—Some wood posts in lower level have wood rotted at bases. No apparent sagging at posts, but posts should be repaired so that strength is kept in structure and so that no future sagging or weakness will occur. X

Any weakened wood components—Not yet, but as with all wood structures of this type, weathering and typical aging will tend to weaken the structure over time. Occasional bracing, updating, repairs and general upkeep maintenance is needed more for a structure of this type than one that is completely weather proof.

Upper level entered: Yes, the wood steps leading to the upper level need better bracing, are quite steep, need better handrail and railing. X

Any limitations: Yes. The lower level is being used for the Halloween haunted house, therefore the wall board partitions being used prevented my observation of much of the construction of the lower level. I could not peel back the wall board to observe the construction, therefore I am looking more for apparent sags, cracks, etc. around the concealed areas. ?

COMMENTS:

4) SYSTEM: HEATING

VISIBLE CONDITIONS		
S	M	P

A. Heating equipment: There is a gas furnace installed with a metal chimney, but I could not test this furnace because a proper thermostat or other control not seen.

If the furnace is to be used, I strongly recommend this furnace be checked by a heating contractor for proper usage and for safety. * * *

5) SYSTEM: ELECTRICAL

	VISIBLE CONDITIONS S	M	P
A. Service entrance conductors			
1. conductor material: Copper	x		
2. overhead or underground? Overhead	x		
Exterior conductor enclosed in conduit.			
B. 1. service amperage and voltage:			
a. main overcurrent device: No main disconnect for panel.	*	*	*
b. grounding location: Grounding wire	x		
c. bushings and knockouts: in place	x		
2. location of main and distribution panels: lower level.	x		
C. Amperage and voltage ratings of the service: 100 amps, 120 and 240 volts, but has no main disconnect.			x
D. 1. conductor material (any aluminum?): Copper service conductor with copper branch wiring.	x		
2. branch circuit protection: circuit breakers			
Left leg, 3rd breaker from top has 40 amp breaker using 14 gauge wiring. This breaker must be changed to a 15 amp breaker. This wiring can overheat and cause electrical fire if not changed.	*	*	*
Right leg, 3rd breaker from top has 20 amp breaker using 14 gauge wiring. This breaker must be changed to a 15 amp breaker for safety.	*	*	*
Note: Both instances as noted above for changing breakers, should be inspected and changed accordingly by a qualified electrician.			
Some romex wiring should be enclosed in conduit if exposed in public area or if safety of exposed wiring is a concern. This will need to be addressed when the type of use or the change of usage of this building is planned.	*	*	*
E. The operation of a representative number of installed lighting fixtures, switches, and receptacles located inside and exterior of the building.		X	
Mercury vapor light fixture at southeast corner of building is not proper wired. The drop cord type wiring should be replaced with properly sized romex wiring enclosed in conduit for weather safety.			X
F. The polarity and grounding of receptacles. Very few outlets found, mostly in lower level.	x		
Note: Suggest GFCI (Ground Fault Circuit Interrupter) receptacles be used above all kitchen countertops, in all bathrooms, exterior, garage and basement applications. This information for possible future usage.			
Note: 2 prong outlets are ungrounded, 3 prong outlets should be grounded.			
G. The operation of Ground Fault Circuit Interrupters. N/A			

6) SYSTEM: PLUMBING

No water supply plumbing or drainage installed in this building.

7) SYSTEM: CENTRAL AIR CONDITIONING

VISIBLE CONDITIONS
S M P

A. central air conditioning including: None installed.

Thank you for your patronage, I hope you have found the services of DRW Home Inspection Services to be beneficial. Please read this entire report for information on items to be monitored and that require maintenance.
Should you have any questions, please call me at (517) 655-4433.

Dennis Wesner

Summary of inspection for 200 Elevator, Williamston.

1. Fieldstone foundation and brick foundation needs small amount to moderate amount of tuckpointing. Few bricks at north side (in haunted house area) need to be replaced.

2. Standing rib roofing in good condition, with proper maintenance this roofing should last at least 25 more years.

3. Outbuilding load bearing bricks need repair and need to be modified for south wall strength.

4. Mercury vapor light fixture needs proper wiring.

5. Few wood beams in lower show decay, must be repaired so that structure will remain strong and not sag.

6. For the most part, the main portion of the barn is constructed in older post and beam type construction that is strong and not showing sagging or weakness.

7. Barn entries need work to comply with today's railing and step requirements for safety. Interior steps also need additional rails and railings to comply with safety concerns.

8. Cupola is leaking and shed roof of lean to is also leaking water to interior. Installation of flashing or sealing the existing flashing is needed to keep water out.

9. Area on lower level has smaller than needed floor joists and support posts that should be changed or strengthened.

10. This building should be able to be modified for a more modern use, thus saving most of the construction in the process.

Dennis Wesner

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Fitzpatrick Structural Engineering, P.C.
219 N. Main • Ann Arbor • MI • 48104
734-769-0320 • FAX 734-769-3015

Monday, October 13, 2008

Att; Michelle Aniol Community Development
City of Williamston
161 E. Grand River
Williamston, MI 48895

Re; Proposed Structural Services for the Williamston Ice House.

Dear Michelle,

I am attaching a task work plan for the structural evaluation of the historic Ice House located in Williamston. The work plan includes my estimated hours to provide the services we discussed during my visit this past Wednesday, October 8 at the site of the building. It is my understanding that the effort is to establish the structural adequacy of the building for adaptive reuse. We intend to provide a comprehensive physical survey of the structure which I estimate will take three days. We are requesting that the city provide ladders for our use so that we can access the roof and floor structures. We don't anticipate that destructive access will be needed, but that won't be known until we get into the survey. If any is needed we will discuss that with the appropriate city personnel. We will record our findings in field notes, digital photographs, and photo logs. I have also allowed for a short 'kick off' meeting with yourself and other city employees as you see fit. We will need to create some schematic drawings (floor plans) for reference. The evaluation, analysis, and report will be limited to those items that can be physically verified during the survey. We will provide you with a report of the existing conditions, recommendations, and stability in electronic pdf format and 5 additional hard copies. Applicable photos, photo logs, and appropriate field notes will be appended to the report. The survey is limited to the original Ice House and does not include the more recent additions. As you know we will not be able to start on this project until after mid November.

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It was a pleasure meeting with you on the 8th and we look forward to working on this project. Please let me know if you have any concerns or require any more information.

Sincerely,

Thomas R. Fitzpatrick, P.E.

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Fitzpatrick Structural Engineering, P.C.
219 N. Main • Ann Arbor • MI • 48104
734-769-0820 • FAX 734-769-3015

Fee Estimate for FSE
Williamston Ice House
Conditions Survey
Williamston, MI
City of Williamston, Att Michelle Aniol Community Development

13-Oct-08

DESCRIPTION	LABOR CAT.	HOURLY RATE	HOURS REQ'D.	HOURS TOTAL	PRICE	TOTAL PRICE
1. Physical Survey of Exixting	PE	160.00			$ -	
2 persons 3 days. Kick off meeting between FSE	AE	131.25	24		$ 3,150.00	
and apprpopriate individuals from the city just prior	Tech	78.75	24		$ 1,890.00	
to physical survey. Determine size of members,	Clerical	52.50			$ -	
spans and spacing. Evaluate Foundations. Record data with field notes and digital photos. See note 1 below.				*48*		*$ 5,040.00*
2. Project Organization	PE	160.00	3		$ 480.00	
Organization of site data and photos. Transcribe all	AE	131.25	16		$ 2,100.00	
logs. Schematic layout of floor plans.	Tech	78.75	24		$ 1,890.00	
	Clerical	52.50			$ -	
				43		*$ 4,470.00*
3. Analysis of Exisitng Framing	PE	160.00	2		$ 320.00	
Structural analysis of the existing conditions and	AE	131.25	30		$ 3,937.50	
evaluations of recommended treatments.	Tech	78.75	16		$ 1,260.00	
Detrmination of load capacities to meet current	Clerical	52.50			$ -	
codes and the structural integrity of the building.				*48*		*$ 5,517.50*
4. Report of Exisitng Conditions	PE	160.00			$ -	
Written report incuding recommendations. Report	AE	131.25	12		$ 1,575.00	
findings relative to structural integrity. See note 2	Tech	78.75	2		$ 157.50	
	Clerical	52.50	4		$ 210.00	
				18		*$ 1,942.50*
5. Revise Report	PE	160.00			$ -	
If needed; revise report based on comments from	AE	131.25	4		$ 525.00	
relevant city individuals. See note 2	Tech	78.75	2		$ 157.50	
	Clerical	52.50	4		$ 210.00	
				10		*$ 892.50*
6. Not Used	PE	160.00			$	
	AE	131.25			$	
	Tech	78.75			$	
	Clerical	52.50			$	
				0		*$*
7. Not Used	PE	160.00			$	
	AE	131.25			$	
	Tech	78.75			$	
	Clerical	52.50			$	
				0		*$*
TOTAL DIRECT LABOR				**167**		**$ 17,862.50**

Notes;
1. City to provide ladders for access to structural members. No destructive access will be done without prior agreement with the city. City to provide access as needed. FSE will provide all measuring devices and flashlights.

2. FSE to provide and electronic copy in pdf format of the report. Additionally 5 copies hard copies to be provided. No meeting is included to present the report. If needed that will be invoiced at our hourly rates.

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Fee Estimate for FSE
Williamston Ice House
Structural Services
Williamston, MI
City of Williamston, Att Michelle Aniol Community Development

Fitzpatrick Structural Engineering, P.C.
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734-769-0320 • FAX 734-769-3015

13-Oct-08

SCHEDULE OF OTHER DIRECT COSTS - FSE *Professional Structural Services*				*OFFICE*	*TRAVEL*
1. Physical Survey of Exixting				$ -	$ *265.50*
Reproduction			0.00		
Photography			0.00		
Long Distance Telephone			0.00		
Postage/Delivery			0.00		
Airfare			0.00		
Lodging			0.00		
Meals			120.00		
Mileage & Parking	300	0.485	145.50		
2. Project Organization				$ -	$ -
Reproduction			0.00		
Photography			0.00		
Long Distance Telephone			0.00		
Postage/Delivery			0.00		
Mileage & Parking	0	0.485	0.00		
3. Analysis of Exisitng Framing				$ -	$ -
Reproduction			0.00		
Photography			0.00		
Long Distance Telephone			0.00		
Postage/Delivery			0.00		
Mileage & Parking			0.00		
	0	0.485	0.00		
4. Report of Exisitng Conditions				$ -	$ -
Reproduction			0.00		
Photography			0.00		
Long Distance Telephone			0.00		
Postage/Delivery			0.00		
Mileage & Parking	0	0.485	0.00		
5. Revise Report				$ -	$ -
Reproduction			0.00		
Photography			0.00		
Long Distance Telephone			0.00		
Postage/Delivery			0.00		
Mileage & Parking		0	0.00		
6. Not Used				$ -	$ -
Reproduction			0.00		
Photography			0.00		
Long Distance Telephone			0.00		
Postage/Delivery			0.00		
Mileage & Parking	0	0.485	0.00		
[illegible]				-	-

10D

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COST ESTIMATE SUMMARY

Fitzpatrick Structural Engineering, P.C.
219 N. Main • Ann Arbor • MI • 48104
734-769-0320 • FAX 734-769-3015

13-Oct-08

Williamston Ice House

Structural Services

Williamston, MI

City of Williamston, Att Michelle Aniol Community Development

DIRECT LABOR			COSTS
1. Physical Survey of Exixting			
FSE			$ 5,040.00
2. Project Organization			
FSE			$ 4,470.00
3. Analysis of Exisitng Framing			
FSE			$ 5,517.50
4. Report of Exisitng Conditions			
FSE			$ 1,942.50
5. Revise Report			
FSE			$ 892.50
6. Not Used			
FSE			$ -
7. Not Used			
FSE			$ -
TOTAL DIRECT LABOR			$ 17,862.50
(Incl. Overhead & Profit)			

OFFICE COSTS	RATE	NO.	COSTS
FSE			$ -
TOTAL OFFICE COSTS:			$ -

TRAVEL COSTS	RATE	NO.	COSTS
FSE			$ 265.50
TOTAL TRAVEL COSTS:			$ 265.50

TOTAL OTHER SIGNIFICANT COSTS	$ 265.50
TOTAL DIRECT LABOR	$ 17,862.50
TOTAL	$ 18,128.00

INGHAM COUNTY
REGISTER OF DEEDS
RECEIVED

2010 FEB 18 A 9:02

102

B: 3372 P: 868 02/19/2010 08:13 AM Pages: 7
2010-005658 QUIT CLAIM DEED Receipt #57763
Curtis Hertel Jr., Ingham County, Michigan

This instrument prepared by
or under the direction of:

2010-005658 Receipt # 57763
02/19/2010 08:13 AM Stamp # 413596
Ingham County, Michigan Real Estate Transfer Tax

County Tax $35.30
State Tax $247.50

Kim R. Bongiovanni
Senior Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

INGHAM COUNTY
REGISTER OF DEEDS
RECEIVED
2010 FEB 18 PM 3:25

RETURN TO: John Gormley, Esq.
Gormley & Johnson Law Offices, P.L.C.
101 East Grand River Avenue
P.O. Box 935
Fowlerville, MI 48836

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 16th day of December, 2009, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and CITY OF WILLIAMSTON, whose mailing address is 161 East Grand River Avenue, Williamston, Michigan 48895, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of THIRTY THREE THOUSAND AND NO/100 DOLLARS ($33,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being at Williamston, County of Ingham, State of Michigan, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 3.41 acres, more or less.

EXCEPTING unto Grantor all oil and gas, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

Return to:
Capital Fund Title Services
1000 S. Washington Ave Suite 200
Lansing, MI 48910

File No _____

EXCEPTING unto Grantor the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", within and on the Premises; and RESERVING unto Grantor a perpetual railroad easement thirty feet (30') in width, fifteen feet (15') in each direction from the centerline of the Track more particularly shown and described on the survey referenced in section 8.1 of this Agreement for the continued location, maintenance, use, repair, replacement and removal of the Track; TOGETHER WITH the right of ingress and egress to and from the Track until removal. Said reserved railroad easement shall automatically terminate and all title in the Premises vest in Grantee upon cessation of use and removal of the Track (other than ballast) by Grantor.

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT to reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial, commercial or paved roadway purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, or (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place – other than the area of the existing Ice House). By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary

lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Premises, or any portion thereof, for railroad freight service, nor to support the offering or performance of railroad freight service, by any carrier other than Grantor, its successors and/or assigns.

Grantee, its successors and assigns, by acceptance of this deed, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Premises and the adjacent land(s) of Grantor or any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Grantee assumes all liability and responsibility respecting noise, light, fume or vibration abatement or reduction structures covenants not to sue Grantor, its successors or assigns for existence of the noise, light, fumes and vibrations from Grantor's operations. Grantee acknowledges that the Grantor's adjacent railroad operation is a 24-hour a day, seven days a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on

Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants whether or not Grantor retains title to property adjacent to the Premises.

AND FURTHER FOR THE CONSIDERATION AFORESAID, Grantor does hereby GRANT and CONVEY, WITHOUT WARRANTY, unto Grantee, Grantee's heirs, personal representatives, successors and/or assigns, a maintenance easement hereinafter referred to as "the Maintenance Easement", as more particularly shown and described on the survey reference in section 8.1 of this Agreement, for the continued location and maintenance of a portion of the building located upon lands of Grantor adjacent to the Premises.

TO HAVE AND TO HOLD the Maintenance Easement and rights herein granted, solely for the purposes herein contained; SUBJECT, however, to any public utilities and other facilities located in, on, over, under or across the Maintenance Easement, and all agreements, easements and rights granted or reserved therefore, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT to the terms, conditions, exceptions and reservations as follows:

1. Grantee, Grantee's heirs, personal representatives, successors and/or assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements adjacent to the Maintenance Easement, or otherwise damage the same in any way.

2. Excluded from the Maintenance Easement are any other rights-of-way for access, ingress, or egress, whether by way of necessity, implication or otherwise, across or over other adjoining properties of Grantor.

3. At such time as said building and/or structure is removed or substantially (fifty percent or more) destroyed, the Maintenance Easement shall terminate, and Grantee, Grantee's heirs, personal representatives, successors and/or assigns, shall execute such instrument as now provided or as hereafter may be provided by law to clear title to the Maintenance Easement area.

Said covenants shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

By: _____
Name: Stephen A. Crosby
Title: President - CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc.

Attest _____ (SEAL)
Secretary
PAUL R. HITCHCOCK
CORPORATE SECRETARY

Print Name: _____

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, CARMEN E. BENITEZ, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Stephen A. Crosby (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: he resides in Jacksonville, Duval County, Florida; he is President-CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; he is fully informed of the contents of the instrument; he knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; he signed his name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 16th day of December, 2009.

My commission expires on: 10/16/2013

_____ (SEAL)
Notary Public
Print Name: CARMEN E. BENITEZ

Notary Public State of Florida
Carmen E Benitez
My Commission DD912898
Expires 10/16/2013

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EXHIBIT A

Description of property at: Williamston, County of Ingham, State of Michigan
To: City of Williamston
CSXT Deed File No.: 2008-2461/JLB

Parcel 1:
That part of the Northwest 1/4 of Section 1, Town 3 North, Range 1 East, City of Williamston, Ingham County, Michigan being more particularly described as: Commencing at the Northwest corner of said Section 1; thence S02°14'07"E, 404.63 feet along the West line of said Section 1 to the point of beginning of the following described parcel; thence Easterly, 1004.16 feet along arc of a curve to the right, said curve being 124.50 feet Northerly of the CSX railroad centerline and having a radius of 5854.15 feet a delta angle of 09°49'40" and a chord bearing S81°25'56"E, 1002.93 feet to the Westerly right of way of Leasia Street (66 feet wide); thence S03°45'07"E, 78.57 feet along the Southerly extension of Leasia Street; thence Westerly, 1006.84 feet along the arc of a curve to the left, said curve being 49.50 feet Northerly of the CSX railroad centerline and having a radius of 5779.15 feet, a delta angle of 09°58'55" and a chord bearing N81°16'42"W, 1005.56 feet to the West line of Section 1; thence N02°14'07"W, 75.40 feet along said West line to the point of beginning. Containing 1.73 acres more or less and subject to any easements to restrictions of use or record.

Parcel 2:
That part of the Northwest 1/4 of Section 1, Town 3 North, Range 1 East, City of Williamston, Ingham County, Michigan being more particularly described as: Commencing at the Northwest corner of said Section 1; thence S02°14'07"E, 579.58 feet along the West line of said Section 1 to the point of beginning of the following described parcel; thence Easterly 1020.85 feet along arc of a curve to the right, said curve being 49.50 feet Southerly of the CSX railroad centerline and having a radius of 5680.15 feet a delta angle of 10°17'51" and a chord bearing S81°00'59"E, 1019.48 feet to a point 1000 feet Easterly of the West line of Section 1; thence S02°14'07"E, 78.21 feet parallel with said West line; thence Westerly, 915.39 feet along the arc of a curve to the left, said curve being 124.50 feet Southerly of the CSX railroad centerline and having a radius of 5605.15 feet, a delta angle of 09°21'26" and a chord bearing N80°19'15"W, 914.37 feet; thence N09°36'52"E, 50.05 feet; thence N84°15'09"W, 116.73 feet to the West line of Section 1; thence N02°14'07"W, 22.60 feet along said West line to the point of beginning. Containing 1.63 acres more or less and subject to any easements to restrictions of use or record.

Parcel 3:
That part of the Northwest 1/4 of Section 1, Town 3 North, Range 1 East, City of Williamston, Ingham County, Michigan being more particularly described as: Commencing at the Northwest corner of said Section 1; thence S02°14'07"E, 579.58 feet along the West line of said Section 1; thence Easterly 638.93 feet along arc of a curve to the right, said curve being 49.50 feet Southerly of the CSX railroad centerline and having a radius of 5680.15 feet a delta angle of 6°26'42" and a chord bearing S82°56'33"E, 638.59 feet to the point of beginning of the following described

parcel; thence N10°40'37"E, 21.93 feet; thence S79°10'52"E, 106.36 feet; thence S10°38'14"W, 21.92 feet; thence Westerly 106.38 feet along the arc of a curve to the left, said curve having a radius of 5680.15 feet, a delta angle of 1°04'23" and a chord bearing N79°11'01"W, 106.38 feet to the point of beginning. Containing 2314 square feet more or less and subject to any easements to restrictions of use or record.

BEING more particularly shown on plat of survey dated December 8, 2009 prepared by Darin L. Thelen, Professional Surveyor Number 53090, C2AE, 725 Prudden Street, Lansing, Michigan 48906, incorporated herein by reference.

BEING a portion of the property acquired by Detroit Lansing and Lake Michigan Railroad, a predecessor of Grantor, from Richard W. Owen, by deed dated April 12, 1871, recorded among the Public Land Records of Ingham County, Michigan, in Book 45, Page 410.

The **Detroit, Lansing & Lake Michigan Railroad Company** was sold on December 27, 1876 to the Detroit, Lansing & Northern Railroad Company. On December 6, 1896, the following five companies reorganized and consolidated to form the Detroit, Grand Rapids and Western Railroad Company: Detroit, Lansing & Northern Railroad Company; Grand Rapids, Lansing & Detroit Railroad Company; Saginaw and Grand Rapids Railroad Company; Saginaw & Western Railroad Company; and Saginaw Valley & St. Louis Railroad Company. Effective November 1, 1899, the Flint and Pere Marquette Railroad Company, the Detroit, Grand Rapids and Western Railroad Company and Chicago and West Michigan Railway Company consolidated and reorganized, with the name of the surviving corporation changed to the Pere Marquette Railroad Company. The Pere Marquette Railroad Company reorganized on April 1, 1917 into the Pere Marquette Railway Company. By Articles of Merger dated June 6, 1947 the Pere Marquette Railway Company was merged into The Chesapeake and Ohio Railway Company. Effective September 2, 1987, The Chesapeake and Ohio Railway Company was merged into CSX Transportation, Inc. in accordance with the terms of the Articles of Merger dated August 18, 1987.

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F. P. Vanburen Cold Storage Building

Conditions Report
With Recommendations for Preservation

Presented to the City of Williamson
Tax Increment Finance Authority Board
Williamson, Michigan

August 20 2006
By
Steve Stier

10B
2917

Building Report

F. P. Vanburen Cold Storage Building
Williamson, Michigan

This report is intended to give a clear and accurate picture of the building construction and its condition, priorities for stabilization and preservation, and approximate costs.

General Description

This early 20th century two-story wood framed and sided structure with a full basement was built as a cold storage business that was operated along with other commercial enterprises, in Williamson, by prominent businessman F. P. Vanburen. It has been said that it was constructed on the site of an earlier building that burned. This building is constructed on a foundation that is raises the first floor approximately five feet above grade. The main part of the original building is approximately 36' by 52'and has a gable roof with a large ventilating cupola and flagstaff. The east side has an 18' wide by 52' long shed attached. To the east of the shed has a much later pole type shed that is approx. 30' by 44'.

Foundation Exterior

The foundation wall supports the entire perimeter of the original building including the shed, and consists of a bottom course of lime mortared field stone (sometimes called a "rubble wall") approximately 4'-6" above basement floor. The height of the stone foundation wall is very irregular and it is possible that it was salvaged from an earlier building that burned. Above the stone are 10 to 16 courses of cream colored brick with lime mortar. Both the stone and brick visible above grade have been painted red. The basement

has three entry doors; two on the east and one on the west, and there are several windows, two in the north elevation, three on the west, three on the south, and approx. 3 on the east. All the basement windows measure about 26" x 36" The windows in the cold storage area are all insulated with triple sash.

Basement

The basement floor is concrete and all in good condition, with floor drainage at the north/west corner. Portions of the basement wall interior is insulated and covered in 1" thick cladding. All visible portions of the interior basement walls are in fair to good condition. First floor joist are 2" x 10" milled lumber on 16" centers with "X" bridging, under the shed portion and there is head room of 7'-2" in the basement. Brick walls running north/south at the intersection of main bldg. and the shed and three others spaced at intervals dividing the width of the main bldg. into fourths support the floor joist and the 6 posts that support the 2nd floor.

Exterior

The exterior is sided with "Novelty" siding, sometimes called "German" or "Drop" siding, painted red except the portion under the shed which is white. Each 7 1/2-inch wide siding board is milled so that it appears to be two smaller clapboards and is cut in the ship-lap fashion. There are 6" corner boards and 6" door and window casing with moulded head trim. There are approximately four, four over four, double hung windows in each elevation having openings of about 2' x 5'. Each gable has an approx. 4' x 5', trimmed and louvered opening above the second floor level. There are two sliding doors in the north shed elevation (one useable, one boarded) as well as a sliding 4' x 7' six light, panel door at the center of the north elevation of the main building.

There is an unused doorway to the first floor near the north end of the west elevation.

There is an approximate 12" freeze board at the intersection of siding and soffit that is trimmed with a bed mold. The rafter tails and overhanging eaves are covered with soffit boards. The fascia is partly covered with newer roofing trim but the original, where visible, appears to have a shaped shingle mold.

The roof covering on the shed is standing seam over wood shingle and the east pitch of the main building is newer ribbed painted steel over wood shingles and possibly standing seam. The east pitch of the main roof is the newer steel over newer 2" purlins over the original rafters. Centered in the roof peak is an approx. 5' x 7' louvered gable roofed cupola with a flagstaff.

Framing

The framing consists of 2" x 4" studs on 16" centers running from the sill to a double plate at the first floor ceiling height of 14'-8". In the main part of the building studding continues to the top plate. The roof support is a truss system of nailed 2"' x 8" RS rafters and bottom cord. 1" thick boards run from the center of the cord to the peak, vertical from the center of the rafter to the cord, from center of rafter to center of mating rafter, and a diagonal from this point to the center of cord.

Interior

The shed is an open room with a late partition dividing it in half lengthwise. It has 1" x 8" ship-lap wall covering as well as ceiling. There are six double hung windows along the east wall and a brick chimney between window 2 and 3 from the north. The shed has two doorways into the main building, one into the cold storage and one into the retail part in the front of the building.
The north approx. 16' of the first and second floor are un-insulated and appear to have been used for retail/business area. A steep wooden stair runs to the second floor along the east wall of the "retail area". The first floor is 1 ' x 8" Yellow Pine tongue and groove flooring in good condition. The west half of this area has a late over-floor at about 7' of 2" x 6" joist with 1" x 6 " ship-lap floor. Approximately centered in the south wall of this area is a 4' x 6' freight elevator shaft that runs from the basement to the second floor. The second floor has 3" tongue and groove quarter sawn fir flooring laid on the diagonal.

Insulated Walls

The approx. 36' x 36" first and second floor rooms at the south end of the building are heavily insulated. The exterior of the walls are sheathed in building paper with one inch thick wood over 2" x 4" studs (the exterior walls also have the Novelty Siding over this). On the inside of the studs there are three layers of approx. 1" horse hair filled paper faced insulation, each layer spaced with 1" furring. This is sheathed inside with 1" x 8 shiplap.

Cold Storage Rooms

The door to the first floor cold storage room is missing and the jambs have been removed exposing the method of insulation. The floor in this room is of 1" x 6" and 1" x 7" Yellow Pine tongue and groove flooring. There is no ceiling covering. There are 3 built up beams of 6 layers of 2" x 12" rough sawn planks running north/south dividing the room into four equal parts. The beams are supported by

5' long bolsters, and 12" x 12" posts. The second floor joist are rough sawn 3" x 12" planks on 16" centers. There is an approx. 6' wide over-floor along the north wall, which supports a recent heating device.

The second floor cold storage room has it's original insulated door. The floor is quarter sawn tongue and groove fir laid diagonal. Walls and ceiling is 1" x 9" ship-lap. There is a 1' high band of galvanized sheet metal lining the wall at the floor level. The ceiling has a hatchway located about in the center of the room. There is a later over-floor built along the east wall with a stairway at the north wall.

Building Condition Report

Foundation and Basement

Both the stone and brick have been painted. In some cases the paint has helped protect the building materials. In other areas the paint has helped increase the rate and severity of the deterioration. The stone portion of the foundation is in very good condition with none of the stones dislodged from their original position. Only about 200 sq. ft. of the exposed exterior stone area needs simple re-pointing. There are two areas of moderate structural cracking that carry upward into the brick courses; one at the south east corner and the other around the basement door near the north west corner. Poor drainage and frost heave movement most likely caused damage in both areas. Much of the building perimeter grade has been eroded by falling water from the roof causing the water to be trapped to drain back into the foundation. The brick portion of the foundation is in very good condition with only about 10 sq. ft. of moderate to severe spalled brick surface on the north elevation.

Only about another 30 sq. ft. of the exposed exterior brick area needs minor re-pointing.
The basement is completely full of Halloween "Horror House" decorations, which obscures inspection, invites vermin and holds moisture. Most of the interior of the foundation wall is not visible and the amount of re-pointing needed is impossible to estimate. In the areas that are visible a considerable portion needs re-pointing.
All 10 of the basement windows are boarded over so it was not possible to inspect all the wood parts of the windows except for the sills. The sills are 6" thick and 33" long. Some are in fair repairable condition but most are severely deteriorated due to lack of paint and ground contact.

Building Exterior

The siding is in good condition with only about 150 to 200 sq. ft. needing repair or replacement. There is a slight bulge (two to three inches) in the south wall. It is uniform and appears most prominent at the second floor level. Honey bees have infested two areas near the south west corner and need to be removed. Door and window components and trim are in generally good condition and in need of only minor repairs. Window sash are in fair to poor condition and have some broken muntons and missing glass. In the south elevation there are squirrel holes in the soffit boards and some boards appear to be loose and ill fitting.
The standing seam roof on the shed appears in good condition and no leaks were observed. Flashing to the main structure siding needs further inspection. The roof on the main part is newer ribbed steel and appears to be sound and leak free.
The gable vents and the cupola appear to be in good condition needing only minor repairs and paint. These need closer inspection.

Interior

Except for a normal amount of wear and tear over 100 years, the interior is in exceptionally good condition. The existing freight elevator is inadequate and will not meet any code requirements. The stair to the second floor will not meet any code and lacks a rail on both first and second floors. There is evidence of some water damage in the south west corners of both the first and second floor

rooms. The bulge observed on the exterior south wall is obvious on the interior at the second floor level. There is dark staining and indications of some wood deterioration on the second floor ceiling. Areas above this ceiling and the underside of the roof and framing over the cold storage rooms could not be inspected.

Recommendations for Stabilization and Preservation

Because the eventual use of the building is currently undetermined, the following recommendations are intended only to sustain the existing form, integrity and materials of the structure. It is reasonable to assume that these actions will preserve the building for 3 to 5 years. I highly recommended that any work on the building be done following the "Secretary Of Interior's Standards For Preservation" included at the end of this report.

Entire Building

1. Design a building conditions inspection check sheet, and implement monthly inspections. Record and retain.

Foundation and Grade

1. All areas of missing and deteriorated mortar in the stone portion of the foundation wall should be re-pointed using a matching mortar mix.
2. The grade at the foundation perimeter should be adjusted to a slope of at least 1" to 1' for the first 6'.
3. Remove all basement window boarding to inspect sash, jams, trim. Record this information for future work.
4. All basement window sills repaired or replaced as needed, caulk and paint to be weather-tight. Lower grade as necessary to allow 8" between sills and grade.
5. Determine cause, extent and potential cost of repair of structural damage at north-west basement door and south east corner.
6. Devise method of keeping surface water from entering basement at north-west door well.

Basement

1. Remove all Halloween decorations.
2. Remove selected sections of insulation to inspect foundation wall interior.
3. Re-point any areas in stone wall that mortar is more than 50% missing.
4. Provide for automatic sump pump.
5. Provide for adequate ventilation.

Exterior

1. Remove the honey bee infestation and remove any comb and honey. Patch holes in siding and ensure bees do not return.
2. Check all flashing (cupola and shed) and repair as needed.
3. Check for and repair or replace loose or damaged soffit boards.
4. Get rid of squirrels.
5. Secure the building from unwanted entry and vandalism
6. Remove covering on all windows and take inventory of all missing or damaged parts. Record and save this information.

Interior

1. Investigate to determine source of water damage in south west corner.
2. Investigate condition of materials above second floor ceiling.
3. Provide temporary stair railing at first and second floor.

Costs

My best estimate for doing all of the suggested work for preservation is in the $11,000 to $14,000 range.

Conclusions

This 100 year old building is in exceptionally good structural condition. All deficiencies noted in the building report above are relatively minor and economically repairable. The condition, construction and location of the building make it adaptable to any

number of future uses that would be of great value to the city of Williamson and the broader community. The history of the building illustrates its value in continued economic use and as a prominent Williamson land mark for over a century.

I encourage this board to take the steps necessary to preserve this building and to pursue all potential appropriate uses so that its economic, aesthetic and cultural value can be enjoyed by the Williamson community in the future.