

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, April 14, 2011
9:30 AM

Consent Items:

1. Approval of the Agenda
2. Approval of March 10, 2011 Planning and Policy Committee Minutes

Action Items:

3. Including Our Neighbors Grant Agreement (ION)
Suggested Motion:
To approve and forward to the Board of Commissioners the Including Our Neighbors (ION) grant agreement with United Cerebral Palsy of Michigan to fund the Animal Adaptations program at the Ottawa County Parks Nature Education Center with matching funds from the Parks and Recreation budget.
4. Utility Line Easement
Suggested Motion:
To approve and forward to the Board of Commissioners the Dry Fire Line Utility Easement Agreement with Park Township.

Discussion Item:

5. Closed Session to Discuss Property Acquisition
Suggested Motion:
To go into closed session for the purpose of discussing property acquisition.
(2/3 roll call vote required)

Adjournment

Comments on the day's business are to be limited to three (3) minutes.

PLANNING & POLICY COMMITTEE

Proposed Minutes

DATE: March 10, 2011

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Dennis Swartout, Stu Visser, James Holtvluwer, Jane Ruiter, Roger Rycenga

STAFF & GUESTS: Greg Rappleye, Corporate Counsel; Bob Spaman, Fiscal Services Director; Sherri Sayles, Deputy Clerk; John Scholtz, Parks & Recreation Director; Paul Geerlings, Drain Commissioners; Alan Vanderberg, Administrator; Dave Mazurek, Parks & Recreation; Keith VanBeek, Assistant Administrator

SUBJECT: CONSENT ITEMS

PP 11-012 Motion: To approve the agenda of today as presented and amended adding Discussion Item - Veterans Pension Credits.
Moved by: Swartout UNANIMOUS

Approve by consent the minutes of the February 10, 2011 meeting as presented.

SUBJECT: UPDATE PARK RULES

PP 11-013 Motion: To approve and forward to the Board of Commissioners the revised Park Rules to be adopted as Ordinance No. 11-1.
Moved by: Ruiter UNANIMOUS

SUBJECT: UPDATE TO OPEN SPACE RULES

PP 11-014 Motion: To approve and forward to the Board of Commissioners the revised Open Space Rules to be adopted as Ordinance No. 11-2.
Moved by: Swartout UNANIMOUS

SUBJECT: GRANT APPLICATION – HISTORIC OTTAWA BEACH WATERFRONT WALKWAY

PP 11-015 Motion: To approve and forward to the Board of Commissioners the Resolution authorizing submittal of the Historic Ottawa Beach Waterfront Walkway grant proposal to the Michigan Natural Resources Trust Fund.

Moved by: Holtvluwer

UNANIMOUS

SUBJECT: PURCHASING CARD POLICY

PP 11-016

Motion: To approve and forward to the Finance and Administration Committee the Purchasing Card Policy for review and comment.

Moved by: Swartout

UNANIMOUS

**SUBJECT: RESOLUTION AUTHORIZING PROCEEDINGS
TO ESTABLISH LAKE LEVEL SPECIAL
ASSESSMENT DISTRICTS**

PP 11-017

Motion: To approve and forward to the Board of Commissioners the Resolution to authorize the Ottawa County Drain Commissioner to establish lake level special assessment districts for Kenowa Lake, Rushmore Lake and Sunnyview Lake, all located with Georgetown Charter Township, Ottawa County, Michigan, as provided for in Part 307 of the Natural Resources and Environmental Protection Act, MCL 324.30701 et seq., as amended.

Moved by: Ruiter

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Veterans Pension Credits – Mr. Rycenga asked for this to be added to the agenda because of a letter he received and also this is turning into an expensive deal for the County. The Committee agreed the policy needs to be looked at, the approximate cost for the County and the number of people still eligible. Administration will put information together and present it to the Board at a Work Session.

SUBJECT: ADJOURNMENT

The meeting adjourned at 10:10 a.m.

Action Request



Committee: Planning and Policy Committee

Meeting Date: 4/14/2011

Requesting Department: Parks and Recreation

Submitted By: Bob Spaman

Agenda Item: Including Our Neighbors Grant Agreement (ION)

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the Including Our Neighbors (ION) grant agreement with United Cerebral Palsy of Michigan to fund the Animal Adaptations program at the Ottawa County Parks Nature Education Center with matching funds from the Parks and Recreation budget.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission recommends approval of the Including Our Neighbors (ION) grant agreement with United Cerebral Palsy of Michigan to fund the Animal Adaptations program at the Ottawa County Parks Nature Education Center. The program, to be developed for schools and other groups, will be inclusive of people with developmental disabilities and will use animal skulls and other bones to teach about animal structure, differences/similarities and adaptations. The \$11,490 in grant funding is through United Cerebral Palsy of Michigan and administered through the Michigan Developmental Disabilities Council. The county match of \$4,345 will come from the Parks and Recreation budget and project partners and will consist primarily of in-kind contributions (staff and volunteer hours). The majority of the grant money will be spent on program materials including a number of sets of skulls and bones.

FINANCIAL INFORMATION:

Total Cost: \$15,835.00 | General Fund Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source: \$11,490 from Grant & \$4,345 from the Parks and Recreation Budget

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office, email=avanderberg@ottawacounty.org
Reason: I am approving this document
Date: 2011.04.05 09:29:15 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: April 4, 2011
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Including Our Neighbors Grant Agreement for Nature Center Program

The Ottawa County Parks and Recreation Commission recommends approval of the Including Our Neighbors (ION) grant agreement with United Cerebral Palsy of Michigan to fund the Animal Adaptations program at the Ottawa County Parks Nature Education Center. The program, to be developed for schools and other groups, will be inclusive of people with developmental disabilities and will use animal skulls and other bones to teach about animal structure, differences/similarities and adaptations. The \$11,490 in grant funding is through United Cerebral Palsy of Michigan and administered through the Michigan Developmental Disabilities Council. The county match of \$4,345 will come from the Parks and Recreation budget and project partners and will consist primarily of in-kind contributions (staff and volunteer hours). The majority of the grant money will be spent on program materials including a number of sets of skulls and bones.

Proposed motion:

To approve and authorize the Board Chairperson and Clerk to sign the Including Our Neighbors (ION) grant agreement with United Cerebral Palsy of Michigan to fund the Animal Adaptations program at the Ottawa County Parks Nature Education Center with matching funds from the Parks and Recreation budget.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*



Michigan Disability Rights Coalition



Including Our Neighbors Fund Contract Agreement



Together We Are Stronger

This agreement is made between

Ottawa County Parks & Recreation Commission (subcontractor) 8115 West Olive Rd,
West Olive, MI 49460

and United Cerebral Palsy of Michigan (UCP) with a principle place of business at 4970
Northwind Dr, Suite 102, East Lansing, MI 48823.

This agreement will become effective March 15, 2011 and will end no later than March
14, 2012.

This agreement is a subcontract under the Contract between Michigan Disability Rights
Coalition (MDRC) and the Michigan Department of Community Health (MDCH)
Michigan Developmental Disabilities Council (parent contract). This agreement is
dependent on the continuation and funding of that parent contract.

General Purpose

The purpose of this contract is to implement the Including Our Neighbors program to
assist local communities to plan and implement projects to include their residents with
developmental disabilities.

Activities to be Performed and Outcomes to be Achieved

The subcontractor agrees to perform activities as described in the application workplan.
(Attachment A)

Payment

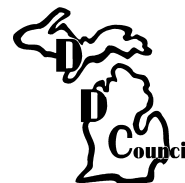
In consideration for the activities to be performed, UCP agrees to pay the subcontractor
\$11,490 according to the terms set out below.

Terms of Payment

The subcontractor shall be paid 50% upon signing this Agreement.



**Including Our Neighbors Fund
Contract Agreement**



Further payments will be issued quarterly for costs incurred when the following conditions are met:

1. The subcontractor must submit an invoice to UCP.
2. The subcontractor must submit required reports to MDRC, as listed in the Including Our Neighbors Grant Reporting Requirements. (Attachment A)
3. MDRC must notify UCP and the subcontractor that required reports have been received within 10 days.

The reports and invoice are due from the subcontractor on the following dates:

- June 15, 2011
- October 1, 2011
- December 15, 2011
- March 15, 2012

The final 10% of the contract amount will be held until completion of all project activities for the contract period including submission of required reports.

UCP shall pay the subcontractor's fee within 15 days after receiving invoices and approval of the report materials submitted. If you have not received payment or notice that your reports were received in a timely manner, contact UCP or MDRC to check on the status.

General Terms and Conditions

The subcontractor shall retain all financial records, supporting documents, statistical records and all other pertinent records for a period of three (3) years after the final payment is made to the subcontractor.

The subcontractor is responsible for insuring that all precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The subcontractor is responsible for compliance with all federal and state laws and municipal ordinances and regulations in any manner affecting the work or performance of this contract and shall at all times carefully observe and comply with all rules, ordinances, and regulations.

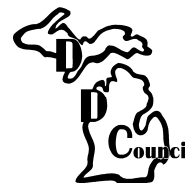
The subcontractor shall indemnify and hold UCP harmless from any loss or liability arising from performing activities under this Agreement.

Terminating the Agreement

Either UCP or the subcontractor may terminate this Agreement, effective immediately upon giving 20 days written notice.



**Including Our Neighbors Fund
Contract Agreement**



Exclusive Agreement

This is the entire Agreement between the subcontractor and UCP.

Applicable Law

This Agreement will be governed by all applicable federal and state laws.

Signatures

UCP:

By: _____
(Signature)

Glenn Ashley, Program Coordinator

Date: _____

SUBCONTRACTOR:

By: _____
(Authorized Signature)

(Typed or Printed Name)

Date: _____

Employer Identification Number: _____

If Agreement Is Faxed:

The subcontractor and UCP agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

Attachments for grant reporting: (electronic versions are in separate files.)

- Aggregate Participant Data Table.
- MDRC Photo Release Form.
- Consumer Satisfaction Survey.

Action Request



Committee: Planning and Policy Committee

Meeting Date: 4/14/2011

Requesting Department: Parks and Recreation

Submitted By: Bob Spaman

Agenda Item: Utility Line Easement

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the Dry Fire Line Utility Easement Agreement with Park Township.

SUMMARY OF REQUEST:

The Ottawa County Parks and Recreation Commission recommends approval of the Utility Line Easement Agreement with Park Township for fire protection purposes at the Historic Ottawa Beach Park properties (Park 12) near Holland State Park. Currently, the West Michigan Park Association (WMPA) cottages in this area lack adequate fire protection services due to the remote nature of many of the structures. The WMPA has been working with Park Township to develop a plan to address this problem and has developed a plan to install a system of dry lines, underground pipes with standpipes, to which the fire department can attach their hoses directly (with water source) and begin fire suppression activities. Most of the piping system will be located on existing road right-of-ways, but there is a need for easements through park parcels in a few locations to make the system function properly.

FINANCIAL INFORMATION:

Total Cost: \$0.00 General Fund Cost: \$0.00 Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office, email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2011.04.25 08:26:22 -0400

Committee/Governing/Advisory Board Approval Date:



MEMORANDUM

Date: April 4, 2011
To: Ottawa County Board of Commissioners
From: John Scholtz, Parks and Recreation Director
RE: Utility Line Easement Agreement with Park Township

The Ottawa County Parks and Recreation Commission recommends approval of the Utility Line Easement Agreement with Park Township for fire protection purposes at the Historic Ottawa Beach Park properties (Park 12) near Holland State Park. Currently, the West Michigan Park Association (WMPA) cottages in this area lack adequate fire protection services due to the remote nature of many of the structures. The WMPA has been working with Park Township to develop a plan to address this problem and has developed a plan to install a system of dry lines, underground pipes with standpipes, to which the fire department can attach their hoses directly (with water source) and begin fire suppression activities. Most of the piping system will be located on existing road right-of-ways, but there is a need for easements through park parcels in a few locations to make the system function properly.

Proposed motion:

To approve and authorize the Board Chair and Clerk to sign the Utility Line Easement Agreement with Park Township through the Historic Ottawa Beach Parks (Park 12) property.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

UTILITY LINE EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this ____ day of April, 2011, by and between **COUNTY OF OTTAWA, a Michigan governmental entity, acting by and through its Ottawa County Parks & Recreation Commission**, whose address is 12220 Fillmore St. West Olive, MI 49460, hereinafter referred to as “**Grantor**,” and **PARK TOWNSHIP, a Michigan governmental township**, whose address 52 - 152nd Avenue, Holland, Michigan 49424, hereinafter referred to as “**Grantee**;”

WITNESSETH:

For and in consideration of the mutual benefit of the Grantor and the Grantee, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, non-exclusive perpetual and permanent easements and rights-of-way, under, through and across a certain piece or parcel of land situated in the **Township of Park, in the County of Ottawa and State of Michigan**, the piece or parcel of land being owned by Grantor in fee simple and described as follows:

Fee Description: PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY. MICHIGAN. AS RECORDED IN LIBER 10 OF PLATS, PAGE 6.

Easement Description:

Easement 1, described on page one of Exhibit A, attached hereto:

A 10.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY. MICHIGAN. AS RECORDED IN LIBER 10 OF PLATS, PAGE 6. PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, A DISTANCE OF 2580.94 FEET TO THE NORTH 1/4 CORNER OF SECTION 33; THENCE SOUTH 03 DEGREES 05 MINUTES 55 SECONDS EAST, A DISTANCE OF 2371.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE OF SAID NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE SOUTH 41 DEGREES 16 MINUTES 17 SECONDS EAST, ALONG THE SOUTHWESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE, A DISTANCE OF 15.19 FEET; THENCE SOUTH 00

DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 102.37 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 08 SECONDS WEST, A DISTANCE OF 113.80 FEET TO THE POINT OF BEGINNING.

Easement 2, described on page two of Exhibit A, attached hereto:

A 5.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, PAGE 6, PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, A DISTANCE OF 2580.94 FEET TO THE NORTH 1/4 CORNER OF SECTION 33; THENCE SOUTH 06 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 2033.23 FEET TO A POINT ON THE SOUTHWESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE OF SAID NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE ALONG THE SOUTHWESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE FOR THE FOLLOWING TWO COURSES; THENCE SOUTH 56 DEGREES 13 MINUTES 09 SECONDS EAST, A DISTANCE OF 173.00 FEET; THENCE SOUTH 41 DEGREES 16 MINUTES 17 SECONDS EAST, A DISTANCE OF 19.38 FEET; THENCE NORTH 56 DEGREES 13 MINUTES 09 SECONDS WEST, A DISTANCE OF 191.73 FEET; THENCE NORTH 33 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

Easement 3, described on page three of Exhibit A, attached hereto:

A 20.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, PAGE 6, PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, A DISTANCE OF 2580.94 FEET TO THE NORTH 1/4 CORNER OF SECTION 33; THENCE SOUTH 37 DEGREES 51 MINUTES 28 SECONDS WEST, A DISTANCE OF 1605.32 FEET TO A POINT ON THE WESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE OF SAID NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE ALONG THE WESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE FOR THE FOLLOWING THREE COURSES; THENCE SOUTH 12 DEGREES 17 MINUTES 09 SECONDS EAST, A DISTANCE OF 74.35 FEET; THENCE SOUTH 11 DEGREES 39 MINUTES 09 SECONDS EAST, A DISTANCE OF 121.98 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 51.44 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 51 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 52.53 FEET; THENCE NORTH 11 DEGREES 39 MINUTES 09 SECONDS WEST, A DISTANCE OF 122.95 FEET; THENCE NORTH 12 DEGREES 17 MINUTES 09 SECONDS WEST, A DISTANCE OF 74.23 FEET; THENCE NORTH 77 DEGREES 42 MINUTES 51 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

These Easements are exempt from county and state transfer tax by reason of MCL 207.526, Section 6(a); and MCL 207.505, Section 5(a).

The easements and rights-of-way granted herein shall be for the purpose of the construction and installation of utility lines, including dry fire line or lines, sewer line or lines, water line or lines, storm sewer lines, drains and drain tiles, and their appurtenant valves, hydrants, stations and accessories, under, through and across the above-described Easement Description for the purpose of constructing, operation, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the utility lines, dry fire lines, sewer lines, water lines and storm sewer lines, and their appurtenant valves, hydrants, stations and accessories, which shall run under, through and across the above-described Easement Description, all hereinafter collectively referred to as “Utility Lines.”

The easements and rights-of-way granted herein shall include the right to enter upon sufficient land of Grantor adjacent to the Easement Description (“**Adjacent Land**”) as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of said Utility Lines together with the right to install intersecting Utility Lines therein. In exercising its rights to enter Adjacent Land, Grantee shall conduct its activities in a manner that will minimize its presence on the Adjacent Land. Each time it enters the Adjacent Land, Grantee shall, at its sole expense, restore it to the condition it was in immediately prior to entry.

Term: The easements and rights-of-way under, through and across the above-described Easement Description, for the use and benefit of Grantee, their successors and assigns, shall be perpetual.

Authority: Grantor warrants that it has the right and authority to grant these easements as above-described and own the lands covered by the Easement Description.

Restoration: The easements and rights-of-way shall include, but not be limited to, Grantee’s right to enter upon the Easement Description at such times as may be reasonably necessary to construct, maintain, repair, replace, reinstall and inspect its Utility Lines and/or across, through and under the above-described Easement Description, together with the right to excavate to access and locate the Utility Lines. Grantee shall have the further right to remove trees, brush, undergrowth and other obstructions situated upon the above-described Easement Description interfering with the location, construction, maintenance or repair of said Utility Lines. As a consideration for the Grantee to have the right to construct and install the Utility Lines, Grantee shall be obligated, at its sole expense (i) to fill and grade to ground level the trench or ditch occupied by the Utility Lines and (ii) to restore the drives, sidewalks, parking areas, shrubs or grass to their former condition, insofar as is reasonably possible. Grantee does further covenant and agree that in the event it shall become necessary, at any time, to enter upon the above-described Easement Description for the purpose of maintenance, repair, replacement, construction or reinstallation of the Utility Lines, Grantee shall, at its sole expense, return said piece or parcel of land to a similar condition as before such maintenance or repair upon the completion of the same, insofar as is reasonably possible.

The removal or demolition of any existing buildings, structures or fences which shall be required for the reasonable exercise of the foregoing powers shall be removed or demolished at the expense of the Grantee.

Indemnification: Grantee agrees to fully defend, indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries and death suffered by persons in any manner caused by or growing out of or in any way connected with the construction, installation, repair, maintenance or presence of the Utility Lines, under and across the piece or parcel of land of Grantor or the presence of Grantee or their employees, guests, invitees, contractors and agents upon the Easement Description or Adjacent Land. Grantor agrees that it will not construct a building, structure or other permanent improvement on the Easement Description without first obtaining the written consent of the Grantee, which consent will not be unreasonably withheld, delayed or conditioned; provided no such building, structure or other improvement shall at any time interfere in any manner with the functioning and condition of such Utility Lines; and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be either of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

The Grantor has caused these presents to be signed the day and year first above written.

COUNTY OF OTTAWA, a Michigan governmental entity, acting by and through its Ottawa County Parks & Recreation Commission

By: _____
Sign here: _____
Type here: _____
Its: _____

By: _____
Sign here: _____
Type here: _____
Its: _____

Address: 12220 Fillmore St.
West Olive, MI 49460

STATE OF MICHIGAN)

ss.

COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this _____ day of _____, 2011, by _____ and _____, the _____ and _____ of **COUNTY OF OTTAWA, a Michigan governmental entity, acting by and through its Ottawa County Parks & Recreation Commission**, on behalf of the County.

Prepared by, and after recording, return to:

Bradley J. Fisher, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Sign here: _____
Type here: _____

Notary Public
_____ County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: _____

EXHIBIT "A"

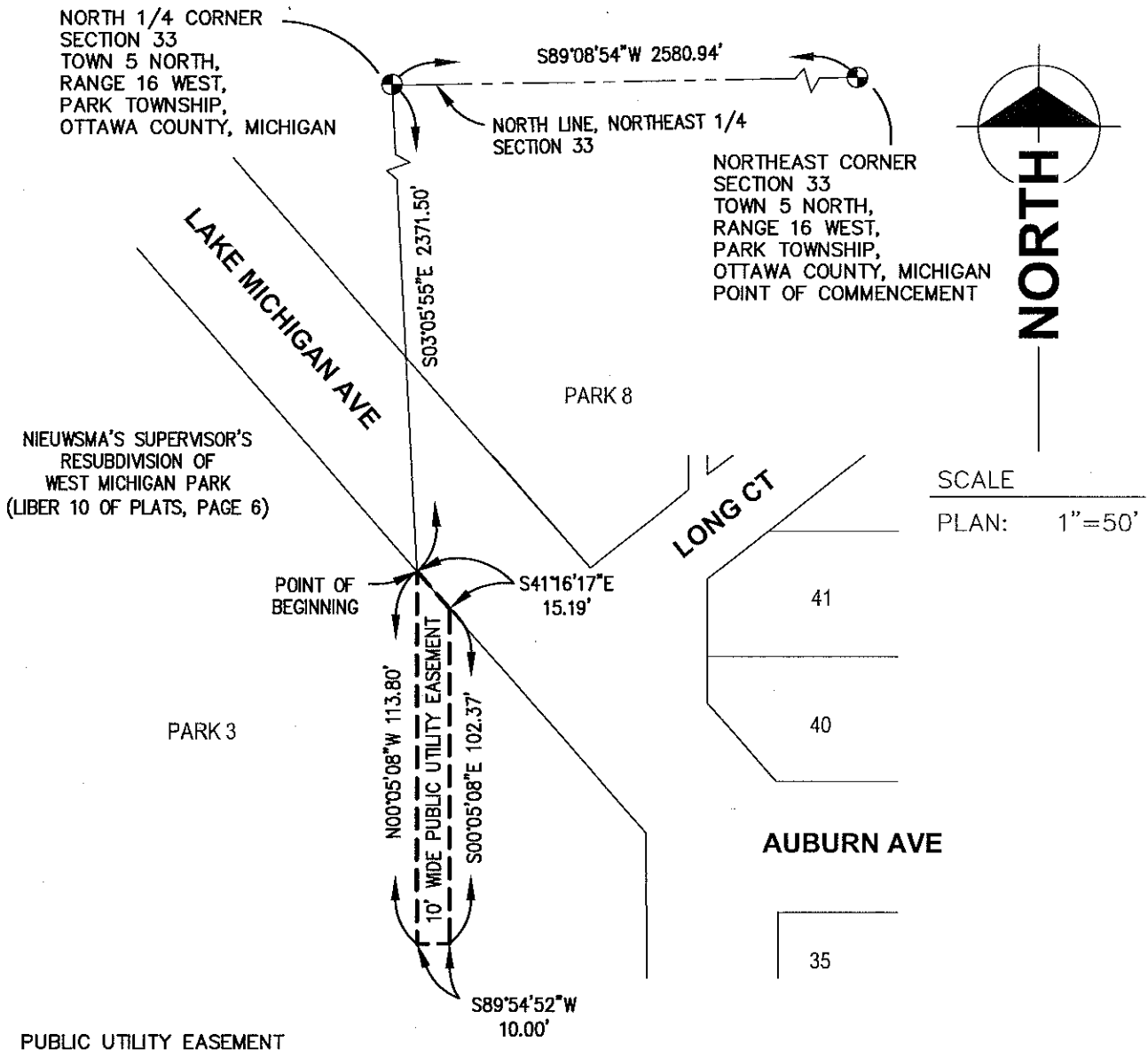
SHEET 1 OF 3

HEI PROJECT NUMBER	10-10-016
DATE	03/17/2011
DRAWN BY:	MARK BROOKHOUSE
PROJECT MANAGER:	RYAN T. YSSELDYKE

HOLLAND
ENGINEERING

ENGINEERING | SURVEYING | PIPELINE SERVICES

220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116



PUBLIC UTILITY EASEMENT

A 10.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, PAGE 6, PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

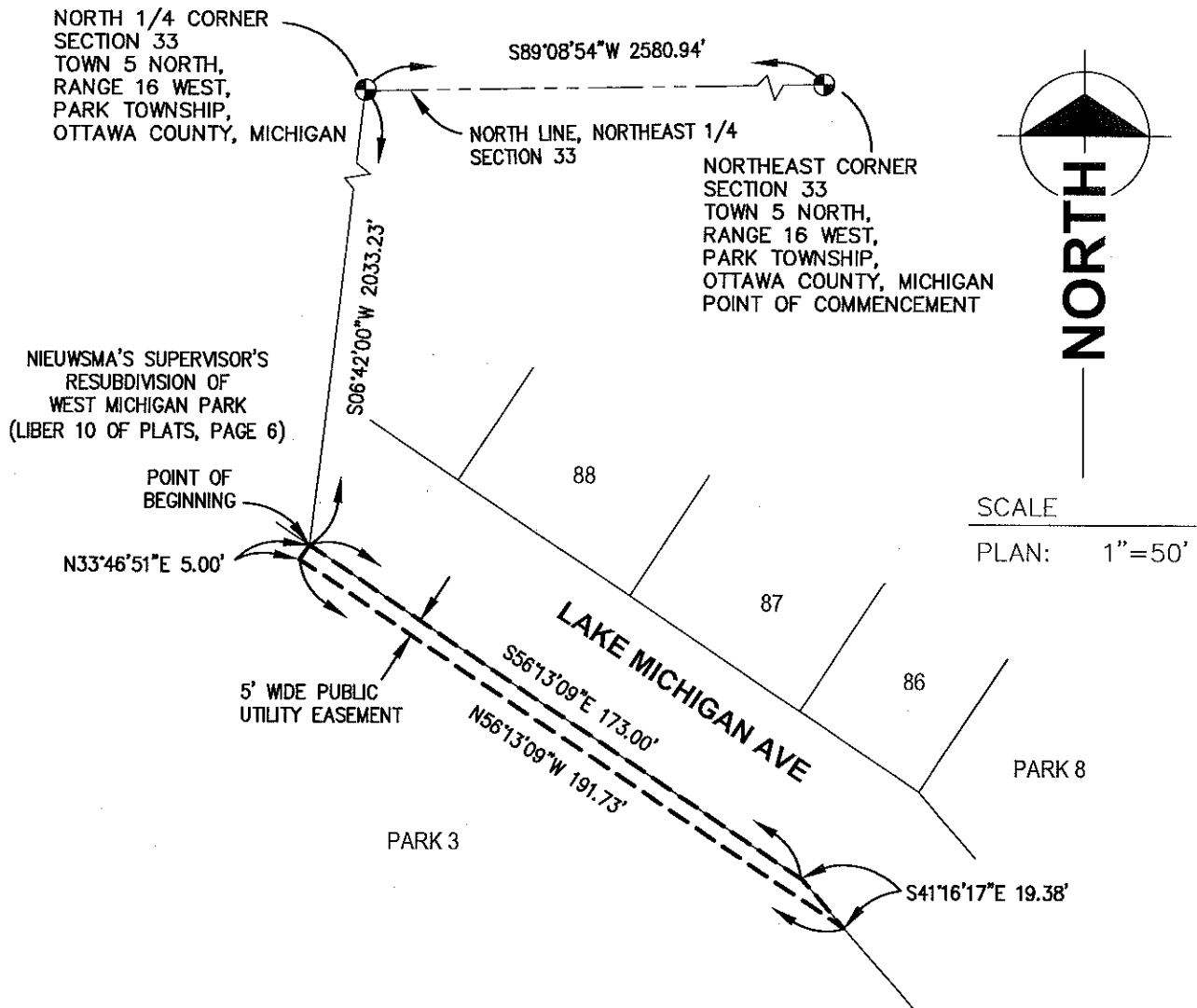
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, A DISTANCE OF 2580.94 FEET TO THE NORTH 1/4 CORNER OF SECTION 33; THENCE SOUTH 03 DEGREES 05 MINUTES 55 SECONDS EAST, A DISTANCE OF 2371.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE MICHIGAN AVENUE OF SAID NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE SOUTH 41 DEGREES 16 MINUTES 17 SECONDS EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE MICHIGAN AVENUE, A DISTANCE OF 15.19 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 102.37 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 08 SECONDS WEST, A DISTANCE OF 113.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

SHEET 2 OF 3

HEI PROJECT NUMBER	10-10-016
DATE:	03/17/2011
DRAWN BY:	MARK BROOKHOUSE
PROJECT MANAGER:	RYAN T. YSSELDYKE

HOLLAND
ENGINEERING
ENGINEERING | SURVEYING | PIPELINE SERVICES
220 Hoover Boulevard, Suite 2
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PUBLIC UTILITY EASEMENT

A 5.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, PAGE 6, PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, A DISTANCE OF 2580.94 FEET TO THE NORTH 1/4 CORNER OF SECTION 33; THENCE SOUTH 06 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 2033.23 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE MICHIGAN AVENUE OF SAID NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE MICHIGAN AVENUE FOR THE FOLLOWING TWO COURSES; THENCE SOUTH 56 DEGREES 13 MINUTES 09 SECONDS EAST, A DISTANCE OF 173.00 FEET; THENCE SOUTH 41 DEGREES 16 MINUTES 17 SECONDS EAST, A DISTANCE OF 19.38 FEET; THENCE NORTH 56 DEGREES 13 MINUTES 09 SECONDS WEST, A DISTANCE OF 191.73 FEET; THENCE NORTH 33 DEGREES 46 MINUTES 51 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

SHEET 3 OF 3

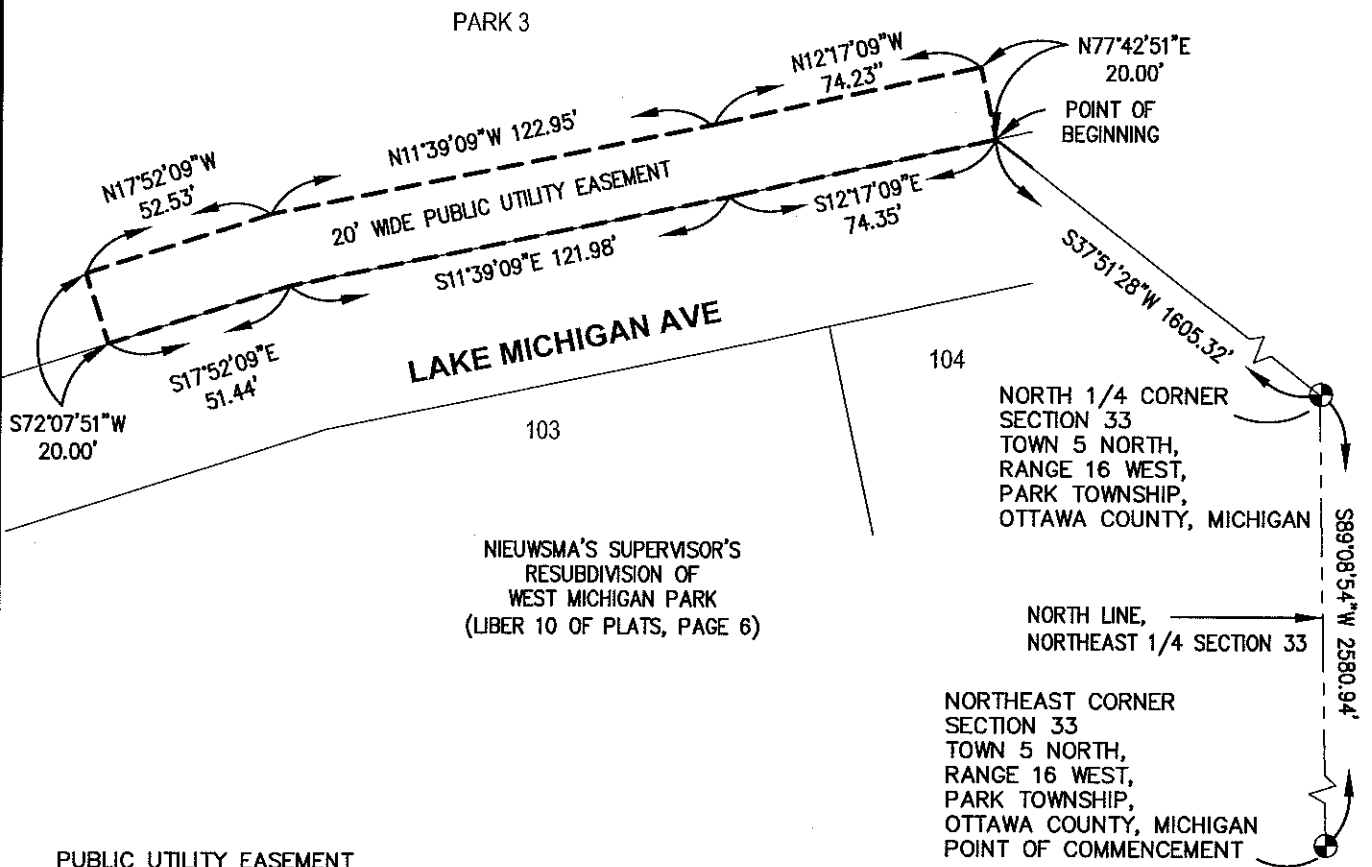
HEI PROJECT NUMBER	10-10-016
DATE:	03/17/2011
DRAWN BY:	MARK BROOKHOUSE
PROJECT MANAGER:	RYAN T. YSSELDYKE

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SCALE
PLAN: 1"=50'



PUBLIC UTILITY EASEMENT

A 20.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, PAGE 6, PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, A DISTANCE OF 2580.94 FEET TO THE NORTH 1/4 CORNER OF SECTION 33; THENCE SOUTH 37 DEGREES 51 MINUTES 28 SECONDS WEST, A DISTANCE OF 1605.32 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LAKE MICHIGAN AVENUE OF SAID NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LAKE MICHIGAN AVENUE FOR THE FOLLOWING THREE COURSES; THENCE SOUTH 12 DEGREES 17 MINUTES 09 SECONDS EAST, A DISTANCE OF 74.35 FEET; THENCE SOUTH 11 DEGREES 39 MINUTES 09 SECONDS EAST, A DISTANCE OF 121.98 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 51.44 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 51 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 09 SECONDS WEST, A DISTANCE OF 52.53 FEET; THENCE NORTH 11 DEGREES 39 MINUTES 09 SECONDS WEST, A DISTANCE OF 122.95 FEET; THENCE NORTH 12 DEGREES 17 MINUTES 09 SECONDS WEST, A DISTANCE OF 74.23 FEET; THENCE NORTH 77 DEGREES 42 MINUTES 51 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

STATEMENT AND WAIVER OF JUST COMPENSATION

TO: COUNTY OF OTTAWA

Parcel No. 70-15-33-330-006

Park Township SAD 78, Dry Fire Line

Street Address: PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK

[“Interested Person(s)”]

THIS WAIVER OF JUST COMPENSATION is based upon the fair market value of the interest in real property, hereinafter described, obtained by **PARK TOWNSHIP** for the **SAD 78, Dry Fire Line Project** (the “Project”). This Statement is not less than the appraised value of the interest in said property acquired, and this Statement disregards any decrease or increase of the fair market value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the offer of just compensation is made, as follows:

Real Property:

PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY. MICHIGAN. AS RECORDED IN LIBER 10 OF PLATS, PAGE 6.

Interest Obtained: Utility Line Easements

Description of Easements Obtained:

Easement 1

A 10.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY. MICHIGAN. AS RECORDED IN LIBER 10 OF PLATS, PAGE 6. PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 89 DEGREES 08 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, A DISTANCE OF 2580.94 FEET TO THE NORTH 1/4 CORNER OF SECTION 33; THENCE SOUTH 03 DEGREES 05 MINUTES 55 SECONDS EAST, A DISTANCE OF 2371.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE OF SAID NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE SOUTH 41 DEGREES 16 MINUTES 17 SECONDS EAST, ALONG THE SOUTHWESTERLY RIGHTS-OF-WAY LINE OF LAKE MICHIGAN AVENUE, A DISTANCE OF 15.19 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 102.37 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 08 SECONDS WEST, A DISTANCE OF 113.80 FEET TO THE POINT OF BEGINNING.

Easement 2

A 5.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, PAGE 6, PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Easement 3

A 20.00 FOOT WIDE EASEMENT BEING PART OF PARK 3, NIEUWSMA'S SUPERVISOR'S RESUBDIVISION OF WEST MICHIGAN PARK, BEING PART OF SECTION 33, TOWN 5 NORTH, RANGE 16 WEST, PARK TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 10 OF PLATS, PAGE 6, PUBLIC RECORDS OF OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Interested Person(s): Ottawa County

Apportionment of Just Compensation: One hundred (100%) percent to Interested Persons.

Appraised Fair Market Value: For the mutual benefit of the Interested Person(s) and Park Township, including without limitation the improvements to health, safety and welfare created by the installation of the utility lines.

**COUNTY OF OTTAWA, a Michigan governmental
entity, acting by and through its Ottawa County Parks
& Recreation Commission**

By: _____
Sign here: _____
Type here: _____
Its: _____

By: _____
Sign here: _____
Type here: _____
Its: _____

Address: 12220 Fillmore St.
West Olive, MI 49460

**PARK TOWNSHIP
a Michigan governmental township**

By: _____
Its: _____

ACKNOWLEDGMENT AND WAIVER

THE UNDERSIGNED acknowledges receipt of the foregoing Statement and Waiver of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, as amended, and agrees to grant the interest requested on the terms proposed, even if a donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Easement and/or instruments of conveyance of our interest in such property is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the conveyance of the interest being requested by the party receiving the Easement or conveyance.

Dated this ____ day of _____, 2011.

COUNTY OF OTTAWA, a Michigan governmental entity, acting by and through its Ottawa County Parks & Recreation Commission

By: _____
Sign here: _____
Type here: _____
Its: _____

By: _____
Sign here: _____
Type here: _____
Its: _____

Address: 12220 Fillmore St.
West Olive, MI 49460