

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Tuesday, May 18, 2021
8:30 AM

Public Comment:

Consent Items:

1. Approval of the Agenda
2. Approval of the minutes from the [April 20, 2021](#) Planning and Policy Committee meeting.

Action Items:

1. [Grand River Greenway Idema Explorers Trail Reynold Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Reynolds easement as required for construction of the Grand River Greenway Idema Explorers Trail.
2. [Grand River Greenway Idema Explorers Trail Novakoski Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Novakoski easement as required for construction of the Grand River Greenway Idema Explorers Trail.
3. [Grand River Greenway Idema Explorers Trail Deering Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Deering easement as required for construction of the Grand River Greenway Idema Explorers Trail.
4. [Grand River Greenway Idema Explorers Trail Pelton Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Pelton easement as required for construction of the Grand River Greenway Idema Explorers Trail.
5. [Grand River Greenway Idema Explorers Trail Willson Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Willson easement as required for construction of the Grand River Greenway Idema Explorers Trail.
6. [Grand River Greenway Idema Explorers Trail Root Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Root easement as required for construction of the Grand River Greenway Idema Explorers Trail.

7. [Grand River Greenway Idema Explorers Trail Knoper Easements](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Knoper easements as required for construction of the Grand River Greenway Idema Explorers Trail.
8. [Grand River Greenway Idema Explorers Trail Ryan Glueck Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Ryan Glueck easement as required for construction of the Grand River Greenway Idema Explorers Trail.
9. [Grand River Greenway Idema Explorers Trail Robert and Carol Glueck Easements](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Robert and Carol Glueck easements as required for construction of the Grand River Greenway Idema Explorers Trail.
10. [Grand River Greenway Idema Explorers Trail Hoving Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Hoving easement as required for construction of the Grand River Greenway Idema Explorers Trail.
11. [Grand River Greenway Trail Walcott Real Estate Purchase](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the purchase of real estate with H. Walcott Family Farms, LLC. for the purchase of 48 acres in Allendale Township at a price of \$280,000.00 as part of the Grand River Greenway.
12. [Renew Lease with the City of Holland for Tunnel Park](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the Lease Agreement with the City of Holland to provide for the Park Commission's management of property adjacent to Tunnel Park for a 20-year period at a cost of \$500.

Discussion Items:

- I. Legislative Issues
 - a. Current Legislative Priorities

Adjournment

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

PLANNING AND POLICY COMMITTEE

Proposed Minutes

DATE: April 20, 2021

TIME: 8:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Philip Kuyers (by zoom), Allen Dannenberg, Francisco Garcia, Matthew Fenske, Gregory DeJong

STAFF & GUESTS: Alan Vanderberg, Administrator; John Shay, Deputy County Administrator; Douglas Van Essen, Corporate Counsel; Karen Karasinski (by zoom), Fiscal Services Director; Sherri Sayles (by zoom), Chief Deputy Clerk; Kyle Terpstra (by zoom), Commissioner; Media

SUBJECT: CONSENT ITEMS

PP 21-022 Motion: To approve the agenda of today as presented and to approve the minutes from the March 16, 2021 Planning and Policy Committee meeting as presented.
Moved by: Matthew Fenske UNANIMOUS

SUBJECT: REQUEST FOR PUBLIC HEALTH DEPARTMENT TO PRESENT REPORT TO BOARD OF COMMISSIONERS

PP 21-023 Motion: In light of the current surge in COVID-19 cases and pursuant to MCL 46.11(k), I move that our County Department of Public Health present a report to the Commission on:

1. A list of all cease and desist letters issued by the Department to businesses in Ottawa County to enforce county or state public health or safety orders related to COVID-19 pandemic;
2. Efforts to follow-up on enforcing the cease and desist letters;
3. A summary of the County's current COVID-19 safety plan for County buildings;
4. Efforts to determine compliance with the County's COVID-19 safety plan at County buildings; and
5. Actions to enforce compliance with the COVID-19 safety plan.

Moved by: Gregory DeJong

MOTION FAILED

Roll call: Nays: Philip Kuyers, Allen Dannenberg, Francisco Garcia, Matthew Fenske, Gregory DeJong. (5)

SUBJECT: RELEASE OF LEGAL OPINION

PP 21-024

Motion: To approve and forward to the Board of Commissioners the release of County Corporation Counsel Douglas Van Essen's legal opinion title The Fiduciary Duties dated February 28, 2020.

Moved by: Gregory DeJong

MOTION FAILED

Roll call: Nays: Philip Kuyers, Allen Dannenberg, Francisco Garcia; Matthew Fenske, Gregory DeJong. (5)

SUBJECT: DISCUSSION ITEMS

1. Legislative Issues
 - a. Current Legislative Priorities – John Shay presented the Current Legislative Priorities. Not much has changed since last month. Briefly discussed the Provisions in the American Jobs Plan.
2. Administration stated the CDC is starting to put out guidelines on fully vaccinated people. The COVID Preparedness & Response Plan is always being updated.

SUBJECT: ADJOURNMENT

The meeting adjourned at 9:17 a.m.

Action Request

Electronic Submission – Contract # 1213



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: CARMEN AND JEFFERY REYNOLDS

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY IDEMA EXPLORERS TRAIL REYNOLD EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Reynolds easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and/or to save existing large trees along the road right-of-way.

Parcel No. 70-08-06-200-088

Financial Information:

Total Cost: \$0.00

General Fund Cost: \$0.00

Included in Budget:

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-08-06-200-088
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 27th day of April, 2021, by and between **CARMEN A. REYNOLDS, also known as Carmen Reynolds, and formerly known as Carmen A. Holmes, and JEFFERY C. REYNOLDS, also known as Jeffery Reynolds and Jeffrey C. Reynolds, wife and husband**, of 13773 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"**

BACKGROUND:

For and in consideration of the mutual benefit of the Grantor and the County, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: That part of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of Section 6, Town 7 North, Range 15 West, lying North of the center of River Road (now Green Street), except the West 180.00 feet. Also that part of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of Section 6, Town 7 North, Range 15 West, described as beginning at a point on the North line of said Section 6, which is South 85 degrees 54 minutes 20 seconds East 150.00 feet from the Northwest corner of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 6; thence South 85 degrees 54 minutes 20 seconds East along the North line of said Section, 30.00 feet; thence South 04 degrees 00 minutes East 96.70 feet; thence North 20 degrees 42 minutes 10 seconds West 105.37 feet to the point of beginning. Excepting that part of the Northeast fractional one-quarter (NE frl. 1/4) of the Northeast fractional one-quarter (NE frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as beginning at a point which is South 85 degrees 54 minutes 20 seconds East 150.00 feet and South 20 degrees 42 minutes 10 seconds East 105.37 feet from the Northwest corner of the Northeast one-quarter (NE 1/4) of said Section 6; thence South 20 degrees 42 minutes 10 seconds East 96.13 feet to the Northwesterly right-of-way line

of Green Street; thence South 58 degrees 44 minutes 20 seconds West along said right-of-way line 30.36 feet; thence North 04 degrees 00 minutes West 105.98 feet to the point of beginning.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The Southerly 15.00 feet of the Easterly 125.00 feet of the above-described Fee Description, adjoining the Northerly line of Green Street as located, measured along the Northerly line of Green Street right-of-way, and as shown on the attached Easement Sketch.

This Easement is exempt from transfer tax by reason of MCL 207.526(a); and MCL 207.505(a).

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 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.

Sign here: Carmen A. Reynolds
Type here: Carmen A. Reynolds

Sign here: Jeffery C Reynolds
Type here: Jeffery C. Reynolds

Address: 13773 Green Street
Grand Haven MI 49417

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

On this 27th day of April, 2021, before me in Ottawa County, Michigan, personally appeared **CARMEN A. REYNOLDS and husband, JEFFERY C. REYNOLDS**, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Prepared by, and after recording,
return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Mary L. Bohn
Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 02-23-2023
MARY L BOHN

NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA

My Commission Expires February 23, 2023

Grand River Greenway Idema Explorers Trail Easement

Parcel No. 70-08-06-200-088
Carmen and Jeffery Reynolds

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1214



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: MICHAEL AND ELIZABETH NOVAKOSKI

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL NOVAKOSKI EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Novakoski easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-04-31-400-002

Financial Information:

Total Cost: \$0.00

General Fund Cost: \$0.00

Included in Budget:

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-04-31-400-002
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 4TH day of May, 2021, by and between MICHAEL D. NOVAKOSKI and ELIZABETH A. NOVAKOSKI, as TRUSTEES OF THE MICHAEL D. NOVAKOSKI FAMILY TRUST dated November 24, 2014, as amended, sometimes referred to as the Michael Novakoski Family Trust, of 15074 Mercury Drive, Grand Haven, Michigan 49417, hereinafter "Grantor," and the COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

BACKGROUND:

For and in consideration of One and no/100 (\$1.00) Dollar (a donation), the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: The East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, excepting therefrom that parcel of land described as beginning at the Southwest corner of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, and running thence East 654.00 feet; thence North 333.00 feet; thence West 654.00 feet; thence South 333.00 feet to the place of beginning; and except a parcel described as beginning 654.00 feet East of the Southwest corner of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, running East 200.00 feet; thence North 333.00 feet; thence West 200.00 feet; thence South 333.00 feet; and also excepting the East five (5) rods of the South 32 rods of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, and the West five (5) rods of the South 32 rods of the Southwest one-quarter (SW 1/4) of Section 32, Town 8 North, Range 15 West.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The North 15.00 feet of the South 48.00 feet of the above-described Fee Description, the South 33.00 feet thereof being used for Green Street, a public street, as shown on the attached Easement Sketch.

This Easement is exempt from transfer tax by reason of MCL 207.526(a); and MCL 207.505(a).

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

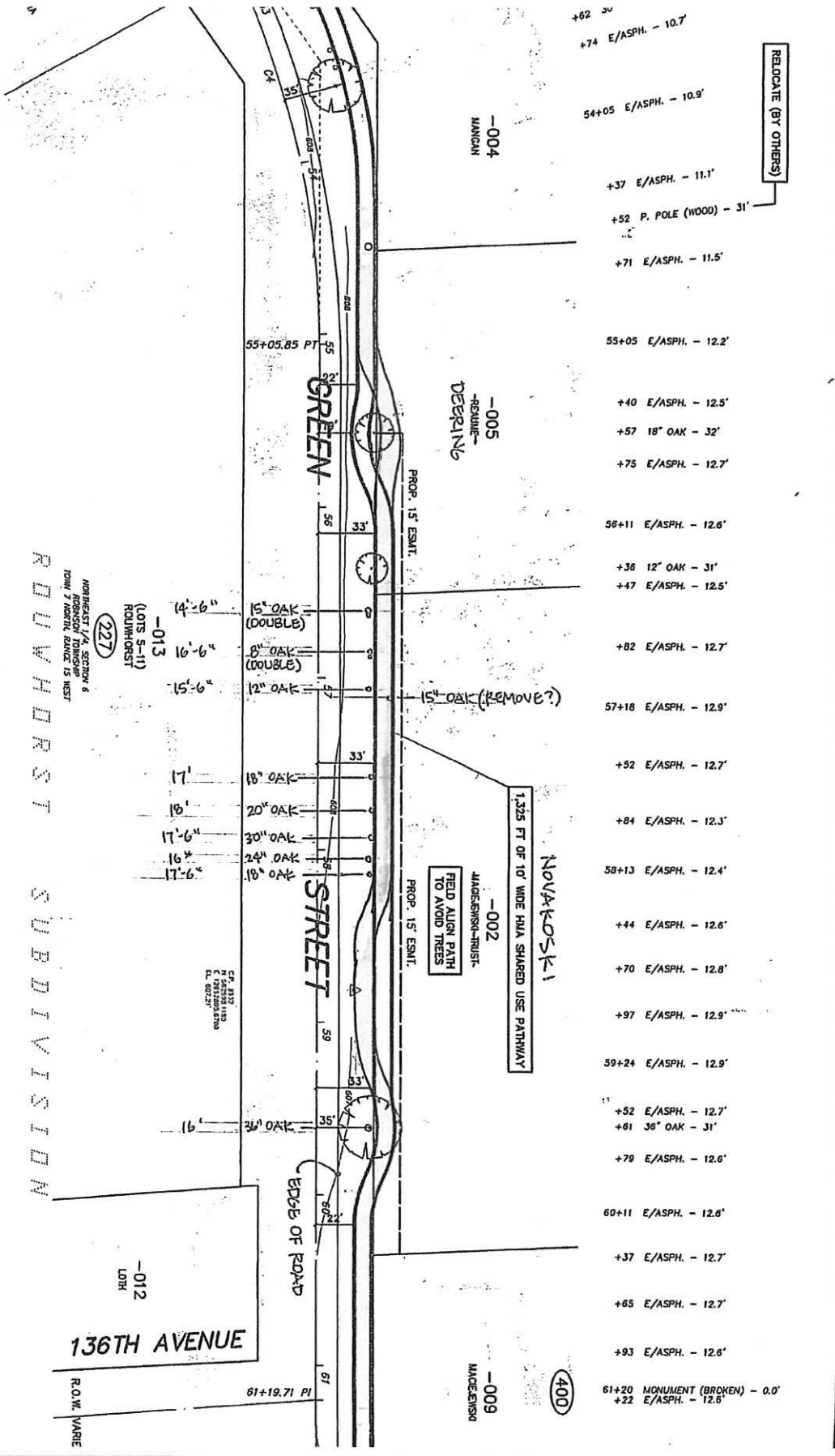
TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. Provided, it is the intent of the Grantor to preserve the 36-inch oak tree, South of the Bicycle Path and Walkway at the Southerly edge of the yard adjoining Green Street. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the



NORTHWEST 1/4 SECTION 6
 ROBINSON TOWNSHIP
 TOWNSHIP RANGE 15 WEST
 (227)
 ROUWHORST SUBDIVISION

136TH AVENUE
 R.O.W. VARIÉ

-013
 (LOTS S-11)
 ROUWHORST

-012
 LDMH

-004
 MANCAN

-005
 REARUM
 DEGRING

-002
 MAGESENSKI-TRUST

-009
 MAGESENSKI

(400)

- +62³⁰ E/ASPH. - 10.7'
- +74 E/ASPH. - 10.7'
- 54+05 E/ASPH. - 10.9'
- +37 E/ASPH. - 11.1'
- +52 P. POLE (WOOD) - 31'
- +71 E/ASPH. - 11.5'
- 55+05 E/ASPH. - 12.2'
- +40 E/ASPH. - 12.5'
- +57 18" OAK - 32'
- +75 E/ASPH. - 12.7'
- 56+11 E/ASPH. - 12.6'
- +36 12" OAK - 31'
- +47 E/ASPH. - 12.5'
- +82 E/ASPH. - 12.7'
- 57+18 E/ASPH. - 12.9'
- +52 E/ASPH. - 12.7'
- +84 E/ASPH. - 12.3'
- 58+13 E/ASPH. - 12.4'
- +44 E/ASPH. - 12.6'
- +70 E/ASPH. - 12.8'
- +97 E/ASPH. - 12.9'
- 59+24 E/ASPH. - 12.9'
- +52 E/ASPH. - 12.7'
- +61 36" OAK - 31'
- +79 E/ASPH. - 12.6'
- 60+11 E/ASPH. - 12.6'
- +37 E/ASPH. - 12.7'
- +65 E/ASPH. - 12.7'
- +93 E/ASPH. - 12.6'
- 61+20 MONUMENT (BROKEN) - 0.0'
- +22 E/ASPH. - 12.6'

RELOCATE (BY OTHERS)

1325 FT OF 10' WIDE HMA SHARED USE PATHWAY

FIELD ALIGN PATH TO AVOID TREES

PROP. 15' ESMIT.

PROP. 15' ESMIT.

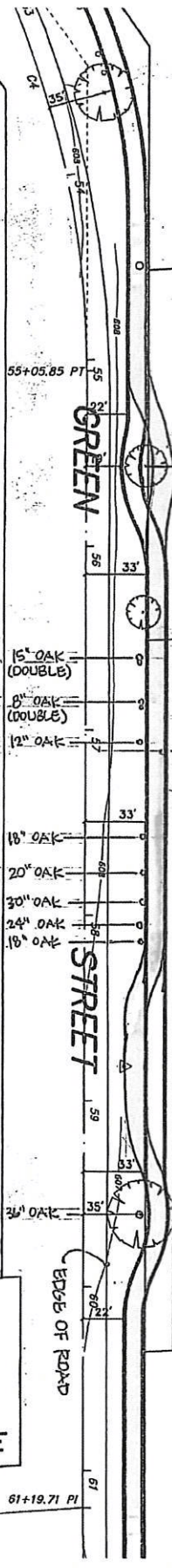
PROP. 15' ESMIT.

GREEN

STREET

NOVAKOSKI

EDGE OF ROAD



C.F. 1312 LAND
 C. 1312
 E. 1312
 CL. 60220

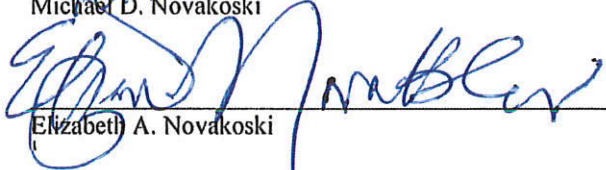
DONATION OF EASEMENT AND WAIVER OF CONSIDERATION
Tax Parcel No. 70-04-31-400-002

THE UNDERSIGNED have received a Statement of Just Compensation representing an Offer of Consideration from the COUNTY OF OTTAWA, acting by and through its Parks & Recreation Commission, for our granting of a BICYCLE PATH AND WALKWAY EASEMENT for the Green Street - Stearns Connector Project between 144th Avenue and 128th Avenue in Robinson Township and have, of our own volition, elected to make a Gift of such Easement to the County of Ottawa, waiving the consideration called for in such Statement of Just Compensation.

Dated this 4th day of May, 2021.



Michael D. Novakoski



Elizabeth A. Novakoski

- as Trustees of the Michael D. Novakoski Family Trust dated No
November 24, 2014, as amended, sometimes referred to as the Michael
Novakoski Family Trust -

Owner -

RECEIPT OF GIFT OF EASEMENT

THE UNDERSIGNED, the COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission, hereby acknowledges the receipt of a gift of a real estate interest made this ____ day of _____, 2021, by Michael D. Novakoski and Elizabeth A. Novakoski, as Trustees of the Michael D. Novakoski Family Trust dated November 24, 2014, as amended, sometimes referred to as the Michael Novakoski Family Trust, of 15074 Mercury Drive, Grand Haven, Michigan, ("Owner"), for lands and premises situated in the Township of Robinson, County of Ottawa and State of Michigan, described as follows:

A public non-motorized Trailway for a Bicycle Path and Walkway Easement ("Easement") described as follows: The South 15.00 feet of the following-described parcel, adjacent to the North line of Green Street, a public street: The East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, excepting therefrom that parcel of land described as beginning at the Southwest corner of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, and running thence East 654.00 feet; thence North 333.00 feet; thence West 654.00 feet; thence South 333.00 feet to the place of beginning; and except a parcel described as beginning 654.00 feet East of the Southwest corner of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, running East 200.00 feet; thence North 333.00 feet; thence West 200.00 feet; thence South 333.00 feet; and also excepting the East five (5) rods of the South 32 rods of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, and the West five (5) rods of the South 32 rods of the Southwest one-quarter (SW 1/4) of Section 32, Town 8 North, Range 15 West.

This Gift is received according to the terms of a Bicycle Path and Walkway Easement granted by the Owner to the County of Ottawa dated _____, 2021. The undersigned Owner has contributed the consideration of Nine Hundred Eighteen and 39/100 (\$918.39) Dollars deemed to be Just Compensation for such grant of Bicycle Path and Walkway Easement, the Owner having waived receipt of such sum and voluntarily contributed the Easement to the County of Ottawa, without payment for the Easement.

Dated this 4th day of May, 2021.

COUNTY OF OTTAWA
a body corporate

By:



Jason D. Shamblin

Its: Director, Parks & Recreation Commission

CERTIFICATE OF TRUST

MICHAEL D. NOVAKOSKI and ELIZABETH A. NOVAKOSKI, being first duly sworn, depose and say as follows:

1. We are the Grantors and current Trustees of the **Michael D. Novakoski Family Trust** established under written Trust Agreement dated November 24, 2014, as amended on November 13, 2020 (the "Trust").

2. Our mailing address is 15074 Mercury Drive, Grand Haven, Michigan 49417.

3. The real property affected by this Certificate is located in the **Township of Robinson, County of Ottawa and State of Michigan**, and described specifically as follows:

The East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, excepting therefrom that parcel of land described as beginning at the Southwest corner of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, and running thence East 654.00 feet; thence North 333.00 feet; thence West 654.00 feet; thence South 333.00 feet to the place of beginning; and except a parcel described as beginning 654.00 feet East of the Southwest corner of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, running East 200.00 feet; thence North 333.00 feet; thence West 200.00 feet; thence South 333.00 feet; and also excepting the East five (5) rods of the South 32 rods of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, and the West five (5) rods of the South 32 rods of the Southwest one-quarter (SW 1/4) of Section 32, Town 8 North, Range 15 West.

(Tax Parcel No. 70-04-31-400-002, commonly known as 0 Green Street, Grand Haven, Michigan.)

4. We certify that we have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. We certify that the Trust referred to above remains in full force and effect, and has not been revoked, modified, or amended in any manner that would cause the representations included in this Certificate to be incorrect.

Grand River Greenway Trail
Michael and Elizabeth Novakoski
Parcel No. 70-04-31-400-002

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1215



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: MARK AND AMY DEERING

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL DEERING EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Deering easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-04-31-400-005

Financial Information:

Total Cost: \$2,000.00

General Fund Cost: \$2,000.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-04-31-400-005
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 3rd day of May, 2021, by and between **MARK DEERING and wife, AMY DEERING, formerly known as Amy Denslow, but as to an undivided one-half (1/2) interest each**, of 11877 Red Squirrel Lane, West Olive, Michigan 49460, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

BACKGROUND:

For and in consideration of Two Thousand and no/100 (\$2,000.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Part of the East one-half (E 1/2) of the Southeast one-quarter (SE 1/4) of Section 31, Town 8 North, Range 15 West, commencing 654.00 feet East of the Southwest corner; thence East 200.00 feet; thence North 333.00 feet; thence West 200.00 feet; thence South 333.00 feet to the point of beginning.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The North 15.00 feet of the South 48.00 feet of the East 150.00 feet of the above-described Fee Description, the South 33.00 feet thereof being used for Green Street, a public street, as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. Provided it is the intent of the Grantor to preserve the tree, South of the Bicycle Path and Walkway at the curve thereof, if possible, at all times. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.

ELOCATE (BY OTHERS)

54+05 E/ASPH. - 10.9'

+37 E/ASPH. - 11.1'

+52 P. POLE (WOOD) - 31'

+71 E/ASPH. - 11.5'

55+05 E/ASPH. - 12.2'

+40 E/ASPH. - 12.5'

+57 18" OAK - 32'

+75 E/ASPH. - 12.7'

56+11 E/ASPH. - 12.6'

+36 12" OAK - 31'

+47 E/ASPH. - 12.5'

+82 E/ASPH. - 12.7'

57+18 E/ASPH. - 12.9'

+52 E/ASPH. - 12.7'

-004
MANGAN

DEERING
-005

±150'

PROP. 15' ESMT.

15'

33'

33'

608

56

57

608

54

55

22'

GREEN

55+05.85 PT

C4

-013
(LOTS 5-11)
ROUWHORST

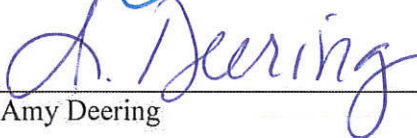
(227)

NORTHEAST 1/4, SECTION 6
ROBINSON TOWNSHIP
TOWN 7 NORTH, RANGE 15 WEST

ROUWHORST

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

Sign here: 
Type here: Mark Deering

Sign here: 
Type here: Amy Deering


Address: 11877 Red Squirrel Lane
West Olive MI 49460

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

On this 3rd day of May, 2021, before me in Ottawa County, Michigan, personally appeared **MARK DEERING and wife, AMY DEERING**, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Prepared by, and after recording,
return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454


Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 02-23-2023

MARY L BOHN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires February 23, 2023

**Grand River Greenway Trail Easement
Mark and Amy Deering
Parcel No. 70-04-31-400-005**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1216



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: DAVID AND DARCY PELTON

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL PELTON EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Pelton easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-08-06-100-042

Financial Information:

Total Cost: \$1,776.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-08-06-100-042
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 2 day of May, 2021, by and between **DAVID PELTON and DARCY PELTON, husband and wife**, of 14261 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

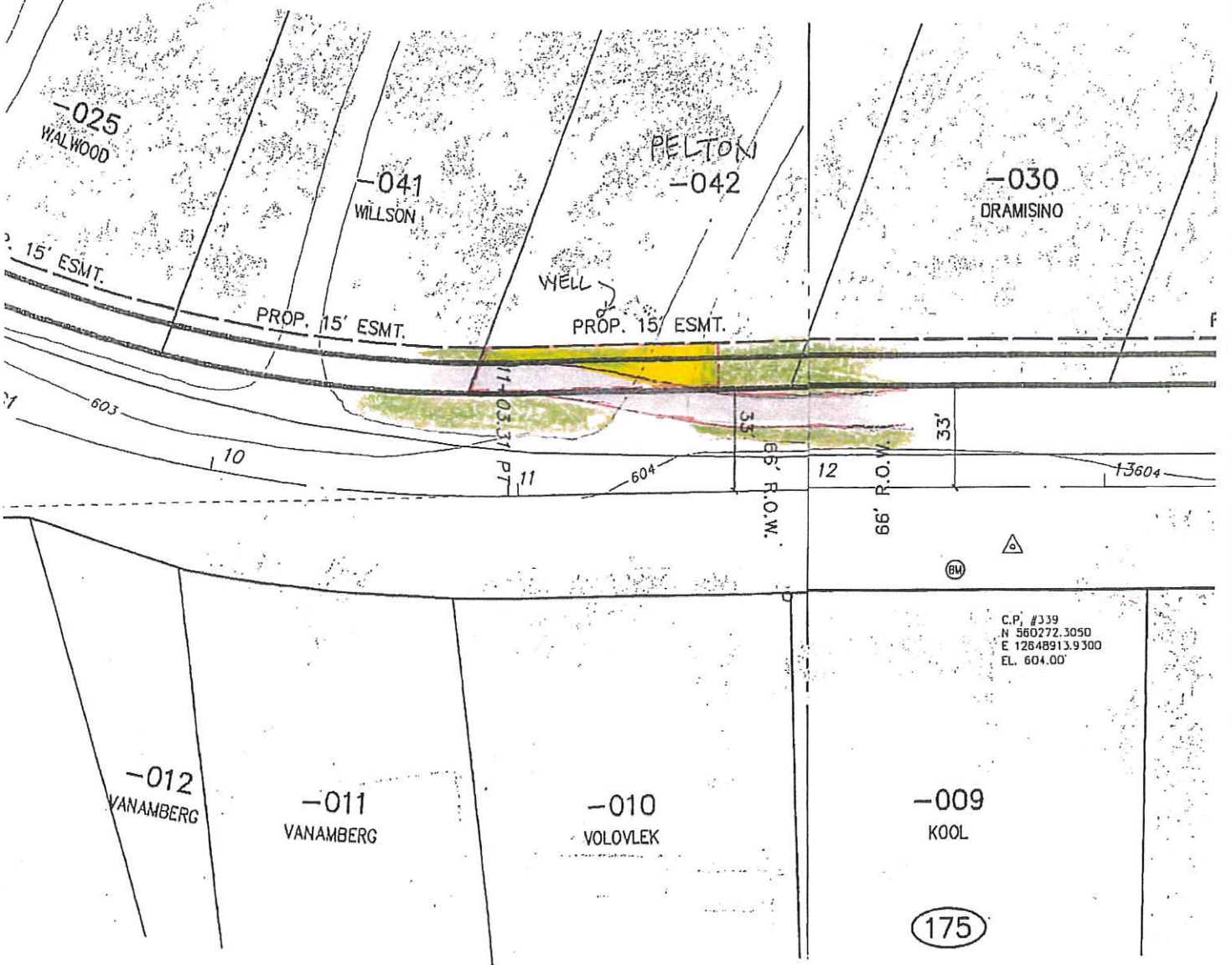
BACKGROUND:

For and in consideration of One Thousand Seven Hundred Seventy-Six and no/100) (\$1,776.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as commencing at the West one-quarter (W 1/4) corner of Section 6; thence North 90 degrees 00 minutes East along the East and West one-quarter (E & W 1/4) line of Section 6, 836.36 feet; thence North 50 degrees 00 minutes East 149.54 feet for the point of beginning of this description; thence continuing North 50 degrees 00 minutes East 107.48 feet; thence North 18 degrees 30 minutes West to a point called "G" at the center of Stearns Bayou; recommence at the point of beginning; thence North 18 degrees 30 minutes West to the center of Stearns Bayou; thence Easterly along the center of Stearns Bayou to the point called "G". Subject to any part thereof taken, used or deeded for road purposes; and except that part thereof conveyed to the Board of County Road Commissioners of Ottawa County as shown in a Deed recorded in Liber 573 of Ottawa County records on Page 244.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

+39 ASPH. - 24.3'
 E/ASPH. - 23.8'
 +71 E/ASPH. - 23.4'
 9+02 E/ASPH. - 23.2'
 +31 E/ASPH. - 23.3'
 +57 E/ASPH. - 23.3'
 +88 E/ASPH. - 22.8'
 10+26 E/ASPH. - 21.6'
 +56 E/ASPH. - 18.4'
 +82 E/ASPH. - 16.3'
 11+08 E/ASPH. - 13.7'
 +35 E/ASPH. - 12.6'
 +60 E/ASPH. - 11.6'
 +89 E/ASPH. - 10.7'
 12+20 E/ASPH. - 10.7'
 +46 E/ASPH. - 10.8'
 +73 E/ASPH. - 10.7'
 13+00 E/ASPH. - 10.7'
 +27 E/ASPH. - 10.6'
 0+01 B/CURB
 +04 E/ASPH.
 +05 E/ASPH.
 +31 B/CURB
 +31 SIGN - 3
 +33 E/ASPH.
 +34 E/ASPH.
 +40 E/ASPH.
 +47 E/ASPH.
 +48 E/CONC.
 +49 B/CURB
 +49 E/ASPH.
 +49 E/CONC.
 +49 E/ASPH.



PIPE - 34.1'

**Grand River Greenway Trail
David and Darcy Pelton
Parcel No. 70-08-06-100-042**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1217



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: JAMES AND DIANE WILLSON

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL WILLSON EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Willson easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-08-06-100-041

Financial Information:

Total Cost: \$2,246.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-08-06-100-041
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 3rd day of May, 2021, by and between **JAMES WILLSON and DIANE WILLSON, husband and wife**, of 14277 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"**

BACKGROUND:

For and in consideration of Two Thousand Two Hundred Forty-Six and 40/100 (\$2,246.40) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, commencing 836.36 feet East and North 50 degrees East 42.06 feet from the West one-quarter (W 1/4) corner; thence North 50 degrees East 107.48 feet; thence North 18 degrees 30 minutes West to water's edge of Stearns Bayou; thence Southwesterly along water's edge to a point North 18 degrees 30 minutes West of beginning; thence South 18 degrees 30 minutes East to beginning. Subject to any part thereof taken, used or deeded for road purposes; and except that part thereof conveyed to the Board of County Road Commissioners of Ottawa County as shown in a Deed recorded in Liber 573 of Ottawa County records on Page 244.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The Southerly 15.00 feet of the above-described Fee Description, adjoining the Northerly line of Green Street as located and as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstatement, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

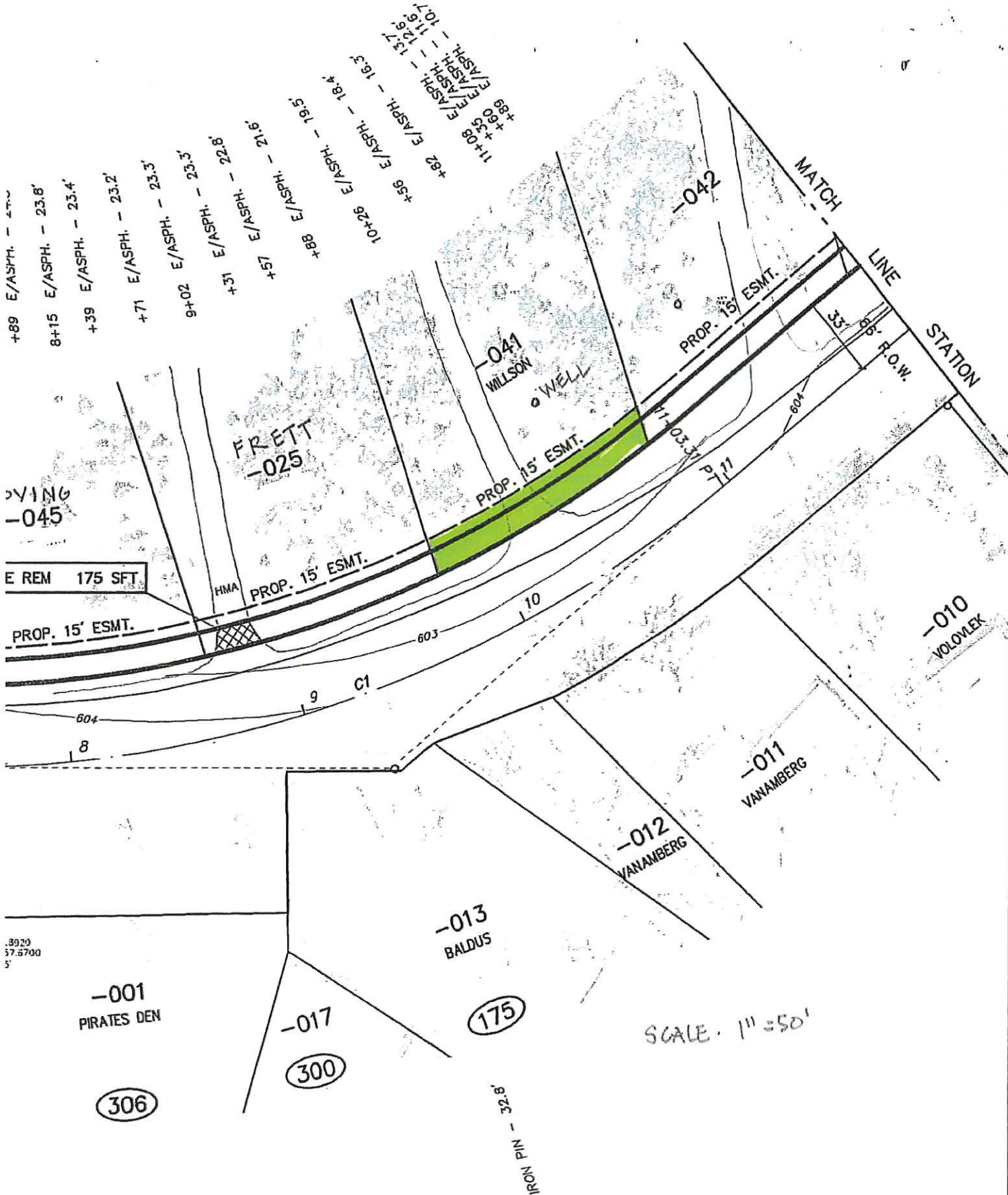
The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstatement and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstatement of such Bicycle Path and Walkway.

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.



- +89 E/ASPH. - 23.2'
- 8+15 E/ASPH. - 23.8'
- +39 E/ASPH. - 23.4'
- +71 E/ASPH. - 23.2'
- 9+02 E/ASPH. - 23.3'
- +31 E/ASPH. - 22.8'
- +15 E/ASPH. - 21.6'
- +88 E/ASPH. - 19.5'
- 10+26 E/ASPH. - 18.3'
- +56 E/ASPH. - 18.4'
- +82 E/ASPH. - 13.7'
- +63 E/ASPH. - 12.6'
- +88 E/ASPH. - 10.7'
- 11+08 E/ASPH. - 11.6'

DYING
 -045
 E REM 175 SFT.

FRETZ
 -025

WILSON
 -041
 WELLS

-042

MATCH
 LINE
 STATION

-010
 VOLVOLEX

-011
 VANAMBERG

-012
 VANAMBERG

-013
 BALDUS

-001
 PIRATES DEN

(306)

(300)

(175)

SCALE. 1" = 50'

IRON PIN - 8.32'

.8920
 37.6700
 5'

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

Sign here: James Willson
Type here: James Willson

Sign here: Diane Willson
Type here: Diane Willson

Address: 14277 Green Street
Grand Haven MI 49417

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

On this 3rd day of May, 2021, before me in Ottawa County, Michigan, personally appeared **JAMES WILLSON and wife, DIANE WILLSON**, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Mary L. Bohn
Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 02-23-2023

MARY L BOHN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires February 23, 2023

**Grand River Greenway Trail
James and Diane Willson
Parcel No. 70-08-06-100-041**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1218



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: PAUL ROOT

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL ROOT EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Root easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-09-14-400-041

Financial Information:

Total Cost: \$1,428.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-09-14-400-041
60th Avenue
Non-Motorized Trail Project
(Allendale Township)**

THIS INDENTURE made and entered into this 15 day of FEBRUARY, 2020, by and between **PAUL ROOT**, of 12250 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the **COUNTY OF OTTAWA**, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

BACKGROUND:

For and in consideration of the sum of One Thousand Four Hundred Twenty-Eight and no/100 (\$1,428.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: That part of Section 14, Town 7 North, Range 14 West, described as beginning at the center one-quarter (1/4) corner of said Section, thence South on the North and South one-quarter (N & S 1/4) line 760.00 feet to the point of beginning; thence East 105.00 feet more or less to the centerline of creek; thence Easterly along centerline of said creek to the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4); thence Southerly along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) to the South line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4); thence Westerly on the South line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) to the North and South one-quarter (N & S 1/4) line; thence North on the North and South one-quarter (N & S 1/4) line to the point of beginning, **excepting therefrom** that part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section;

thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88 degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The East 15.00 feet of the West 48.00 feet of the South 170.00 feet of the above-described Fee Description, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

T T E D

SECTION 14
TOWNSHIP
RANGE 14 WEST

-049

SHERIDAN DONALD & IONE TRUST
#12251

EX. U.G. FIBER & CATV

EX. U.G. FIBER & CATV

EX.

△409

52

53

54

A V E.

55

EX. U.G. FIBER & CATV

56

EX. 4" GAS

15'

170'

15'

PROP. 10' WIDE SHARED USE PATH

-041

ROOT PAUL
#12250

SECTION 14
TOWNSHIP
RANGE 14 WEST

T T E D

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 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.

Sign here:

Type here:

Paul Root

Address:

12250 60th Avenue
Allendale MI 49401

STATE OF MICHIGAN)
)
) ss.
)
COUNTY OF OTTAWA)

MARY L BOHN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires February 23, 2023

On this 15th day of February, 2020, before me in Ottawa County, Michigan, personally appeared **PAUL ROOT**, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his own free act and deed.

Prepared by, and after recording, return to:

Thomas M. Boven, 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
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 02-23-2023

**Grand River Greenway Trail
Paul Root
Parcel No. 70-09-14-400-041**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1219



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: KENNETH AND NORENE KNOPER

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL KNOPER EASEMENTS

Suggested Motion:

To approve and forward to the Board of Commissioners the Knoper easements as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. These easements allow construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-09-14-400-050

Parcel No. 70-09-14-400-053

Financial Information:

Total Cost: \$2,844.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

A handwritten signature in black ink, appearing to read "Alan G. Vandenbergh".

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcels No. 70-09-14-400-050
and 70-09-14-400-053
60th Avenue
Non-Motorized Trail Project
(Allendale Township)**

THIS INDENTURE made and entered into this 15 day of FEBRUARY, 2020, by and between **KENNETH F. KNOPER, JR. and NORENE J. KNOPER, husband and wife**, of 12304 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"**

BACKGROUND:

For and in consideration of the sum of Two Thousand Eight Hundred Forty-Four and no/100 (\$2,844.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Parcel 1: Part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as commencing South 00 degrees 22 minutes 06 seconds East 416.11 feet and South 89 degrees 01 minute 56 seconds East 33.01 feet from the center one-quarter (1/4) corner; thence South 89 degrees 01 minute 56 seconds East 417.75 feet; thence South 00 degrees 22 minutes 06 seconds East 40.01 feet; thence South 89 degrees 01 minute 56 seconds East 83.25 feet; thence South 00 degrees 22 minutes 06 seconds East 303.00 feet more or less to the centerline of creek; thence Westerly along the centerline of creek 475.00 feet more or less to a point South 00 degrees 22 minutes 06 seconds East 343.89 feet and South 89 degrees 01 minute 56 seconds East 76.73 feet more or less from beginning; thence North 89 degrees 01 minute 56 seconds West 76.73 feet more or less to the East line of 60th Avenue; thence North 00 degrees 22 minutes 06 seconds West 343.89 feet to beginning. (Tax Parcel No. 70-09-14-400-050); and

Parcel 2: Part of the Southeast one-quarter (SE 1/4) of Section 14 Town 7 North, Range 14 West, described as commencing at the center of said Section South 00 degrees 22 minutes 06 seconds East 234.56 feet and South 89 degrees 01 minute 56 seconds East

33.01 feet from the central one-quarter (1/4) corner; thence South 89 degrees 01 minute 56 seconds East 268.19 feet; thence South 00 degrees 22 minutes 06 seconds East 80.00 feet; thence South 89 degrees 01 minute 56 seconds East 60.00 feet; thence South 00 degrees 22 minutes 06 seconds East 101.55 feet; thence North 89 degrees 01 minute 56 seconds West 328.19 feet to the East line of 60th Avenue; thence North 00 degrees 22 minutes 06 seconds West 181.55 feet to beginning. (Tax Parcel No. 70-09-14-400-053)

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The West 15.00 feet of the North 60.00 feet of above-described Fee Description **Parcel 1**; and the West 15.00 feet of above-described Fee Description **Parcel 2** adjacent to the East right-of-way line of 60th Avenue, a public street, as shown on the attached Easement Sketches.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER.**

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

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

U N P L A T E D

300

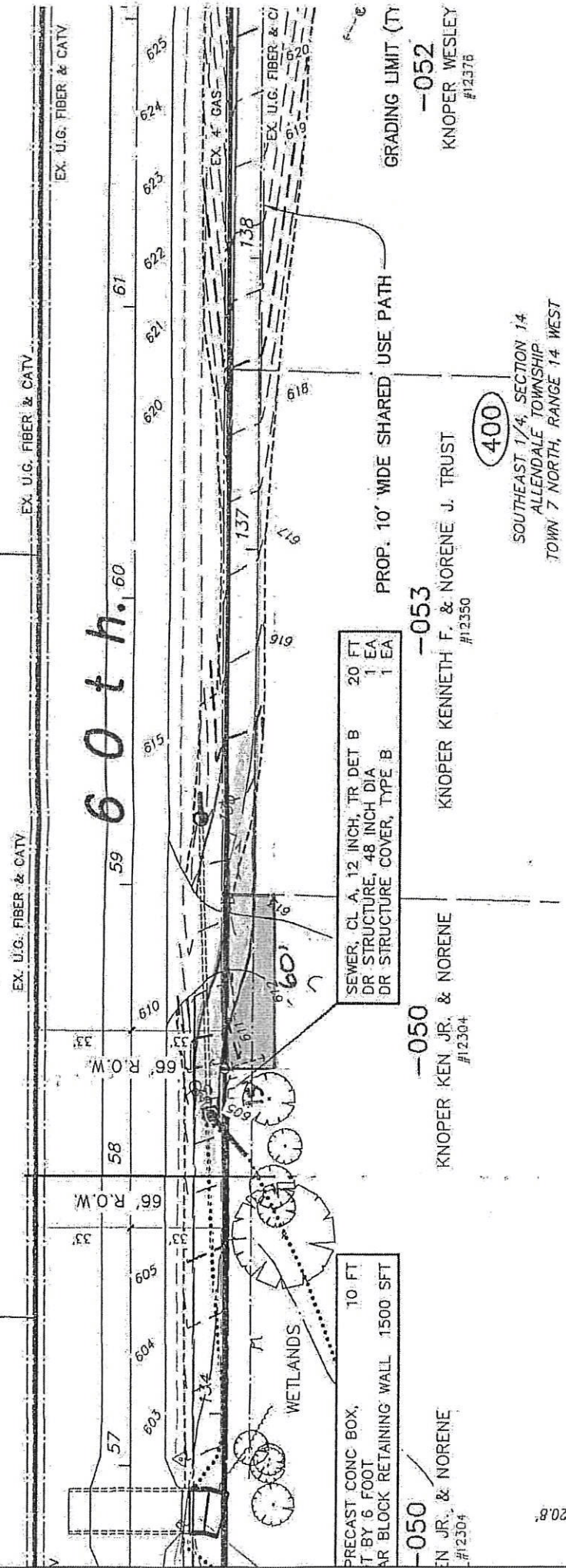
SOUTHWEST 1/4, SECTION 14
ALLEDALE TOWNSHIP
TOWN 7 NORTH, RANGE 14 WEST

-035
SHERIDAN JOHN E. &
BARBARA J.
#12355

-023
JUDD PRESTON & KATHY
#12357

-036
SHERIDAN JOHN & BARBARA FAI
#12377

EX.



-050
KNOPER KEN JR. & NORENE
#12304
PRECAST CONC BOX,
T BY 6 FOOT
AR BLOCK RETAINING WALL 1500 SFT

-053
KNOPER KENNETH F. & NORENE J. TRUST
#12350
SEWER, CL A, 12 INCH, TR DET B
DR STRUCTURE, 48 INCH DIA
DR STRUCTURE COVER, TYPE B
20 FT
1 EA
1 EA

PROP. 10' WIDE SHARED USE PATH

-052
KNOPER WESLEY
#12376
GRADING LIMIT (TY)

400

SOUTHEAST 1/4, SECTION 14
ALLEDALE TOWNSHIP
TOWN 7 NORTH, RANGE 14 WEST

- F11 - 21.3'
- T WIDE X 6FT TALL CONC. BOX - 20.8'
- 10.1'
- 3.3'
- 3.9'
- 3.6'
- F13 - 31.6'
- 2.6'
- 42.1'
- F14 - 35.1'
- 49.7'
- F19 - 71.8'
- 44.7'
- F18 - 61.1'
- 33.8'
- F15 - 32.7'
- 51.2'
- 19.7'
- 54.0'
- F17 - 37.3'
- CH - 27.3'
- 18.4'
- 2.6'
- 22.4'
- 32.9'
- TAL - 34.2'
- TAL - 33.3'
- WELL PUMP THING - 35.1'
- 35 #12304 - 33.9'
- CAVATING 12316 - 33.6'
- V HEI #45500 - 32.9'

V HEI #45500 - 32.8'

G N P L A T T E D

300

SOUTHWEST 1/4, SECTION 14
ALLEDALE TOWNSHIP
TOWN 7 NORTH, RANGE 14 WEST

-035
SHERIDAN JOHN E. &
BARBARA J.
#12355

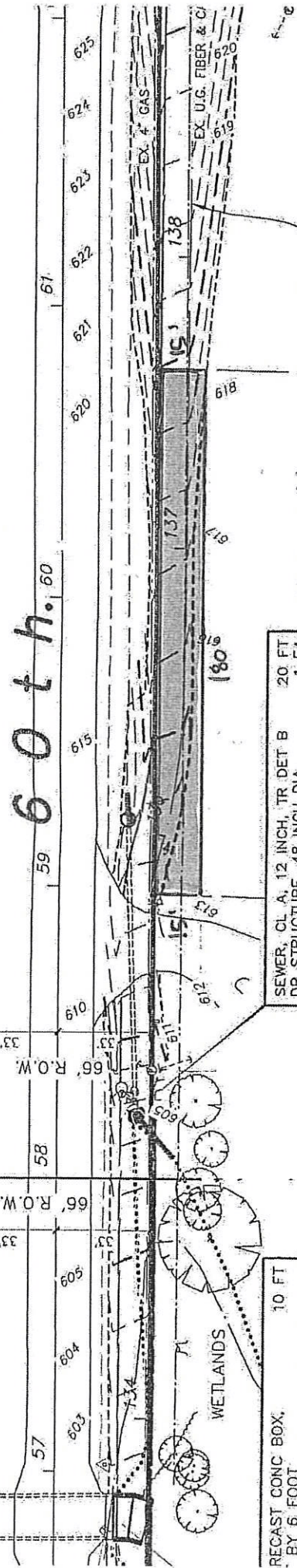
-023
JUDD PRESTON & KATHY
#12337

-036
SHERIDAN JOHN & BARBARA FAI
#12377

EX.



60th.



RECAST CONC BOX,
BY 6 FOOT
R BLOCK RETAINING WALL, 1500 SFT.

-050
N. JR. & NORENE
#12304

-050
KNOPER KEN JR. & NORENE
#12304

-053
KNOPER KENNETH F. & NORENE J. TRUST
#12350

PROP. 10' WDE SHARED USE PATH

GRADING LIMIT (TY)
-052
KNOPER WESLEY
#12376

400

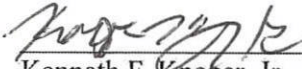
SOUTHEAST 1/4, SECTION 14
ALLEDALE TOWNSHIP
TOWN 7 NORTH, RANGE 14 WEST

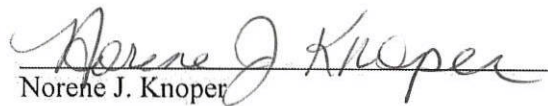
- F11 - 21.3'
- T WIDE X 6 FT TALL CONC. BOX - 20.8'
- 50.1'
- 3.3'
- 3.9'
- 3.8'
- F13 - 31.6'
- 42.1'
- F14 - 35.1'
- 49.7'
- F19 - 71.8'
- 44.7'
- F18 - 61.1'
- 33.8'
- F15 - 32.7'
- 19.7'
- 54.0'
- F17 - 37.3'
- CH - 27.3'
- 18.4'
- 12.6'
- 22.4'
- 32.9'
- TAL - 34.2'
- TAL - 33.3'
- WELL PUMP THING - 35.1'
- 35 #12304 - 33.9'
- 35 #12304 - 33.6'
- W. HEI #45500 - 32.9'
- W. HEI #45500 - 32.8'
- W. HEI #45500 - 32.8'

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 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.

Sign here: 
Type here: Kenneth F. Knoper, Jr.

Sign here: 
Type here: Norene J. Knoper

Address: 12304 60th Avenue
Allendale MI 49401

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

MARY L BOHN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA

My Commission Expires February 23, 2023

On this 15th day of February, 2020, before me in Ottawa County, Michigan, personally appeared **KENNETH F. KNOPER, JR. and wife, NORENE J. KNOPER**, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Sign here: 
Type here: Mary L. Bohn

Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 02-23-2023

**Grand River Greenway Trail
Kenneth and Norene Knoper
Parcel No. 70-09-14-400-050
Parcel No. 70-09-14-400-053**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1220



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: RYAN GLUECK

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL RYAN GLUECK EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Ryan Glueck easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-08-06-100-044

Financial Information:

Total Cost: \$15,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-08-06-100-044
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 9th day of May, 2021, by and between **RYAN C. GLUECK, also known as Ryan Christopher Glueck**, of 14323 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

BACKGROUND:

For and in consideration of the sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Part of the Northwest one-quarter (NW 1/4) of Section 6, Town 7 North, Range 15 West, described as commencing at a point on the East and West one-quarter (E & W 1/4) line of Section 6 that is 561.27 feet North 90 degrees 00 minutes 00 seconds East of the West one-quarter (W 1/4) corner of Section 6, thence continuing North 90 degrees 00 minutes 00 seconds East along the East and West one-quarter (E & W 1/4) line 105.45 feet; thence North 18 degrees 30 minutes 00 seconds West to a point called "C" at the center of Stearns Bayou; recommence at the point of beginning, thence North 18 degrees 30 minutes 00 seconds West to the center of Stearns Bayou, thence Easterly along the center of Stearns Bayou to the point called "C." Subject to any part thereof taken, used or deeded for road purposes; and except that part thereof conveyed to the Board of County Road Commissioners of Ottawa County as shown in a Deed recorded in Liber 573 of Ottawa County records on Page 244.

The above-described parcel is sometimes known and described as part of the Northwest one-quarter (NW 1/4) of Section 6, Town 7 North, Range 15 West, commencing 561.27 feet East of the West one-quarter (W 1/4) corner, thence North 18 degrees 30 minutes West 730.26 feet to an intermediate traverse line, thence North 71 degrees 21 minutes 45

seconds East 100.00 feet along the intermediate traverse line, thence South 18 degrees 30 minutes East 763.96 feet, thence West 105.45 feet to beginning. Including all lands between the intermediate traverse line and the centerline of Stearns Bayou.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The North 15.00 feet of the South 48.00 feet of the above-described Fee Description, the South 33.00 feet being used for Green Street, a public street, as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

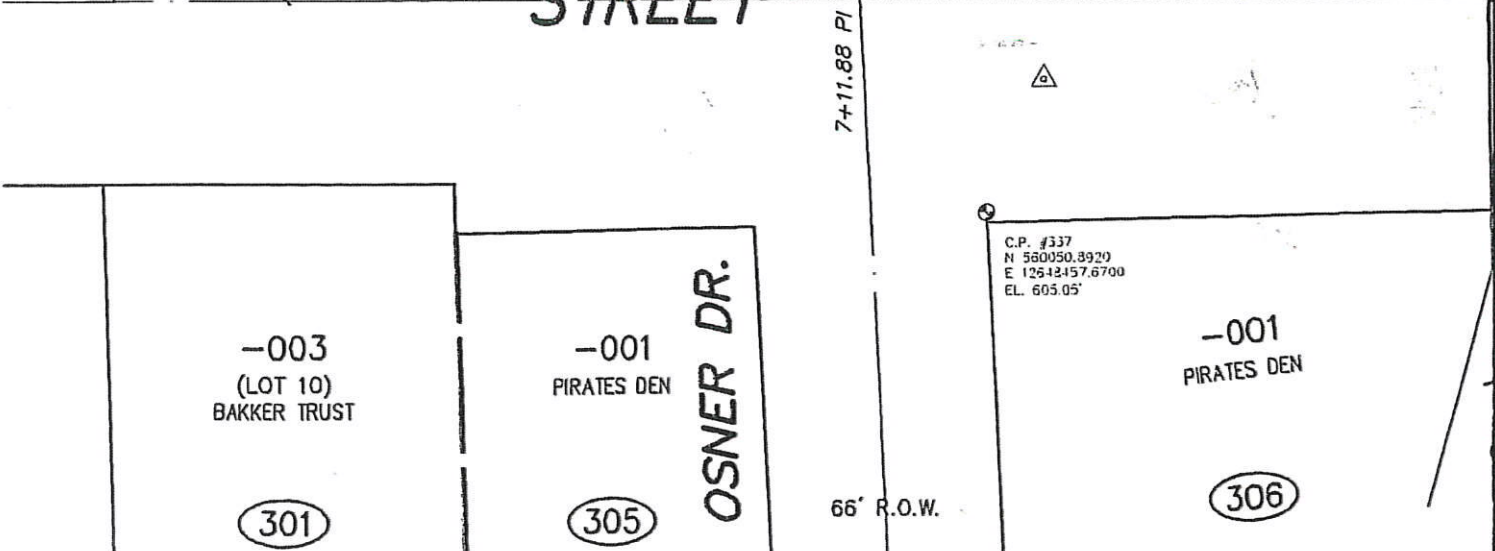
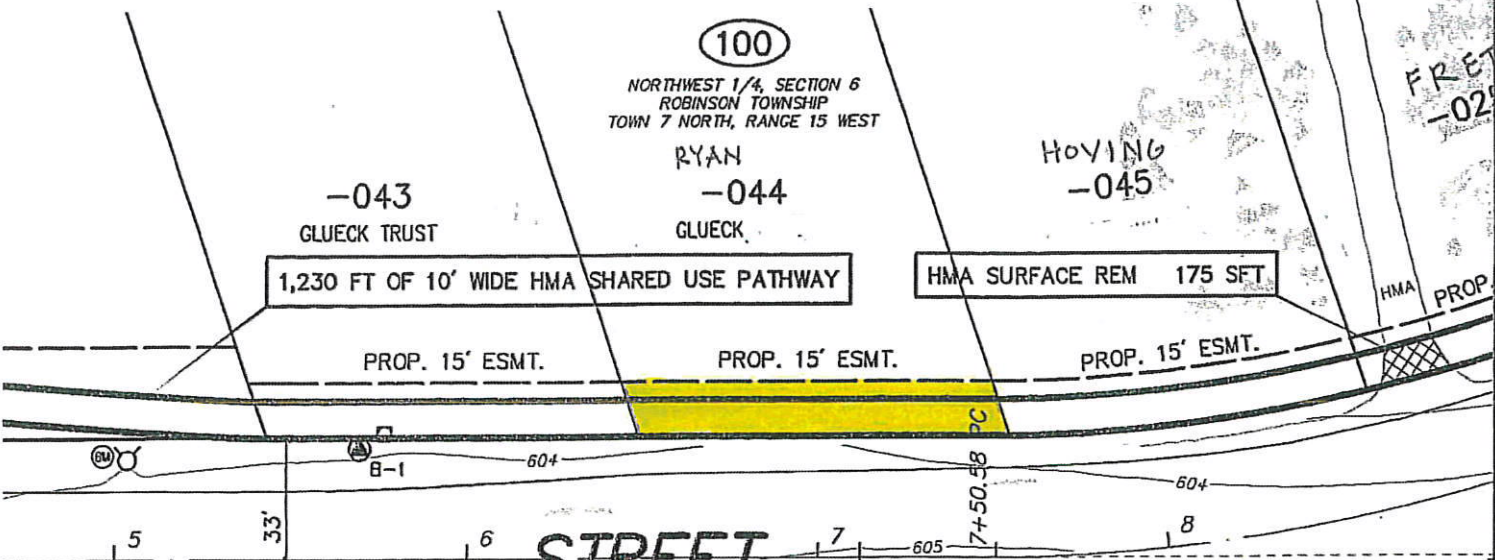
TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

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

- +73 E/ASPH. - 18.6'
- 5+03 E/ASPH. - 18.6'
- +04 HYDRANT - 27.2'
- +28 E/ASPH. - 18.5'
- +60 E/ASPH. - 18.8'
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- +79 E/ASPH. - 23.3'
- 7+08 E/ASPH. - 23.5'
- +35 E/ASPH. - 23.9'
- +53 E/ASPH. - 24.3'
- +72 E/ASPH. - 24.5'
- +89 E/ASPH. - 24.3'
- 8+15 E/ASPH. - 23.8'
- +39 E/ASPH. - 23.4'
- +71 E/ASPH. - 23.2'
- 9+02 E/ASPH. - 23.3'
- +31 E/ASPH. - 22.8'
- +57 E/ASPH. - 21.6'



DIVISION

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 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.

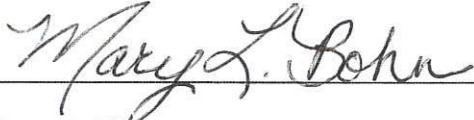
Sign here: 
Type here: Ryan C. Glueck
Address: 14323 Green Street
Grand Haven MI 49417

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

On this 4th day of May, 2021, before me in Ottawa County, Michigan, personally appeared RYAN C. GLUECK, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be his own free act and deed.

Prepared by, and after recording,
return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454



Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 02-23-2023

MARY L BOHN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires February 23, 2023

**Grand River Greenway Trail
Ryan Glueck
Parcel No. 70-08-06-100-044**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1221



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: ROBERT AND CAROL GLUECK

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL ROBERT AND CAROL GLUECK EASEMENTS

Suggested Motion:

To approve and forward to the Board of Commissioners the Robert and Carol Glueck easements as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. These easements allow construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-08-06-100-031

Parcel No. 70-08-06-100-043

Financial Information:

Total Cost: \$25,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

Parcel No. 70-08-06-100-031
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)

THIS INDENTURE made and entered into this 3 day of May, 2021, by and between ROBERT GLUECK, as TRUSTEE OF THE ROBERT GLUECK TRUST, under written Trust Agreement dated November 7, 2000, as amended, as to an undivided one-half (1/2) interest; and CAROL GLUECK, as TRUSTEE OF THE CAROL GLUECK TRUST, under written Trust Agreement dated November 7, 2000, as amended, as to an undivided one-half (1/2) interest, of 14385 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;" *RG CG*

BACKGROUND:

For and in consideration of Twelve thousand five hundred ^{no}/₁₀₀ (\$12,500.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the Township of Robinson, County of Ottawa and State of Michigan, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as commencing at the West one-quarter (W 1/4) corner of Section 6; thence North 90 degrees 00 minutes East along the East and West one-quarter (E & W 1/4) line, 455.82 feet; thence North 18 degrees 30 minutes West to the center of Stearns Bayou; thence Westerly along the center of Stearns Bayou to the West line of Section 6; thence South 01 degree 47 minutes 20 seconds East along the West line of Section 6 to the point of beginning.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The North 10.00 feet of the South 43.00 feet of the above-described Fee Description; and a triangular parcel being located at the West end 30.00 feet in length and the East side of such triangle 10.00 feet in length with the hypotenuse

Northerly line extending between the West line terminus and the East line terminus within the North 30.00 feet of the South 63.00 feet of the West 93.00 feet of the above-described Fee Description; and the North 15.00 feet of the South 48.00 feet of the East 60.00 feet of the above-described Fee Description; the South 33.00 feet of the Fee Description being used for Green Street, a public street, and the West 33.00 feet of the Fee Description being used for 144th Avenue, a public street, as shown on the attached Easement Sketch, and subject to an existing manhole easement of record in the Southwest corner.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the County's expense; provided two existing large trees along Green Street will be cut to Grantor's request for size and stacked along the North side of the Easement for removal by Grantor.

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the

negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 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.

Sign here: Robert Glueck
Type here: Robert Glueck
- as Trustee of the Robert Glueck Trust, under written Trust Agreement dated November 7, 2000, as amended -

Sign here: Carol Glueck
Type here: Carol Glueck
- as Trustee of the Carol Glueck Trust, under written Trust Agreement dated November 7, 2000, as amended -

Address: 14385 Green Street
Grand Haven MI 49417

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

On this 3 day of May, 2021, before me in Ottawa County, Michigan, personally appeared **ROBERT GLUECK, as TRUSTEE OF THE ROBERT GLUECK TRUST, under written Trust Agreement dated November 7, 2000, as amended; and CAROL GLUECK, as TRUSTEE OF THE CAROL GLUECK TRUST, under written Trust Agreement dated November 7, 2000, as amended,** to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Prepared by, and after recording, return to:

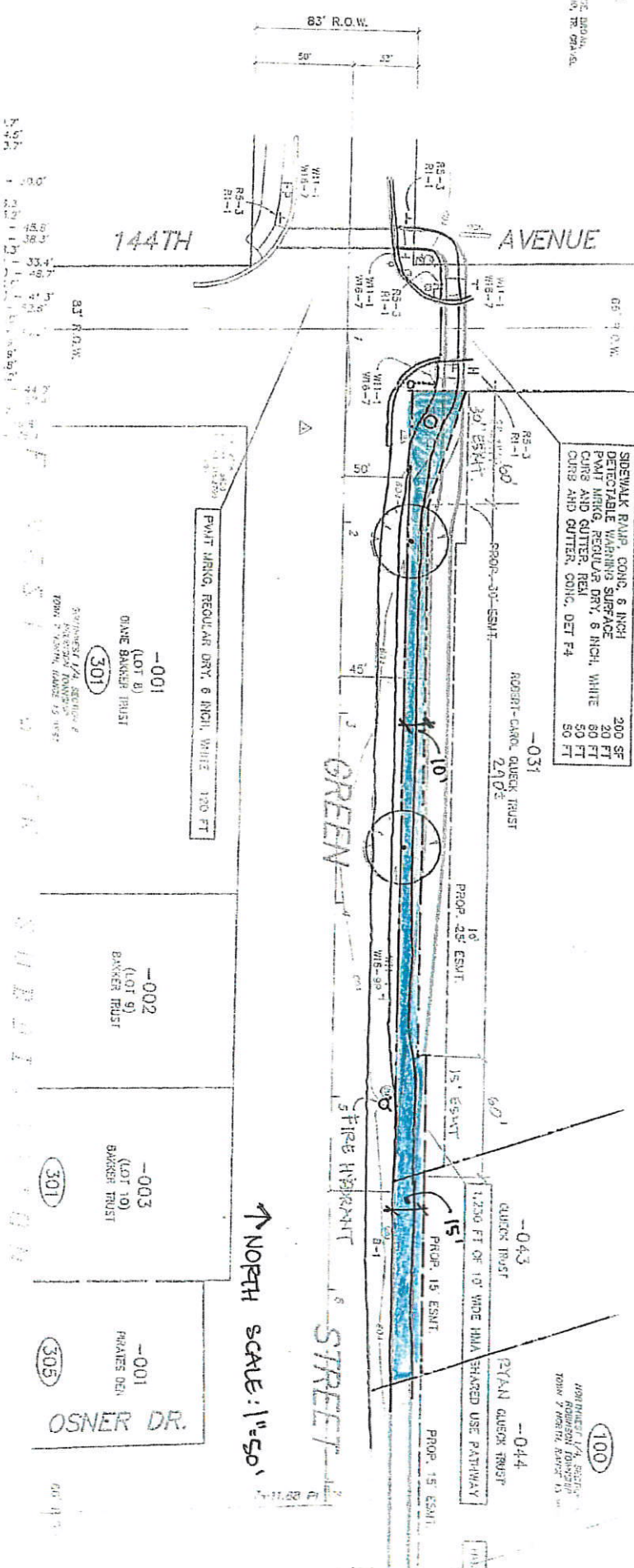
Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454

Thomas M. Boven
Notary Public
OTTAWA County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 12-20-23

Rg 5/3/21
 of 5/3/21

TRAIL EASEMENT

12.17.2020



- 0+20 B/CURB - 29.4'
- +47 B/CURB - 22.8'
- +47 E/CONC - 23.0'
- +47 E/CONC - 27.8'
- +49 SIGN - 26.3'
- +49 SIGN - 71.9'
- +55 E/CONC - 28.8'
- +57 B/CURB (PT) - 23.7'
- +57 E/CONC - 23.9'
- +62 WATER V. & B - 37.3'
- +63 POST - 42.3'
- +63 HYDRANT - 40.4'
- +64 UTILITY MARKER TELE - 36.6'
- +66 HYDRANT V. & B. - 21.9'
- +70 B/CURB (POC) - 27.4'
- +70 P. POLE (WOOD) - 30.2'
- +77 TELE FIBERSTAL - 40.8'
- +81 B/CURB - 62.6'
- +81 B/ASPH - 62.4'
- +81 SIGN - 57.7'
- +82 B/CURB (POC) - 40.9'
- +82 B/CURB (POC) - 58.6'
- +93 B/ASPH - 55.1'
- +14 E/ASPH - 32.9'
- +15 E/ASPH - 50.4'
- +15 B/CURB - 49.9'
- +15 B/CURB (PT) - 45.3'
- +15 SIGN - 55.5'
- +19 POST - 46.0'
- +24 B/CURB (POC) - 30.6'
- +27 UTILITY MARKER (GAS) - 30.0'
- +28 GUY WIRE - 45.3'
- +28 P. POLE (WOOD) - 32.4'
- +29 ELEC. TRANS. - 36.4'
- +29 ELEC. TRANS. - 34.0'
- +29 ELEC. TRANS. - 34.1'
- +31 ELEC. TRANS. - 36.6'
- +32 ELEC. TRANS. - 34.2'
- +41 UTILITY MARKER (TELE) - 43.0'
- +44 B/CURB (POC) - 23.9'
- +47 M.H. - 42.9'
- +58 UTILITY MARKER (TELE) - 43.8'
- +60 B/CURB - 23.7'
- +62 E/ASPH - 23.9'
- +62 E/ASPH - 23.9'
- +63 48" DIA - 34.4'
- +11 E/ASPH - 19.4'
- +13 E/ASPH - 18.4'
- +70 E/ASPH - 18.5'
- +86 E/ASPH - 18.4'
- +82 E/ASPH - 18.1'
- 58 E/ASPH - 17.8'
- 71 48" DIA - 33.5'
- +67 E/ASPH - 18.3'
- +415 E/ASPH - 19.5'
- +42 E/ASPH - 18.5'
- +73 E/ASPH - 18.0'
- +03 E/ASPH - 18.6'
- +04 HYDRANT - 27.2'
- +28 E/ASPH - 18.5'
- +60 E/ASPH - 18.8'
- +77 UTILITY MARKER (GAS) - 24.2'
- +91 E/ASPH - 19.8'
- +450 E/ASPH - 22.8'
- +79 E/ASPH - 23.3'
- +80 E/ASPH - 23.3'

SIDEWALK RAMP, CONC. 6 INCH
 DETECTABLE WARNING SURFACE
 PAINT MARKS, REGULAR DRY, 6 INCH, WHITE
 CURB AND GUTTER, REG.
 CURB AND GUTTER, CONC. DET F4

200 SF
 20 FT
 50 FT
 50 FT

PAINT MARKS REGULAR DRY, 6 INCH, WHITE 120 FT

-001 (LOT B)
 DIANE BANKER TRUST

301

-002 (LOT 8)
 BANKER TRUST

301

-003 (LOT 10)
 BANKER TRUST

301

-001 (LOT 10)
 FRANCES DEL.

OSNER DR.

305

↑ NORTH SCALE: 1" = 50'

BICYCLE PATH AND WALKWAY EASEMENT

Parcel No. 70-08-06-100-043
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)

THIS INDENTURE made and entered into this 3 day of May, 2021, by and between ROBERT GLUECK, as TRUSTEE OF THE ROBERT GLUECK TRUST, under written Trust Agreement dated November 7, 2000, as amended, as to an undivided one-half (1/2) interest; and CAROL GLUECK, as TRUSTEE OF THE CAROL GLUECK TRUST, under written Trust Agreement dated November 7, 2000, as amended, as to an undivided one-half (1/2) interest, of 14385 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

BACKGROUND:

For and in consideration of Twelve thousand five hundred ^{no. 100} (12,500.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the Township of Robinson, County of Ottawa and State of Michigan, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Part of the Northwest one-quarter (NW 1/4) of Section 6, Town 7 North, Range 15 West, commencing 455.82 feet East of the West one-quarter (W 1/4) corner; thence North 18 degrees 30 minutes West 716.12 feet to an intermediate traverse line; thence North 82 degrees 26 minutes East 101.05 feet along the intermediate traverse line; thence South 18 degrees 30 minutes East 730.26 feet; thence West 105.45 feet to beginning. Including all lands lying between the intermediate traverse line and the centerline of Stearns Bayou.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The North 15.00 feet of the South 48.00 feet of the above-described Fee Description, the South 33.00 thereof being used for Green Street, a public street, as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

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

Sign here: 
Type here: Robert Glueck
- as Trustee of the Robert Glueck Trust, under written Trust Agreement dated November 7, 2000, as amended -

Sign here: 
Type here: Carol Glueck
- as Trustee of the Carol Glueck Trust, under written Trust Agreement dated November 7, 2000, as amended -

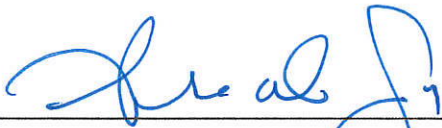
Address: 14385 Green Street
Grand Haven MI 49417

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

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Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454


Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 12-20-23

TRAIL EASEMENT

12.17.2020

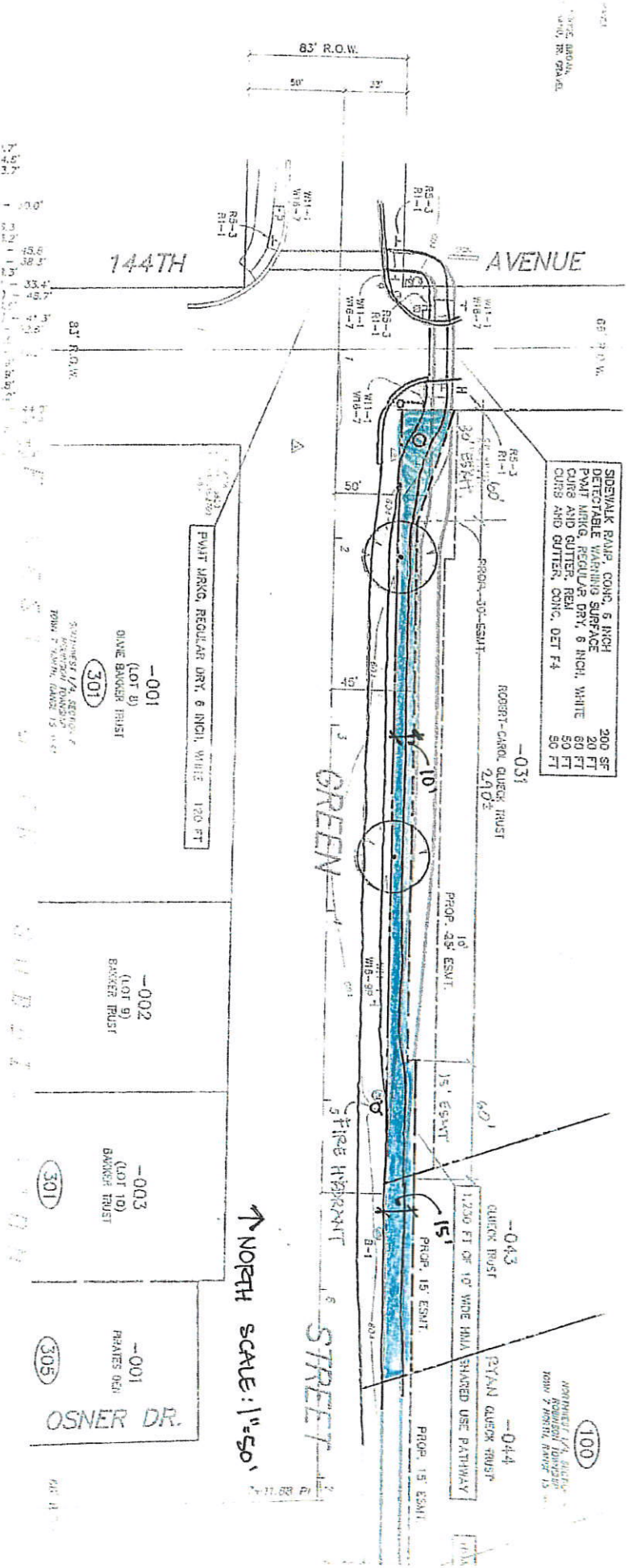
Rg

cg 5/3/21

- 0+20 B/CURB - 20.4'
- +47 B/CURB - 22.8'
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- +47 E/CONC - 27.8'
- +49 SIGN - 26.3'
- +49 SIGN - 71.9'
- +55 E/CONC - 20.8'
- +57 B/CURB (PT) - 23.7'
- +57 E/CONC - 23.9'
- +52 WATER V. & B - 37.3'
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- +15 B/CURB - 49.0'
- +16 B/CURB (PT) - 45.3'
- +18 SIGN - 55.5'
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- +2+29 E/ASPH. - 18.1'
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- +28 E/ASPH. - 18.5'
- +60 E/ASPH. - 18.8'
- +77 UTILITY MARKER (GAS) - 34.2'
- +91 E/ASPH. - 19.8'
- 6+56 E/ASPH. - 22.8'
- 7 E/ASPH. - 23.0'
- 8 E/ASPH. - 23.5'
- 9 - 23.5'

200 SF
 20 FT
 50 FT
 50 FT

SIDEWALK PAVP. CONC. 6 INCH
 DETECTABLE WARNING SURFACE
 PAVT MARK. REGULAR DRY, 6 INCH, WHITE
 CURS AND GUTTER, CONC. DET F4



100.0'
 95.0'
 89.9'
 84.8'
 79.7'
 74.6'
 69.5'
 64.4'
 59.3'
 54.2'
 49.1'
 44.0'
 38.9'
 33.8'
 28.7'
 23.6'
 18.5'
 13.4'
 8.3'
 3.2'

CERTIFICATE OF TRUST

ROBERT GLUECK, being first duly sworn, depose and say as follows:

1. I am the Grantor and current Trustee of **Robert Glueck Trust** established under written Trust Agreement dated November 7, 2000, as amended by a First Amendment to Trust Agreement dated November 16, 2011 (the "Trust").

2. My mailing address is 14385 Green Street, Grand Haven, Michigan 49417.

3. The real property affected by this Certificate is located in the **Township of Robinson, County of Ottawa and State of Michigan**, and described specifically as follows:

Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as commencing at the West one-quarter (W 1/4) corner of Section 6; thence North 90 degrees 00 minutes East along the East and West one-quarter (E & W 1/4) line, 455.82 feet; thence North 18 degrees 30 minutes West to the center of Stearns Bayou; thence Westerly along the center of Stearns Bayou to the West line of Section 6; thence South 01 degree 47 minutes 20 seconds East along the West line of Section 6 to the point of beginning.

(Tax Parcel No. 70-08-06-100-031, commonly known as 14385 Green Street, Grand Haven, Michigan.)

Part of the Northwest one-quarter (NW 1/4) of Section 6, Town 7 North, Range 15 West, commencing 455.82 feet East of the West one-quarter (W 1/4) corner; thence North 18 degrees 30 minutes West 716.12 feet to an intermediate traverse line; thence North 82 degrees 26 minutes East 101.05 feet along the intermediate traverse line; thence South 18 degrees 30 minutes East 730.26 feet; thence West 105.45 feet to beginning. Including all lands lying between the intermediate traverse line and the centerline of Stearns Bayou.

(Tax Parcel No. 70-08-06-100-043, commonly known as 0 Green Street, Grand Haven, Michigan.)

4. I certify that I have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. I certify that the Trust referred to above remains in full force and effect, and has not been revoked, modified, or amended in any manner that would cause the representations included in this Certificate to be incorrect.

6. The Trust is governed under Michigan law.

7. I have personal knowledge of the facts stated herein and if sworn as a witness I can testify competently thereto.

Dated this 3 day of May, 2021.



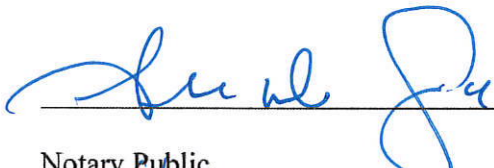
Robert Glueck

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

3 The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this day of MAY, 2021, by **ROBERT GLUECK**.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417



Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 12-20-23

CERTIFICATE OF TRUST

CAROL GLUECK, being first duly sworn, depose and say as follows:

1. I am the Grantor and current Trustee of **Carol Glueck Trust** established under written Trust Agreement dated November 7, 2000, as amended by a First Amendment to Trust Agreement dated November 16, 2011 (the "Trust").

2. My mailing address is 14385 Green Street, Grand Haven, Michigan 49417.

3. The real property affected by this Certificate is located in the **Township of Robinson, County of Ottawa and State of Michigan**, and described specifically as follows:

Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as commencing at the West one-quarter (W 1/4) corner of Section 6; thence North 90 degrees 00 minutes East along the East and West one-quarter (E & W 1/4) line, 455.82 feet; thence North 18 degrees 30 minutes West to the center of Stearns Bayou; thence Westerly along the center of Stearns Bayou to the West line of Section 6; thence South 01 degree 47 minutes 20 seconds East along the West line of Section 6 to the point of beginning.

(Tax Parcel No. 70-08-06-100-031, commonly known as 14385 Green Street, Grand Haven, Michigan.)

Part of the Northwest one-quarter (NW 1/4) of Section 6, Town 7 North, Range 15 West, commencing 455.82 feet East of the West one-quarter (W 1/4) corner; thence North 18 degrees 30 minutes West 716.12 feet to an intermediate traverse line; thence North 82 degrees 26 minutes East 101.05 feet along the intermediate traverse line; thence South 18 degrees 30 minutes East 730.26 feet; thence West 105.45 feet to beginning. Including all lands lying between the intermediate traverse line and the centerline of Stearns Bayou.

(Tax Parcel No. 70-08-06-100-043, commonly known as 0 Green Street, Grand Haven, Michigan.)

4. I certify that I have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. I certify that the Trust referred to above remains in full force and effect, and has not been revoked, modified, or amended in any manner that would cause the representations included in this Certificate to be incorrect.

6. The Trust is governed under Michigan law.

7. I have personal knowledge of the facts stated herein and if sworn as a witness I can testify competently thereto.

Dated this 3 day of May, 2021.



Carol Glueck

STATE OF MICHIGAN)
) **ss.**
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this 3 day of May, 2021, by **CAROL GLUECK**.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417



Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: 12-20-23

**Grand River Greenway Trail
Robert and Carol Glueck
Parcel No. 70-08-06-100-031
Parcel No. 70-08-06-100-043**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1222



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: JEREMY AND CHRISTIN HOVING

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL HOVING EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the Hoving easement as required for construction of the Grand River Greenway Idema Explorers Trail.

Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. This easement allows construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way.

Parcel No. 70-08-06-100-045

Financial Information:

Total Cost: \$15,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-08-06-100-045
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 1st day of May, 2021, by and between **JEREMY A. HOVING, also known as Jeremy Adam Hoving, and CHRISTIN R. HOVING, husband and wife**, of 14385 Green Street, Grand Haven, Michigan 49417, hereinafter "Grantor," and the **COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"**

BACKGROUND:

For and in consideration of sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Robinson, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

Fee Description: Part of the Northwest one-quarter (NW 1/4) of Section 6, Town 7 North, Range 15 West, described as commencing at a point on the East and West one-quarter (E & W 1/4) line of Section 6 that is 666.72 feet North 90 degrees 00 minutes 00 seconds East of the West one-quarter (W 1/4) corner of Section 6, thence continuing North 90 degrees 00 minutes 00 seconds East along the East and West one-quarter (E & W 1/4) line 105.45 feet, thence North 18 degrees 30 minutes 00 seconds West to a point called "D" at the center of Stearns Bayou; recommence at the point of beginning, thence North 18 degrees 30 minutes 00 seconds West to the center of Stearns Bayou; thence Easterly along the center of Stearns Bayou to the point called "D." Subject to any part thereof taken, used or deeded for road purposes; and except that part thereof conveyed to the Board of County Road Commissioners of Ottawa County as shown in a Deed recorded in Liber 573 of Ottawa County records on Page 244.

The above-described parcel is sometimes known and described as part of the Northwest one-quarter (NW 1/4) of Section 6, Town 7 North, Range 15 West, commencing 666.72 feet East of the West one-quarter (W 1/4) corner, thence North 18 degrees 30 minutes West 763.96 feet to an intermediate traverse line, thence North 74 degrees 55 minutes 25

seconds East 100.18 feet along the intermediate traverse line, thence South 18 degrees 30 minutes East 791.44 feet, thence West 105.45 feet to beginning. Including all lands between the intermediate traverse line and the centerline of Stearns Bayou, and subject to any part used or deeded for Green Street, a public street.

IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:

Easement Description: The Southerly 15.00 feet of the above-described Fee Description, adjoining the Northerly line of Green Street as located, and as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

TO HAVE AND TO HOLD the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

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

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the

+77 UTILITY MARKER (GAS) - 34.2'
+91 E/ASPH. - 19.8'

6+50 E/ASPH. - 22.8'

+79 E/ASPH. - 23.3'

7+08 E/ASPH. - 23.5'

+35 E/ASPH. - 23.9'

+53 E/ASPH. - 24.3'

+72 E/ASPH. - 24.5'

+89 E/ASPH. - 24.3'

8+15 E/ASPH. - 23.8'

+39 E/ASPH. - 23.4'

+71 E/ASPH. - 23.2'

9+02 E/ASPH. - 23.3'

+31 E/ASPH. - 22.8'

+15+ E/ASPH. - 21.6'

+88 E/ASPH. - 19.5'

+56 E/ASPH. - 18.3'

+82 E/ASPH. - 18.4'

+10+26 E/ASPH. - 19.3'

+80 E/ASPH. - 10.7'

+60 E/ASPH. - 12.9'

+35 E/ASPH. - 13.7'

+11+08 E/ASPH. - 11.9'

+89 E/ASPH. - 10.1'

100
NORTHWEST 1/4, SECTION 6
ROBINSON TOWNSHIP
TOWN 7 NORTH, RANGE 15 WEST

RYAN
-044
GLUECK

HOVING
-045

FRETT
-025

-041
WILSON

043
TRUST

10' OF 10' WIDE HMA SHARED USE PATHWAY

HMA SURFACE REM 175 SFT

PROP. 15' ESMT.

PROP. 15' ESMT.

PROP. 15' ESMT.

PROP. 15' ESMT.

STREET

-001
PIRATES DEN

305

OSNER DR.

66' R.O.W.

C.P. #337
N 580050.8920
E 12543457.6700
EL. 605.05'

-001
PIRATES DEN

306

-013
BALDUS

175

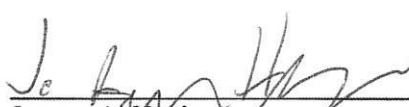
-017
300

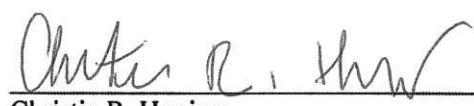
8.325' -
NAIL PIN

Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, 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 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.

Sign here: 
Type here: Jeremy A. Hoving

Sign here: 
Type here: Christin R. Hoving


Address: 14315 Green Street
Grand Haven MI 49417

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

On this 1st day of may, 2021, before me in Ottawa County, Michigan, personally appeared **JEREMY A. HOVING and wife, CHRISTIN R. HOVING**, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed.

Prepared by, and after recording, return to:

Thomas M. Boven, Esq.
SCHOLTEN FANT
Attorneys at Law
100 North Third Street
P. O. Box 454
Grand Haven MI 49417-0454


Notary Public
Ottawa County, Michigan
acting in Ottawa County, Michigan
My Commission Expires: march 18, 2027

JENNIFER L JOHNSON
Notary Public
Ottawa County, Michigan
My Commission Expires 03/18/2027

**Grand River Greenway Trail
Jeremy and Christin Hoving
Parcel No. 70-08-06-100-045**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1223



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: H. WALCOTT FAMILY FARMS, LLC

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: GRAND RIVER GREENWAY TRAIL WALCOTT REAL ESTATE PURCHASES

Suggested Motion:

To approve and forward to the Board of Commissioners the purchase of real estate with H. Walcott Family Farms, LLC. for the purchase of 48 acres in Allendale Township at a price of \$280,000.00 as part of the Grand River Greenway.

Summary of Request:

In order to complete a route of the Grand River Greenway through the Bass River State Recreation Area multiple property acquisitions are required. The Walcott property is a key parcel as it has access to the old road right-of-way that will allow a future bridge crossing of the Bass River. The property is currently leased for active agriculture which will transfer with the sale of the property. Directly connecting to the Bass River Recreation Areas, as well as having over 2500 linear feet of frontage on the Bass River, this property fills an immediate need for completing a critical connection for the Greenway but also provides a wide range of possibilities for the future.

Parcel No. 70-09-07-400-004

Parcel No. 70-09-18-200-020

Financial Information:

Total Cost: \$280,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

**AGREEMENT FOR SALE AND PURCHASE
OF REAL ESTATE**

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE (“Agreement”) is made and entered into as of the 4 day of may, 2021, by and between **H. WALCOTT FAMILY FARMS, LLC, a Michigan limited liability company** (f/k/a Walcott Properties, a Michigan Co-Partnership), with an address of 11267 68th Avenue, Allendale, Michigan 49401 (“Seller”), and the **COUNTY OF OTTAWA, a Michigan public body corporate**, with an address in care of its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, (“Purchaser”).

BACKGROUND:

Seller is the owner of an approximate 48-acre combined acreage parcels of vacant land in the Township of Allendale, County of Ottawa, and State of Michigan, along the South side of the Bass River and the West side of the Bass River Recreation Area. Purchaser desires to acquire such parcels from Seller adjoining part of the Bass River Recreation Area which is an open land, water, wildlife, and recreation area managed by the Parks and Recreation Department of Ottawa County.

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Conveyance.** Seller agrees to sell and convey and Purchaser agrees to purchase and take title to those certain parcels of vacant land comprising approximately 48 acres of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, which real property is more particularly described as follows:

Land and premises described in Schedule A-1 attached and depicted in Schedule A-2 attached (being Tax Parcel No. 70-09-07-400-004; commonly known as 12816 90th Avenue, Allendale, Michigan, and Tax Parcel No. 70-09-18-200-020; commonly known as 12650 90th Avenue, Allendale, Michigan).

(the “Premises”).

2. **Purchase Price.** The purchase price of the Premises shall be Two Hundred Eighty Thousand and no/100 (\$280,000.00) Dollars (“Purchase Price”) which shall be paid at Closing by Purchaser’s check drawn or wired funds on account of the Ottawa County Treasurer. The Seller and Purchaser have agreed that the Purchase Price represents Fair Market Value for the Premises, and a Statement of Just Compensation will be presented by Purchaser to Seller prior to or at Closing for acknowledgment that Fair Market Value is being paid to Seller for such Premises, and otherwise waiving provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

3. **Title.** Seller shall assist Purchaser with furnishing a commitment for the issuance of a policy of owner's title insurance ("Title Commitment") from a title insurer of Purchaser's choice (the "Title Company") covering the Premises and showing title vested in Seller, subject only to the Permitted Exceptions (as defined below) and exceptions which may be approved in writing by Purchaser prior to the expiration of the Review Period (as defined below), which exceptions shall thereby become Permitted Exceptions. The Title Commitment shall propose to issue to Purchaser an ALTA Form-B Owner's Policy without standard exceptions (at Purchaser's election) in the full amount of the Purchase Price showing the status of title to the Premises. The cost of the Title Commitment shall be paid by Purchaser. A copy of the vesting Deed to Seller is attached as Schedule B, and the sketch map of the Premises is attached as Schedule A-2.

The Title Commitment shall disclose Purchaser as the proposed insured and shall be in an amount equal to the Purchase Price. If the Title Commitment discloses any exceptions other than the Permitted Exceptions, either as set forth below or as approved in writing by Purchaser, Seller shall make arrangements to cause any such objectionable exceptions to be deleted from the Title Commitment or to be insured over by the Title Company at Closing. If Seller does not effect such arrangements to make reasonable efforts to remove objectionable exceptions and advise Purchaser thereof in writing on or before 5:00 p.m., local time, of the date which is five (5) days after the date that Purchaser advises Seller in writing of Purchaser's disapproval of one or more title exceptions, Purchaser, as its only remedies, may then elect either to waive its disapproval of such exceptions and close subject thereto, or to terminate this Agreement. In addition to the foregoing, if, prior to 5:00 p.m., local time, on the date of the expiration of the Review Period, Purchaser does not notify Seller in writing that Purchaser objects to any Exceptions set forth in the Title Commitment, Purchaser shall be deemed to have accepted the state of title to the Premises as set forth in the Title Commitment and the parties shall proceed to close this transaction. On the Closing Date (as defined below), Seller shall convey by Warranty Deed title to the Premises free from defects, exceptions and encumbrances except for the following (collectively, the "Permitted Exceptions"):

- (a) General real estate taxes which are not yet due and payable;
- (b) Exceptions to title relating to any matters created by, through or under the acts (or omissions to act) of Purchaser, its successors and/or assigns, commissioners, officers, employees, agents, contractors, licensees, or engineers, or any of them or any party acting by, through or under any of them, including, without limitation, any acts or omissions in connection with the Investigations (as defined below);
- (c) Exceptions or encumbrances to title with respect to which the Title Company commits to insure against loss that may be sustained by Purchaser by reason of such exceptions or encumbrances to title;
- (d) All easements, road right-of-way agreements and restrictions of record provided such restrictions do not prohibit the Purchaser's use of the Premises for public recreational and conservation uses;
- (e) Any other exceptions to title approved in writing by Purchaser; and

(f) Any matters which would be disclosed by an accurate survey and inspection of the Premises.

4. **Obligations to Close.**

(a) Provided that Purchaser has not terminated this Agreement pursuant to Paragraphs 3, 5 and 9 of this Agreement, Purchaser's obligation hereunder to close shall be subject only to (i) the Premises being in substantially the same condition on the Closing Date as it is on the date of this Agreement; (ii) the title to the Premises being free from defects and encumbrances, except for the Permitted Exceptions or as otherwise expressly provided herein; (iii) Purchaser's Board of Commissioners shall have approved the purchase of the Premises at least 10 days prior to the Closing Date; and (iv) Allendale Charter Township, by its appropriate official, will have provided a land division approval in accordance with applicable law (if there will be a land division of a parent parcel) or there is a statutory exemption for this transaction. If all such conditions are not fulfilled, Purchaser shall have the option to terminate this Agreement on or before the Closing Date by written notice given to the other party stating the reason for such termination, and both parties shall be relieved of all further liability hereunder except as expressly provided herein.

(b) Prior to Closing, Seller agrees that it: (i) may enter into a written farmland lease agreement, in a form acceptable to Purchaser, with **VICTORY FARMS LLC**, a Michigan limited liability company (the "Lease"); (ii) shall continue to operate and manage the Premises in the ordinary course of Seller's past business practices; and (iii) shall not, without Purchaser's prior written consent, which, may be withheld in Purchaser's sole discretion, amend, assign, consent to an assignment or sublease, or terminate the Lease.

5. **Investigations by Purchaser.**

(a) Prior to forty-five (45) days after the date first appearing above, (the "Review Period"), or such earlier date as Purchaser closes the purchase of the Premises, Purchaser shall have the right, at its sole cost and expense (unless otherwise specified herein), to perform whatever investigations and studies of the Premises that Purchaser deems reasonably advisable and appropriate (collectively, the "Investigations"). At Purchaser's option, the Investigations shall include but not be limited to Purchaser's right to determine the status of title to the Premises (in accordance with Paragraph 3 above), to perform a survey of the Premises and to have a qualified independent consultant, chosen by Purchaser (the "Consultant"), enter upon the Premises upon forty-eight (48) hours' prior notice to Seller in order to inspect the Premises. Seller agrees to use reasonable efforts to cooperate with Purchaser's Consultant. Notwithstanding anything to the contrary herein contained, under no circumstances shall Purchaser perform any invasive tests without Seller's prior written consent (which shall not be unreasonably withheld but may be conditioned). Notwithstanding anything to the contrary contained herein, Purchaser shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason, including but not limited to adverse results of the Investigations, by causing written notice of termination to be provided to Seller on or before 5:00 p.m., local time, on the date of the expiration of the Review Period. In such event, Purchaser, except as required by court order, shall disclose to no one, publicly or privately, any information with respect to the Premises supplied by Seller or developed

by or for Purchaser, or Purchaser's reason or reasons for terminating this Agreement. In such event, this non-disclosure agreement, covenant and obligation shall be a continuing agreement, covenant and obligation of Purchaser which shall survive the termination of this Agreement. In such event, except as otherwise expressly provided, neither party shall have any further liability nor obligation to the other under this Agreement except as set forth herein;

(b) Except as otherwise provided herein, the Investigations shall be conducted at Purchaser's sole risk and expense. Purchaser hereby forever indemnifies Seller from and against any and all liability suffered by Seller as a result of Purchaser's or Consultant's (or their employees', agents', subcontractors' or representatives') activities upon the Premises, including without limitation, the cost of correcting or compensating for injuries to persons, the Premises, the environment, and any natural resources, and any fines or penalties arising out of or incidental to the performance of the Investigations. Following the Investigations, the Premises shall be restored, insofar as reasonably possible, by Purchaser to the condition that existed prior thereto. The obligations of Purchaser contained herein shall be continuing agreements, covenants and obligations of Purchaser that survive the Closing and the termination of this Agreement.

6. **Closing.** The closing of the transaction contemplated hereunder ("Closing") shall take place at the offices of Purchaser at the Fillmore Complex, 12220 Fillmore Street, West Olive, Michigan, (or the offices of the Title Company providing the title investigations, if mutually agreed to by the parties), on or after June 18, 2021, or such other mutually acceptable date as the parties may hereafter agree upon in writing, but in no event later than July 16, 2021 ("Closing Date"). Notwithstanding the foregoing, the parties hereby agree that the Closing Date shall be extended for the required period to allow Seller to clear any objectionable title exception pursuant to Paragraph 3 above.

At the Closing:

(a) Seller shall execute and deliver, or cause to be executed and delivered, a Warranty Deed, in a form reasonably acceptable to Purchaser, conveying the Premises to Purchaser, free and clear of all mortgage liens and encumbrances, subject only to the Permitted Exceptions, which may disclaim any warranty with respect to the number of land division rights.

(b) Seller shall execute and deliver, or cause to be executed and delivered, an Affidavit of Title in favor of Purchaser;

(c) Seller shall execute and deliver, or cause to be executed and delivered, a certificate pursuant to the Foreign Investment in Real Property Transfer Act;

(d) Seller shall execute and deliver, or cause to be executed and delivered, a 1099 Solicitation Form;

(e) Purchaser and Seller shall execute and deliver an ALTA Settlement Statement as required by the title company involved in the Closing;

(f) Seller and Purchaser shall jointly execute and deliver a Closing Statement;

(g) Seller shall execute such waivers relating to federal and state laws concerning process and procedures for acquisition of land by a public body as are reasonably requested by Purchaser;

(h) Seller and Purchaser shall each deliver to the other such other documents and instruments as may reasonably be required by the other party or the Title Company involved in the Closing that may be necessary to close this transaction and enable the parties to complete the Closing, and to enable Purchaser to be issued a Title Insurance Policy with Permitted Exceptions only;

(i) The Purchaser (or if closed at a Title Company office, the Title Company) shall complete the Closing and record the Deed and other applicable closing documents;

(j) Purchaser shall pay any transfer taxes in connection with the sale of the Premises and shall pay to record the Deed to it from Seller. Any and all costs and fees charged by the Title Company for the title examination, the Title Commitment, the issuance of an Owner's title insurance policy (including any and all endorsements), shall be paid by Purchaser, and the Title Company's closing and escrow fees, if any, shall be paid by Purchaser (the "Closing Costs").

(k) Seller shall deliver possession of the Premises to Purchaser as of Closing, vacant as to any tenants or outstanding possessory interests (or as otherwise agreed to in writing by Purchaser, at or prior to Closing).

(l) Seller and Purchaser shall execute an assignment of the Lease and all rents due and to become due thereunder in a form reasonable acceptable to Purchaser.

7. **Apportionment and Adjustment.** The following items are to be apportioned to and adjusted between Seller and Purchaser as of the Closing Date and are to be fully assumed and paid thereafter by Purchaser:

(a) All utilities (if any);

(b) All other public or governmental charges or assessments against the Premises which are or may be payable (including, without limitation, other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent hereto, with Seller being responsible for any installments of assessments due prior to the Closing Date and Purchaser responsible for any installments due on or after the Closing Date);

The adjustment of all such items shall be determined by apportionment as of the Closing Date (the "Apportionment Time"). If any refunds of real estate and personal property taxes or special assessments, water rates and charges or sewer taxes and rents shall be made after the Closing Date, the same shall be held in trust by Seller or Purchaser, as the case may be, and shall first be applied to the unreimbursed costs incurred in obtaining the same, and the balance, if any

shall be paid to Seller (for the period prior to the Apportionment Time) and to Purchaser (for the period after the Apportionment Time).

Notwithstanding anything to the contrary herein, Seller shall pay in full all general taxes billed against the Premises prior to Closing and shall furnish adequate proof of payment to Purchaser prior to Closing. Seller shall pay in full all outstanding special assessments, if any, against the Premises. Taxes billed during calendar year 2021 shall be prorated as of Closing on a calendar year basis. For purposes of this Paragraph, it is understood and agreed that all real estate taxes billed during a calendar year are real estate taxes for that calendar year.

8. **Default Remedies.**

(a) In the event Seller fails to keep or perform any of the covenants or obligations to be kept or performed by Seller under this Agreement (“Seller’s Default”), and the same shall continue for ten (10) days following written notice thereof to Seller from Purchaser specifying such default, Purchaser may (i) terminate this Agreement, or (ii) enforce Seller’s obligations hereunder by a suit for specific performance; and such additional relief as may be granted by such court;

(b) In the event Purchaser fails to keep or perform any of the covenants or obligations to be kept or performed by Purchaser under this Agreement (“Purchaser’s Default”) and the same shall continue for ten (10) days following written notice thereof to Purchaser from Seller specifying such default, Seller may (i) terminate this Agreement, or (ii) enforce Seller’s rights and remedies provided at law or in equity;

(c) In the event either party has defaulted in any of its obligations under this Agreement, and if Seller or Purchaser elect to rescind or terminate this Agreement, then the offending party shall be liable to the offending party for the non-offending party’s actual and reasonable attorneys’ fees.

9. **Condition of the Premises.** Possession of the Premises shall be delivered by Seller to Purchaser at Closing. Purchaser agrees to accept the Premises at such time on an “AS-IS,” “WHERE IS,” and “WITH ALL FAULTS” basis and condition, and Seller shall have no obligation to remediate or improve the Premises, including, but not limited to, the environmental condition of the Premises, or any existing improvements located thereon, subject to the representations made in Paragraph 10. Seller shall have the right, but not the obligation, at any time prior to Closing hereunder to remove from the Premises all of Seller’s personal property, machinery, equipment, trade fixtures, scrap metal, and signs, which shall remain Seller’s property. Any such property currently located on the Premises as of the execution of this Agreement and not removed by Seller prior to Closing shall become the property of Purchaser, and be deemed to have been abandoned.

10. **Environmental Representation.** Seller makes no representations or warranties as to the environmental condition of the Premises and Purchaser has made its own inspection and environmental assessment of the Premises. Purchaser has conducted, by its Consultant, the Investigations it has desired and intends to proceed to Closing in accordance with the provisions stated in Paragraph 9 above. Notwithstanding the foregoing in this Paragraph, Seller represents

and warrants to Purchaser that it has no knowledge of any buried tanks utilized for petroleum product storage on the Premises or hazardous waste material buried on the Premises and not disclosed to Purchaser as of the date of this Agreement. Seller acknowledges and agrees that this representation shall survive Closing.

11. **Governmental Requirements.** The parties acknowledge that the Premises are intended for public ownership and use as determined by the Purchaser. If a dwelling or other building exists on the Premises, it will be vacant of all occupants as of Closing and appropriate Disclosure Statements will be utilized as of Closing. Seller further agrees and represents that it will not enter into any leases, options or agreements concerning any interest in the Premises after execution of this Agreement and that as of Closing, except for Permitted Encumbrances, there will be no outstanding agreements, leases, or licenses concerning the use, possession, or rights of use to such Premises, and that there are no buried storage tanks in the Premises.

12. **Waiver of Just Compensation.** Seller acknowledges that the price stated in this Agreement is fair and equitable and was arrived at by Seller's consent to the price, and Seller agrees to execute as of Closing, if requested by Purchaser, documents deemed necessary and appropriate by Purchaser to disclose Seller's consent to such Purchase Price and stating that it is **JUST COMPENSATION** for said Premises, in accordance with applicable law. If Seller has agreed to make a donation of any part of the Fair Market Value of the Premises to Purchaser, an appropriate receipt for such donation will be provided at Closing.

13. **Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. The Purchaser may not assign any of its rights or interests hereunder without first obtaining the prior written consent of Seller.

14. **Cumulative Rights.** All rights, privileges, and remedies of each of the parties provided for in this Agreement shall be cumulative, and the exercise of one remedy provided for in any Paragraph of this Agreement shall not be deemed to be a waiver of all or any other rights, remedies, or privileges provided for herein.

15. **Independent Contractors.** It is expressly understood and agreed that each party hereto is an independent contracting party and that in no event shall this Agreement be construed as creating a joint venture or partnership.

16. **Alteration.** This Agreement embodies the complete agreement between the parties hereto and cannot be altered, changed, or modified except by written instrument executed by each of Purchaser and Seller.

17. **Notice.** Every notice, demand, or other document or instrument required or permitted to be served upon either of the parties hereto shall be in writing and be deemed to have been duly served either:

- (a) When personally delivered;

(b) One (1) business day after deposit with Federal Express or other overnight courier; or

(c) Three (3) business days after being mailed by certified United States Mail, postage prepaid, return receipt requested, addressed to the parties at the addresses stated below:

To Purchaser:

Mr. Jason D. Shamblin, Director
Ottawa County Parks & Recreation Commission
12220 Fillmore Street
West Olive MI 49460
Telephone: (616) 738-4808

With a copy to:

Thomas M. Boven, Esq.
Scholten Fant, Attorneys
P. O. Box 454
Grand Haven MI 49417-0454

To Seller:

Attn: Robert Beekman
H. Walcott Family Farms, LLC
P. O. Box 56
11267 68th Avenue
Allendale, MI 49401

18. **Special Conditions.** If this Agreement is not fully executed by all parties by July 1, 2021, this Agreement shall be null and void. The terms of the letter attached hereto as Exhibit A are incorporated herein by reference.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

21. **Time of the Essence.** Time is of the essence in this Agreement and each and every term and condition hereof.

22. **Condemnation; Fire; Other Casualty.** Seller shall promptly notify Purchaser of any impending or actual condemnation proceedings against the Premises or any portion of the Premises of which Seller has actual notice or of any fire or other casualty to the Premises. If any material portion of the Premises shall be threatened to be taken as a result of condemnation

proceedings or be damaged as a result of fire or other casualty prior to the Closing, Purchaser shall have the right:


(a) To terminate this Agreement by written notice to Seller within ten (10) days after receipt of notice of such proceedings or damage, and, in such event, neither party shall have any further liability under this Agreement; or

(b) To proceed to Closing as provided in this Agreement, agreeing to take the Premises in its then current condition, and, in such event, Purchaser shall be entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or such damage.

If an immaterial portion of the Premises shall be threatened to be taken or be taken as a result of condemnation proceedings or be damaged as a result of fire or other casualty prior to the Closing, Purchaser shall proceed to Closing as provided in this Agreement, agreeing to take the Premises in their condemned or damaged condition, and, in such event, Purchaser shall be entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or damage.

The parties hereto have set their hands as of the date and year first above written.

H. WALCOTT FAMILY FARMS, LLC
a Michigan limited liability company

By: 
Robert Beekman
Its: Authorized Agent

- Seller -

COUNTY OF OTTAWA
a Michigan public body corporate

By: 
Jason D. Shamblin
Its: Director, Parks & Recreation
Commission

- as Purchaser --

Schedule A-1

Lands and premises situated in the **Township of Allendale, County of Ottawa and State of Michigan**, described as follows, to-wit:

PARCEL 1

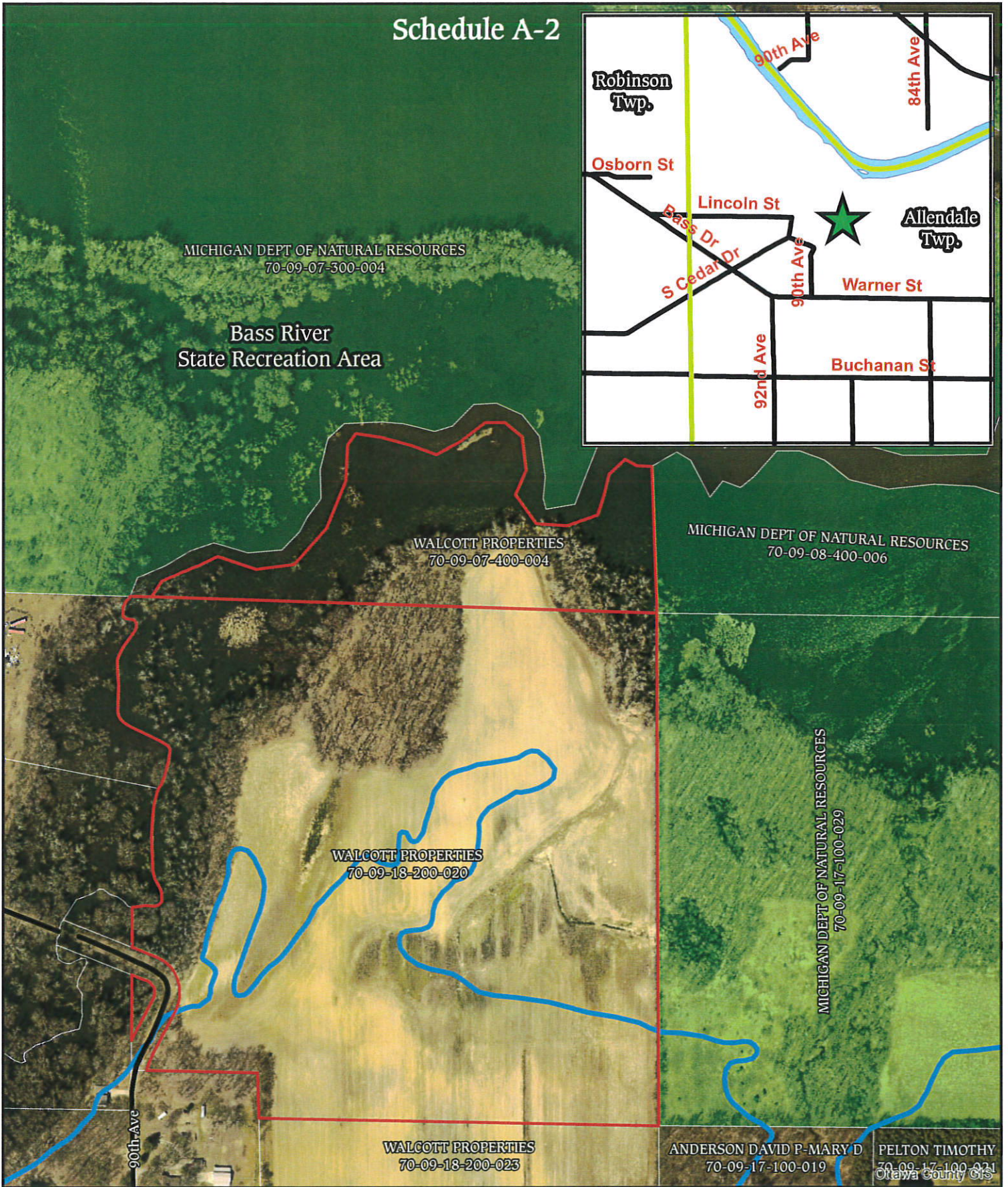
That part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Town 7 North Range 14 West, Allendale Township Ottawa County Michigan, lying South and East of Bass Creek. (Tax Parcel No. 70-09-07-400-004; commonly known as 12816 90th Avenue, Allendale, Michigan); and

PARCEL 2

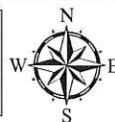
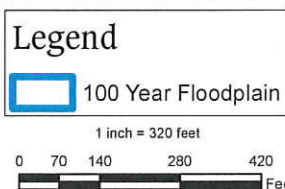
The Northeast 1/4 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, Allendale Township, Ottawa County, Michigan, except that part lying West and North of Bass Creek and also except the following described parcel of land: The West 330 feet of the South 1460.66 feet of the East 1/2 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, more particularly described as beginning at a point on the East and West 1/4 line that is 1023.22 feet North 88 degrees 11 minutes 35 seconds West of the East 1/4 corner of Section 18; thence North 88 degrees 11 minutes 35 seconds West along said East and West 1/4 line 330.00 feet; thence North 0 degrees 00 minutes East 1460.66 feet; thence South 88 degrees 11 minutes 35 seconds East 330.00 feet; thence South 0 degrees 00 minutes West 1460.66 feet to the point of beginning. (Tax Parcel No. 70-09-18-200-020; commonly known as 12650 90th Avenue, Allendale, Michigan)

(Provided, the Seller has agreed that Ottawa County, the Purchaser, may cause a land title survey to be prepared to confirm an accurate legal description of such parcels, prepared by a Registered P.E./Land Surveyor, according to standards of the ALTA. Such prepared legal description from the ALTA Survey shall be utilized in the Warranty Deed and the Title Insurance Commitment legal description as of Closing.)

Schedule A-2



Walcott Properties (47.83 Acres)
12650 & 12816 90th Ave.
Allendale, MI 49401
Location Map



Ottawa County Parks & Recreation Commission

Schedule B

See Attached Vesting Deeds

RECORDED

Quit-Claim Deed

DO NOT PUBLISH

OCT 26 AM 11:21

THIS INDENTURE, made this 24th day of OCTOBER, 1996,

WITNESSETH, That WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of Russell Walcott, Faith Walcott, Harold Walcott and Beverly Walcott, and its successors, and WALCOTT PROPERTIES, a Michigan Co-Partnership, comprised of Russell Walcott as Trustee of THE RUSSELL WALCOTT TRUST, Faith Walcott as Trustee of THE FAITH WALCOTT TRUST, Harold Walcott as Trustee of THE HAROLD WALCOTT TRUST and Beverly Kay Walcott as Trustee of THE BEVERLY KAY WALCOTT TRUST, all under Declarations of Trust dated December 29, 1994, c/o 11267 68th Avenue, Allendale, Michigan 49401, for the sum of NO DOLLARS, CONVEYS AND QUIT-CLAIMS to WALCOTT PROPERTIES, a Michigan Co-partnership, comprised of HAROLD WALCOTT as Trustee of THE HAROLD WALCOTT TRUST and BEVERLY KAY WALCOTT as Trustee of THE BEVERLY KAY WALCOTT TRUST, under Declarations of Trust dated December 29, 1994 of c/o 11267 68th Avenue, Allendale, Michigan 49401, the following described lands and premises situated in the TOWNSHIP OF ALLENDALE, COUNTY OF OTTAWA, STATE OF MICHIGAN:

The West 1/2 of the NW 1/4 of Section 20, Town 7 North, Range 14 West, except a parcel described as beginning at a point on the North line of Section 20 distant North 90° 00' 00" East 411.35 Feet from the Northwest Corner of Section 20 and proceeding thence North 90° 00' 00" East 330.00 Feet, thence South 00° 00' 00" East 660.00 Feet, thence North 90° 00' 00" West 330.00 Feet, thence North 00° 00' 00" West 660.00 feet to the point of beginning.

That part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 7, Town 7 North, Range 14 West lying South and East of Bass Creek. ALSO the East one-half (1/2) of the Northeast one-quarter (1/4) of Section 18, Town 7 North, Range 14 West EXCEPT that part lying West and North of Bass Creek and ALSO EXCEPT the following described parcel of land: The West 330 Feet of the South 1460.66 Feet of the East 1/2 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, more particularly described as beginning at a point on the East and West 1/4 line that is 1023.22 Feet North 88° 11' 35" West of the East 1/4 corner of Section 18, thence North 88° 11' 35" West along said East and West 1/4 line 330.00 Feet, thence North 0° 00' East 1460.66 Feet, thence South 88° 11' 35" East 330.00 Feet, thence South 0° 00' West 1460.66 Feet to the point of beginning.

The South 1/2 of the North 1/2 of the Southwest 1/4 and the North 40 rods of the East 43-15/100 acres of the South 1/2 of the Southwest 1/4 of Section 19, Town 7 North, Range 14 West, EXCEPT THEREFROM a parcel of land described as the North 834.84 Feet of the East 834.84 Feet of the above described parcel.

The East 1/2 of the West 1/2 and the West 1/4 of the East 1/2, all in the Northeast 1/4 of Section 32, Town 7 North, Range 14 West.

LOT 2 of WOLBRINK'S SUBDIVISION being a part of the EAST 1/2 of the SOUTHWEST 1/4 of SECTION 22, TOWN 7 NORTH, RANGE 14 WEST.

4 11:00 MORTGAGE

Farm Credit Services
PO Box 22067
Lansing 48909

AND the following described lands and premises situated in Robinson Township, County of Ottawa and State of Michigan:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 15 West.

The East 5/8 of the East 1/2 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except that part thereof described as commencing 33 Feet West of the intersection of the North line of highway M-50 and the East line of Section 24, thence North 180 Feet, thence West 242 Feet, thence South 180 Feet, thence East 242 Feet to the point of beginning.

The Northwest 1/4 of the Southeast 1/4, Section 24, Town 7 North, Range 15 West.

The East 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except a parcel described as commencing at a point on the South line of Section 24, distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence South 90° West 315.18 Feet, thence South 01° 40' East 599.98 Feet, thence North 90° East to the point of beginning.

The West 3/8ths of the East 1/2 of the Southeast 1/4 except a parcel of land described as commencing on the South line of Section 24 distant North 90° East 1305.18 Feet from the South 1/4 corner of Section 24 and proceeding thence North 01° 40' West 599.98 Feet, thence North 90° East 224.82 Feet, thence South 01° 40' East 599.98 Feet, thence South 90° West 224.82 Feet to the point of beginning.

The above transfers are subject to existing mortgages, which the Grantee agrees to assume.

This deed is exempt from the Michigan Real Estate Transfer Tax since the consideration is less than \$100.00. MCLA 207.505(a), MCLA 207.526(a)

This deed is given for the purpose of clarifying the succession in partnership interests in a partnership known as Walcott Properties, the current partners of which are the above named grantees.

Signed in the Presence of)
Terry TenBrink)
GB)
George E. Bauer)

Russell Walcott)
Russell Walcott)
Faith Walcott)
Faith Walcott)
Harold Walcott)
Harold Walcott)

Beverly Kay Walcott
Beverly Kay Walcott

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, as individuals.

GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission expires: 1/22/2001

WALCOTT PROPERTIES

Signed in the Presence of)
Terry Fenbrink)
Terry Fenbrink)
GB)
George E. Bauer)

Russell Walcott
Russell Walcott, Partner

Faith Walcott
Faith Walcott, Partner

Harold Walcott
Harold Walcott, Partner

Beverly Kay Walcott
Beverly Kay Walcott, Partner

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

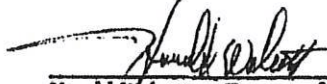
The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, FAITH WALCOTT, HAROLD WALCOTT and BEVERLY KAY WALCOTT, partners, on behalf of Walcott Properties, a Michigan Co-partnership.

GB
George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

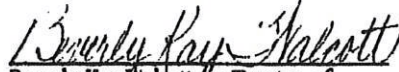
Signed in the Presence of)
Terry Fenbrink)
Terry Fenbrink)
GB)
George E. Bauer)

Russell Walcott
Russell Walcott, as Trustee of THE
RUSSELL WALCOTT TRUST

Faith Walcott
Faith Walcott, as Trustee of THE
FAITH WALCOTT TRUST



Harold Walcott, as Trustee of THE
HAROLD WALCOTT TRUST



Beverly Kay Walcott, as Trustee of
THE BEVERLY KAY WALCOTT TRUST

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1996, by RUSSELL WALCOTT, as Trustee of THE RUSSELL WALCOTT TRUST, FAITH WALCOTT, as Trustee of THE FAITH WALCOTT TRUST, HAROLD WALCOTT, as Trustee of THE HAROLD WALCOTT TRUST, and BEVERLY KAY WALCOTT, as Trustee of THE BEVERLY KAY WALCOTT, all under Declarations of Trust dated December 29, 1994, as partners of Walcott Properties, a Michigan Co-partnership, on behalf of Walcott Properties, a Michigan Co-Partnership.



George E. Bauer, Notary Public
Ottawa County, Michigan
My Commission Expires: 1/22/2001

PREPARED BY:
ROPER BAUER, P.C.
Attorneys at Law
246 River Avenue
Holland, MI 49423
(616) 396-3521

Quit-Claim Deed

DO NOT PUBLISH

THIS INDENTURE, made this 29th day of DECEMBER, 1994,

WITNESSETH, That WALCOTT ELEVATOR, a Michigan Co-partnership, of 11267 68th Avenue, Allendale, Michigan 49401, for the sum of NO DOLLARS, CONVEYS AND QUIT-CLAIMS to WALCOTT PROPERTIES, a Michigan Co-partnership, of 11267 68th Avenue, Allendale, Michigan 49401, the following described lands and premises situated in the TOWNSHIP OF ALLENDALE, COUNTY OF OTTAWA, STATE OF MICHIGAN:

The West 1/2 of the NW 1/4 of Section 20, Town 7 North, Range 14 West, except a parcel described as beginning at a point on the North line of Section 20 distant North 90° 00' 00" East 411.35 Feet from the Northwest Corner of Section 20 and proceeding thence North 90° 00' 00" East 330.00 Feet, thence South 00° 00' 00" East 660.00 Feet, thence North 90° 00' 00" West 330.00 Feet, thence North 00° 00' 00" West 660.00 feet to the point of beginning.

That part of the Southeast one-quarter (1/4) of the Southeast one-quarter (1/4) of Section 7, Town 7 North, Range 14 West lying South and East of Bass Creek. ALSO the East one-half (1/2) of the Northeast one-quarter (1/4) of Section 18, Town 7 North, Range 14 West EXCEPT that part lying West and North of Bass Creek and ALSO EXCEPT the following described parcel of land: The West 330 Feet of the South 1460.66 Feet of the East 1/2 of the Northeast 1/4 of Section 18, Town 7 North, Range 14 West, more particularly described as beginning at a point on the East and West 1/4 line that is 1023.22 Feet North 88° 11' 35" West of the East 1/4 corner of Section 18, thence North 88° 11' 35" West along said East and West 1/4 line 330.00 Feet, thence North 0° 00' East 1460.66 Feet, thence South 88° 11' 35" East 330.00 Feet, thence South 0° 00' West 1460.66 Feet to the point of beginning.

The South 1/2 of the North 1/2 of the Southwest 1/4 and the North 40 rods of the East 43-15/100 acres of the South 1/2 of the Southwest 1/4 of Section 19, Town 7 North, Range 14 West, EXCEPT THEREFROM a parcel of land described as the North 834.84 Feet of the East 834.84 Feet of the above described parcel.

The East 1/2 of the West 1/2 and the West 1/4 of the East 1/2, all in the Northeast 1/4 of Section 32, Town 7 North, Range 14 West.

LOT 2 of WOLBRINK'S SUBDIVISION being a part of the EAST 1/2 of the SOUTHWEST 1/4 of SECTION 22, TOWN 7 NORTH, RANGE 14 WEST.

RECORDED

95 JAN -5 PM 12:01
[Signature]
 REGISTER OF DEEDS
 OTTAWA COUNTY, MI

AND the following described lands and premises situated in Robinson Township, County of Ottawa and State of Michigan:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 35, Town 7 North, Range 15 West.

The East 5/8 of the East 1/2 of the Southeast 1/4 of Section 24, Town 7 North, Range 15 West, except that part thereof described as commencing 33 Feet West of the intersection of the North line of highway M-50 and the East line of Section 24, thence North 180 Feet, thence West 242 Feet, thence South 180 Feet, thence East 242 Feet to the point of beginning.

The Northwest 1/4 of the Southeast 1/4, Section 24, Town 7 North, Range 15 West.

Exhibit A

See Attached Letter



Ottawa County Parks & Recreation Commission

May 3, 2021

Jason D. Shamblin
Director
Commission Members

Kelly N. Rice
President

Jane Longstreet
Vice President

Philip Kuyers
Secretary

Joe Bush

Greg J. DeJong

Tom Elhart

Kate Harmon

Lukas Hill

Jim Holtvluwer

Linda McAffrey

Robert Beekman
H. Walcott Family Farms, LLC
11267 68th Ave.
Allendale, Mi. 49401

The Grand River Greenway is a model ecological and cultural corridor along the Grand River between Grand Haven and Grand Rapids being connected by the 36-mile Idema Explorers Trail. It will preserve significant natural, historical and cultural features as well as promote healthier, happier, and more vibrant communities.

The Walcott Family Farms, LLC has been instrumental in supporting the project through selling 48 acres of vacant land along the southeast side of the Bass River to the Ottawa County Parks and Recreation Commission which will allow a critical crossing of the Bass River.

In recognition of this support, the Parks Commission will install, in conjunction with the adjoining trail segment, a 24" H x 36" W informational sign depicting the natural and agricultural history of the area and recognizing the Walcott family's support of the local community as well as installing a Memorial Bench adjacent to the trail. The content of the sign, placement of signage as well as the location of the bench will be confirmed with the family representative prior to construction.

Jason D. Shamblin



Director

**Grand River Greenway Trail Real Estate
H. Walcott Family Farms, LLC
Parcel No. 70-09-07-400-004
Parcel No. 70-09-18-200-020**

COUNTY OF OTTAWA

By: _____ Witnessed: _____
Roger A. Bergman, Chairperson
Board of Commissioners

By: _____ Witnessed: _____
Justin F. Roebuck, County Clerk/Register

Action Request

Electronic Submission – Contract # 1224



Committee: PLANNING AND POLICY

Meeting Date: 5/18/2021

Vendor/3rd Party: CITY OF HOLLAND

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: RENEW LEASE WITH THE CITY OF HOLLAND FOR TUNNEL PARK

Suggested Motion:

To approve and forward to the Board of Commissioners the Lease Agreement with the City of Holland to provide for the Park Commission's management of property adjacent to Tunnel Park for a 20-year period at a cost of \$500.

Summary of Request:

In March of 1989, the Ottawa County Parks Commission (the Commission) and the City of Holland Board of Public Works (HBPW) executed a 20-year lease agreement to enable public park access to 200 feet of Lake Michigan frontage and the grassy open area extending to Lakeshore Drive, owned by HBPW north of Tunnel Park, as well as an area east of Lakeshore Drive used for overflow parking. The agreement has been renewed once for 10 years.

This agreement has worked extremely well in helping the Commission provide important access to Lake Michigan for Ottawa County residents and visitors. Not only is the beach frontage popular, but the additional space for picnicking, volleyball, and related recreational activities has been well used and enjoyed by park visitors. We greatly value the foresight of HBPW and the City Council in embracing this partnership at no annual cost.

Staff, in conjunction with HBPW, have evaluated the lease and updated the proposed agreement with similar terms to allow us to continue this valuable service. The agreement has been reviewed and approved by the County's Corporation Council.

We continue to see growing demand for access to Lake Michigan, making this agreement very important to maximize public benefit.

Although there is no annual rent, the agreement does stipulate that we will cover HBPW's legal fees in the preparation of the agreement, which will not exceed Five Hundred Dollars (\$500.00)

The County's Corporation Council has reviewed and approved the lease.

Financial Information:

Total Cost: \$500.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/18/2021

LEASE AGREEMENT:

THIS LEASE, dated April 21, 2021, is between the City of Holland, a Michigan Municipal corporation of Ottawa and Allegan Counties, Michigan, acting by and through its Holland Board of Public Works, whose address is 625 Hastings Avenue, Holland, Michigan 49423 ("**Lessor**"), and the County of Ottawa, a Michigan municipal corporation of 12220 Fillmore Street, West Olive, MI 49460 ("**Lessee**").

WITNESSETH:

1. Leased Premises; Term.

(a) Lessor leases to Lessee, subject to the terms and conditions of this Lease, the real estate described on **Exhibit A** and as depicted on the drawing attached as **Exhibit A-1** which is attached hereto ("**Premises**"). This Lease shall be subject, however, to encumbrances, conditions, covenants, easements, restrictions and rights-of-way, whether or not of record, affecting the Premises; to such matters as might be disclosed by inspection or survey; and to zoning ordinances and other laws, ordinances and regulations applicable to the Premises. The use of the Premises by Lessee shall, however, be subject to the rights reserved to the Lessor to use the access road located on the portion of the Premises on the west side of Lakeshore Drive for ingress and egress to the pump station and as necessary to operate, maintain and/or improve the water treatment plant infrastructure located on the site. Lessee's use of the Premises shall not unreasonably interfere with Lessor's use of the access road.

(b) This lease shall be for a term of twenty (20) years, beginning May 1, 2021, and ending on April 30, 2041 (the "**Term**"), unless sooner terminated as hereinafter set forth.

2. Rent. Lessee shall pay to Lessor, as Rent for the Term, the sum of One Dollar (\$1.00) upon the signing of this Lease.

3. Additional Consideration. Lessee shall reimburse the Lessor for the legal fees of costs incurred in the preparation of this Lease, which shall not exceed Five Hundred Dollars (\$500.00).

4. Use of Premises. Lessee shall use and occupy the Premises for general park purposes as part of Lessee's operation of Tunnel Park, consistent with the Master Plan for Tunnel Park as filed with the Lessor. In the event of any amendment or modification of the Master Plan for Tunnel Park, the proposed use, amendment, or modification of the Premises by Lessee shall be approved by Lessor prior to the change, amendment, or modification. Lessee shall not use the Premises, or permit the Premises to be used, for the doing of any act or thing that constitutes a violation of any law, ordinance, or regulation of any government authority; nor shall Lessee in any manner deface or injure the Premises, or permit any noise or odor that would be objectionable to third parties not on the Premises, nor any hazardous material or contaminant to be emitted or spilled, or permit anything to be done on the Premises tending to create a health hazard or nuisance or to disturb others or to injure the Premises. In the event the Lessor determines that nuisance conditions exist relating to the Premises, upon notice by the Lessor, the Lessee shall adopt such rules and regulations relating to the use of the Premises for park purposes to reduce, control, or abate such nuisance activity.

Lessee shall, at its expense, promptly place and keep the Premises in compliance with all laws, ordinances, orders, or regulations affecting its use or occupancy.

5. Condition of Premises; Lessor's Representations.

(a) Lessee hereby accepts the Premises in an "as is" condition on the date of this Lease subject to the provisions of Section 1(a) of this Agreement.

(b) Lessor hereby represents and warrants unto Lessee the following:

(i) Lessor has the full power and authority to execute, deliver, and perform its obligations under this Lease.

(ii) Lessor holds good and marketable title to the Premises, subject to easements and restrictions of record.

(iii) The execution and delivery of this Lease shall not be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument or document to which Lessor is a party.

6. Maintenance and Repair. Lessee, at its expense, shall maintain the Premises in a clean and attractive condition comparable to the other parks operated by Lessee. Lessee shall conduct lawn mowing and landscaping on the Premises (including that portion of the Premises located south of Lessor's water treatment plant) in a manner which is consistent with the lawn mowing by Lessor of the grass and landscaping for the water treatment plant.

Lessee shall pay all costs for utility charges for the use of the Premises, including water charges for the sprinkling system presently located on the Premises and the cost of installing metering equipment for the sprinkling system. Lessee shall maintain and repair the sprinkling system presently on the Premises in good condition, but may disconnect and/or alter portions of the sprinkler system as it deems appropriate. Lessee shall operate the sprinkling system to maintain the Premises in an attractive condition reasonably consistent with the standards established by Lessor for its water treatment plant. Lessee will also maintain and repair the boundary fencing which currently exists on the leased Premises.

7. Covenant Against Liens. Nothing in this Lease shall authorize Lessee to, and Lessee shall not do, any act which will in any way encumber the title of Lessor in and to the Premises, nor shall the interest or estate of Lessor in the Premises be in any way subject to any claim whatsoever by virtue of any act or omission of Lessee. Except as otherwise provided by law, any claim to a lien upon the Premises arising from any act or omission of Lessee shall be valid only against Lessee and shall in all respects be subordinate to the title and rights of Lessor, and any person claiming through Lessor, in and to the Premises. Lessee shall remove any lien or encumbrance on its interest in the Premises within 10 days after it has arisen; provided, however, that Lessee may in good faith contest any such item if he posts a bond or other adequate security with Lessor.

8. Indemnification; Lessee's Property.

(a) Lessee agrees to hold harmless Lessor, and its respective officers, invitees, licensees, customers, guests, agents, contractors and employees, and to indemnify Lessor, and its respective officers, invitees, licensees, customers, guests, agents, contractors and employees, against all claims, actions, losses, damages, costs (including, but not limited to, actual attorneys' fees and costs), expenses, and liability for injuries to all persons, including, but not limited to, employees of Lessor and Lessee, and for damage to any personal property occurring in or about the Premises arising from the activities of Lessee, its successors, assigns, agents, servants or employees, on the Premises, or due to (i) Lessee's use or occupancy of the Premises; (ii) the breach by Lessee of any representation, warranty, covenant or condition of this Lease; or (iii) the negligence of Lessee.

(b) Lessee shall bring or keep personal property upon the Premises solely at its own risk,

and Lessor shall not be liable for any damages thereto or any theft thereof. Lessee shall maintain a policy of insurance against risk of loss from any cause whatsoever to all Lessee's personal property, to the full extent of its replacement cost, which policy of insurance shall contain a clause or endorsement under which the insurer waives, or permits the waiver by Lessee of all rights of subrogation against Lessor, and its officers, agents, employees, customers, invitees, guests, or licensees, with respect to losses payable under such policy, and Lessee hereby waives all right of recovery which it might otherwise have against Lessor, and its officers, agents, employees, customers, invitees, guests, or licensees, for any damage to Lessee's personal property which is (or by the terms of this Lease is required to be) covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of Lessor, or its officers, agents, employees, customers, invitees, guests, or licensees. Any deductible amount included in such policy shall be treated as though it were recoverable under the policy. Lessee shall indemnify and hold Lessor, and its officers, agents, employees, customers, invitees, guests, or licensees harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including actual attorneys' fees, paid or incurred, as a result of or in connection with any claim based upon or related to loss or damage to the personal property of third parties stored on the Premises.

9. Assignment and Subletting. Lessee shall not without the prior written consent of Lessor,

(a) assign, pledge or mortgage this Lease or any interest hereunder;

(b) permit any assignment hereof by operation of law; or

(c) permit the use of the Premises by any party which is inconsistent with the permitted uses specified in Section 4 of this Agreement.

10. Expenses of Enforcement; Lessor Costs.

(a) Except as otherwise set forth herein, Lessee shall pay all reasonable attorneys' fees and expenses incurred by the Lessor in enforcing any of the obligations under this Lease.

(b) If Lessor, in connection with any default by Lessee, makes any expenditure or incurs any obligations for the payment of money, including, but not limited to, actual attorneys' fees and costs incurred in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred, together with interest, shall be deemed to be Additional Rent hereunder and shall be paid by Lessee to Lessor upon demand.

11. Lessor's Remedies. If default shall be made in the performance of any of the covenants or conditions which Lessee is required to observe and perform under this Lease for a period of thirty (30) days, or if the interest of Lessee in this Lease shall be levied upon under execution or other legal process, or if any petition shall be filed by or against Lessee in a court of bankruptcy, or if Lessee shall be declared insolvent according to law, or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if Lessee shall abandon or vacate the Premises during the Term of this Lease, then Lessor may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon may, at its option, without notice or demand of any kind to Lessee or any other person, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Terminate this Lease, repossess the Premises in accordance with the provisions of Section 12 hereof;

(b) Terminate Lessee's right of possession and repossess the Premises without demand or notice of any kind to Lessee;

(c) Have specific performance of Lessee's obligations; and/or

(d) Cure the default and recover the cost of curing as Additional Rent due on demand.

12. Termination; Surrender of Possession. Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Lessee shall:

(a) Restore the Premises to the same condition in which it was in at the beginning of the Term (except for reasonable wear and tear on the Premises) and repair any damage to the Premises caused by its removal of all personal property from the Premises. Lessee's obligation to restore the Premises to the condition which existed, at the inception of this Lease, shall include but not be limited to the removal of the fencing constructed for the pump station building, the reconstruction of the fencing as existed prior to the date of this Lease; and the removal and restoration of any structures, fixtures, or buildings constructed during the Lease term. In the event the Lessee fails to restore the Premises to its original condition, the Lessor may restore the Premises, with the costs thereof to be paid by Lessee as additional rent.

(b) Surrender possession of the Premises to Lessor.

If Lessee shall fail or refuse to restore the Premises as hereinabove provided, Lessor may do so and recover its cost for so doing. If Lessee shall fail or refuse to comply with Lessee's duty to remove all personal property from the Premises upon the expiration or termination of this Lease, the parties hereto agree and stipulate that Lessor may, with or without accepting title thereto, keep or remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Lessor shall choose without incurring liability to Lessee. Lessee shall immediately reimburse Lessor for all costs of removal, storage, destruction or disposal of such items. In no event shall Lessor ever become or be charged with the duties of a bailee of any personal property of Lessee. The failure of Lessee to remove any personal property from the Premises shall forever bar Lessee from bringing any action or asserting any liability against Lessor with respect to any such Property which Lessee fails to remove.

If Lessee shall fail or refuse to surrender possession of the Premises to Lessor upon termination or expiration of this Lease, Lessor may immediately, without notice, re-enter the Premises and dispossess all persons and effects therefrom, using such force as may be necessary. Lessor shall also be entitled to such other remedies as may be provided to it by law or in equity.

13. Holding Over. Lessee acknowledges that its holding over beyond the time of the termination or expiration of this Lease will cause Lessor additional expense which may be difficult to prove in a legal proceeding. If Lessee shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Lessee shall acquire no rights with respect to the Premises. Lessee shall, however, pay Lessor, as liquidated damages, and not as a penalty, the sum of \$3,000 per month as hold over rent of the Premises. The provisions of this clause shall not operate as a waiver by Lessor of any right it may otherwise enjoy.

14. Eminent Domain. If all or any part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, if any adjacent Property or street shall be condemned or improved in a manner that requires the use of any part of the Premises, the Term of this Lease shall, at the option of either party, end as of the date of the actual taking, without apportionment to Lessee of any portion of the award or damages. Otherwise, this Lease shall remain in full force and effect without apportionment to Lessee of any portion of the award or damages.

If the leasehold interest vested in Lessee by this Lease shall be condemned or taken in any manner, Lessor's obligations under this Lease shall terminate as of the date of such condemnation or taking.

Lessee agrees that during the term of this Lease or any extension thereof, that Lessee shall not

exercise any rights of eminent domain over the Premises.

15. No Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed.

All rights and remedies of the parties under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

16. Insurance. Lessor and Lessee intend that the risk of loss or damages as described herein shall be borne by Lessee.

(a) Lessee shall, at its expense, insure the Premises against loss or damage under a policy or policies of "all risk" fire and casualty coverage insurance, to the full insurable value, underwritten by such carriers and on such other terms and conditions as Lessor shall approve. Lessor, the City of Holland, Board of Public Works, their employees, officers, officials and agents, shall be named as additional insureds in such policy or policies.

(b) Lessee shall maintain workers' compensation insurance covering all of its employees to at least the statutory limit set forth under Michigan law, and a policy of general public liability insurance in an amount at least equal to One Million Dollars (\$1,000,000) single-limit coverage for Property damage, bodily injury or death. In addition, Lessee shall evidence coverage of an excess liability umbrella of not less than Two Million Dollars (\$2,000,000). Such policy of general public liability insurance shall name Lessor, the City of Holland, Board of Public Works, their employees, officers, officials and agents, as additional insureds and shall be underwritten by a carrier and on such other terms and conditions as Lessor shall approve.

(c) All policies of insurance required to be carried by this Lease Agreement shall provide, by endorsement or otherwise, that such insurance may not be canceled, terminated, amended or modified for any reason whatsoever, except upon thirty (30) days' prior written notice to Lessor. If a certificate is provided, it shall contain a statement substantially in the form of the first sentence of this subsection (c). Lessee's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Lessor to exercise any or all of the remedies as provided in this Lease in the event of Lessee's default.

(d) The Policy of liability insurance required of Lessee pursuant to this Lease shall contain a clause or endorsement under which the insurer waives all right of subrogation against the Lessor and/or its employees, with respect to losses payable under such policy. Each party hereby waives all right of recovery it might otherwise have, against the other party, its agents and employees, for any loss or injury which is covered by any policy of insurance, notwithstanding that such loss or injury may result from the negligence or fault of such other party, its agents, or employees.

17. Access to Premises. Lessor shall have the right to enter upon the premises for ingress/egress to the existing pump station at all times without notification. Lessor shall additionally have the right to enter upon the Premises at all reasonable business hours for the purpose of: inspecting them; performing any test on the Premises for future use of the Premises deemed necessary by Lessor; installation and/or maintenance of infrastructure necessary for the safe and efficient operation of the water treatment plant; and enforcing any of its rights or powers under this Lease. Whenever possible, Lessor shall give Lessee reasonable notice prior to entry for these purposes. Lessor shall also coordinate with Lessee to the extent practical on the scheduling of infrastructure maintenance and/or improvements at the site in order to minimize disruption of site usage by Lessee.

18. Taxes and Other Government Charges. In the event the Premises shall be subject to taxes, assessments, or other charges based upon Lessee's use of the Premises, Lessee shall pay, before any penalty or interest attaches, taxes, assessments, or other charges levied or assessed

against the Premises, and shall, upon written request, furnish to Lessor duplicate receipts thereof.

19. Hazardous Substances. Lessee shall not use the Premises for storing any material which may be deemed a Hazardous Substance without the prior written consent of Lessor. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining Lessor's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner during Lessee's occupancy of the Premises, which contamination is caused by Lessee, Lessee shall indemnify and hold harmless Lessor, and its officers, agents, employees, customers, invitees, guests, or licensees, from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, actual attorneys' fees and costs, consultant fees, and expert fees) arising during or after the Lease Term and arising as a result of that contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Lessee shall first obtain Lessor's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Michigan, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

20. Notices. All notices, bills or statements required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to the parties at their addresses at the addresses provided below. Either party may change its address for notices, bills or statements by giving notice of such change as hereinabove set forth.

City of Holland:

Holland Board of Public Works
Attn: Operations Director
625 Hastings Avenue
Holland, MI 49423

Ottawa County:

Ottawa County Parks & Recreation
Attn: Director
12220 Fillmore Street
West Olive, MI 49460

21. Heirs and Assigns. The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, distributees, executors and administrators, successors, and assigns.

22. Quiet Enjoyment. Lessor covenants and agrees with Lessee that upon Lessee's paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be performed and observed, Lessee may peaceably and quietly enjoy the Premises hereby leased.

23. Entire Agreement. This Lease represents the entire agreement between the parties. It may not be amended, altered or modified, unless done so in writing by both parties.

24. Pronouns. Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Lease that are singular shall be read as plural whenever the latter would so apply and vice versa.

25. Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in this state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

26. Termination for Convenience. Either Lessor or Lessee may terminate this Lease at any time for any reason or no reason upon not less than six (6) months prior written notice to the other party, and the respective party shall have no further rights or obligations under this Lease from and after the effective date of termination. In the event that Lessee should continue to occupy the Premises, or fail to return the Premises to its original condition as required pursuant to Section 12 hereof, Lessee shall be deemed to be a hold-over tenant, and shall pay to the Lessor the sum of \$3,000 per month for the continued occupation of the Premises until possession is delivered to Lessor or the Premises are returned to its original condition.

27. Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

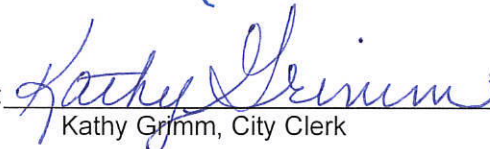
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IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

LESSOR:

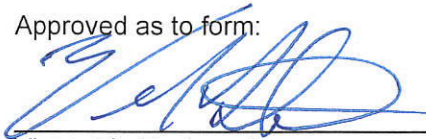
CITY OF HOLLAND, Acting by and through its Board of Public Works

By: 
Nathan Bocks, Mayor

By: 
Kathy Grimm, City Clerk

Date signed: April 21, 2021

Approved as to form:



Vincent L. Duckworth
Holland Deputy City Attorney
Date: April 16, 2021

LESSEE:

COUNTY OF OTTAWA

By: _____
Roger Bergman
Board of Commissioners Chairperson

By: _____
Justin Roebuck, County Clerk

Date signed: _____, 2021



EXHIBIT A

The Premises referred to is located in Park Township, Ottawa County, State of Michigan, and is described as follows:

Lots 34, 35, and 36 of Heneveld's Supervisor's Plat of Lakewood Homesites Subdivision, except for the fenced portion of the site that encompasses the current pump station building located on said lots and any future modification of that fenced area as determined by the sole discretion of the Landlord. Also, part of the west $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of Park township, commencing 2311.3 feet south of the northwest corner of said Township, thence south 100 feet; thence east 1290.5 feet; thence north 100 feet; thence west 1290 feet to the place of beginning, Section 21, Town 5 North, Range 16 West. Also that part of Park Township, Section 21, Township 5, Range 16 West, being the portion of the south 7.5 acres of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ lying northerly of Perry Street.

EXHIBIT A-1

LEASED PREMISES
OTTAWA COUNTY / CITY OF HOLLAND

