

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Tuesday, June 15, 2021
8:30 AM

Public Comment:

Consent Items:

1. Approval of the Agenda
2. Approval of the minutes from the [May 18, 2021](#) Planning and Policy Committee meeting.

Action Items:

1. [Resolution Supporting Passage of Legislation to Adopt 4-Year Terms for County Commissioners](#)
Suggested Motion:
To approve and forward to the Board of Commissioners to adopt the Resolution Supporting Passage of Legislation to Adopt 4-Year Terms for County Commissioners.
2. [Bend Area Expansion Phase III MNRTF Grant Agreement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition as part of the Bend Area Expansion Phase III project in Georgetown Township.
3. [Stearns Creek Expansion MNRTF Grant Agreement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition of the Stearns Creek Expansion project in Robinson Township.
4. [Idema Explorers Trail Stearns Bayou Connector Frett Easement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the purchase agreement for the Frett easement as required for construction of the Grand River Greenway Idema Explorers Trail in the amount of \$1,934.40 from the Parks millage.
5. [Purchase of Reenders' 66-acre parcel on I28th Avenue in Olive Township](#)
Suggested Motion:
To approve and forward to the Board of Commissioners to accept [or reject] the purchase price of \$700,000.00 for Reenders' 66-acre parcel on I28th Avenue in Olive Township.

Discussion Items:

1. Ombudsman
2. 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: May 18, 2021

TIME: 8:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Matthew Fenske, Philip Kuyers, Francisco Garcia, Allen Dannenberg, Gregory DeJong

STAFF & GUESTS: Alan Vanderberg, Administrator; John Shay, Deputy County Administrator; Karen Karasinski, Fiscal Services Director; Curt TerHaar, Coordinator of Park Planning & Development; Katie Sims, Clerk/Register's Office; Douglas Zylstra (by zoom); Media

SUBJECT: CONSENT ITEMS

PP 21-025 Motion: To approve the agenda of today as presented and amended adding Action Item #13 – COVID-19 American Rescue Plan Act Advisory Committee. To approve the minutes of the April 20, 2021 Planning and Policy Committee meeting as presented.
Moved by: Allen Dannenberg UNANIMOUS

SUBJECT: GRAND RIVER GREENWAY IDEMA EXPLORERS TRAIL EASEMENTS

PP 21-026 Motion: To approve and forward to the Board of Commissioners the following:

1. Reynolds Easement
2. Novakoski Easement
3. Deering Easement
4. Pelton Easement
5. Willson Easement
6. Root Easement
7. Knoper Easements
8. Ryan Glueck Easement
9. Robert and Carol Glueck Easements
10. Hoving Easement

as required for construction of the Grand River Greenway Idema Trail.
Moved by: Gregory DeJong UNANIMOUS

SUBJECT: GRAND RIVER GREENWAY TRAIL WALCOTT REAL ESTATE PURCHASE

PP 21-027 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.

Moved by: Gregory DeJong

UNANIMOUS

SUBJECT: RENEW LEASE WITH THE CITY OF HOLLAND FOR TUNNEL PARK

PP 21-028

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 \$500.

Moved by: Gregory DeJong

UNANIMOUS

SUBJECT: COVID-19 AMERICAN RESCUE PLAN ACT ADVISORY COMMITTEE

PP 21-029

Motion: To approve and forward to the Board of Commissioners the creation of the COVID-19 American Rescue Plan Act Advisory Committee.

Moved by: Matthew Fenske

UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Legislative Issues
 - a. Current Legislative Priorities – An update of the Current Legislative Priorities was presented by John Shay.
2. Commissioner Dannenberg asked about masks requirements. MIOSHA hasn't updated their order yet to match the CDC guidelines.

SUBJECT: ADJOURNMENT

PP 21-030

Motion: To adjourn at 9:29 a.m.

Moved by: Allen Dannenberg

UNANIMOUS

Action Request



Committee: Planning and Policy Committee

Meeting Date: 06/15/2021

Requesting Department: Administrator's Office

Submitted By: John Shay

Agenda Item: Resolution Supporting Passage of Legislation to Adopt 4-Year Terms for County Commissioners

Suggested Motion:

To approve and forward to the Board of Commissioners to adopt the Resolution Supporting Passage of Legislation to Adopt 4-Year Terms for County Commissioners.

Summary of Request:

Senate Bill 0242 and its companion bill, SB 0245, would extend the term of office for County Commissioners from two years to four years beginning with the November 2024 general election. The bills also state that if a vacancy in office occurs more than seven days before the nominating petition deadline for the general November election that is not the general November election at which a successor in office would be elected if there were no vacancy, then the individual appointed shall hold office only until a successor is elected at the next general November election. The successor shall hold the office for the remainder of the unexpired term. The Senate has passed these bills, and they were referred to the House on June 3, 2021.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

COUNTY OF OTTAWA
STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners (“BOC”) of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 22nd day of June, 2021 at 1:30 o’clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Resolution be adopted:

WHEREAS, in Executive Order 13888 (“EO 13888”), the President of the United States has issued an Executive Order urging States and Local Governments to cooperate with the United States Government in relocating initial refugees, deemed to be appropriately entering the Country as true refugees as determined by the United States Government pursuant to federal law (“Adjudicated Refugees”);

WHEREAS, EO 13888 delegates to the Secretary of State the authority to determine a process for obtaining local governmental consent for the United States to relocate Adjudicated Refugees, and the Secretary of State has developed a process requesting the chief administrative officer in each county to issue a letter providing that county’s consent;

WHEREAS, the BOC finds that cities, townships and villages within Ottawa County are the local governmental units in Ottawa County and does not wish to usurp their authority, if any, under the EO 13888, but at the same time wishes to cooperate

with the President and Secretary of State in the process that the latter has developed and to offer the County consent that the President and Secretary of State is soliciting for Adjudicated Refugees;

WHEREAS, the United States District Court for the District of Maryland has enjoined President Trump and his Administration from implementing EO 13888 to impede refugee resettlement in *HIAS, INC. v. Donald Trump, et al*, Civil No. PJM 19-3346 but that injunction does not restrict the ability of Localities to **facilitate** the settlement of Adjudicated Refugees under EO 13888 and in the event the injunction is lifted, the BOC does not want to see the established Adjudicated Refugee program in Ottawa County disrupted and wishes to support the President's objectives of obtaining local support for such programs;

NOW THEREFORE BE IT RESOLVED, that to the extent that the federal courts lift the injunction against the enforcement of EO 13888, and President Trump and the Secretary of State of the United States are looking for cooperation and consent from Ottawa County under EO 13888 for resettlement of Adjudicated Refugees as determined by the Administration in Ottawa County, the BOC directs the Ottawa County Administrator to sign and send the letter attached as Exhibit A;

BE IT FUTHER RESOLVED that to the extent that EO 13888 is deferring to the consent of local units of government in Ottawa County, which are its townships, villages and cities, Ottawa County defers to the decisions of such local units of government in Ottawa County pursuant to EO 13888;

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Roger Bergman
Chairperson, Ottawa County
Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk

Action Request

Electronic Submission – Contract # 1234



Committee: PLANNING AND POLICY

Meeting Date: 6/15/2021

Vendor/3rd Party: MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: BEND AREA EXPANSION PHASE III MNRTF GRANT AGREEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition as part of the Bend Area Expansion Phase III project in Georgetown Township.

Summary of Request:

Ottawa County Parks applied for grant assistance from the Michigan Natural Resources Trust Fund to acquire additional properties as part of the Bend Area project in April of 2020. The Bend Area project is a long-term collaboration to transition several gravel extraction sites in northeast Georgetown Township along the Grand River to parkland once mining operations are completed. In 2000, the Bend Area Master Plan was adopted with the assistance of Georgetown Township and several landowners and mining operators. Once completed, the future Bend Area Park would be developed as a regional destination and a central feature of the Idema Explorers Trail, with proposed amenities such as a swimming beach, picnicking shelters, and facilities including kayaking, biking, hiking, and other yet to be determined activities. To date, 421 acres of land has been acquired. This grant would help fund the purchase of an additional 194 acres of land that would become the central activity area within the park. Ottawa County Parks will be responsible for supplying a 51% local match (\$525,300 of the \$1,030,000 total project cost) for the proposed project.

Financial Information:

Total Cost: \$1,030,000.00

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: 6/15/2021



MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between Ottawa County in the county of Ottawa County hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government or public authorities for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 9 of 2021, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding to acquire land or rights in land for the project named below . This Agreement is subject to the terms and conditions specified herein.

Project Title: Bend Area Expansion Phase III Project #: TF20-0175
Amount of grant: \$504,700.00 49% PROJECT TOTAL: \$1,030,000.00
Amount of match: \$525,300.00 51%
Start Date: Date of Execution by DEPARTMENT End Date: 05/31/2023

As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by 07/06/2021, or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies , and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED
By [Print Name]:
Title:
Organization:
Date:

DUNS #
SIGMA Vendor Number SIGMA Address ID

Required - Please choose one
Acquisition Closing Option Desired:
[] This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
[] This project will be completed utilizing an escrow closing process.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:
By
Grants Section Manager
Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF20-0175** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **194.2** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Georgetown Township**, in the County of **Ottawa County, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **outdoor recreation, water access and habitat conservation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Forty-Nine percent (49%)** as reimbursement or as payment into

an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Five Hundred and Four Thousand Seven Hundred dollars (\$504,700.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.

- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Forty-Nine percent (49%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title

company (agent).

- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

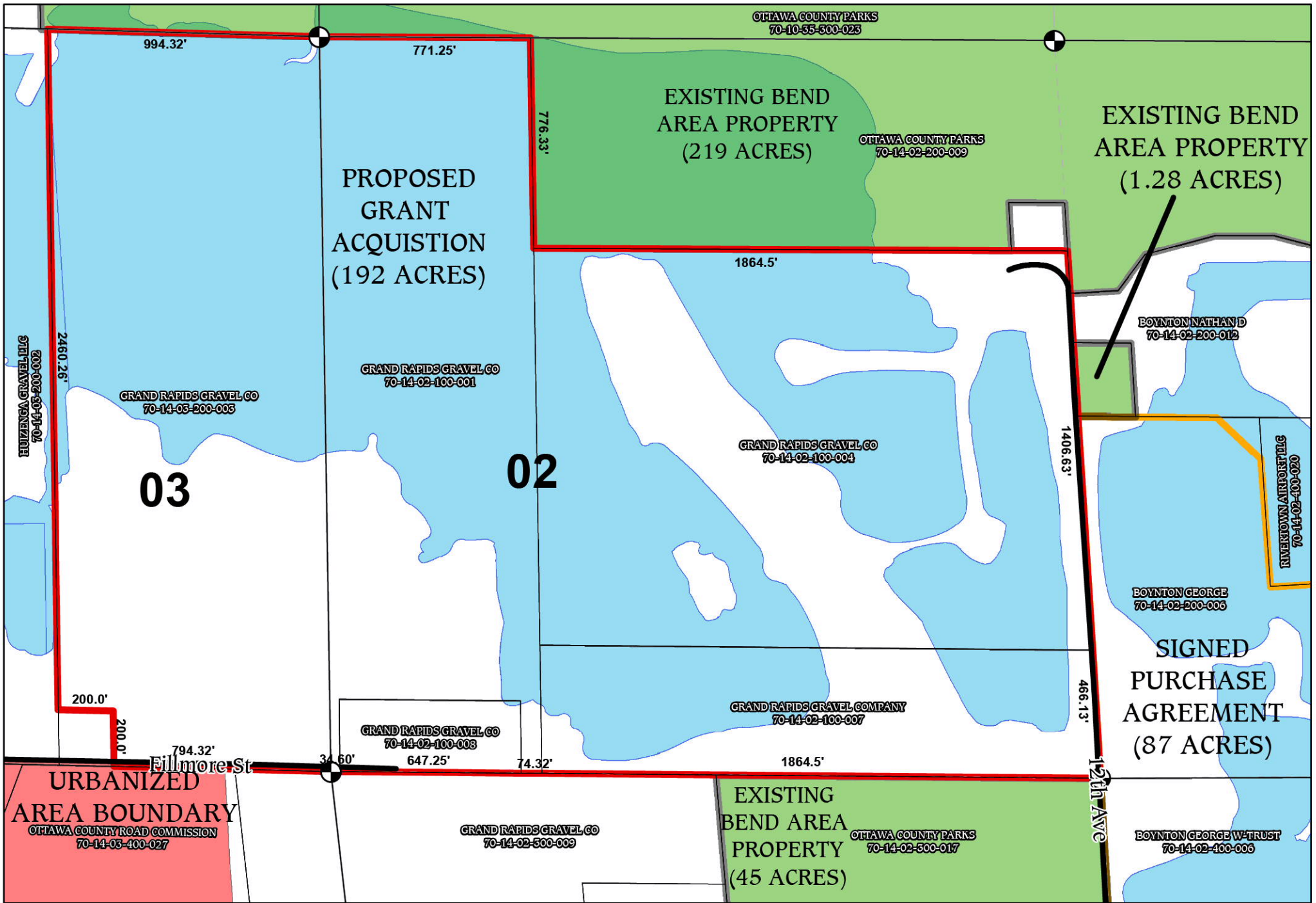
- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Five Hundred and Twenty-Five Thousand Three Hundred dollars (\$525,300.00)** as local match to this project. This sum represents **Fifty-One percent (51%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **05/31/2023**. Failure to acquire the project area by **05/31/2023** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under

- the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
 - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
 - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
 11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
 12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
 13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

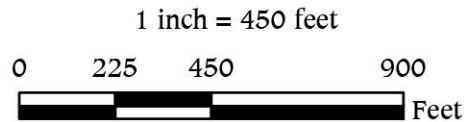
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
 - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
- or
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises , the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program ; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Seek specific performance of the Agreement terms.
24. This Agreement may be canceled by the DEPARTMENT , upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation , protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.



BEND AREA EXPANSION BOUNDARY MAP



Ottawa County Parks & Recreation Commission

I, JUSTIN F. ROEBUCK, Clerk/Register, of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which resolution was adopted by the County of Ottawa at a meeting held June 22, 2021.

Signature

Ottawa County Clerk/Register
Title

June 22, 2021
Date

RESOLUTION DECLARED ADOPTED.

Roger A. Bergman
Chairman, Ottawa County
Board of Commissioners

JUSTIN F. ROEBUCK
Ottawa County Clerk/Register

Action Request

Electronic Submission – Contract # 1235



Committee: PLANNING AND POLICY

Meeting Date: 6/15/2021

Vendor/3rd Party: MICHIGAN DEPARTMENT OF NATURAL RESOURCES

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: STEARNS CREEK EXPANSION MNRTF GRANT AGREEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the resolution and grant agreement from the Michigan Natural Resources Trust Fund for assistance to complete property acquisition of the Stearns Creek Expansion project in Robinson Township.

Summary of Request:

Ottawa County Parks applied for grant assistance from the Michigan Natural Resources Trust Fund to acquire additional property in the Stearns Creek Park area in April of 2020. Following the completion of 118-acre Stearns Creek Park in 2019, it was apparent that in order to preserve the ecological and aesthetic integrity of the scenic and environmentally sensitive creek corridor that, if possible, additional properties should be sought to expand the park. A property owner was willing to sell their land on the north side of the creek opposite the current park, and the property met the Trust Fund's criteria for a small grant project, which increased the likelihood of funding.

The grant would help fund the purchase of nearly 28 acres of land with nearly 2,000' of creek frontage, as well as 15 acres of forested floodplain, wetland, and creek bed. If acquired, a small access and hiking trail system would be established.

Ottawa County Parks would be responsible for supplying a 57% local match (\$130,000 of the \$225,000 total project cost) for the proposed project. The hope is to fund most of this match through philanthropic sources.

Financial Information:

Total Cost: \$225,000.00

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: 6/15/2021



MICHIGAN NATURAL RESOURCES TRUST FUND LAND ACQUISITION PROJECT AGREEMENT

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **Ottawa County** in the county of Ottawa County hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government or public authorities for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 9 of 2021, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding to acquire land or rights in land for the project named below . This Agreement is subject to the terms and conditions specified herein.

Project Title:	<u>Stearns Creek Expansion</u>	Project #:	<u>TF20-0190</u>
Amount of grant:	<u>\$95,000.00</u>	<u>43%</u>	PROJECT TOTAL: <u>\$225,000.00</u>
Amount of match:	<u>\$130,000.00</u>	<u>57%</u>	
Start Date:	<u>Date of Execution by DEPARTMENT</u>	End Date:	<u>05/31/2023</u>

As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **07/06/2021**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies , and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

Date: _____

DUNS # _____

SIGMA Vendor Number _____ SIGMA Address ID _____

Required - Please choose one
Acquisition Closing Option Desired:

This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.

This project will be completed utilizing an escrow closing process.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED: _____

By _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF20-0190** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **27.94** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Robinson Township**, in the County of **Ottawa County, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **habitat conservation and passive recreation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Forty-Three percent (43%)** as reimbursement or as payment into

an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Ninety-Five Thousand dollars (\$95,000.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Forty-Three percent (43%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title

company (agent).

- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

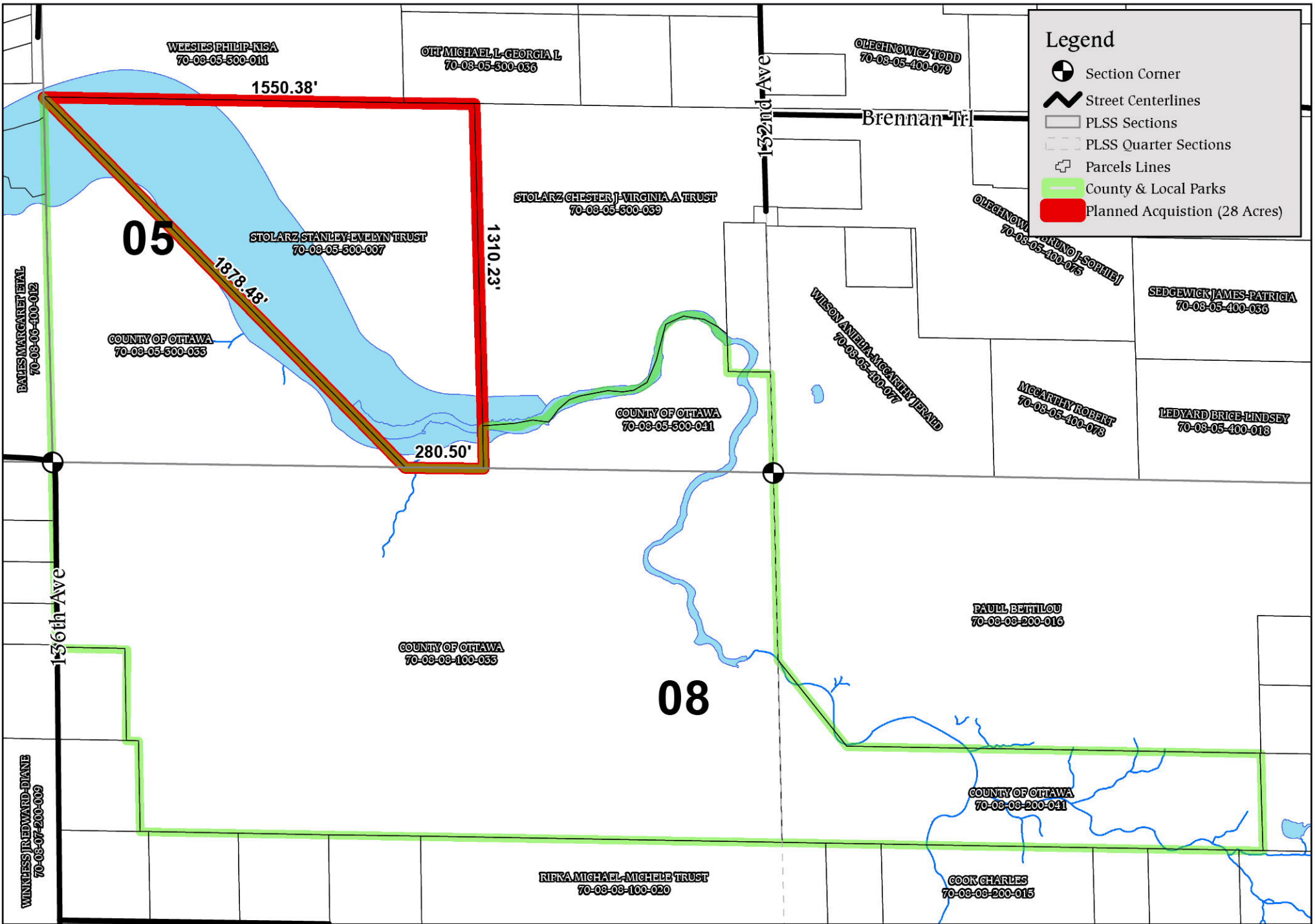
- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **One Hundred and Thirty Thousand dollars (\$130,000.00)** as local match to this project. This sum represents **Fifty-Seven percent (57%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **05/31/2023**. Failure to acquire the project area by **05/31/2023** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under

- the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
 - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
 - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
 11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
 12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
 13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

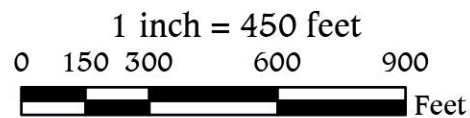
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
 - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
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- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
- or
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises , the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program ; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Seek specific performance of the Agreement terms.
24. This Agreement may be canceled by the DEPARTMENT , upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation , protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.



STEARNS CREEK EXPANSION PROJECT BOUNDARY MAP



I, JUSTIN F. ROEBUCK, Clerk/Register, of the County of Ottawa, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which resolution was adopted by the County of Ottawa at a meeting held June 22, 2021.

Signature

Ottawa County Clerk/Register
Title

June 22, 2021
Date

RESOLUTION DECLARED ADOPTED.

Roger A. Bergman
Chairman, Ottawa County
Board of Commissioners

JUSTIN F. ROEBUCK
Ottawa County Clerk/Register

Action Request

Electronic Submission – Contract # 1236



Committee: PLANNING AND POLICY

Meeting Date: 6/15/2021

Vendor/3rd Party: CATHLEEN FRETT

Requesting Department: PARKS AND RECREATION

Submitted By: JASON SHAMBLIN

Agenda Item: IDEMA EXPLORERS TRAIL STEARNS BAYOU CONNECTOR FRETT EASEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the purchase agreement for the Frett easement as required for construction of the Grand River Greenway Idema Explorers Trail in the amount of \$1,934.40 from the Parks Millage.

Summary of Request:

Ottawa County Parks has been planning and developing portions of the Idema Explores Trail for over a decade. The Stearns Bayou Connector Segment is a particularly important portion of the system as it will provide the last major link to connect the non-motorized facilities built as part of the M-231 bridge to the Grand Haven area.

Financial Information:

Total Cost: \$1,934.40	General Fund Cost: \$0.00	Included in Budget: Yes
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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: 6/15/2021

BICYCLE PATH AND WALKWAY EASEMENT

**Parcel No. 70-08-06-100-025
Green Street - Stearns Connector
(between 144th Ave. and 128th Ave.)
Non-Motorized Trail Project
(Robinson Township)**

THIS INDENTURE made and entered into this 7th day of May, 2021, by and between **CATHLEEN L. FRETT**, as **TRUSTEE OF THE CATHLEEN L. FRETT TRUST**, dated **October 7, 1996**, of 14309 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 Nine Hundred Thirty-Four and 40/100 (\$1,934.40) 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, described as: Commencing 772.17 feet East of the West one-quarter (W 1/4) corner of said Section; thence East along the East and West one-quarter (E & W 1/4) line, 64.19 feet; thence North 50 degrees East 42.06 feet; thence North 18 degrees 30 minutes 00 seconds West to the waters of Stearns Bayou; thence Southwesterly along the water's edge to a point North 18 degrees 30 minutes 00 seconds West of beginning; thence South 18 degrees 30 minutes 00 seconds East to the place of beginning. Except part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 652.30 feet East and 33.00 feet North of the West one-quarter (W 1/4) corner of said Section and running thence East 175.00 feet; thence North 50 degrees East 175.00 feet; thence South 50 degrees West 0.00 feet to the right on a 12 degree 00 minute curve 333.30 feet 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 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 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: Cathleen Frett
Type here: Cathleen L. Frett
- as Trustee of the Cathleen L. Frett Trust,
dated October 7, 1996 -

Address: 14309 Green Street
Grand Haven MI 49417

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

On this 7th day of May, 2021, before me in Ottawa County, Michigan, personally appeared **CATHLEEN L. FRETT**, as **TRUSTEE OF THE CATHLEEN L. FRETT TRUST, dated October 7, 1996**, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her/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

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

1/4 SECTION 6
TOWNSHIP
RANGE 15 WEST

44

PATHWAY

HMA SURFACE REM 175 SFT.

OP. 15' ESMT.

PROP. 15' ESMT.

HMA
PROP. 15' ESMT.

GREEN STREET

PROP. 15' ESMT.

PROP. 15' ESMT.

C.P. #337
N 560050.8920
E 12642457.6700
EL. 605.05'

-001
PIRATES DEN

(306)

-017

(300)

-013
BALDUS

(175)

-012
VANAMBERG

-011
VANAMBERG

FRETT
-025

-041
WILSON

-042

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'

13+ E/ASPH. - 23.3'

15+ E/ASPH. - 21.6'

19+ E/ASPH. - 19.5'

23+ E/ASPH. - 19.4'

27+ E/ASPH. - 18.3'

31+ E/ASPH. - 16.3'

35+ E/ASPH. - 13.7'

39+ E/ASPH. - 11.6'

43+ E/ASPH. - 10.1'

47+ E/ASPH. - 10.1'

51+ E/ASPH. - 10.1'

55+ E/ASPH. - 10.1'

59+ E/ASPH. - 10.1'

63+ E/ASPH. - 10.1'

67+ E/ASPH. - 10.1'

9+23.8' FROM N.P.

66' R.O.W.

58.2'

STATEMENT OF JUST COMPENSATION

**TO: CATHLEEN L. FRETT, as TRUSTEE
OF THE CATHLEEN L. FRETT TRUST,
dated October 7, 1996
14309 Green Street
Grand Haven MI 49417**

["Interested Person(s)"]

THIS STATEMENT OF JUST COMPENSATION is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by 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** (the Grantee), for the **Green Street - Stearns Connector Non-Motorized Trail Project between 144th Avenue and 128th Avenue in Robinson Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

Real Property: Part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 772.17 feet East of the West one-quarter (W 1/4) corner of said Section; thence East along the East and West one-quarter (E & W 1/4) line, 64.19 feet; thence North 50 degrees East 42.06 feet; thence North 18 degrees 30 minutes 00 seconds West to the waters of Stearns Bayou; thence Southwesterly along the water's edge to a point North 18 degrees 30 minutes 00 seconds West of beginning; thence South 18 degrees 30 minutes 00 seconds East to the place of beginning. Except part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 652.30 feet East and 33.00 feet North of the West one-quarter (W 1/4) corner of said Section and running thence East 175.00 feet; thence North 50 degrees East 175.00 feet; thence South 50 degrees West 0.00 feet to the right on a 12 degree 00 minute curve 333.30 feet to the place of beginning.

Interest Obtained: Bicycle Path and Walkway Easement ("Easement") for a non-motorized trail.

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

Interested Person(s): Cathleen L. Frett, as Trustee of the Cathleen L. Frett Trust, dated October 7, 1996.

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

Appraised Fair Market Value: For the sum of One Thousand Nine Hundred Thirty-Four and 40/100 (\$1,934.40) Dollars, the Interested Person grants to the Grantee the Easement over Parcel No. 70-08-06-100-025.

COUNTY OF OTTAWA
a body corporate

By: Curtis Ter Haar
Its: Coord. of Planning

- Authorized Valuation Declarant on behalf of the
Parks & Recreation Commission -

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

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

Dated this 7th day of May, 2021.

Cathleen L. Frett
Cathleen L. Frett, as Trustee of the Cathleen L. Frett
Trust, dated October 7, 1996

SECTION 6
TOWNSHIP
RANGE 15 WEST

44

PATHWAY

HMA SURFACE REM 175 SFT

OP. 15' ESMT.

PROP. 15' ESMT.

HMA

PROP. 15' ESMT.

GREEN STREET

PROP. 15' ESMT.

PROP. 15' ESMT.

C.P. #337
N 560050.8920
E 12648457.6700
EL. 505.05'

-001
PIRATES DEN

(306)

-017

(300)

-013
BALDUS

(175)

-012
VANAMBERG

-011
VANAMBERG

IRRI NON IPI N - 32.8'

7+08 E/ASPH. - 23.5'

+35 E/ASPH. - 23.9'

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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. - 23.3'

+13+ 15' E/ASPH. - 21.6'

+88 E/ASPH. - 19.5'

10+26 E/ASPH. - 18.4'

+56 E/ASPH. - 18.3'

+82 E/ASPH. - 13.7'

+89 E/ASPH. - 11.6'

+88 E/ASPH. - 10.7'

11+08 E/ASPH. - 10.7'

+89 E/ASPH. - 10.7'

+88 E/ASPH. - 10.7'

HOVING
-045

FRETT
-025

-041
WILSON

-042

CERTIFICATE OF TRUST

CATHLEEN L. FRETT, being first duly sworn, depose and say as follows:

1. I am the Grantor and current Trustee of the **Cathleen L. Frett Trust** established under written Trust Agreement dated October 7, 1996 (the "Trust").

2. My mailing address is 14309 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 772.17 feet East of the West one-quarter (W 1/4) corner of said Section; thence East along the East and West one-quarter (E & W 1/4) line, 64.19 feet; thence North 50 degrees East 42.06 feet; thence North 18 degrees 30 minutes 00 seconds West to the waters of Stearns Bayou; thence Southwesterly along the water's edge to a point North 18 degrees 30 minutes 00 seconds West of beginning; thence South 18 degrees 30 minutes 00 seconds East to the place of beginning. Except part of the Northwest fractional one-quarter (NW frl. 1/4) of Section 6, Town 7 North, Range 15 West, described as: Commencing 652.30 feet East and 33.00 feet North of the West one-quarter (W 1/4) corner of said Section and running thence East 175.00 feet; thence North 50 degrees East 175.00 feet; thence South 50 degrees West 0.00 feet to the right on a 12 degree 00 minute curve 333.30 feet to the place of beginning.

(Tax Parcel No. 70-08-06-100-025, commonly known as 14309 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 7th day of May, 2021.

Cathleen L. Frett
Cathleen L. Frett

STATE OF MICHIGAN)
 ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me in Ottawa County, Michigan, this 7th day of May, 2021, by **CATHLEEN L. FRETT**.

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

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

Action Request



Committee:	Planning and Policy Committee
Meeting Date:	06/15/2021
Requesting Department:	Corporation Counsel
Submitted By:	Doug Van Essen
Agenda Item:	Purchase of Reenders' 66-acre parcel on 128th Avenue in Olive Township

Suggested Motion:

To approve and forward to the Board of Commissioners to accept [or reject] the purchase price of \$700,000.00 for Reenders' 66-acre parcel on 128th Avenue in Olive Township.

Summary of Request:

The County and Reenders entered into a buy/sell agreement that called for an appraisal to establish the purchase price. Either party has 90 days from the release of the appraisal (May 18, 2021) to cancel the agreement. If neither does, then the appraised price is the purchase price. The appraised price is \$700,000.00. We recommend that the Board of Commissioners makes a decision within 90 days as to whether or not it wishes to proceed with the purchase of this property.

Financial Information:

Total Cost: \$700,000.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

If the Board chooses to approve this, a budget adjustment to fund the purchase from internal service fund contributed capital

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

Action is Related to Strategic Plan:

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

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



Scholten Fant
Attorneys

Over 50 Years of Service

Thomas M. Boven • tboven@scholtenfant.com • 616.842.3030 • Fax 616.846.6621
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417
www.scholtenfant.com

May 18, 2021

Mr. Michael Reenders
Reenders Blueberry Farms, LLC
14560 Indian Trails Drive
Grand Haven, Michigan 49417

Mr. Bruce Reenders
Reenders Blueberry Farms, LLC
15037 Groesbeck Street
Grand Haven, Michigan 49417

Mr. Douglas Van Essen
Corporate Counsel
County of Ottawa
12220 Fillmore Street
West Olive, Michigan 49460

Re: Appraisal - 128th Avenue Property (66 acres)
Olive Township

Gentlemen:

Enclosed is the Appraisal Report prepared by Marc DeHollander of Fast Track Appraisals, Inc. for the 66 acre parcel of land on 128th Avenue in Olive Township. You each agreed that Mr. DeHollander could prepare the Appraisal Report pursuant to the Purchase Agreement between you to determine the Appraised FMV of the property for a Purchase Price.

The Report appears to have been prepared in accordance with our request to the Appraiser utilizing Uniform Standards of Professional Appraisal Practice (USPAP) to arrive at a Fair Market Value estimate for the subject property.

The conclusion of the Appraisal is as stated on Page 5 with noted comments on Page 13. Pages 19, 20 and 21 identify the site and the various factors for this site. The highest and best use analysis appears on Pages 22 and 23.

The Appraiser utilized four comparable land sales which were situated South of Lake Michigan Drive, West of 120th Avenue, and North of Port Sheldon Street. The comparable land sales utilized to appraise the subject property appear on Pages 25 through 36 of the Appraisal Report. The Addendum beginning at Page 37 in the Report provide supporting data and information.

Mr. Michael Reenders
Mr. Bruce Reenders
Mr. Douglas Van Essen
Page 2
May 18, 2021

For your benefit, I reviewed the Appraisal Report. If there are any questions or comments you might have that require clarification, please let me know. If I can respond, I will, otherwise we can forward the inquiries to Mr. DeHollander.

Pursuant to Paragraph 2 in the Purchase Agreement, the FMV has been as stated by the Appraisal. The Purchase Agreement states in Paragraph 2 “. . . The Appraiser shall cause the Appraisal to be served on each of the parties at the addresses provided in paragraph 17 . . .” “Each party shall have up to ninety (90) days to advise the other of their intent to cancel this Agreement in its sole discretion. If the ninety (90) days passes without a notice of termination or if the parties affirm their commitment to the Agreement with the Appraised Price as the Purchase Price, the parties will proceed to close the transaction within forty-five (45) days of that date, whichever is earlier. . . .”

For our purposes, we recommend that the date of May 20, 2021, be used as the date of initiating the ninety (90) day period of either party notifying the other of its cancellation of the Sale and Purchase Agreement.

You, as the parties to this transaction, are certainly capable of discussing with each other the comments of the Appraiser, and also discussing matters between yourselves that might result in the completion of a closing with the Appraised FMV as the Purchase Price, or upon another mutually agreed to arrangement. That, however, should be represented by an Addendum to the Sale and Purchase Agreement and be signed by both parties to the transaction.

As provided in Paragraph 17 of the Sale and Purchase Agreement, we are sending a copy of this transmittal letter and the Appraisal Report to Jason D. Shamblin, Director of the Ottawa County Parks & Recreation Commission.

As we agreed when this matter was committed to a Sale and Purchase Agreement by each of you, I can act as an intermediary and transmit information but do not choose to engage in any negotiations on behalf of either of you, other than to cover, if requested, the terms of the Agreement so that there is no ambiguity as to proceeding with those terms.

If we do not hear from both parties as to what you would like to do with respect to proceeding in this matter within sixty (60) days (mid-July), we will send a reminder notice to you simply inquiring as to how matters are proceeding with your review of the Appraisal and the Sale and Purchase Agreement.

Mr. Michael Reenders
Mr. Bruce Reenders
Mr. Douglas Van Essen
Page 3
May 18, 2021

Thank you for your anticipated attention to this correspondence and the Appraisal.

Very truly yours,

SCHOLTEN FANT



Thomas M. Boven

TMB:jrf
Enclosure

c: Mr. Jason D. Shamblin, Director
Ottawa County Parks & Recreation
Commission



May 11, 2021

Attn: Mr. Thomas Boven
Scholten Fant Attorneys
100 North Third Street
PO Box 454
Grand Haven, MI 49417

RE: Appraisal of vacant land located at:
0 128th Avenue, Olive Township, Ottawa County, MI

Dear Mr. Boven:

In accordance with your request, attached is my appraisal report for the above referenced property. I have personally inspected the property, gathered the necessary data and performed analyses on that data in order to formulate an estimate of value for the subject property.

This appraisal was completed in accordance with my best understanding of Federal Institutions Reform, Recovery and Enforcement Act (FIRREA) regulations and the Uniform Standards of Professional Appraisal Practice (USPAP) regulations. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents a summary discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The intended use of this appraisal is to assist the client, Scholten Fant Attorneys, in formulating decisions regarding negotiating a sale price for the possible sale of the subject property. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

The type of value estimated is market value of the fee simple estate, as defined in this report, as of April 29, 2021. Marketing and exposure times are estimated at 3 months. The subject is legally described in the ensuing report.

May 11, 2021

Page 2

Briefly, the site is a mostly rectangular, level parcel having ± 66.49 gross acres (63.875 net acres) acres, of total area with frontage on three streets. It is partially wooded. No building improvements are present. It is zoned Rural Residential. Surrounding properties include a County Park, single family dwellings, and vacant farmland.

The accompanying report, which comprises 36 pages not including exhibits and Addenda, describes the appropriate approaches to value and the conclusions derived via application of the following analysis. Please note the Assumptions and Contingent Conditions on Pages 7 through 8. It should be noted that the value conclusions do not include personal property used in its business operations.

Based on my investigation and analysis of the data gathered with respect to this assignment, it is my carefully considered opinion the estimated market value "as is" of the fee simple interest in the subject, as of April 29, 2021 is:

Seven Hundred Thousand Dollars
(\$700,000)

Thank you for the opportunity to be of service in this matter. If you have any questions regarding the method of appraisal, the value concepts, or the indicated value, please contact me at your convenience.

Respectfully submitted,
Fast Track Appraisals, Inc.



Marc DeHollander
MI Certified General Appraiser
MI Lic. No. 1201006754