

Planning/ Zoning Department
planner@elmwoodtownship.net

Elmwood Charter Township
10090 E. Lincoln Rd.
Traverse City, MI 49684

Contact Information
Ph: (231) 946-0921
Fax: (231) 946-9320

NOTICE OF PUBLIC HEARING
ELMWOOD CHARTER TOWNSHIP
TOWNSHIP BOARD

June 8.

A Public Hearing is scheduled for Monday, ~~March 16~~, 2020, at 6:00 p.m. before the Charter Township of Elmwood Board to consider and hear public input on a Michigan DNR Trust Fund Development Grant for improvements to Discover Pier (formally TC L&P coal dock), parcel number 45-004-033-078-00 by Discovery Center Great Lakes.

A complete copy of the application is available at the Township Hall or online at www.leelanau.cc/elmwoodtwp.asp. Regular Township business hours are Monday thru Friday, 9 am to 5 pm.

The public hearing will be held at the Elmwood Township Hall, 10090 E. Lincoln Road, Traverse City. Individuals can make public comment or submit written comments, in person, at the public hearing. Written comments may be submitted prior to the public hearing by mailing them to: Planning and Zoning Department, 10090 E. Lincoln Rd, Traverse City, MI 49684 or planner@elmwoodtownship.net. Written comments submitted prior to the public hearing will be received until 5:00 pm, Monday, March 16, 2020.

Individuals planning to attend who require reasonable auxiliary aids should contact Connie Preston, Township Clerk at (231) 946-0921.

Publish: ~~February 27~~, 2020 Leelanau Enterprise

May 28,

RESOLUTION OF AUTHORIZATION
CHARTER TOWNSHIP OF ELMWOOD

LEELANAU COUNTY

RESOLUTION # 5 OF 2020

WHEREAS, Elmwood Township supports the submission of an application titled, "Discovery Pier Access Development" to the Michigan Natural Resources Trust Fund for the development of a universally accessible (UA) kayak/canoe launch, UA pier fishing shelters, and restrooms on West Grand Traverse Bay. Site is on the Lake Michigan Water Trail Northwest, West Grand Traverse Bay Water Trail and adjacent to Greilickville Harbor Park;

WHEREAS, the location of the proposed project is within the jurisdiction of Elmwood Township and is supported by Elmwood Township's 5-year Parks and Recreation Plan;

WHEREAS, the proposed project, if completed, will be a benefit to the community; and, will improve access to land-based pier fishing, universally accessible kayaking, picnicking and wildlife viewing at Discovery Pier and Greilickville Harbor Park;

WHEREAS, with this resolution of support it is acknowledged that Elmwood Township is not committing to any obligations; financial or otherwise; and,

WHEREAS, the Discovery Center Great Lakes has pledged the entire match amount of \$310,000 in matching funds, will oversee the construction of all the improvements noted above; and, maintain all the improvements noted above at no cost to the Township.

NOW THEREFORE, BE IT RESOLVED that Elmwood Township Board hereby supports submission of a Michigan Natural Resources Trust Fund Application for \$300,000, in collaboration with the Discovery Center Great Lakes.

AYES:

NAYES:

ABSENT:

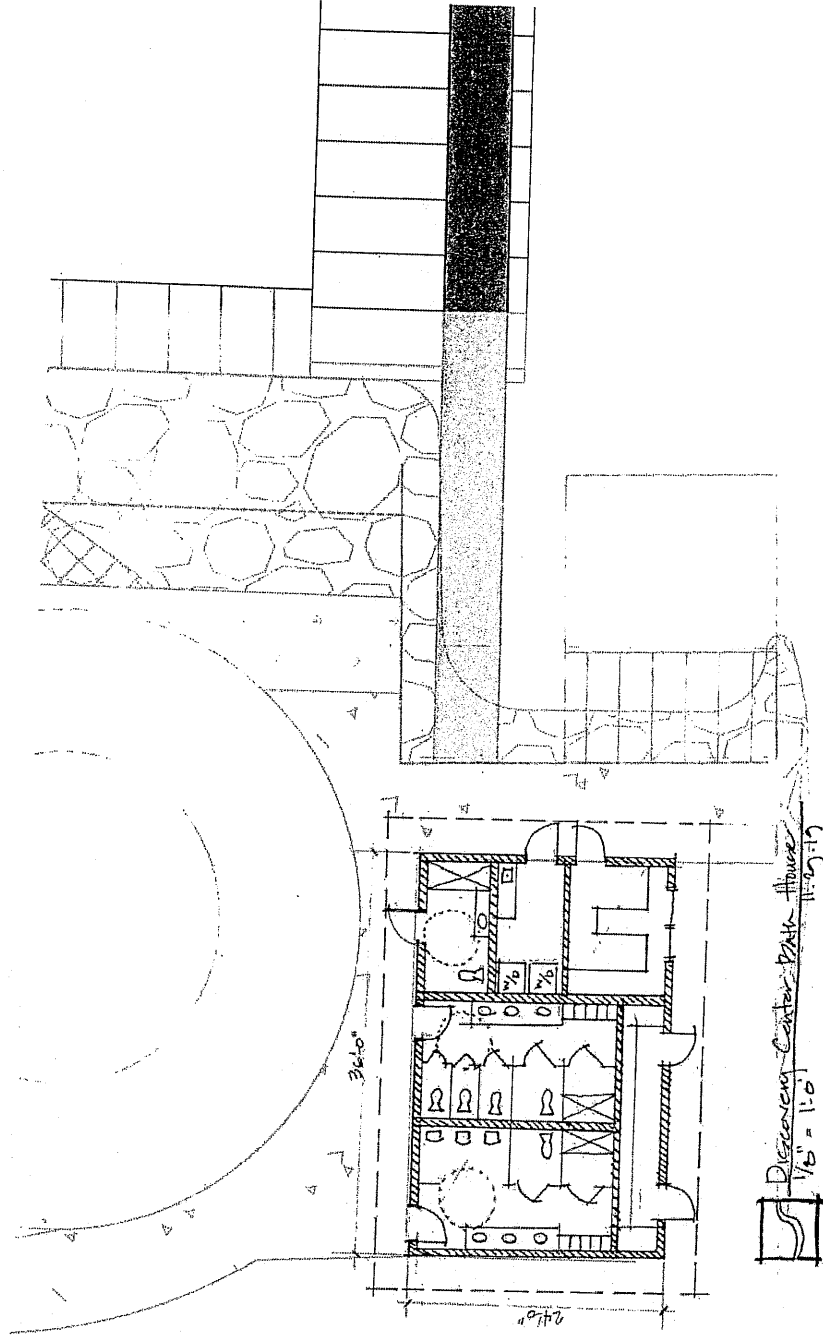
MOTION APPROVED.

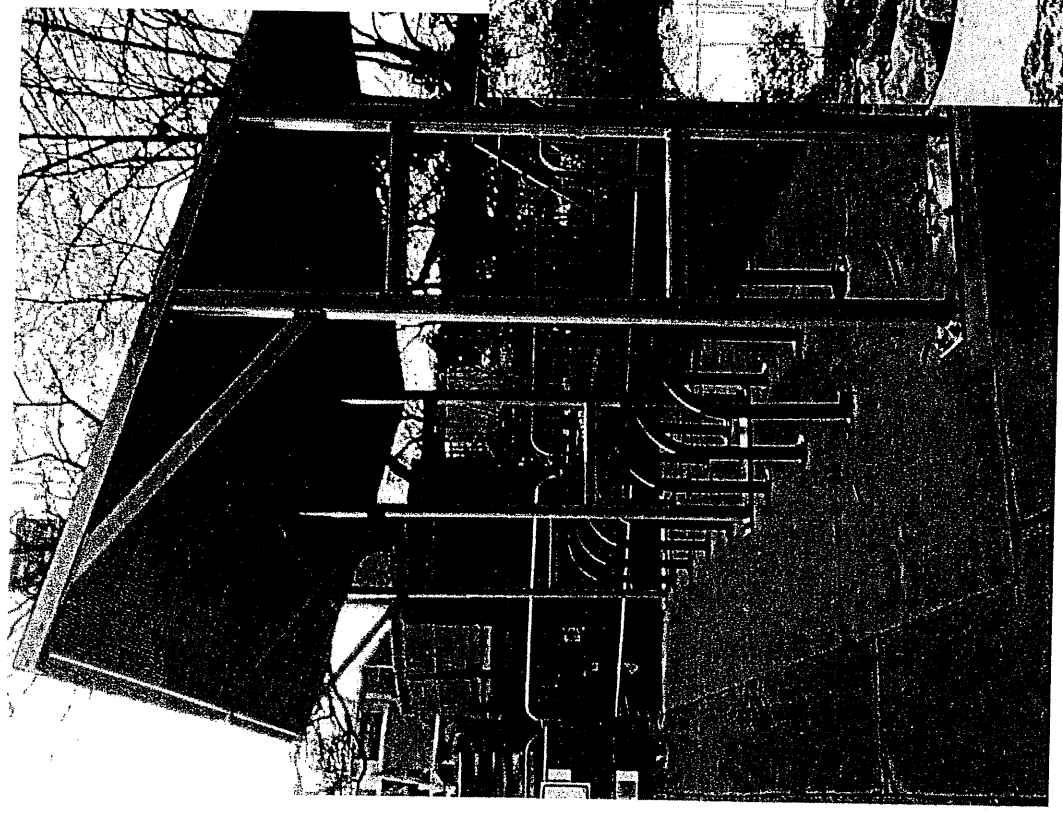
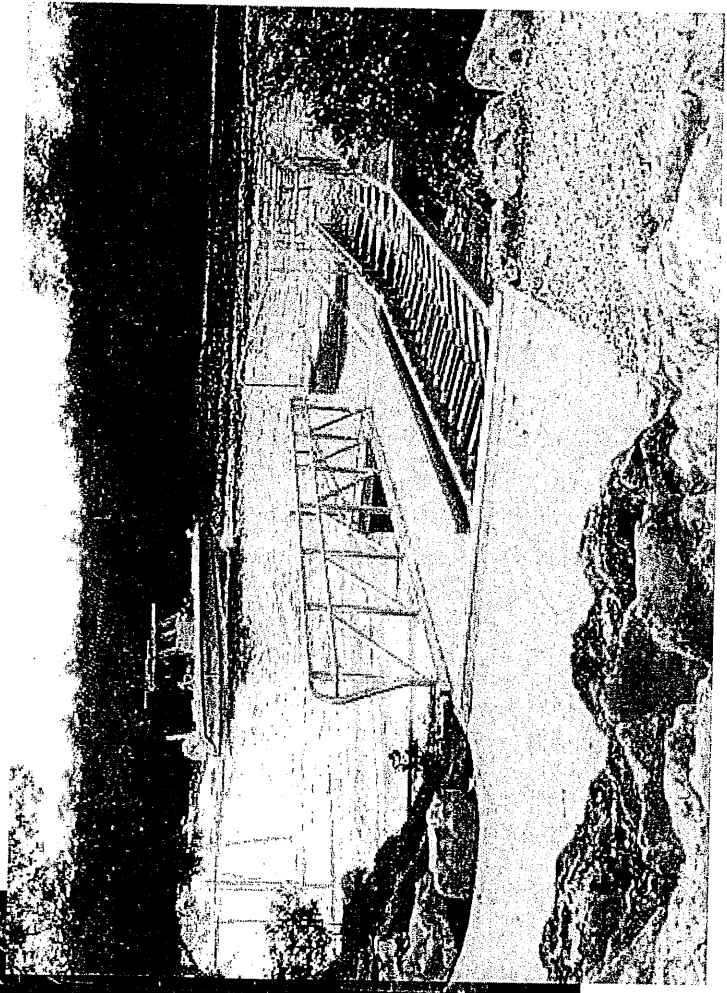
I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by _____ of _____ at their regular meeting held on _____ 20__, at _____ p.m. in _____, with a quorum present.

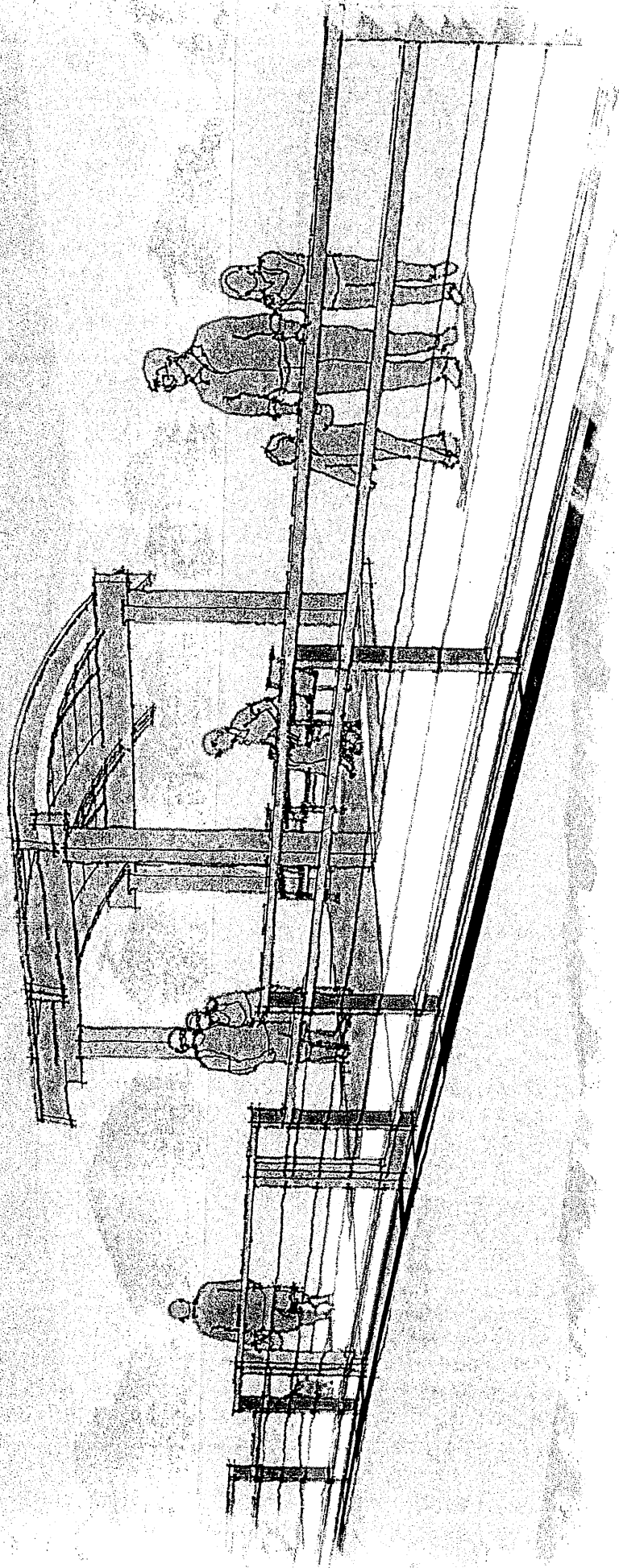
Dated: _____ Clerk

2020 MNRTF Scope Items

- Canoe/Kayak Launch and Ramp
- Fishing Pier Shelters
- Restroom Building
- Paved Parking Lot
- Utilities (water, sewer & electric)
- Lighting
- Rain Garden with Native Plants







Development Applications ONLY

*Applicant's current control of the site:

- Fee Simple
- Lease
- Easement
- ✓ Other (describe) Perpetual Easement will be granted

*Age of Park 3 Years

*Acres 1

Project Cost Estimate Table

| <u>SCOPE ITEM</u> | <u>DNR ONLY</u> <u>Accessibility Guidelines</u> | <u>QUANTITY</u> | <u>TOTAL ESTIMATED</u> <u>COST</u> |
|--------------------------------|--|-----------------|---------------------------------------|
| Canoe/Kayak Launch or Ramp | | 1 | \$100,000.00 |
| Paved Parking Lot | | 1 | \$157,500.00 |
| Restroom Building | | 1 | \$180,000.00 |
| Utilities | | 1 | \$30,000.00 |
| Lighting | | 1 | \$10,000.00 |
| Rain Garden with Native Plants | | 1 | \$50,000.00 |
| Paved ADA Parking Space(s) | | 4 | \$7,500.00 |
| Access Pathway 6' wide or more | | 1 | \$30,000.00 |

(New rows will appear as rows are completed and Saved)

| | | | |
|------------------------------|--|---|-------------|
| Other: Fishing Pier Shelters | | 3 | \$45,000.00 |
|------------------------------|--|---|-------------|

Do not list the aspects of project execution, such as labor, construction equipment, contingency or raw materials. (New rows will appear as rows are completed and Saved)

| | |
|---|--------------|
| Permit Fees | |
| MNRTF Sign | |
| Subtotal | \$610,000.00 |
| Engineering (These fees may not exceed 15% of subtotal) | |

Total Estimated Cost (Must equal Total Project Cost amount on Section B page.) **\$610,000.00**

planner@elmwoodtownship.net

From: Matt McDonough <Matt@discoverygreatlakes.org>
Sent: Friday, March 6, 2020 4:14 PM
To: planner@elmwoodtownship.net
Subject: Trust Fund Public Hearing Materials
Attachments: budget.pdf; site plan.pdf; Elmwood Township packet 030620.pdf

Hi Sara,

Here are the materials for the Board meeting/Public Hearing. If possible, share this link with the Board <https://www.youtube.com/watch?v=vUVoc8a7EV8> It is a 2 minute video that shows the kayak launch in use. I will be there to present and answer questions. Please let me know, if you have any questions.

Thanks,
Matt

Matt McDonough
Discovery Center - Great Lakes
13170 SW Bay Shore Dr.
Traverse City, MI 49684
office 231.715.5200
cell 231.409.4285



CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION 6 OF 2020

RESOLUTION ADJUSTING THE ANNUAL SPECIAL ASSESSMENT ROLL FOR
EAST TIMBERWOODS DRIVE, S. FOX VALLEY LANE, AND E COTTONWOOD DRIVE ROAD
MAINTENANCE SPECIAL ASSESSMENT DISTRICT

At a regular meeting of the Board of the Charter Township of Elmwood held in the Township Hall located at 10090 E. Lincoln Road, Traverse City, Michigan on June 8, 2020 there were

PRESENT:

ABSENT:

The following resolution was offered by _____, and seconded by _____.

RESOLUTION

Recitals

WHEREAS, the Township Board of the Charter Township of Elmwood established a special assessment district on September 9, 2013 for the purpose of assessing the costs of maintenance and snow removal on East Timberwoods, Drive, S. Fox Valley Lane, and E. Cottonwoods Dr. by a private contractor.

WHEREAS, the special assessment roll has been re-evaluated as ordered by Resolution 6 of 2013.

NOW THEREFORE BE IT RESOLVED as follows:

That this Township Board does hereby approve the estimate of costs for an agreement with a private contractor for maintenance and snow removal on E. Timberwoods Drive, S. Fox Valley Lane, and E. Cottonwoods Drive in the amount of \$20,000.00

The assessments in the special assessment roll shall be placed on the December 2020 property tax statement. The Township Treasurer may send a statement of the current assessment amount due to each taxpayer responsible for payment of the special assessment, permitting payment of the special assessment if elected by the taxpayer, in advance of the assessment being placed on the tax bills as provided by Act 188, Public Acts of Michigan, 1954 as amended.

The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with her warrant attached, commanding the Treasurer to collect such assessments in accordance with the direction of the Township Board and said Public Act 188.

All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YES:

NO:

RESOLUTION DECLARED ADOPTED

Charter Township of Elmwood

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said municipality at its regular meeting held on June 8, 2020, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: June 8, 2020

Connie Preston, Clerk

5/20/2020

| parcel no | Plowing Assess Maint. Asse | Snowplowing | Maintenance | Total Collection |
|----------------|------------------------------|-----------------|-----------------|------------------|
| | | <u>5,000.00</u> | <u>\$15,000</u> | \$20,000 |
| 004-113-014-16 | Brock Steven | 1 | \$182.93 | \$182.93 |
| 004-113-014-26 | Brock Steven | 1 | \$182.93 | \$182.93 |
| 004-113-014-50 | Cottonwood Assn | 0 | \$0.00 | \$0.00 |
| 004-113-014-51 | Brock Steven | 1 | \$182.93 | \$182.93 |
| 004-113-014-60 | Jones Fame | 1 | \$182.93 | \$182.93 |
| 004-113-014-65 | Groves Michael | 1 | \$182.93 | \$182.93 |
| 004-113-027-10 | Bergstrom Gary | 1 | \$182.93 | \$182.93 |
| 004-124-002-00 | Combined With 763-900-00 | 0.75 | \$86.21 | \$269.13 |
| 004-124-002-10 | Dancz Joseph & Nancy | 0 | \$0.00 | \$0.00 |
| 004-124-002-20 | Timothy Wolf | 1 | \$182.93 | \$182.93 |
| 004-124-002-30 | Kohagen Dan & Linda | 1 | \$182.93 | \$182.93 |
| 004-124-002-50 | Keefe Mary Jo Mish | 1 | \$182.93 | \$182.93 |
| 004-124-003-01 | Allgaier Leonhard New Parcel | 0 | \$182.93 | \$182.93 |
| 004-124-003-05 | Allgaier Leonhard Combined | 1 | \$182.93 | \$182.93 |
| 004-124-003-06 | Dorsch Jeff & Katherine | 1 | \$182.93 | \$182.93 |
| 004-124-003-07 | Parker Richard | 1 | \$182.93 | \$182.93 |
| 004-124-003-09 | Allgaier Leonhard Combined | 1 | \$182.93 | \$182.93 |
| 004-124-003-10 | Burns Carla | 1 | \$182.93 | \$182.93 |
| 004-124-003-11 | Haile Bonnie | 1 | \$182.93 | \$182.93 |
| 004-124-003-12 | Green Charles | 1 | \$182.93 | \$182.93 |
| 004-124-003-13 | Swartz Joshua | 1 | \$182.93 | \$182.93 |
| 004-124-003-14 | Swartz Joshua | 0 | \$0.00 | \$0.00 |
| 004-124-003-16 | Lombardi Anthony & Melinda | 1 | \$182.93 | \$182.93 |
| 004-124-003-19 | Burns Carla | 1 | \$182.93 | \$182.93 |
| 004-124-003-21 | Jean Kyle & Jean Stephen | 0 | \$0.00 | \$0.00 |
| 004-124-003-22 | Fneout Renee & Babcock Catl | 1 | \$182.93 | \$182.93 |
| 004-124-003-23 | Haring Raymond | 1 | \$182.93 | \$182.93 |
| 004-124-003-24 | Belanger Justin & Holly | 1 | \$182.93 | \$182.93 |
| 004-124-003-25 | Bogart Jessica M | 1 | \$182.93 | \$182.93 |
| 004-124-003-27 | Reames | 1 | \$182.93 | \$182.93 |
| 004-124-003-30 | Buchbinder William & Cheri | 1 | \$182.93 | \$182.93 |

| | | | | | | |
|----------------|----------------------------|------|---|--------|----------|----------|
| 004-124-003-31 | Orth Paul & Jackie | 1 | 1 | 114.94 | \$182.93 | \$297.87 |
| 004-124-003-32 | Bowden Ansel | 1 | 1 | 114.94 | \$182.93 | \$297.87 |
| 004-124-003-38 | Allgaier Leonard | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-003-39 | Flees Todd | 1 | 1 | 114.94 | \$182.93 | \$297.87 |
| 004-124-003-40 | Buchbinder William & Cheri | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-003-41 | Quigley Aaron | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-003-42 | Hagan Linda & Chris | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-003-45 | Buchbinder William & Cheri | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-003-51 | Ansonge Anthony Trust | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-003-52 | Stanek Steven & Heather | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-003-54 | Ansonge Anthony Trust | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-124-005-00 | Beer Barbara | 1 | 1 | 114.94 | \$182.93 | \$297.87 |
| 004-240-032-00 | Wamke Todd & Lenore | 1 | 1 | 114.94 | \$182.93 | \$297.87 |
| 004-240-039-00 | Garrity Thomas J | 1 | 1 | 114.94 | \$182.93 | \$297.87 |
| 004-240-041-00 | Daly Adam & Andrea | 1 | 1 | 114.94 | \$182.93 | \$297.87 |
| 004-310-001-00 | Pike Dennis | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-002-00 | Zelinski Lori | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-003-00 | Cole Douglas | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-004-00 | Schaub | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-005-00 | Digiovanni | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-006-00 | Thomas Gregory | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-007-00 | Kennedy David | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-008-00 | M 16 Properties Lic | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-009-00 | Rickman Hillary | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-010-00 | 152 Lic | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-011-00 | Lee Kevin & Lynn | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-012-00 | Diclemente Perry Trust | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-013-00 | Lwc Cottonwood Lic | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-014-00 | Novy Robert | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-015-00 | Diclemente Gino & Luciana | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-016-00 | Visioni Paolo & Anna | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-017-00 | Dsea Associates | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-018-00 | Diclemente John & Jeannie | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-019-00 | Rubritius Nicole | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-020-00 | Potter Nancy | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-021-00 | Niemi Ann | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-022-00 | Rescigno Timothy | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |

| | | | | | | |
|----------------|------------------------------|------|----|----------|----------|-------------|
| 004-310-023-00 | Thomas Theodore | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-310-024-00 | Haselfon Joshua | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-700-001-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-002-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-003-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-004-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-005-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-006-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-007-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-008-00 | Pine Grooves Lic Combined 0i | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-009-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-010-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-011-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-012-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-700-013-00 | Pine Grooves Lic | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| 004-240-900-20 | Park "C" | 0 | 0 | 0.00 | \$0.00 | \$0.00 |
| 004-124-003-50 | Olds Kevin & Melissa | 0.75 | 1 | 86.21 | \$182.93 | \$269.13 |
| 004-124-003-53 | Timberlee Center | 0 | 1 | 0.00 | \$182.93 | \$182.93 |
| | | 43.5 | 82 | 5,000.00 | ##### | \$20,000.00 |

notes

1 benefit =home on e timberwoods
.75=home that uses e timb to access
15=charge for "vacant benefit"

if a new building (home) is added it must first be determined if it is on e timberwoods dr if so = 1 full benefit
if it is on a road that accesses e timberwoods dr = .75 benefit
vacant is a flat rate
ex) say there are 40.5 benefiits currently and a new home is added on s fox valley. .75 benefiits is added to 40.5
to equal 41.25 benefiits

CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION 7 OF 2020

RESOLUTION ADJUSTING THE ANNUAL SPECIAL ASSESSMENT ROLL FOR
S. BLUE RIDGE LANE, E. OLD ORCHARD ROAD, AND S. ORCHARD WAY ROAD
MAINTENANCE SPECIAL ASSESSMENT DISTRICT

At a regular meeting of the Board of the Charter Township of Elmwood held in the Township Hall located at 10090 E. Lincoln Road, Traverse City, Michigan on June 8, 2020 there were

PRESENT:

ABSENT:

The following resolution was offered by Clerk Preston and seconded by Trustee Darga.

RESOLUTION

Recitals

WHEREAS, the Township Board of the Charter Township of Elmwood established a special assessment district on September 9, 2013 for the purpose of assessing the costs of maintenance, snow removal, and street lighting on S. Blue Ridge Lane, E. Old Orchard Road, and S. Orchard Way by a private contractor.

WHEREAS, the special assessment roll has been re-evaluated as ordered by Resolution 6 of 2013.

NOW THEREFORE BE IT RESOLVED as follows:

That this Township Board does hereby approve the estimate of costs for maintenance, snow removal and streetlighting on S. Blue Ridge Lane, E. Old Orchard Road, and S. Orchard Way in the amount of \$10,040.00

The assessments in the special assessment roll shall be placed on the December 2020 property tax statement. The Township Treasurer may send a statement of the current assessment amount due to each taxpayer responsible for payment of the special assessment, permitting payment of the special assessment if elected by the taxpayer, in advance of the assessment being placed on the tax bills as provided by Act 188, Public Acts of Michigan, 1954 as amended.

The assessments made in said special assessment roll are hereby ordered and directed to be collected by the Township Treasurer, and the Township Clerk shall deliver said special assessment roll to said Treasurer with her warrant attached, commanding the Treasurer to collect such assessments in accordance with the direction of the Township Board and said Public Act 188.

All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YES:

NO:

RESOLUTION DECLARED

Charter Township of Elmwood

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said municipality at its regular meeting held on June 8, 2020, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: June 8, 2020

Connie Preston, Clerk

5/17/2020

| parcel no | | vacant | house | assessment | Vacant |
|----------------|-------------------------------|--------|-------|------------|--------|
| 004-113-023-00 | Duplicate See Below | | | | |
| 004-113-023-00 | Simon | | 1 | 130 | |
| 004-113-027-35 | Weber | | 1 | 130 | |
| 004-113-027-40 | Janik | 1 | | 30 | |
| 004-113-027-45 | Janik | 1 | | 30 | |
| 004-113-027-65 | Swift, Carolyn J | | 1 | 130 | |
| 004-113-027-66 | Millward Nikki & Chris | | 1 | 130 | |
| 004-113-027-67 | Collins-Lynch Caroline | | 1 | 130 | |
| 004-113-027-68 | Smith | | 1 | 130 | |
| 004-113-027-75 | Dorsch | | 1 | 130 | |
| 004-113-027-76 | Carps, Bryan Thomas | 1 | | 30 | |
| 004-113-027-77 | Bloomquist | | 1 | 130 | |
| 004-113-027-78 | Strong | | 1 | 130 | |
| 004-124-002-40 | Dansbury | 1 | | 30 | |
| 004-240-001-00 | Miller, Angela & Jake | | 1 | 130 | |
| 004-240-002-00 | Combined Bergstrom 240-003 | 1 | | 30 | |
| 004-240-003-00 | Bergstrom | | 1 | 130 | |
| 004-240-004-00 | Combined Bergstrom 240-003 | | | 0 | |
| 004-240-005-00 | Miller | | 1 | 130 | |
| 004-240-006-00 | Habich | | 1 | 130 | |
| 004-240-007-00 | Moore | | 1 | 130 | |
| 004-240-008-00 | Knight | | 1 | 130 | |
| 004-240-009-00 | Gorton | | 1 | 130 | |
| 004-240-010-00 | Combined Gorton 240-009-00 | 1 | | 30 | |
| 004-240-011-00 | Lipka | | 1 | 130 | |
| 004-240-012-00 | Oconnor | 1 | | 30 | |
| 004-240-013-00 | Oconnor | | 1 | 130 | |
| 004-240-014-00 | Combined Janik 240-015-00 | | | 0 | |
| 004-240-015-00 | Janik | | 1 | 130 | |
| 004-240-016-00 | White Derek & Culbertson Sara | 1 | | 30 | |
| 004-240-017-00 | Stendel | | 1 | 130 | |
| 004-240-018-00 | Lint | | 1 | 130 | |
| 004-240-019-00 | Hart | | 1 | 130 | |
| 004-240-020-00 | Collier | | 1 | 130 | |
| 004-240-021-00 | Sean Mugerian | | 1 | 130 | |
| 004-240-022-00 | Oren Jeffrey C | | 1 | 130 | |
| 004-240-023-00 | Wigton, Samuel & Annemarie | | 1 | 130 | |
| 004-240-024-00 | Saunders | | 1 | 130 | |
| 004-240-025-00 | Preckel | | 1 | 130 | |
| 004-240-026-00 | Roman | 1 | | 30 | |
| 004-240-027-00 | Siegrist-Swanson Susan | | 1 | 130 | |
| 004-240-028-00 | John Morgan | | 1 | 130 | |
| 004-240-029-00 | Drow Edward | | 1 | 130 | |
| 004-240-030-00 | Mease Phillip & Ann | | | 0 | |
| 004-240-031-00 | Stremlow, Kristine | | 1 | 130 | |
| 004-240-033-00 | Shomin Judy May | 1 | | 30 | |
| 004-240-034-00 | Burton | | 1 | 130 | |

| | | | | |
|----------------|---------------------------------|---|---|-----|
| 004-240-035-00 | Burns | | 1 | 130 |
| 004-240-036-00 | Rhodes | 1 | | 30 |
| 004-240-037-00 | West Kathryn & Jeremy | | 1 | 130 |
| 004-240-038-00 | Anderson | 1 | | 30 |
| 004-240-040-00 | Grezezak | | 1 | 130 |
| 004-240-042-00 | Brown Allison & Anthony | | 1 | 130 |
| 004-240-043-00 | Groesser | | 1 | 130 |
| 004-240-044-00 | Wigton | | 1 | 130 |
| 004-240-045-00 | Light Susan | | 1 | 130 |
| 004-240-046-00 | Boudot | | 1 | 130 |
| 004-240-047-00 | Parker Philip J | | 1 | 130 |
| 004-240-048-00 | Gallup | 1 | | 30 |
| 004-240-049-00 | Thompson | | 1 | 130 |
| 004-240-050-00 | Dryden | 1 | | 30 |
| 004-240-900-00 | Park A | | | 0 |
| 004-240-900-10 | Park B | | | 0 |
| 004-240-900-20 | Park C | | | 0 |
| 004-240-900-30 | Park D Missing From List | | | 0 |
| 004-240-900-40 | Park E | | | 0 |
| 004-240-900-50 | Park F | | | 0 |
| 004-763-010-00 | Thomas | | 1 | 130 |
| 004-763-011-00 | Buckley | | 1 | 130 |
| 004-763-012-00 | Tabacsko | | 1 | 130 |
| 004-763-013-00 | Carolan | | 1 | 130 |
| 004-763-014-00 | Thiry | | 1 | 130 |
| 004-763-015-00 | Vaccarelli | | 1 | 130 |
| 004-763-016-00 | Dohm, Thomas B | | 1 | 130 |
| 004-763-017-00 | Larson Patricia | | 1 | 130 |
| 004-763-018-00 | Foglesong | | 1 | 130 |
| 004-763-019-00 | Strong Patti & Paul | | 1 | 130 |
| 004-763-020-00 | Stevens | | 1 | 130 |
| 004-763-021-00 | Levandoski Allisa C | | 1 | 130 |
| 004-763-022-00 | Miller Kristine | | 1 | 130 |
| 004-763-023-00 | Harrington Tina | | 1 | 130 |
| 004-763-024-00 | Swirduk Daniel & Margaret | | 1 | 130 |
| 004-763-025-00 | Ruggero Vida M | | 1 | 130 |
| 004-763-026-00 | Mohaideen | | 1 | 130 |
| 004-763-027-00 | Habersberger, Donald & Patricia | | 1 | 130 |
| 004-763-028-00 | Burns Kevin | | 1 | 130 |
| 004-763-029-00 | Knizacky Dean | | 1 | 130 |
| 004-763-030-00 | Pavelek Robert | | 1 | 130 |
| 004-763-031-00 | Bedrow Douglas & Kathleen | | 1 | 130 |
| 004-763-032-00 | Huss | | 1 | 130 |
| 004-763-033-00 | Seefelt | | 1 | 130 |
| 004-763-034-00 | Chappele Carol A | | 1 | 130 |
| 004-763-035-00 | Clark Michael & Patricia E | | 1 | 130 |
| 004-763-036-00 | Sprawl-Willobee Sheila | | 1 | 130 |
| 004-763-037-00 | Armbruster Cynthia | | 1 | 130 |
| 004-763-038-00 | Leonard | | 1 | 130 |
| 004-763-039-00 | Kuffer, Michelle | | 1 | 130 |
| 004-763-040-00 | Hayes, Brian & Hynes, Drew | | 1 | 130 |

14 74

10040

To: Elmwood Township Board

From: Sara Kopriva AICP, Planner/Zoning Administrator

RE: May 2020 Planning and Zoning Report

Land Use Permits:

| | May 2020 | May 2019 | Year to Date 2020 | Year to Date 2019 |
|------------------------|-------------|-------------|----------------------|----------------------|
| Single Family Dwelling | 2 | 2 | 5 | 6 |
| Attached SFD | 0 | 0 | 0 | 0 |
| Accessory Building | 2 | 1 | 5 | 5 |
| AG Building | 0 | 2 | 0 | 2 |
| Residential Addition | 0 | 0 | 2 | 0 |
| Deck | 0 | 2 | 0 | 3 |
| Sign | 0 | 0 | 0 | 0 |
| Commercial | 0 | 0 | 0 | 1 |
| Misc. | 2 | 1 | 2 | 1 |
| Total Permit | 6 | 8 | 14 | 24 |
| Fees Collected | \$324.10 | \$497.20 | \$789.06 | \$1,227.09 |

Zoning Board of Appeals:

Future Meeting

- None scheduled at this time

Planning Commission:

Past Meeting

- May 19, 2020- Public Hearing M22 Storage, Public Hearing NC Uses

Future Meeting

- June 4, 2020- Special Meeting-Net Density, Bylaws, Rural Resort District
- June 16, 2020- TBD

**CHARTER TOWNSHIP OF ELMWOOD
SPECIAL BOARD MEETING
MAY 1, 2020
MEETING CONDUCTED REMOTELY**

Call to Order:

Supervisor Shaw called the meeting to order at 3:03 p.m.

Pledge of Allegiance:

Supervisor Shaw led the Pledge of Allegiance.

Roll Call:

Present: Connie Preston, Terry Lautner, Jim O'Rourke, Dave Darga, Kyle Trevas, Jeff Shaw, and Chris Mikowski
Excused: None

Declaration of Conflict of Interest:

None

Public Comment

An opportunity was given to all listening by phone. No comment was offered

Agenda Approval

MOTION BY TRUSTEE O'ROURKE, SECONDED BY CLERK PRESTON TO APPROVE THE AGENDA AS PRESENTED. The motion passed unanimously by a roll call vote.

NEW BUSINESS

Discussion of the Marina Phases 1 and 2 Project Completion

Supervisor Shaw explained that the DNR has pulled back grant funding including our Marina Phases 1, 2, and 3. Township engineer Brian Sousa stated that the DNR has no answers. They do not know if or when funding will be reinstated. One option is to barricade the area so no one can get in. The Township can go forward with completion but be ready to foot the bill. If you go forward and the money does come in there will be no penalty for going ahead. Planner Sara Kopriva added that she spoke with Paul Petersen and he explained that if the money comes back it would probably fund projects under construction or with at least 50% done. We can complete all work or just enough to make it safe. Brian Sousa commented that construction could start Thursday. The balance to finish, in round numbers, is approximately \$873,000.00. Supervisor Shaw explained that he contacted the Leelanau County Prosecutor's office and did get permission to finish the project right away. They would be the ones to enforce. Trustees O'Rourke and Lautner both felt we should complete the project. Mr. Sousa said there is two months of work left.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO AUTHORIZE ELMER'S TO COMPLETE THE CONTRACTS FOR MARINA PHASES 1 AND 2. The motion passed unanimously by a roll call vote.

PUBLIC COMMENT

An opportunity was given to all listening by phone. No comment was offered

Adjournment

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA TO ADJOURN THE MEETING AT 3:25 P.M. The motion passed unanimously by a roll call vote.

CHARTER TOWNSHIP OF ELMWOOD
REGULAR BOARD MEETING
MAY 11, 2020
MEETING CONDUCTED REMOTELY

Call to Order:

Supervisor Shaw called the meeting to order at 6:03 p.m.

Pledge of Allegiance:

Supervisor Shaw led the Pledge of Allegiance.

Roll Call:

Present: Connie Preston, Terry Lautner, Jim O'Rourke, Dave Darga, Kyle Trevas, Jeff Shaw, and Chris Mikowski
Excused: None

Declaration of Conflict of Interest:

None

Public Comment

Sue Jones
Jack Kelly
Joe Sanok
Todd Space

Consent Calendar:

Department Reports:

Treasurer
Planning/Zoning

Committee Reports:

Minutes:

4-13-20
5-1-20

Post Audit Invoices 4-16-20 through 5-7-20

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO APPROVE THE CONSENT CALENDAR AS PRESENTED. Motion passed unanimously by a roll call vote.

Agenda Approval

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE O'ROURKE TO APPROVE THE AGENDA AS AMENDED BY REMOVING BOOM BOOM CLUB FIREWORKS APPLICATION AND REPLACING WITH TOWNSHIP INSURANCE RENEWAL. The motion passed unanimously by a roll call vote.

Supervisor Remarks

Supervisor Shaw provided a written report and added that he was glad to see construction starting up at the marina.

Trustee Remarks

Trustee O'Rourke thanked the grounds crew for their work.

Other Officer Remarks

Fire Chief Keith Tampa reported that April calls were down 50%. Elmwood had one grass fire and assisted with two others. Their PPE and staffing are both looking good.
Harbormaster Pete Moon reported on marina activities.

NEW BUSINESS

Township Insurance Renewal

Clerk Preston presented the quote for the insurance renewal and referred to the option to add cyber coverage in the amount of \$500,000.00 for an additional premium of \$895.00

MOTION BY TRUSTEE TREVAS, SECONDED BY TRUSTEE O'ROURKE TO APPROVE THE INSURANCE RENEWAL WITH THE ADDITIONAL CYBER COVERAGE. The motion passed unanimously by a roll call vote.

Extension of the STR Enforcement Moratorium

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE DARGA TO APPROVE RESOLUTION 4 OF 2020, A RESOLUTION EXTENDING THE MORATORIUM ON THE ENFORCEMENT AGAINST NON-OWNER OCCUPIED VACATION RENTALS FOR SIX MONTHS. The motion passed unanimously by a roll call vote.

Host Compliance vs AirDNA

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TREASURER MIKOWSKI TO CONTRACT WITH HOST COMPLIANCE. The motion passed unanimously by a roll call vote.

Schedule Public Hearings for the Annual Adjustments to the Special Assessments for Road Maintenance

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO SCHEDULE THE PUBLIC HEARINGS FOR THE ROAD MAINTENANCE DISTRICT OF E. TIMBERWOODS DR., S. FOX VALLEY LN., AND E COTTONWOODS DR AND THE ROAD MAINTENANCE DISTRICT OF S. BLUE RIDGE LN., E OLD ORCHARD RD., AND S. ORCHARD WAY, FOR JUNE 8, 2020 AT APPROXIMATELY 6:00 P.M. The motion passed unanimously by a roll call vote.

Schedule Public Hearing for the Discovery Pier Grant Application

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE TREVAS TO SCHEDULE THE PUBLIC HEARING ON THE DISCOVERY PIER GRANT APPLICATION FOR JUNE 8, 2020 IMMEDIATELY FOLLOWING THE ROAD MAINTENANCE DISTRICT PUBLIC HEARINGS AT APPROXIMATELY 6:05 P.M. The motion passed unanimously by a roll call vote.

Pickleball Reservation Request/Rita Cheyne

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ALLOW THE GROUP TO MEET FOR TWO HOURS ON MONDAYS AND WEDNESDAYS AND TO BE SURE IT IS POSTED. The motion passed unanimously by a roll call vote.

PAYMENT OF INVOICES

MOTION BY TRUSTEE DARGA, SECONDED BY CLERK PRESTON, TO PAY THE INVOICES IN THE AMOUNT OF \$82,572.99. The motion passed unanimously by a roll call vote.

PUBLIC COMMENT

Christina Sanok
Brenda Meeuwenberg
Tony Ansorge
Meagan Luce
Annemarie Wigton
Joe Testa

Adjournment

MOTION BY TRUSTEE LAUTNER, SECONDED BY TRUSTEE O'ROURKE TO ADJOURN AT 7:14 P.M. The motion passed unanimously by a roll call vote.

BRIT

**CHARTER TOWNSHIP OF ELMWOOD
SPECIAL BOARD MEETING
JUNE 1, 2020 IN THE TOWNSHIP HALL**

Call to Order:

Supervisor Shaw called the meeting to order at 1:02 p.m.

Pledge of Allegiance:

Chairman Shaw led the Pledge of Allegiance.

Roll Call:

Present: Jeff Shaw, Connie Preston, Terry Lautner, Kyle Trevas, Dave Darga, Jim O'Rourke, and Chris Mikowski

Excused: None

Declaration of Conflict of Interest:

Supervisor Shaw declared a conflict of interest with New Business.

MOTION BY TRUSTEE O'ROURKE, SECONDED BY TRUSTEE DARGA, TO RECUSE JEFF SHAW DURING NEW BUSINESS. The motion passed 6-0 by a voice vote.

Public Comment:

Kevin Gauthier

Agenda Approval

MOTION BY TRUSTEE TREVAS, SECONDED BY TRUSTEE DARGA TO APPROVE THE AGENDA AS PRESENTED. Motion passed unanimously by a voice vote.

New Business

Trustee Shaw stepped down from the chair.

Closed Session to Discuss an Attorney/Client Privileged Letter Regarding the Township Owned Brewery Creek Property

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE DARGA TO GO IN TO CLOSED SESSION TO CONSULT WITH OUR ATTORNEY REGARDING AN ATTORNEY/CLIENT PRIVILEGED LETTER DATED 2-24-20 REGARDING THE TOWNSHIP OWNED BREWERY CREEK PROPERTY. Motion passed 6-0 by a voice vote.

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE TREVAS TO RETURN TO OPEN SESSION. The motion passed 6-0.

MOTION BY CLERK PRESTON, SECONDED BY TRUSTEE O'ROURKE TO HAVE TRUSTEE TREVAS CHAIR THIS PORTION OF THE MEETING. The motion passed 6-0 by a voice vote.

MOTION BY TRUSTEE LAUTNER, SECONDED BY CLERK PRESTON THAT TERMINATION OF THE CONDOMINIUM IS THE PREFERRED OPTION. COUNSEL IS AUTHORIZED TO DRAFT A SHORT WAIVER THAT PROVIDES THAT ALL DISCUSSIONS ARE NON- BINDING AND MUST BE SIGNED BY ALL PARTIES. ONCE RECEIVED, THE TOWNSHIP WILL SCHEDULE A SITE VISIT WITH THE CO-OWNERS, TOWNSHIP ENGINEER, AND TOWNSHIP

PLANNER TO SEE IF THERE ARE MUTUALY AGREEABLE PROPERTY LINES. The motion passed 6-0 by a voice vote.

MOTION BY TRUSTEE DARGA, SECONDED BY TRUSTEE TREVAS TO TURN THE MEETING OVER TO SUPERVISOR SHAW. The motion passed 6-0 by a voice vote.

Public Comment

None

Adjournment

Supervisor Shaw adjourned the meeting at 2:27 p.m.

Check Register Report

Date: 06/02/2020
Time: 4:39 pm
Page: 1

ELMWOOD TOWNSHIP

BANK:

| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
|---------------|------------|---------|----------------|---------------|------------------------------|--------------------------|----------|
| Checks | | | | | | | |
| 34372 | 05/20/2020 | Printed | | C044 | CLASSIC MOTOR SPORTS & LAWN | KINETIC THRIVE HELMETS | 282.83 |
| 34373 | 05/21/2020 | Printed | | 929 | WILLIAM BARLEY | SLIP CANCELLATION | |
| 34374 | 05/21/2020 | Printed | | 930 | REI CONSTRUCTION CONSULTANTS | REFUND OF ESCROW | 3,860.00 |
| 34375 | 05/26/2020 | Printed | | B111 | BLUECROSS BLUESHIELD OF MI | GROUP 007015150 | 2,539.42 |
| 34376 | 05/26/2020 | Printed | | C029 | CHARTER COMMUNICATIONS | ACCT#8245 12 895 0008281 | 616.58 |
| 34377 | 05/26/2020 | Printed | | C010 | CHERRYLAND ELECTRIC COOP | ACCT#9902700 | 121.50 |
| 34378 | 05/26/2020 | Printed | | C040 | CONSUMERS ENERGY | ACCT#1000 2967 1128 | 1,495.16 |
| 34379 | 05/26/2020 | Printed | | M020 | DTE ENERGY | ACCT#9100 215 3143 9 | 545.19 |
| 34380 | 05/26/2020 | Printed | | 931 | JOAN FITZGIBBON | PAVILION RENTAL REFUND | 150.00 |
| 34381 | 05/26/2020 | Printed | | G425 | GUARDIAN | GROUP ID 00 357534 | 455.63 |
| 34382 | 05/26/2020 | Printed | | H010 | HOLIDAY STATIONSTORES, LLC | ACCT#1400-006-350-658 | 27.50 |
| 34383 | 05/26/2020 | Printed | | P043 | PRIORITY HEALTH | GROUP 790105 S001 | 3,714.06 |
| 34384 | 05/26/2020 | Printed | | V023 | VSP | CLIENT ID 30031936 | 361.27 |

Total Checks: 13

Checks Total (excluding void checks): 14,838.84

Total Payments: 13

Bank Total (excluding void checks): 14,838.84

Total Payments: 13

Grand Total (excluding void checks): 14,838.84

Supervisor's Remarks

06-08-2020

1. The torrential rains created a mess for many of our residents due to excessive flooding. If there is a silver lining, it has shown us the areas we are susceptible to flooding, and where our road commission and drainage commissioner need to take action to keep this from happening again in the future. It was heartbreaking to see so many of our residents with water damage.
2. We are gathering estimates to repair the roof at the old Elmwood Township Fire Hall. I have 2 and am waiting on another.
3. The Board had a special meeting to discuss the future of Brewery Creek Condominium Association. The Board voted to terminate the condominium association. All indications are the Board and the 3 Unit owners will be meeting in the near future to discuss options moving forward.
4. Construction continues at the Elmwood Township Marina. They hope to be done with phase 1 and phase 2 by July 1, 2020.
5. The bathroom floors at the pavilions in Greilickville Harbor Park are being painted with the last coat as I type this (Tuesday morning). Our grounds crew will reset the toilets after it dries for 2 days. They should be done at the time of this meeting.

YOUNG, GRAHAM & WENDLING, P.C.

Attorneys at Law
104 E. Forest Home Avenue, P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635
Facsimile (231) 533-6225
wendling@upnorthlaw.com

Bryan E. Graham
Peter R. Wendling
Nicole E. Essad

James G. Young, *Of Counsel*

February 3, 2020

Sent via email

Joseph E. Quandt
Kuhn Rogers PLC
412 South Union Street
Traverse City MI 49684

SUBJECT: Elmwood Charter Township, proposed purchase of former township dump site

Dear Joe:

I have received and reviewed the Access and Restrictive Covenant Agreement that you provided to me along with the documents from the DEQ entitled "Remediation and Redevelopment Division." As mentioned in the Access and Restrictive Covenant Agreement, any purchase agreement would allow for your client to conduct a baseline environmental assessment (BEA). This would be wise of any prudent purchaser. However, in my discussion with Sara Kopriva, zoning administrator, it is my understanding that the property itself has never been determined to be a "facility" as defined pursuant to part 201 and as stated in paragraph 7 of your draft Access and Restrictive Covenant Agreement. Additionally, should the BEA conducted by your client result in findings which determine that some sort of remedial action must be taken by the township, the township would be exposed to such costs regardless of whether your client decides to purchase the property or, based upon the BEA, not purchase the property. It is this risk which I do not believe my client would be interested in taking unless your client is willing to reimburse the township for any costs attributable to the township which the State mandates as a result of a BEA conducted by your client as part of the purchase of this property.

Assuming the BEA does not result in a requirement of remedial action on the part of the township, then the balance of the Access and Restrictive Covenant Agreement as drafted and/or amended through negotiations would certainly function as anticipated. It is the initial BEA that causes concern if it triggers remedial action on the part of the township which absent the BEA, would otherwise not be required to engage in.

Please let me know what your thoughts are regarding this at your earliest possible convenience.

Sincerely,

Peter R. Wendling

Peter R. Wendling

PRW/tac



R. EDWARD KUHN
 TERRY C. ROGERS
(LLM, Taxation)
 EDGAR ROY III
 JOSEPH E. QUANDT
 GREGORY J. DONAHUE
 GREGORY L. JENKINS
 TROY W. STEWART
 GINA A. BOZZER

412 SOUTH UNION STREET
 TRAVERSE CITY, MICHIGAN 49684
 TELEPHONE: 231-947-7900
 FAX: 231-941-5154

LANSING OFFICE:
 2937 ATRIUM DRIVE, STE 200
 OKEMOS, MI 48864

MOUNT PLEASANT OFFICE:
 3046 JEN'S WAY
 MT. PLEASANT, MI 48858

CHRISTOPHER G. ROGERS
(also admitted in Illinois)
 J.D. PRAASTERINK
(also admitted in Arizona)
 MARC S. McKELLAR II
 PATRICK M. ELLIS
 OF COUNSEL:
 LEWIS G. GATCH
 A. BROOKS DARLING

January 28, 2020

VIA EMAIL wendling@upnorthlaw.cm

Peter Wendling
 Young Graham & Wendling, PC
 104 E. Forrest Home Avenue
 P.O. Box 398
 Bellaire, MI 49615-5109

Re: Golba

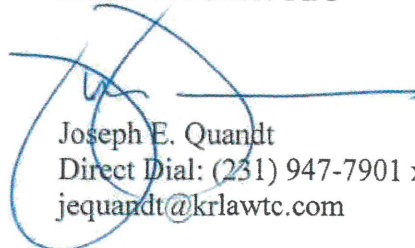
Dear Peter:

Enclosed is a copy of an Access and Restrictive Covenant Agreement which addresses the issues which we discussed yesterday. As we discussed, while my clients would expect to release the township from any claim my clients would make, they cannot agree to indemnify the township. The enclosed agreement is a document which is recordable and which I have used in numerous transactions involving contaminated property. The agreement preserves, for the township, the right to continue to have access to the property for purposes of performing any environmental work necessitated by MDEGLE or applicable law and also provides the township with the right to require a restrictive covenant to facilitate an environmental remediation project. My clients would retain all other rights of ownership. It is my understanding that you are going to look into confirmation of the transfer process and whether or not same requires public bidding or other public engagement.

Please review the enclosed and let me know the township's thoughts on moving this process forward. Accordingly, I look forward to hearing from you.

Sincerely,

KUHN ROGERS PLC



Joseph E. Quandt
 Direct Dial: (231) 947-7901 x115
jequandt@krlawtc.com

JEQ:shp
 enclosure

cc: Matt and Lauren Golba

ACCESS AND RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between _____, a Michigan _____ of _____ ("Grantor") and _____, a Michigan _____ of _____ ("Grantee").

WHEREAS, Grantor and Grantee are parties to a certain Purchase Agreement dated _____ ("Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Grantee agreed to sell, assign, transfer, convey and deliver to Grantor, and Grantor has agreed to purchase and accept, all of Grantee's right, title and interest in and to certain real property described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Grantor and Grantee have agreed, for good and valuable consideration including, without limitation, the consideration set forth in the Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, for continued and irrevocable access to the Property for the benefit of Grantee, their successors and assigns, to conduct certain environmental investigations, remediation and other remedial action as may be required of Grantee by the Michigan Department of Environmental Quality ("MDEQ"); and

WHEREAS, Grantor and Grantee also agree that Grantee may place a restrictive covenant on the Premises to allow Grantee, its agents, contractors or assigns to restrict certain soil, air (including gaseous/air vapors) or groundwater resources necessary to obtain a limited or restricted closure, Certificate of Completion or "No Further Action" report as defined under Part 213 or Part 201 of the Natural Resources and Environmental Protection Act (P.A. 451 of 1994, MCL 324.20120, as amended ("Part 201"), or otherwise obtain a level of environmental closure with regulatory authorities that does not require full remediation of the Property, so long as such restrictions do not materially impair Grantor's use of the Property; and

WHEREAS, the parties wish to identify and memorialize these access and restriction rights in this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grantor and Grantee mutually agree that a material purpose of this agreement is to allow Grantee its agents, contractors or assigns to place restrictive covenants on the Property to restrict certain soil, air (including gaseous/air vapors) or groundwater resources necessary to obtain a limited or restricted closure, Certificate of Completion or "No Further Action" report as defined under Part 213 or Part 201 of NREPA, or otherwise obtain a level of environmental closure or Certificate of Completion with regulatory authorities that does not require full remediation of the

Property. As an additional purpose of this agreement, the parties mutually agree that Grantor for itself and Grantor's affiliates (including, without limitation, parent corporations and subsidiaries) and their successors, transferees or assigns, grants to Grantee, its successors, assigns, agents and contractors the irrevocable right of access now and in the future to the Property for the sole purpose of investigation, remediation, or any other remedial or environmental response action deemed appropriate or necessary by Grantee or the Michigan Department of Environmental Quality (the "MDEQ").

2. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to the extent same is required as set forth in the Purchase Agreement, Grantor and Grantee agree that Grantee, along with its representatives, employees, consultants, and agents, shall have access to the Property at any time for the sole purpose of undertaking and conducting environmental investigation, remediation, and other remedial action or Response Activities and assessment activities as are necessary under Part 213 or Part 201 of NREPA or required by the MDEQ. The environmental investigation and assessment activities may include, but are not limited to: sampling and testing soils, groundwater and surface water; soil borings; excavation; placement, installation, and operation of monitoring wells or vapor intrusion barriers; inspection of environmental media; air sampling; and other testing, assessment, and investigation activities. Grantor agrees that it and its tenants, invitees and licensees shall refrain from any and all activities which interfere with the environmental investigation and assessment activities conducted by Grantee, and further agrees that any monitoring wells or remediation systems installed or operated by Grantee, or its employees, agents, or consultants will not be removed or disturbed without the prior written consent of Grantee. Grantor and Grantee further agree that all tools, equipment, or other property placed upon the Property by Grantee, or its representatives, employees, consultants, or agents, shall remain the property of Grantee or Grantee's representatives, employees, consultants, or agents. Grantor further agrees that neither it, nor its agents, representatives, or employees shall alter, disturb, remove, or damage any tools, equipment, or other property placed upon the Property or used by Grantee, its representatives, employees, consultants, or agents. Grantee shall provide Grantor, its successors and assigns, reasonable notice when Grantee plans to conduct its environmental activities on the Property.

3. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor has agreed to the execution of this agreement, the future execution of a Declaration of Restrictive Covenant, any additional Declaration of Restrictive Covenants reasonably deemed necessary by Grantee and/or the MDEQ to comply with the laws of the State of Michigan in the remediation of the Property, so long as such restrictive covenants do not materially impair Grantor's use of the Premises as _____. The Declaration of Restrictive Covenant shall generally be in the form required by MDEQ (the standard MDEQ form) but may be modified as circumstances or MDEQ requires.

4. Except as otherwise provided in the Purchase Agreement, Grantees are hereby expressly and fully released by Grantor and its principals, agents, successors, transferees and assigns from any and all responsibilities, liabilities, obligations, and claims of Grantor arising under environmental protection laws, common law, or any other legal requirement, including contribution or indemnity, that Grantor or its successors or assigns may have against Grantee, based in whole or in part, upon the presence of hazardous materials, the environmental condition or other environmental contamination on, at, under, or emanating to or from the Property or arising from the environmental or physical condition of the Property (including adjacent property) or its fixtures and improvements, regardless of how caused or created.

5. This Agreement shall legally constitute an irrevocable right and grant of access to Grantee, along with its representatives, employees, consultants, and agents, or any other parties performing environmental site investigation and assessment actions and their authorized representatives, and shall run with the land. In addition, Grantor's obligations and covenants hereunder shall run with the land described as the Property and be binding upon Grantor and Grantor's affiliates (including, without limitation, parent corporations and subsidiaries) and their successors, transferees and assigns. Grantor shall require of any successor, transferee or assign a similar reservation of restriction to preserve for Grantee, its successors and assigns the rights stated herein. The rights granted herein to Grantee are assignable and transferable by Grantee, with Grantor's written consent, which consent shall not be unreasonably withheld.

6. Grantee's rights herein are non-terminable and non-revocable and run with the land.

7. Grantee has disclosed to Grantor the fact that the Property is a Facility, as defined pursuant to Part 201, and Grantor acknowledges the Facility status of the Property consistent with MCL 324.20116, et. seq.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

GRANTOR:

GRANTEE:

By: _____
Name: _____
Its: _____

By: _____
Name _____
Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ___ day of _____, 20___, before me, a Notary Public, in and for said County, personally appeared _____, the _____ of _____, to me known to be the same person described in and who executed the foregoing instrument and who acknowledged the same to be his free act and deed.

_____, Notary Public
County of: _____
My commission expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ___ day of _____, 20___, before me, a Notary Public, in and for said

County, personally appeared _____, the _____ of _____, to me known to be the same person described in and who executed the foregoing instrument and who acknowledged the same to be his free act and deed.

_____, Notary Public
County of: _____
My commission expires: _____

Prepared by and when recorded, return to:

Joseph E. Quandt, Esq.
Kuhn Rogers, PLC
412 S. Union Street, P.O. Box 987
Traverse City, MI 49685-0987
(231) 947-7900

EXHIBIT A

EXHIBIT B
STANDARD FORM OF RESTRICTION



DECLARATION OF RESTRICTIVE COVENANT PART 201

This document provides instruction for the attached model Declaration of Restrictive Covenant which may be used to place land or resource use restrictions pursuant to Section 20121 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* This document and the model Declaration of Restrictive Covenant are provided to the public as preliminary guidance as to the content, format, and terms of the Declaration of Restrictive Covenant and are subject to periodic revision. They are not intended, nor can they be relied upon, to create any substantive or procedural rights by any other party.

Pursuant to Section 20114c(3) of the NREPA, a notice of the land or resource use restrictions shall be provided to the MDEQ within thirty (30) days after recording with the appropriate Register of Deeds. Upon recording, a copy of the Declaration of Restrictive Covenant shall be provided to the MDEQ together with a notice that includes the street address or parcel number for the property or properties subject to the Declaration of Restrictive Covenant. The recording requirements for instruments filed with Michigan County Register of Deeds offices are contained in Section 1 of the Recording Requirements Act, 1937 PA 103, as amended (Act 103), Act 103 is available at: www.legislature.mi.gov

Please contact Mr. Kevin Schrems, Compliance and Enforcement Section, Remediation and Redevelopment Division (RRD), Michigan Department of Environmental Quality (MDEQ), at schremsk@michigan.gov or 517-284-5149 for any questions relating to this document or the attached model document; or you may call the RRD main number at 517-284-5087 for assistance.

The lettered instructions below explain what information should be inserted into the corresponding blanks identified by letter in the model Declaration of Restrictive Covenant. Drafting notes and examples appear as ***italicized bold font***, insertion directions appear as [***italicized bold font within bold brackets***], and word choices appear as [**regular bold font within bold brackets**]. Remove all bolded font and drafting notes.

- A. ***Insert as appropriate based on the land use proposed for the Restrictive Covenant and the cleanup criteria that have been satisfied for the remedial action:***
- Restricted Residential
 - Restricted Nonresidential
 - Restricted Site-Specific
- B. MDEQ Reference No: RC-RRD-201-[year]-[number]. ***This Reference Number ensures the protectiveness, enforcement, and tracking of institutional controls. All institutional control Reference Numbers assigned shall be predominantly displayed on the first page. The MDEQ Reference Number can be obtained from Mr. Nick Ekel, RRD, MDEQ, at ekeln@michigan.gov or 517-284-5090; or you may call the RRD main number at 517-284-5087. Please do not reuse an existing assigned reference number on any other land or resource use restriction.***

- C. ***If not all of the Property is to be subject to all of the land or resource use restrictions provided in the restrictive covenant, insert the following:***

The "Limits of Land or Resource Use Restrictions," attached as Exhibit 2, provides ***[choose one of the following: a legal description and a scaled drawing; a survey; or a description or drawing approved by the MDEQ]*** of those portions of the Property that are subject to land use or resource use restrictions specified in this Restrictive Covenant.

- D. ***Select one of the following options as appropriate:***

OPTION 1: Insert a brief narrative description of response activities and environmental contamination at the Property. All environmental contamination at the Property shall be described herein even if the response activities addressed only a portion of the contamination or Property. Insert specific language with respect to what the response activities addressed at the Property, (i.e., all environmental contamination at the Property, environmental contamination within a portion of the Property, a specific release or hazardous substance at the Property or portion of Property, or the media addressed). This narrative shall also describe any conditions at the Property that were not addressed by the response activities or the restrictions contain within this restrictive covenant that would require additional response activities or actions to comply with the due care requirements of Section 20107a of the NREPA in order for the Property to be used in a manner that assures the protection of persons who may be present at the Property:

Example: Hazardous substances including but not limited to benzene, toluene, naphthalene, acenaphthylene, benzo(a)pyrene, mercury, and cyanide have been released and/or disposed on the Property from historical manufactured gas operations. Prior to the recording of this Restrictive Covenant, response activities have been undertaken to remove hazardous substances through source area removal. However, some hazardous substances remain present on the Property that require controls in the form of groundwater use restrictions and soil management restrictions to prevent unacceptable exposure. An exposure barrier consisting of a six (6) inch gravel cover was placed over two (2) impacted areas to prevent direct contact with benzo(a)pyrene identified on Exhibit 2 and referred to as "Boundary Area 1" and "Boundary Area 2". In addition, arsenic concentrations remain present at the Property that exceeds the direct contact exposure pathway. Response activities did not address arsenic contamination and requires additional response activities or actions to comply with the due care requirements of Section 20107a of the NREPA in order for the Property to be used in a manner that assures the protection of persons who may be present at the Property.

[Insert the following language if residual (or mobile) nonaqueous-phase liquid is being left in place at the Property]

Residual (or mobile) Light Nonaqueous-Phase Liquid (LNAPL), including [describe the type and makeup of the LNAPL present at the Property] were properly characterized and assessed, and will remain in place at the Property. The LNAPL exists below the ground surface at a depth of [insert approximate depth] and is located within the restricted area described in Exhibit 2 (Limits of Land or

Resource Use Restrictions). The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances as a result of the conditions created by the presence of the LNAPL soil and/or groundwater contaminant concentrations that exceed the unrestricted residential criteria under Section 20120a(1)(a) of the NREPA.

If response activities rely solely on compliance with Section 20120a(18) for the vapor intrusion pathway and therefore do not require any vapor mitigation system, insert the following paragraph:

The following hazardous substances are present in the soil and/or groundwater at the Property at concentrations that have the potential to volatilize into indoor air above levels that are considered protective of human health, safety and welfare.

[Insert list of hazardous substances]

OPTION 2: Identify a publicly accessible information repository where information of response activities and environmental contamination at the property may be obtained, such as a public library. Please include any references to any Response Activity Plan or other report that was the basis of this Restrictive Covenant.

Example: Documents describing the response activities and environmental contamination at the Property are on file at [insert name and address of repository]. The response activities that [insert as appropriate: are being or were] implemented to address environmental contamination are fully described in the Response Activity Plan titled [insert the title of plan] dated [insert date], and prepared by [insert the name of the entity that prepared the plan].

- E. Enter the name of the owner of the property or the name of the person requesting the owner to place the restrictive covenant on the property.**
- F. Insert as appropriate:**
- as the Owner of the Property
 - with the express written permission of the Owner of the Property
 - as the authorized person representing the condominium common elements and similar commonly owned property
- G. Select one or more of the following options as appropriate to describe the restrictions on land use necessary to comply with the appropriate cleanup criteria that are consistent with the zoning of the property. The person preparing the restrictive covenant must examine the zoning code or ordinance that applies to the property to determine what land uses are allowed under the zoning category.**

OPTION 1: If the property or portion of the property is subject to land use restrictions required to satisfy the nonresidential cleanup criteria, insert the following paragraph below:

a. Land Use: The Owner shall prohibit all residential land uses [insert as appropriate: on the Property or on portions of the Property as described in Exhibit 2]. Residential land use may include, but is not limited to, homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of

time. ***[If the local zoning ordinance allows for residential uses within the Property's current zoning, insert the following: The following uses allowed under the [insert name of local zoning authority and zoning code designation] zoning code designation are prohibited: [list prohibited uses.] Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.***

OPTION 2: If the property or a portion of the property is subject to land use restrictions required to satisfy site-specific cleanup criteria, insert the following paragraph below:

a. **Land Use**: The Owner shall prohibit all uses of ***[insert as appropriate: the Property or portions of the Property as described in Exhibit 2]*** except for those uses that are consistent with assumptions used to develop site-specific criteria pursuant to Section 20120a(2) and 20120b of the NREPA as approved by the MDEQ.

[Insert description of site-specific allowable uses]

OPTION 3: If hazardous substances left in-place at the Property, or portion of the Property, do not satisfy any applicable cleanup criteria and do not allow the Property, or portion of the Property, to be used for any purpose without the performance of additional response activities to prevent exposure to hazardous substances, insert a paragraph that describes those conditions similar to the paragraph below. If portions of the Property do satisfy applicable criteria, this paragraph can be used in combination with OPTION 1 or 2 with the inclusion of a reference to the applicable portions of the Property as defined in Exhibit 2:

The response activities performed at ***[insert as appropriate: the Property or portion of the Property as described in Exhibit 2]*** do not satisfy applicable cleanup criteria for any general use. Additional response activities or actions to comply with Section 20107a of the NREPA are necessary to address ***[insert language to describe the release, hazardous substances, or media that must be addressed]*** to allow ***[insert as appropriate: the Property or portion of the Property as described in Exhibit 2]*** to be used for its intended purpose and to assure the protection of persons who may be present at the Property.

H. Enter additional paragraphs, as appropriate, to describe the prohibited activities necessary to reliably restrict exposure to hazardous substances or to maintain the effectiveness and integrity of the response activity implemented on the Property or within the portions of the Property designated in Exhibit 2.

Example exposure restriction for use of groundwater:

The Owner shall prohibit the construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

(i.) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and

does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

(ii.) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

Example direct contact exposure barrier restriction:

The [insert thickness and material of barrier] [insert as appropriate if the integrity of the barrier relies on established elevation or there is an acceptable demarcation layer present: that has a base elevation of [insert reproducible benchmark] or overlying [insert description of demarcation layer/material] at the locations shown in Exhibit 2 serves to prevent exposures to contaminated soils at the Property. The Owner shall prohibit the excavation or other intrusive activity that could affect the integrity of the [insert material of barrier], except during short-term construction or repair projects or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the [insert material of barrier], that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201 of the NREPA.

Example vapor intrusion exposure restriction (including reliance on MIOSHA standard):

- (i) The Owner shall prohibit the construction and/or use of any buildings or structures on the Property unless the Owner complies with one of the following:**
- (a) The building or structure is an establishment used and classified for manufacturing use consistent with Section 31-33 – Manufacturing, of the North American Industry Classification System, United States, 2012, and the Owner complies with all of the provisions of Section 20120a(18) of the NREPA.**
 - (b) The Owner performs an evaluation of the potential for hazardous substances to volatilize into indoor air that demonstrates the protection of persons who may be present within any building or structure and complies with Section 20107a of the NREPA.**
 - (c) The Owner installs appropriate engineering controls on any building or structure designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the building or structure at concentrations greater than applicable criteria.**

Example infiltration barrier restriction:

The [insert thickness and material of barrier] that has a base elevation of [insert reproducible benchmark] at the locations shown in Exhibit 2 serves to prevent infiltration of water through contaminated soil at the Property. The Owner shall prohibit any excavation or other intrusive activity that could affect the integrity of the [insert material of barrier], except during short-term construction or repair projects or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the [insert material of barrier], that could affect the integrity of the barrier, must include the use of engineering controls to prevent the infiltration of water into the contaminated soil underlying the barrier until the barrier is repaired or replaced. The barrier must be repaired or replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted which demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201 of the NREPA.

Example monitoring well disturbance restriction:

The Owner shall prohibit any activity that would interfere with the function of or obstruct access to any monitoring wells and devices located on the Property. This includes, but is not limited to, removing, destroying, or altering any well or device in any way that renders it inoperable or incapable of functioning as intended.

Example treatment system restriction:

The Owner shall prohibit any activity that could affect the integrity, effectiveness, and operation of the groundwater interception trench and treatment system depicted in Exhibit 2.

Example containment and treatment system restriction:

The Owner shall prohibit any excavation or other intrusive activity that could affect the integrity, effectiveness, and operation of the slurry wall and Light Non-Aqueous Phase Liquid (LNAPL) collection system as designated in Exhibit 2, and any activities that would interfere with access to the slurry wall and LNAPL collection system.

I. Insert as appropriate:

- on the Property
- within the portions of the Property designated in Exhibit 2 as [insert designation].

J. Enter the following paragraph if permanent markers are required; if not, remove and renumber the paragraphs as appropriate:

Permanent Markers. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent markers placed at the location(s) noted in Exhibit 2. The Owner shall keep vegetation and other materials clear of the permanent markers to assure that the markers are readily visible.

K. Insert as appropriate:

- perpetual
- *insert a specific provision that limits the restrictive covenant to a specific duration, or terminating the restrictive covenant upon the occurrence of a specific event or condition.*

- L.** *Enter the name of the entity responsible for assuring compliance with the Restrictive Covenant.*
- M.** *OPTIONAL – Enter the name of the person or entity that has the right to enforce the restrictive covenant, including, but not limited to, the local unit of government in which the property is located or the United States Environmental Protection Agency.*
- N.** *Enter the following if portions of the property subject to land use or resource use restrictions overlap and affect any easement holders' property interests:*

and all other holders of a legal interest whose interest is affected by this Restrictive Covenant as documented and attached hereto as Exhibit [*insert number of the Exhibit that contains the Consent of Easement Holder documentation*].

- O.** *OPTIONAL ADDITIONAL PROVISIONS: A restrictive covenant may contain other information, restrictions, requirements, and rights agreed to by the persons signing it. These provisions are not required in order to be in compliance with Part 201. In addition, these provisions may be agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, The MDEQ may not enforce the Owner's obligations. The provisions may include, but are not limited to, 1 or more of the following:*

Notice - A provision requiring notice to the department or other persons upon transfer or before construction or changes in use that could affect environmental contamination or increase exposure at the property.

Example: Conveyance of Property Interest. *The Owner shall provide notice to the MDEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, Remediation and Redevelopment Division, MDEQ, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, MDEQ Reference Number (B) . A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.*

Access - A provision granting rights of access to the department or other persons. These rights may include, but are not limited to, the right to enter the property for the purpose of monitoring compliance with the restrictive covenant, the right to take samples, and the right to implement response activities.

Example: MDEQ Access. *The Owner grants to the MDEQ, [enter the name of the owner of the property] and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance, including the right to take samples, inspect the operation and maintenance of the response activity measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 201.*

Subordination - A provision subordinating a property interest that has priority, if agreed to by the person that owns the superior interest.

Monitoring and Maintenance - A provision obligating the owner of the land subject to the restrictive covenant to inspect or maintain exposure barriers, permanent markers, fences, or other aspects of the response action or remedy.

Notice of Aesthetic Impact - A provision providing notice of hazardous substances that exceed aesthetic-based cleanup criteria.

P. ***OPTION:*** *If party that is filing the Declaration of Restrictive Covenant is different than the Property Owner, insert the following sentence:*

I authorize [enter the name of the person proposing to file the Declaration of Restrictive Covenant] to file the Declaration of Restrictive Covenant with the [enter the name of the county where the Property is located] County Register of Deeds for recording.

Q. ***Enter the appropriate form of acknowledgement from the following:***

OPTION 1: For an individual:

The foregoing instrument was acknowledged before me this [date] by [name of individual].

OPTION 2: For a corporation:

The foregoing instrument was acknowledged before me this [date] by [name of officer or agent, title of officer or agent] of [name of corporation], a [state or place of incorporation], on behalf of the corporation.

OPTION 3: For a partnership:

The foregoing instrument was acknowledged before me this [date] by [name of partnership or agent], partner [or agent] on behalf of [name of partnership], a partnership.

OPTION 4: For an individual acting as principal by an attorney in fact (power of attorney):

The foregoing instrument was acknowledged before me this [date] by [name of attorney in fact] as attorney in fact on behalf of [name of principal].

R. ***Stamp name of the Notary Public.***

EXHIBIT 1: LEGAL DESCRIPTION OF PROPERTY:

This exhibit must provide the legal description of the property, including parcel identification number(s) of the property.

EXHIBIT 2: LIMITS OF LAND OR RESOURCE USE RESTRICTIONS.

This exhibit must be titled as appropriate for the restricted area. The depiction must identify, clearly delineate, and graphically depict the spatial extent of all restricted areas in relation to the Property boundaries and any key features of the response activities. This exhibit shall contain one of the following pursuant to Section 20121(2)(a):

- 1. A legal description and scaled drawing of the portion of the Property that is restricted,***
- 2. A survey of the portion of Property that is restricted, or***
- 3. Another type of description or drawing of the portion of Property that is restricted that is approved by the MDEQ.***

EXHIBIT 3: CONSENT OF [choose one of the following: EASEMENT HOLDERS or SUBSURFACE MINERAL RIGHTS OWNERS]

This Exhibit is only necessary if easement holders and/or severed subsurface mineral rights owners on the property have their rights affected by the restrictions set forth in the Restrictive Covenant. This document provides the express written permission of the easement holder and/or severed subsurface mineral rights owner to record the restrictive covenant and have their property rights subject to and subordinate to the terms of the restrictive covenant. Insert additional pages if multiple easement holders and/or severed subsurface mineral rights owners exist for the Property.

-- END OF INSTRUCTIONS --

**DECLARATION OF RESTRICTIVE COVENANT
FOR A (A) REMEDIAL ACTION**

MDEQ Reference No: (B)

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the **[enter the name of the county where the Property is located]** County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at **[enter the address location of the Property, including city or township and county]** and legally described in Exhibit 1 attached hereto (Property). (C)

The Property is associated with **[enter the Part 201 Site name and Site ID number]** for which response activities were conducted pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The MDEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the due care requirements of Section 20107a of the NREPA.

The restrictions contained in this Restrictive Covenant, recorded pursuant to Section 20121(2) of the NREPA, are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the cleanup criteria as defined in the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, Michigan Administrative Code, 2013 AACRS R 299.1 – R 299.50, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities and Environmental Contamination

(D)

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

(E), (F) hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Activity and Use Limitations

(G)

(H)

b. Contaminated Soil Management The Owner shall manage all soils, media and/or debris located (I) in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Toxic Substances Control Act (TSCA), 15 USC 2601 *et seq.*; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

c. (J)

2. Running with the Land. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. Pursuant to Section 20121(5)(b) of the NREPA, the duration of this Restrictive Covenant is (K). Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional response activities by those parties responsible for performing response activity at the Property or to comply with Section 20107a of the NREPA.

3. Enforcement of Restrictive Covenant. The State of Michigan, through the MDEQ, and (L), (M) may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

4. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other

provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

5. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner (N), and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

6. Additional Provisions. The provisions provided in the section below are not required for this restrictive covenant to be in compliance with Part 201 of the NREPA. These provisions were agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, the MDEQ may not enforce the Owner's obligations outlined in these provisions.

(O)

IN WITNESS WHEREOF, I, **[enter the name of the current property owner]**, the current and legal Owner of the Property, has caused this Restrictive Covenant to be executed on this **[enter the current day of the month]** day of **[enter the current month]**, **[enter the current year]**.
(P)

[enter the name of the current property owner]

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF **[enter the state where the document is signed]**
COUNTY OF **[enter the county where the document is signed]**

(Q)

Notary Public Signature
(R)

Prepared by:
[Enter the name of the person preparing the document]

When recorded return to:
[Enter the address to return the document to once recorded with the Register of Deeds]

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT 2

LIMITS OF LAND OR RESOURCE USE RESTRICTIONS

EXHIBIT 3

CONSENT OF [choose one of the following: EASEMENT HOLDERS or SUBSURFACE MINERAL RIGHTS OWNERS]

As evidenced below by my signature, I agree and consent to the recording of the land use and resource use restrictions specified in this Restrictive Covenant and hereby agree that my property interest shall be subject to, and subordinate to, the terms of the Restrictive Covenant.

[enter the name of the easement holder or subsurface mineral right owner]

By: _____
Signature

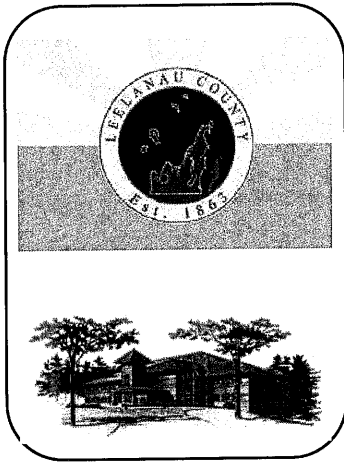
Name: _____
Print or Type Name

Its: _____
Title

STATE OF [enter the state where the document is signed]
COUNTY OF [enter the county where the document is signed]

(Q)

Notary Public Signature
(R)



Leelanau County Government Center Planning and Community Development

County website: www.leelanau.cc

8527 E. Government Center Dr.
Suite 108
Suttons Bay MI 49682
Phone: (231) 256-9812
planning@co.leelanau.mi.us

Trudy J. Galla, AICP
Planning Director

Gail Myer
Senior Planner

Molly Steck
Secretary

Diane Kiessel
Housing Manager

To: Elmwood Township Board
From: Trudy Galla, AICP, Planning Director
Date: April 3, 2020
Subject: P.A. 69 of 2005 (recycling funding)

This correspondence is in regard to the recycling program and funding under P.A. 69 of 2005. Attached is an Interlocal Agreement which allows a ballot question to be placed before the voters in November of 2020 on funding programs using P.A. 69. Collection of the current fee will expire at the end of this year.

The attached Agreement has been reviewed by Corporate Counsel and the Leelanau County Solid Waste Council (SWC) and approved by the County Board. The ballot language has been approved for up to \$35/year per housing unit. This Interlocal Agreement allows the public to vote on the fee in November.

The County Board passed a Resolution authorizing the election and designating me as the individual to negotiate the Interlocal Agreement with the municipalities and townships within the county. The Agreements need to be completed by July 31, 2020.

Given the current situation, I am not sure when you will be holding a meeting where this can be placed on the agenda for consideration. Prior to setting this on your board agenda, I wanted to send it out for your review. The Agreement is being sent to all townships and villages.

If you have any questions, please feel free to contact me at 231-256-9812 or tgalla@co.leelanau.mi.us I look forward to hearing from you when this item could be considered by your Board.

On behalf of the SWC, we are looking to gain your approval of the Interlocal Agreement so we can move forward and place this question on the November ballot. Thank you.

Trudy J. Galla

LEELANAU COUNTY INTERLOCAL AGREEMENT

THIS Agreement, made and entered into by and between the COUNTY OF LEELANAU, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), and _____ (hereinafter referred to as the “Village/Township” or “participating unit of government”), is entered into by the parties pursuant to Public Act 69 of 2005.

RECITATIONS:

Leelanau County, as required by Act 641, P.A. 1978, as amended, has adopted a Solid Waste Management Plan. As required by the Michigan Department of Environmental Quality, a major component of the Solid Waste Management Plan is the County’s Recycling Program, which encompasses waste reduction and collection of consumer source separated services and related educational programs.

The Village/Township, by resolution, adopted the Leelanau County Solid Waste Management Plan as its guideline for addressing the solid waste management issues of the Township.

Public Act 69 of 2005 allows, by resolution of the County Board of Commissioners, an election to charge an amount greater than \$25.00 per year per household, but not more than \$4.00 per month or \$50.00 per year per household, for waste reduction programs and for the collection of consumer source separated materials for recycling or composting including, but not limited to, recyclable materials, as defined in part 115 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.11501 to 324.11550, household hazardous wastes, tires, batteries and yard clippings.

Leelanau County, along with the townships and villages, is responsible for funding such programs as recycling, electronics recycling, composting and household hazardous waste collection programs, and other such services in Leelanau County.

The Leelanau County Board of Commissioners has passed a Resolution authorizing the election as outlined in PA 69 of 2005, and imposition of the Act 69 funding mechanism is consistent with the Leelanau County Solid Waste Management Plan.

The Public Act 69 of 2005 charge shall be assessed to all housing units in the county and property owners and said charge will be placed on the Village/Township winter ad valorem property tax bills. The local Treasurer shall collect the surcharge at the time the winter ad valorem property taxes are collected.

It is expressly understood and agreed by the County and the Village/Township that this Agreement shall terminate after the 10th year of collection of the Act 69 funding.

STATEMENT OF AGREEMENT:

Based on the above-stated facts, the Village/Township hereby agrees to participate in the Interlocal Agreement and authorize an election in the Village/Township. The date of the election shall be November 3, 2020 and the amount of the proposed surcharge shall be up to \$35.00 per housing unit, and will be collected for ten (10) years (2021-2030) on the winter ad valorem tax bills. The Leelanau County Planning Director is designated as the individual to negotiate the Interlocal Agreement with the municipalities and townships within the county and each municipality within the County will have until July 31, 2020 to approve an Interlocal Agreement with the county. **Commercial businesses will not be subject to the proposed surcharge.**

All funds so collected under PA 69 of 2005 shall be administered by Leelanau County in accordance with the Leelanau County Solid Waste Management Plan.

Nothing stated in this Agreement precludes the Village/Township from providing its own curbside recycling program in compliance with the Leelanau County Solid Waste Management Plan.

The persons signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument.

WITNESSED BY:

COUNTY OF LEELANAU

Date

Chairperson, County Board of Commissioners

WITNESSED BY:

_____ (Township)

Date

**LEELANAU COUNTY
INTERLOCAL AGREEMENT**

THIS Agreement, made and entered into by and between the COUNTY OF LEELANAU, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and the Ch. Twp. of Elmwood (municipality) (hereinafter referred to as the "Village/Township" or "participating unit of government"), is entered into by the parties pursuant to Public Act 69 of 2005.

RECITATIONS:

Leelanau County, as required by Act 641, P.A. 1978, as amended, has adopted a Solid Waste Management Plan. As required by the Michigan Department of Environmental Quality, a major component of the Solid Waste Management Plan is the County's Recycling Program, which encompasses waste reduction and collection of consumer source separated services and related educational programs.

Elmwood Twp. (municipality), by resolution, adopted the Leelanau County Solid Waste Management Plan as its guideline for addressing the solid waste management issues of Elmwood Twp. (municipality).

Public Act 69 of 2005 allows, by resolution of the County Board of Commissioners, an election to charge an amount greater than \$25.00 per year per household, but not more than \$4.00 per month or \$50.00 per year per household, for waste reduction programs and for the collection of consumer source separated materials for recycling or composting including, but not limited to, recyclable materials, as defined in part 115 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.11501 to 324.11550, household hazardous wastes, tires, batteries and yard clippings.

Leelanau County, along with the townships and villages, is responsible for funding such programs as recycling, electronics recycling, composting and household hazardous waste collection programs, and other such services in Leelanau County.

The Leelanau County Board of Commissioners has passed a Resolution authorizing the election as outlined in PA 69 of 2005, and imposition of the Act 69 funding mechanism is consistent with the Leelanau County Solid Waste Management Plan.

The Public Act 69 of 2005 charge shall be assessed to all housing units in the county and property owners and said charge will be placed on the Elmwood Twp. (municipality) winter ad valorem property tax bills. The local Treasurer shall collect the surcharge at the time the winter ad valorem property taxes are collected.

It is expressly understood and agreed by the County and Elmwood Twp. (municipality) that this Agreement shall terminate after the 10th year of collection of the Act 69 funding.

STATEMENT OF AGREEMENT:

Based on the above-stated facts, Elmwood Twp. (municipality) hereby agrees to participate in the Interlocal Agreement and authorize an election in Elmwood Twp. (municipality). The date of the election shall be November 2, 2010 and the amount of the proposed surcharge shall be \$29.00 per housing unit, and will be collected for ten (10) years on the winter ad valorem tax bills. The Leelanau County Planning Director is designated as the individual to negotiate the Interlocal Agreement with the municipalities and townships within the county and each municipality within the county will have until August 30, 2010 to approve an Interlocal Agreement with the county. **Commercial businesses will not be subject to the proposed surcharge.**

All funds so collected under PA 69 of 2005 shall be administered by Leelanau County in accordance with the Leelanau County Solid Waste Management Plan.

The persons signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument.

WITNESSED BY:

COUNTY OF LEELANAU

8/25/10 Patricia Smith
Date

Mary Jundberg
Chairperson, County Board of Commissioners

WITNESSED BY: Connie Preston

Elmwood Twp. (municipality)

8-20-10
Date

Jack Kelly

Appointments and Reappointments

June 8, 2020

1. Nathan McDonald to the Elmwood Township Planning Commission to fill the remaining term for Amanda Elliott expiring June 21, 2022.
2. Jeff Aprill reappointment to the Planning Commission for a 3 year term, June 8, 2020- June 7, 2023.
3. Doug Roberts reappointment to the Planning Commission for a 3 year term, June 8, 2020 – June 7, 2023.
4. Jeff Aprill reappointment to the Zoning Board of Appeals for a 3 year term, June 8, 2020 – June 7, 2023.
5. Gary Bergstrom reappointment to the Zoning Board of Appeals for a 3 year term, June 8, 2020 – June 7, 2023.
6. Fernando Meza reappointment to the Parks and Recreation Committee for a 2 year term, June 8, 2020 – June 7, 2022.

NATHAN MCDONALD

9260 E Grandview Rd · 231-944-0233
mcdonaldn1991@gmail.com

I am a dedicated, hardworking, and personable. I have always worked long term at my career placements and hold pride in my work, professionalism and opportunities to grow. I am always looking to expand my area of experience and take constructive criticism well. I really want to be involved with my community and help people, I'm open minded and have a high level of understanding!

EXPERIENCE

MAY 2017 – CURRENT

SERVICE MANAGER, SUBIE GUYS

Sales. Part logistics. Work delegation. Minor scheduling. Minor mechanical repairs. Customer Service.

FEBRUARY 2013 – CURRENT (TOS)

SERVICE TECHNICIAN, EARTHWORKS EXCAVATION

Major mechanical repair. Snowplowing. Maintenance.

JULY 2008– AUGUST 2016

SERVICE TECHNICIAN, WILLIAMS CHEVORLET

Sales. Customer Service. Minor Mechanical Repair.

EDUCATION

MAY 2010

HIGH SCHOOL DIPLOMA, TRAVERSE CITY WEST SENIOR HIGH SCHOOL

3.2 GPA, TBA CTC- Automotive Program, Mosaic Group at Bay Point Community Church.

SKILLS

- Attentive. Observant
- Dedicated to detail
- Basic zoning knowledge
- Management skills
- High teachability index
- Willing to accept change
- Personable. Friendly. Work well with others
- Sales experience

ACTIVITIES

Have always had a passion for cars, particularly Subaru's. I have ran my own Subaru in the Northwestern Michigan Fair's Tough Truck Competition the last four years and enjoy taking my Subaru out to the Silver Lake Sand Dunes. I am an avid outdoorsman and enjoy listening, socializing and meeting new people.

CHARTER TOWNSHIP OF ELMWOOD
RESOLUTION #8 OF 2020
BUDGET AMENDMENT RESOLUTION

At a regular meeting of the Board of the Charter Township of Elmwood, held in the Township Hall in the Township of Elmwood, County of Leelanau, Michigan, on the 8th day of June, 2020 there were

PRESENT:
ABSENT:

The following resolution was offered by _____ and seconded by _____.

WHEREAS, a budget was adopted on December 9, 2019 to govern the receipts and expenditures of various Township funds for the next fiscal year of the township, and
WHEREAS, as a result of unanticipated cost, it is necessary to modify the aforesaid budget and,
NOW THEREFORE BE IT RESOLVED, that the aforesaid budget be modified as follows:
Increase the following line items:

101-101-806 Contractual Fees and Service by \$8000.00 for a total of \$8000.00 to cover the cost of the Host Compliance contract.

Funds to come from the fund balance of the general fund.

Upon a roll call vote, the following voted:

YES:
NO:

RESOLUTION DECLARED ADOPTED

I, the undersigned, the Clerk of the Charter Township of Elmwood, Leelanau County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said municipality at its regular meeting held on June 8, 2020 relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Dated: June 8, 2020

Connie Preston, Clerk

Fish Cleaning Station

Dear Fellow Board Members:

As you know, we received \$99,660 in grants from the Great Lakes Fishery Trust in 2018. The Trust Fund was willing to extend the grant period for 1 year. After speaking to them in detail, it is clear they will not extend our grant another year. They also made it clear if we don't use these funds, they will be hesitant to fund any other programs in Elmwood Township in the future.

I am continuing to try to find private funding. I was asked by a group that owns several local restaurants if the Board would be willing to match their funds if they donated a substantial amount toward the remaining \$120,000 balance. This is why it is now on the agenda.

We have until the end of the year to utilize the Great Lakes Fishery Trust Grant. If this money goes away, it will not be coming back. I have worked on this project for over 10 years. We have the electric and plumbing ready at the site. I'm looking for guidance from the Board.

Are we as a Board willing to match funds? If it comes down to it, are we willing to pay the remaining balance to finish this process? I would hate to see this project die after all the work by the Marina Committee, our Planner and Engineers. The Marina design, which was driven by extensive public input and approved by the Board, included the fish cleaning station.

Thank you.

Supervisor Shaw