

**AGENDA**  
**ISHPEMING CITY COUNCIL SPECIAL MEETING**  
**Tuesday, February 21, 2016 at 6:30 p.m.**  
**Ishpeming City Hall, 100 E. Division Street, Ishpeming, MI 49849**  
**City Hall Telephone Number: 906-486-1091**

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Meeting Called to Order


Roll Call

Public Comment

**AGENDA ITEMS**

1. Joint meeting with the Parks and Recreation Commission
  - a) Public Hearing for the 2014-2018 Recreation Plan Amendment
  - b) Resolution of Adoption #2017-2: Recreation Plan Amendment
  - c) BMX Track/Skate Park
2. Declaration and Notice – Malton Road Non-Motorized Trail
3. Easement for Cold Storage in favor of Cliff's Natural Resources in exchange for Jasper Street Booster Station Easement

Adjournment

  
Mark Slown  
City Manager

16

RESOLUTION NO. 2017-2

RESOLUTION OF ADOPTION  
2014-2018 RECREATION PLAN AMENDMENT

Whereas, a proposed amendment to the 2014-2018 Recreation Plan has been prepared for the City of Ishpeming; and

Whereas, the Ishpeming Planning Commission and Parks and Recreation Commission has reviewed and recommended adoption of this plan this plan amendment to the City Council; and

Whereas, this plan amendment includes an inventory of parks and recreation facilities, long term recreation planning objectives, and an action program for achieving the objectives; and

Whereas, the City Council has reviewed the City Recreation Plan Amendment and is in full accord with the Plan Amendment.

Now, Therefore, Be It Resolved by the City Council of the City of Ishpeming that the 2014-2018 Recreation Plan Amendment for the City of Ishpeming be adopted for use in planning recreation facilities and programs in the community.

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Joseph Juidici  
Mayor

Adopted: February 21, 2017

I certify that I am the City Clerk of the City of Ishpeming and that the above is a true copy of the resolution adopted by a unanimous vote of the City Council at a meeting held on February 21, 2017.

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Tammie Leece  
City Clerk

## Cathy Smith

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**From:** City Manager  
**Sent:** Friday, February 10, 2017 11:12 AM  
**To:** 'Karl Lehmann'  
**Cc:** Cathy Smith; Joe Juidici (jcudighi@charter.net); Justin Koski; Mike Tonkin; Stuart Skauge (stuskauge@yahoo.com); DPW Director; Chad Radabaugh; jessica norton (jnorton@uproc.lib.mi.us); Ed Anderson (edmanderson@charter.net); Jim Lampman; Tammie Leece; Kaitlyn Feldbauer; DPW Clerk; Steve Snowaert; Carl Petersen  
**Subject:** RE: Activities for Youth

Karl,

Thank you for the input. You make great points.

All comments and suggestions are welcome. I will gather them for the meeting.

Whatever we do along these lines will be a Council decision.

Thanks again and have a great weekend!

Mark Slown  
City Manager  
City of Ishpeming  
100 E. Division Street  
Ishpeming, MI 49849  
906-485-1091, ext 204  
citymanager@ishpemingcity.org

**From:** Karl Lehmann [mailto:kjlehmann@aol.com]  
**Sent:** Friday, February 10, 2017 10:44 AM  
**To:** City Manager <citymanager@ishpemingcity.org>  
**Cc:** Cathy Smith <CathySmith@ishpemingcity.org>; Joe Juidici (jcudighi@charter.net) <jcudighi@charter.net>; Justin Koski <koskijus@gmail.com>; Mike Tonkin <miketonkin@sbcglobal.net>; Stuart Skauge (stuskauge@yahoo.com) <stuskauge@yahoo.com>; DPW Director <DPWDirector@ishpemingcity.org>; Chad Radabaugh <ChadRadabaugh@ishpemingcity.org>; jessica norton (jnorton@uproc.lib.mi.us) <jnorton@uproc.lib.mi.us>; Ed Anderson (edmanderson@charter.net) <edmanderson@charter.net>; Jim Lampman <financedirector@ishpemingcity.org>; Tammie Leece <Tammie@ishpemingcity.org>; Kaitlyn Feldbauer <citytreasurer@ishpemingcity.org>; DPW Clerk <DPWClerk@ishpemingcity.org>; Steve Snowaert <rentalregistration@ishpemingcity.org>; Carl Petersen <CPetersen@ishpemingcity.org>  
**Subject:** Re: Activities for Youth

No matter what we provide we will never please everyone with the diverse choice of activities for young and old alike. Skateboarding parks are relatively expensive endeavors especially at a time when we need to ask the taxpayers to dig deeper into their pockets. The optics aren't good right now. I would prefer to move slowly and start with a community steering committee. Let's shake the tree and survey the true demand.

Let's not forget that we have ballfields, tennis, pocket parks, basketball and quality skiing to name a few. I prefer to assess our park system with high marks for a small town.

I have liability concerns due to injury and security after hours and I would welcome some input from our police department.

I would prefer to offer locations and let the parents take the ball and run with it similar to the little league ballfields that were primarily built with volunteer labor and donations.

Karl

Sent from Karl Lehmann

On Feb 10, 2017, at 8:43 AM, City Manager <[citymanager@ishpemingcity.org](mailto:citymanager@ishpemingcity.org)> wrote:

All:

A young person recently posted the following comment on the City's facebook page:

"I wish i can give it a better score but the city is boring there is nothing to do they have nothing for kid except for the handful of rundown parks no one takes care of i wish they would build a skatepark and a bmx track for kids to go too keep them out of trouble ishpeming needs to clean up there act!"

Obviously, this statement is not grammatically correct, not completely accurate, and probably unfair in some ways. Yet, I recommend that we take it seriously. There are a few nuggets of gold contained in this note, which--if we act upon--will make our community better.

Mike Tonkin has been an advocate for a skate park and others have also talked about a BMX track. The City has room on City-owned land to create both of these facilities. We need to select a good location and begin planning/work. I'm sure that we can accomplish both of these projects with current funding (and some donations) in a year or two of dedicated work.

Regarding the comment "rundown parks," that is not completely accurate; however, we have not had funding or staff to do much with our many play lots and some of them are not very nice. Jon and I have discuss this situation, but have not come up with a solution.

Funding and manpower to maintain our extensive facilities is always going to be a challenge. We need to come up with creative solutions.

I have placed the item "BMX track and Skate Park" on the agenda of the Joint Council and Parks & Rec Commission meeting scheduled for February 21, 2017.

I look forward to your thoughts.

Thank you.

Mark Slown  
City Manager  
City of Ishpeming  
100 E. Division Street  
Ishpeming, MI 49849  
906-485-1091, ext 204  
[citymanager@ishpemingcity.org](mailto:citymanager@ishpemingcity.org)

## DECLARATION and NOTICE

This Declaration made this **21st** day of **February, 2017**, by the **City of Ishpeming**, a Michigan municipal corporation, **100 E Division Street, Ishpeming, MI 49849**, (hereafter called **City of Ishpeming**), being the owner of all the property described as:

The Malton Road Non-Motorized Trail corridor is 50 foot-wide, running parallel to the western edge of the Malton Road right-of-way (R.O.W.). The Malton Road R.O.W. is described as follows: the centerline of said street is: Part of the Northwest Quarter (NW ¼), the East Half of the Southwest Quarter (E ½ SW ¼), and the South Half of the Southeast Quarter (S ½ SE ¼) of Section Two (2) and part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Eleven (11), Township Forty-seven North Range Twenty-seven West (T47N-R27W), City of Ishpeming, Marquette County, Michigan, more particularly described as: Commencing at the Northwest corner of said Section 2; thence S89°48'01"E along the North line of said section 1270.68 feet to the centerline of a Sixty-six (66) foot wide public (R.O.W.), said R.O.W. being 33 feet on either side of the centerline thereof, the Point of Beginning;

Thence S16°51'50"E along said centerline 265.54 feet to a point of curvature; thence Southwesterly along said centerline and curve to the Right 194.24 feet, said curve having a radius of 232.00 feet and a delta of 47°58'18", the chord of which bears S07°07'19"W 188.62 feet; thence S31°06'28"W along said centerline 637.26 feet; thence S40°22'00"W along said centerline 306.19 feet to a point of curvature; thence Southwesterly along said centerline and curve to the Left 467.12 feet, said curve having a radius 500.00 feet and a delta of 53°31'40", the chord of which bears S13°36'10"W 450.32 feet; thence S13°09'40"E along said centerline 124.15 feet to a point of curvature; thence Southeasterly along said centerline and curve to the Left 437.71 feet, said curve having a radius of 530.74 feet and a delta of 47°15'11", the chord of which bears S36°47'15"E 425.41 feet; thence S60°24'51"E along said centerline 373.54 feet to a point of curvature; thence Southeasterly along said centerline and curve to the Right 754.08 feet, said curve having a radius of 663.00 feet and a delta of 65°10'01", the chord of which bears S27°49'51"E 714.09 feet; thence S04°45'10"W along said centerline 400.21 feet to a point of curvature; thence Southeasterly along said centerline and curve to the Left 2,097.90 feet, said curve having a radius of 1300.00 feet and a delta of 92°27'44", the chord of which bears S41°28'42"E 1,877.55 feet; thence S87°42'34"E 524.49 feet to a point of curvature; thence Southeasterly along said centerline and curve to the Right 1,228.81 feet, said curve having a radius of 900.00 feet and a delta of 78°13'43", the chord of which bears S48°35'42"E 1,135.57 feet; thence S09°28'50"E 349.36 feet to the Northerly R.O.W. of Business Route M-28 (AKA Ready Street), said R.O.W. being 100 feet wide, 50 feet on either side of the centerline thereof, as recorded in Document Number 2012R-06385, the Point of Ending of said centerline, said Point being located S89°16'25"W 1102.31 feet and S00°43'35"E 683.34 feet from the Southeast corner of said Section 2.

The Malton Road Non-Motorized Trail corridor begins at the Iron Ore Heritage Trail (IOHT) crossing of Malton Road on its southern end, running approximately 4000 feet northward parallel to and following the above described curvatures of Malton Road, thence running approximately 707 feet due west to New York Street. The Malton road Non-Motorized Trail corridor is subject to the exceptions, conditions, reservations and easements contained in all conveyances constituting the record chain of title to said land.

herein after referred to as the Property, attached hereto, located in Ishpeming, Marquette County, Michigan, hereby makes the following declaration to which the Property may be put.

WITNESSETH:

The declaration contained herein is based on the following factual recitals:

- A. The **City of Ishpeming** developed the Property, in part, through the grant of money from the Michigan Natural Resources Trust Fund.
- B. As a condition of the grant by the DNR, the **City of Ishpeming** has agreed to impose certain restrictions on the developed portion of the Property.

**NOW, THEREFORE**, the **City of Ishpeming** hereby declares that the portion of the property identified as the project area is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the obligation hereinafter set forth, all of which shall run with the land.

The lands included in this deed were developed by the **City of Ishpeming** with funding assistance from the Michigan Natural Resources Trust Fund pursuant to project agreement **TF14-0265** between the Michigan Department of Natural Resources and the **City of Ishpeming**, executed on **5/31/2015**. The project agreement describes certain requirements to ensure the long-term conservation of the property and its use for public outdoor recreation. The **City of Ishpeming** is placing this notice on record as confirmation of its obligations as set forth in the project agreement, including the requirement that the consent of the Michigan Department of Natural Resources and the Michigan Natural Resources Trust Fund Board of Trustees is required prior to the conveyance of any rights or interest in the property to another entity, or for the use of the property for purposes other than conservation or public outdoor recreation.

Name of Local Unit

By: **City of Ishpeming**

**STATE OF MICHIGAN**  
**COUNTY OF MARQUETTE**

The foregoing instrument was acknowledged before me this **21st** day of **February, 2017**, by

\_\_\_\_\_  
Tammie Leece, City Clerk

\_\_\_\_\_  
Joseph Juidici, Mayor

\_\_\_\_\_  
Notary Public, Marquette County,

My Commission Expires:

Prepared by: GEI Consultants of Michigan, PC

**EASEMENT AGREEMENT  
DRILL CORE STORAGE BUILDINGS**

This “**Easement Agreement**” is made effective beginning \_\_\_\_\_, 2016 and is entered into between **THE CITY OF ISHPEMING**, a Municipal Corporation, whose address is 100 East Division Street, Ishpeming, Michigan 49849 (“**Grantor**”), and **THE CLEVELAND-CLIFFS IRON COMPANY**, an Ohio corporation, whose address is of 200 Public Square, Suite 3300, Cleveland, Ohio 44114 (“**Grantee**”).

NOW, THEREFORE, for nonmonetary consideration already paid, the receipt and sufficiency of which are hereby acknowledged, in consideration of the mutual covenants and agreements set forth below, including annual rental payments to be paid as hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1.     **Purpose and Grant.** This Easement Agreement relates to certain buildings being used by the Grantee, pursuant to a lease with the Grantor, for the storage of drill cores (the “Buildings”). Grantor does hereby give and grant to Grantee, on an exclusive basis, except as provided herein, the right, title, privilege and easement of using, maintaining, repairing, and improving the Buildings and adjacent lands surrounding the perimeter of the Buildings as described in Exhibit A with the approximate location depicted in Exhibit B.

2.     **Easement in Gross.** This easement is given to Grantee in gross. The purpose of making this easement in gross is to eliminate any interpretation that the parties intended or contemplated that the Grantee’s rights automatically transferred to another person or entity when it conveys a portion of its real estate, which may or may not be benefitted by the Easement Agreement. However, if the Grantee expressly intends to convey its entire interest in this Easement Agreement to another entity or person, it may do so by recording an assignment expressing that intent.

3. **Encumbrances.** This easement is granted subject to any and all road, railroad, telephone, electric transmission line, and other public or private rights now existing, and to all leases previously granted by Grantor to others covering the use of all or any portion of said land. Grantee shall make its own arrangements with such occupants covering their respective rights.

4. **Annual Payments.** In partial consideration of the granting of this easement, Grantee agrees to pay to Grantor the sum of one hundred dollars and no cents (\$100.00), annually, the first annual payment to be due and payable within thirty (30) days following the execution hereof, and on March 31 of each subsequent year. Annual payments shall increase annually by three percent (3%) and shall continue to be due and payable until this Easement Agreement shall terminate.

5. **Indemnification.** Grantor shall not be liable for the maintenance, improvement, operation, and/or existence of said Buildings, and shall not be liable for any injuries or damages whatsoever arising therefrom. Grantee shall at all times fully indemnify and save harmless the Grantor from any and all claims for injuries or damages to persons or property in any manner arising from or growing out of the maintenance, improvement, operation, and/or existence of said Buildings.

6. **Allocation of Risk.** This easement is granted subject to all existing risks and dangers connected with the occupancy of said Buildings and all risks and dangers which may hereafter arise, including those arising by reason of the past, present or future carrying on, by Grantor or any other person or corporation, of logging, mining, quarrying, or like business on, in or under said premises or lands adjacent to or in the neighborhood thereof. This easement is also granted subject to all existing risks and dangers connected with the maintenance, improvement, operation, and/or existence of said Buildings. Grantee assumes, acknowledges, and accepts any and all such risks and dangers.

7. **Termination.** Grantee may terminate this Easement Agreement and all its rights and privileges hereunder at any time, for any or no reason, by giving to Grantor written notice of termination not less than ninety (90) days prior to the date of termination.

8. **Recordable Release.** Upon termination of this Easement Agreement for any cause, the terminating party shall record a written termination of this Easement Agreement, deliver a copy of the same to the other party, and release and surrender hereof and of all its rights and privileges hereunder.

9. **Notices.** All notices required hereunder shall be served by registered United States mail, addressed to the opposite party at the address hereinabove given or at such other address as the parties shall hereafter designate in writing.

10. **Compliance with Laws and Regulations.** Grantee shall comply with all laws, regulations, and orders issued by any duly constituted governmental authority relating to the use to be made of any portion of the easement.



11. **Assignment.** Neither Grantor nor Grantee may assign its rights or obligations under this Easement Agreement except an assignment made: (i) in connection with a transfer (including by way of sale of equity or assets, merger or consolidation) of its entire business, provided that the entity to which such transfer was made assumes in writing all of the transferring Party's obligations under this Easement Agreement; (ii) to any entity directly or indirectly controlling, controlled by or under common control with it, as long as in such case it remains fully liable hereunder; or (iii) with the prior written consent of the non-transferring Party, which consent shall not be unreasonably withheld.

12. **Successors and Assigns.** This Easement Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Grantor and the Grantee.

13. **Entire agreement.** This Easement Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Easement Agreement, and all prior negotiations and agreements with respect to the easement between the parties, whether written or oral, shall be of no further force and effect. This Easement Agreement may not be modified except by a written document signed by both parties.

14. **Severability.** If any term, covenant, or condition of this Easement Agreement, or the application of which to any party or circumstance, shall be to any extent held invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Easement Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **Jurisdiction and venue.** Any disputes under this Easement Agreement shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Marquette County, Michigan.

16. **Exhibits.** The following exhibits are attached and made a part of this Easement Agreement:

Exhibit A – DESCRIPTION OF THE EASEMENT

Exhibit B – MAP OF THE EASEMENT

17. **Counterparts.** This Easement Agreement may be executed in counterparts, with originals to follow by mail, each of which when so executed shall be deemed an original and such counterparts shall together constitute but one and the same instrument.

NOTE: This easement agreement is exempt from real estate transfer taxation under the provisions of MCL §207.505(h)(i) and § 207.526(h)(i).

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first set forth above.

THE CITY OF ISHPERING

By: \_\_\_\_\_

STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF MARQUETTE            )

The attached or foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ on behalf of The City of Ishpeming.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

THE CLEVELAND-CLIFFS IRON COMPANY

\_\_\_\_\_  
By: James M. Kochevar  
Its: Vice President

STATE OF MICHIGAN                    )  
COUNTY OF MARQUETTE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public, personally appeared James M. Kochevar, of, The Cleveland-Cliffs Iron Company, its Vice President, to me known to be the same person described in and who executed the within instrument, who have acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Prepared by and return to:  
Brandon J. Evans of  
Kendricks, Bordeau, Adamini,  
Greenlee & Keefe, P.C.  
128 West Spring Street  
Marquette, MI 49855

**EXHIBIT A**

DESCRIPTION OF THE EASEMENT

[TO BE INSERTED]

**EXHIBIT B**

MAP OF THE EASEMENT

[TO BE INSERTED]

**EASEMENT AGREEMENT  
JASPER STREET BOOSTER STATION**

This “**Easement Agreement**” is made effective beginning \_\_\_\_\_, 2016 and is entered into between **THE CLEVELAND-CLIFFS IRON COMPANY**, an Ohio corporation, whose address is of 200 Public Square, Suite 3300, Cleveland, Ohio 44114 (“**Grantor**”), and **THE CITY OF ISHPEMING**, a Municipal Corporation, whose address is 100 East Division Street, Ishpeming, Michigan 49849 (“**Grantee**”).

NOW, THEREFORE, for nonmonetary consideration already paid, the receipt and sufficiency of which are hereby acknowledged, in consideration of the mutual covenants and agreements set forth below, including annual rental payments to be paid as hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Purpose and Grant.** This Easement Agreement relates to certain land and a building being used by the Grantee, pursuant to a lease with the Grantor, for a booster station and utilities including underground utilities (the “Infrastructure”). Grantor does hereby give and grant to Grantee, on an exclusive basis, except as provided herein, the right, title, privilege and easement of using, maintaining, repairing, and improving the Infrastructure as described in Exhibit A with the approximate location depicted in Exhibit B.

2. **Easement in Gross.** This easement is given to Grantee in gross. The purpose of making this easement in gross is to eliminate any interpretation that the parties intended or contemplated that the Grantee’s rights automatically transferred to another person or entity when it conveys a portion of its real estate, which may or may not be benefitted by the Easement Agreement. However, if the Grantee expressly intends to convey its entire interest in this Easement Agreement to another entity or person, it may do so by recording an assignment expressing that intent.

3. **Encumbrances.** This easement is granted subject to any and all road, railroad, telephone, electric transmission line, and other public or private rights now existing, and to all leases previously granted by Grantor to others covering the use of all or any portion of said land. Grantee shall make its own arrangements with such occupants covering their respective rights.

4. **Annual Payments.** In partial consideration of the granting of this easement, Grantee agrees to pay to Grantor the sum of one hundred dollars and no cents (\$100.00), annually, the first annual payment to be due and payable within thirty (30) days following the execution hereof, and on March 31 of each subsequent year. Annual payments shall increase annually by three percent (3%) and shall continue to be due and payable until this Easement Agreement shall terminate.

5. **Indemnification.** Grantor shall not be liable for the maintenance, improvement, operation, and/or existence of said Infrastructure, and shall not be liable for any injuries or damages whatsoever arising therefrom. Grantee shall at all times fully indemnify and save harmless the Grantor from any and all claims for injuries or damages to persons or property in any manner arising from or growing out of the maintenance, improvement, operation, and/or existence of said Infrastructure. This provision shall survive termination of this agreement.

6. **Allocation of Risk.** This easement is granted subject to all existing risks and dangers connected with the occupancy of said Infrastructure and all risks and dangers which may hereafter arise, including those arising by reason of the past, present or future carrying on, by Grantor or any other person or corporation, of logging, mining, quarrying, or like business on, in or under said premises or lands adjacent to or in the neighborhood thereof. This easement is also granted subject to all existing risks and dangers connected with the maintenance, improvement, operation, and/or existence of said Infrastructure. Grantee assumes, acknowledges, and accepts any and all such risks and dangers.

7. **Abandonment by Grantee.** If at any time, the Infrastructure is abandoned or this Easement is terminated as to all or any portion of the easement, Grantee will be responsible for removal of the Infrastructure, its personal property and any debris, along with the establishment of vegetation on such portion of the easement. Grantee is responsible for remediation of any and all environmental hazard or contamination on, in, or under the easement area at said time.

8. **Termination.** Grantee may terminate this Easement Agreement and all its rights and privileges hereunder at any time, for any or no reason, by giving to Grantor written notice of termination not less than ninety (90) days prior to the date of termination.

9. **Recordable Release.** Upon termination of this Easement Agreement for any cause, the terminating party shall record a written termination of this Easement Agreement, deliver a copy of the same to the other party, and release and surrender hereof and of all its rights and privileges hereunder.

10. **Notices.** All notices required hereunder shall be served by registered United States mail, addressed to the opposite party at the address hereinabove given or at such other address as the parties shall hereafter designate in writing.

11. **Compliance with Laws and Regulations.** Grantee shall comply with all laws, regulations, and orders issued by any duly constituted governmental authority relating to the use to be made of any portion of the easement.

12. **Assignment.** Neither Grantor nor Grantee may assign its rights or obligations under this Easement Agreement except an assignment made: (i) in connection with a transfer (including by way of sale of equity or assets, merger or consolidation) of its entire business, provided that the entity to which such transfer was made assumes in writing all of the transferring Party's obligations under this Easement Agreement; (ii) to any entity directly or indirectly controlling, controlled by or under common control with it, as long as in such case it remains fully liable hereunder; or (iii) with the prior written consent of the non-transferring Party, which consent shall not be unreasonably withheld.

13. **Successors and Assigns.** This Easement Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Grantor and the Grantee.

14. **Entire agreement.** This Easement Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Easement Agreement, and all prior negotiations and agreements with respect to the easement between the parties, whether written or oral, shall be of no further force and effect. This Easement Agreement may not be modified except by a written document signed by both parties.

15. **Severability.** If any term, covenant, or condition of this Easement Agreement, or the application of which to any party or circumstance, shall be to any extent held invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Easement Agreement shall be valid and enforced to the fullest extent permitted by law.

16. **Jurisdiction and venue.** Any disputes under this Easement Agreement shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Marquette County, Michigan.

17. **Exhibits.** The following exhibits are attached and made a part of this Easement Agreement:

Exhibit A – DESCRIPTION OF THE EASEMENT

Exhibit B – MAP OF THE EASEMENT

18. **Counterparts.** This Easement Agreement may be executed in counterparts, with originals to follow by mail, each of which when so executed shall be deemed an original and such counterparts shall together constitute but one and the same instrument.







830 West Washington  
 Marquette, MI 49855  
 906 228.5125  
 906 228 5126 Fax  
 www.trimediaee.com

### JASPER STREET BOOSTER STATION

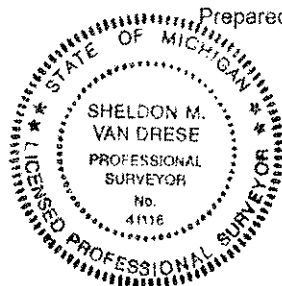
#### A PERPETUAL UTILITY EASEMENT FOR THE EXPANSION OF THE EXISTING BOOSTER PUMP STATION

A perpetual public utility easement for construction, operation and maintenance of underground utilities and appurtenances on, over, across, under and through the following described parcel.

A parcel of land located in the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼), of Section Ten (10), Township Forty-seven North, Range Twenty-seven West (T47N, R27W), in the City of Ishpeming, County of Marquette, State of Michigan:

Commencing at the North Quarter Corner of said Section Ten (10); thence S00°13'04"W 1260.35 feet (to the NW Corner of said SW-NE); thence S00°13'38"W 663.04 feet along the N-S ¼ Line; thence Due East 645.68 feet; thence N74°34'07"E 792.17 feet, (to the Westerly R/W of Jasper Street); thence S25°33'29"E 51.99 feet along said right-of-way; thence S08°18'29"E 24.33 feet to the Point of Beginning; thence S08°18'29"E 70.81 feet; thence S58°36'06"W 48.92 feet; thence N08°18'29"W 90.00 feet; thence N81°41'31"E 45.00 feet to the Point of Beginning.

The above described parcel contains 0.08 acres, more or less.



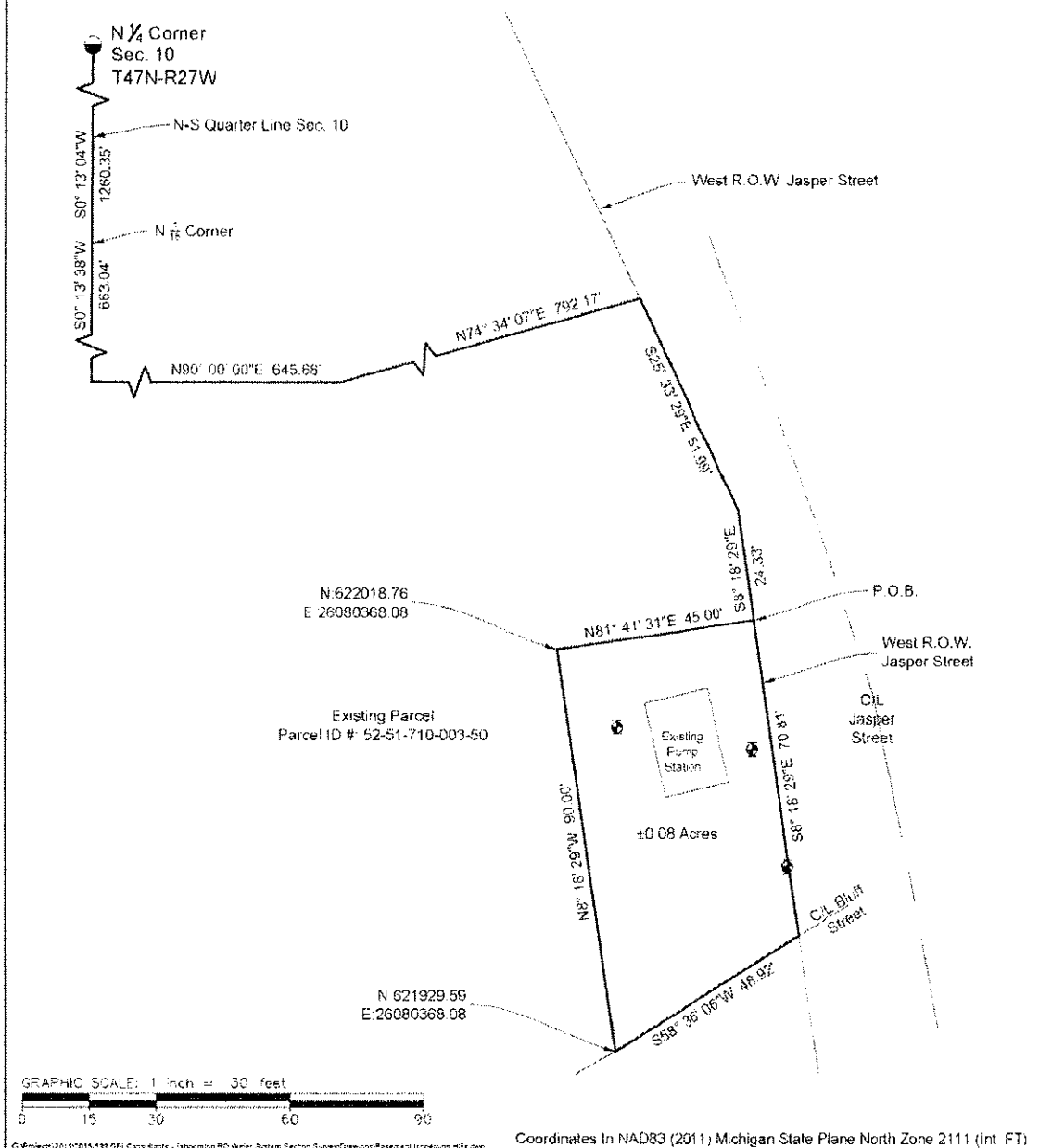
Prepared by: Trimedia Environmental & Engineering Services, LLC  
 830 West Washington  
 Marquette, MI 49855  
 (906) 228-5125

By: Sheldon M. Van Drese 7/5/16  
 Sheldon M. Van Drese, P.S.  
 MI License No. 41116

Prepared for: GEI  
 cc: TriMedia Project 2015-199

## EXHIBIT 'B' JASPER STREET BOOSTER STATION

PREPARED FOR: GEI CONSULTANTS



NOTE: THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED. THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE ABOVE CLIENT.

● = FOUND IRON (AS NOTED)    △ = FOUND CONCRETE MONUMENT    (R) = RECORD DIMENSION  
 ○ = SET IRON WITH P.S. CAP    - OTHER (AS NOTED)    (M) = MEASURED DIMENSION  
 ▲ = SET CONCRETE MONUMENT    (C) = CALCULATED DIMENSION

<p>830 WEST WASHINGTON STREET MARQUETTE, MICHIGAN 49855 1(906)228-5125</p> <p>ESCANABA, MICHIGAN   PHOENIX, ARIZONA   MARSHALL, MICHIGAN   MADISON, WISCONSIN</p>		<p>TRIMEDIA ENVIRONMENTAL AND ENGINEERING, LLC</p> <p>BY: <i>Sheldon Van Drese</i> Sheldon Van Drese, P.S. NO. 41116</p> <p>DATE: <i>4/8/16</i></p>	
<p>SCALE: 1" = 30'</p>		<p>NORTH</p>	
<p>CLIENT: GEI CONSULTANTS</p>		<p>BEARING BASIS ODD NCRD 2007R-04974</p>	
<p>APPROVED BY: SMV</p>		<p>SEC. TWP. RGE 10 47N 27W</p>	
<p>DRAWN BY: EJR</p>		<p>MUNICIPALITY CITY OF ISHPeming</p>	
<p>PROJECT DESCRIPTION: SKETCH</p>		<p>ENCROACHMENTS NONE</p>	
<p>PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE 1/4 - SW 1/4) OF SECTION TEN (10), TOWNSHIP FOURTY-SEVEN NORTH RANGE TWENTY-SEVEN WEST (T47N-R27W), CITY OF ISHPeming, MARQUETTE COUNTY, MICHIGAN</p>		<p>SHEET 2 OF 2</p>	

