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CARLA A L'HUILLIER
REGISTER OF DEEDS
MARQUETTE COUNTY, MI
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**REVISED AGREEMENT AS-109 TO USE AND OCCUPY
UNPATENTED GREAT LAKES
BOTTOMLANDS FOR PUBLIC PURPOSES**



PART 325 GREAT LAKES SUBMERGED LANDS, ACT 451, P.A. 1994, AS AMENDED,

**STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY**

WHEREAS, the Department of Environmental Quality has determined that the grantee may occupy and use the water area and the unpatented bottomlands hereinafter described without substantially affecting the public trust, and that the public trust in the adjacent waters will not be impaired, and

WHEREAS, the use purposed is of an overall beneficial nature.

WHEREAS, this agreement, was originally executed on October 11, 1999, by and between the State of Michigan by the Department of Environmental Quality, P.O. Box 30458, Lansing, Michigan 48909, party of the first part and the city of Marquette, 300 West Baraga, Marquette, Michigan 49855, party of the second part, pursuant to an application under Part 325, Act 451, Public Acts of 1994, as amended, and approved by the party of the first part on November 2, 1998, and by the State Administrative Board on November 17, 1998, and

WHEREAS, this document is issued to amend Public Use Agreement AS-109 executed between the same parties and recorded in Liber 159, Page 415, Marquette County Register of Deeds, on October 28, 1999; ✓

In consideration of the terms, conditions and agreements contained herein, the party of the first part agrees to allow the party of the second part to occupy and use the following described unpatented Great Lakes bottomlands, county of Marquette:

A parcel of filled and unfilled unpatented Lake Superior bottomland opposite, contiguous and adjacent to Government Lots 2, 3, and 4, Section 23, Township 48 North, Range 25 West, described as:

Commencing at the intersection of the centerlines of Lake Street and Washington Street as laid out in the city of Marquette; thence S 77° 58' 47" E along the extension of the centerline of said Washington Street 97.00 feet to its intersection with the U.S. Government survey meander line; continuing S 77° 58' 47" E 103.00 feet; thence S 11° 30' 00" W 209.00 feet along the existing shoreline; thence S 77° 45' 00" E

39.90 feet along the existing shoreline; thence S 11° 30' 00" W 93.00 feet along the existing shoreline; thence S 16° 00' 00" W 100.22 feet along the existing shoreline; thence S 16° 00' 00" W 56.78 feet along the existing shoreline; thence N 76° 00' 00" W 23.00 feet along the existing shoreline; thence S 17° 00' 00" W 73.00 feet along the existing shoreline to the Point of Beginning; thence continuing S 17° 00' 00" W 126.71 feet along the existing shoreline; thence S 60° 34' 00" E 1101.72 feet; thence N 29° 26' 00" E 171.46 feet; thence N 60° 34' 00" W 895.10 feet; thence N 72° 05' 53" W 238.72 feet to the Point of Beginning, containing 4.277 acres, more or less.

The occupancy and use of said bottomlands shall be subject to the following conditions:

1. The occupancy shall be governed by the terms of Part 325, Act 451, P.A., 1994, as amended, and the rules and regulations promulgated thereunder.
2. All maintenance, improvements, and/or alterations shall be made in such a manner as to not interfere with the public rights of navigation and the public trust in the adjacent waters and shall be approved by the State before commencement.
3. Upon the termination of this agreement, the party of the second part will vacate said land and will, at their cost and expense, remove any and all equipment, facilities and installations made hereunder, as required by the Department.
4. This agreement shall not be assignable unless approved in writing by the party of the first part.
5. The attached drawing delineates the structures which are authorized to occupy the subject state-owned bottomlands.
6. The party of the second part and all successors covenants and agrees to save and hold the State harmless from any damages to persons or property and damages of every kind and description from any cause arising out of this agreement of the use of the premises and any structures, piling, facilities, and appurtenances thereon during the term of this agreement.
7. The above described premises contain an old ore dock used to transfer iron ore from railroad cars to lake freighters. The Grantee does not intend and is not permitted to use the premises for unloading bulk commodities unto floating vessels. The Grantee will restore and maintain the premises to a condition that is considered safe by both the Grantee and Grantor. The Grantee will maintain the dock in a manner so that it may serve as a break water and a wind break, protecting adjacent structures from storms. The Grantee may use the premises in a manner that is consistent with public park purposes. Such permitted uses include, but are not limited to, walkways and promenades, public fishing access sites, exhibitions and historical interpretations, etc. Uses that will not be permitted include, but are not limited to uses that exclude the general public or uses for private, commercial purposes. Grantee will obtain a Marina Lease from the State of Michigan prior to construction of or operation of any boat docking facility except for lay along docking.
8. Removal of any and all wood, concrete, and steel superstructure is specifically allowed.
9. This agreement shall become effective on the date of signing by the parties. The first 25-year term expires on October 10, 2024. One renewal period of 25 years is available upon a written request from the Grantee and after a determination by the Grantor that the Grantee complied with the terms and conditions of the agreement during the original 25-year term. Grantee and Grantor both agree that the terms of this agreement may be renegotiated at any time both parties so desire.
10. Grantee covenants and agrees that the occupation and use of the property is subject to and will be exercised according to all applicable state, federal, and municipal statutes, and ordinances and that this agreement does not limit the power of the State of Michigan, its political subdivisions or the United States of America to enact and enforce legislation, or to adopt and enforce regulations or ordinances affecting directly or indirectly, the activity of the Grantee or its agents in connection with this agreement or the value of the interest held under this agreement.

It is expressly agreed between the Grantee and the Grantor that this agreement shall be subject to the rules and regulations duly promulgated by the Department of Environmental Quality now and hereafter in force relative to such agreements, all of which rules and regulations are made a part of condition of this agreement, provided, however, that no rules and regulations made after the approval of this agreement shall operate to affect the term of the agreement, bond requirements, rental, or area of the subject premises unless agreed by both parties.

IN WITNESS WHEREOF, the Department has hereunto subscribed its name and affixed the seal of said Department the day and year first hereinabove written.

Signed, Sealed and Delivered in Presence

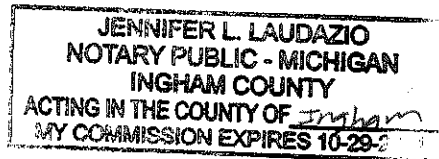
DEPARTMENT OF ENVIRONMENTAL
QUALITY
STATE OF MICHIGAN

By Teresa Seidel
Teresa Seidel
Date 2/12/18

STATE OF MICHIGAN)
)ss
County of Ingham)

On this 12th day of February, 2018 personally appeared before me, a Notary Public in and for the county of Ingham, Teresa Seidel of the Department of Environmental Quality (DEQ) personally known to me to be the same person who executed the foregoing instrument, and who acknowledged the same to be her free act and deed, and the free act and deed of the DEQ in whose behalf acts, and for the purpose in said instrument set forth.

Jennifer L. Laudazio
Notary Public
Ingham County



My Commission Expires: 10-29-2021

City of Marquette
Grantee

By David J. Campana
Signature

David J. Campana
Print Name Here - mayor

By Kris M. Hazeres
Signature

Kris M. Hazeres
Print Name Here clerk

Dated 1-30-18

STATE OF MICHIGAN)
) ss
County of)

On this 30th day of January, 2018 appeared David J. Campana and Kris M. Hazeres to me personally known, and being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Marquette, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and City Commission and _____ acknowledge said instrument to be the free act and deed of said corporation.

Lisa M. McGuire
Notary Public

Marquette County

My Commission Expires: Aug. 14, 2022

LISA M. McGUIRE
Notary Public, Marquette County, Michigan
My commission expires August 14, 2022

Prepared by and Return To:
Thomas P. Graf
Department of Environmental Quality
Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

