CITY COUNCIL WORKSHOP AGENDA
October 9 2024, 4:00 p.m.

This is an in-person meeting at Saugatuck City Hall, 102 Butler St, Saugatuck, MI 49453.
The meeting will also be available live, virtually on Zoom.

NOTICE:
Join online by visiting:
https://us02web.zoom.us/j/2698572603

Join by phone by dialing:
(312) 626-6799 -or-
(646) 518-9805

Then enter "Meeting ID":
2698572603

Please send questions or comments regarding meeting agenda items prior to meeting to:
rcummins@saugatuckcity.com

Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or jwolters@saugatuckcity.com for further information.

1. **Call to Order**
2. **Roll Call**
3. **Agenda Changes** *(Additions/Deletions)*
4. **Guest Speaker**
5. **Public Comment on Agenda Items Only** *(Limit 3 minutes)*
6. **Discussion Items:**
   - **A.** Water and Sewer Rate Studies ***Pg.2***
   - **B.** Development Due Diligence Agreement for Old Landfill Property ***Pg.8***
   - **C.** Proposed Conservation Easement for Eastern Portion of the Old Airport Property ***Pg.13***
7. **Public Comments** *(Limit 3 minutes)*
8. **Correspondence**
9. **Council Comments**
10. **Adjourn**

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: October 9, 2024

SUBJECT: Water and Sewer Rate Study

DESCRIPTION:

In June 2023, the City Council approved engaging Baker Tilly for a water rate study to comply with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) requirement to submit a water asset management plan:

> Motion by Lewis, second by Baldwin to approve proposal provided by Baker Tilly for Asset Management Plan and Rate Study in the amount of $10,500.00. Via roll call vote, motion carried 6-0.

Andy Campbell was the rate consultant who conducted the study. Mr. Campbell provided recommendations that the City implement a water capital improvement charge to provide adequate cash flow to fund necessary future improvements to water mains and lead service lines. In June, City Council approved one of Mr. Campbell's recommended options.

Mr. Campbell has since left Baker Tilly and moved to the firm, Bendzinski & Co. Under a separate agreement, he continues to assist with ongoing water and sewer agreement negotiations with the KLSWA.

Based on current recommendations for funding local asset repairs and the likelihood of certain common assets transitioning to KLSWA, the water rates will need further study. The City also has future sewer system needs and should evaluate necessary cash flow for future repairs and replacement. In addition, the connection fees for both water and sewer haven't been updated since 1996 and need review.

Baker Tilly hasn't billed the City for any of Mr. Campbell's previous water rate study work. Mr. Campbell has submitted the attached proposal to study both water and sewer rates, including connection fees. The water study fee is the same as the Baker Tilly proposal. While it is doubtful

Baker Tilly will be charging a fee for Mr. Campbell's previous work, he has advised he will reduce the water study fee by the amount they bill the City. Effectively, the City will get further water rate studies under the same rate we were already expecting to pay. The sewer study will be additional cost.

BUDGET ACTION REQUIRED:
Sufficient planning dollars are appropriated in the water/sewer department fund to cover the costs.

LEGAL REVIEW:
The City Attorney will be at your meeting if you have any questions.

SAMPLE MOTION:
Motion to approve an agreement with Bendzinksi & Company Municipal Finance Advisors in the amount of $21,000 for water and sewer rate studies.

Bendzinski & Co.
MUNICIPAL FINANCE ADVISORS

September 15, 2024

RE: City of Saugatuck – Water Sewer Rate Studies

Dear City of Saugatuck,

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the rate consultant for the above-referenced user rate studies. This letter will confirm the scope and terms of our engagement:

- Review and analyze historical operating expenses using audit and budget information.
    - 2-4 years of audits and budgets.
    - Current and proposed (if available) budget.
- A "Test Year" is developed that reflects a "normalized" operating budget.
    - Current and/or proposed budgets are considered.
    - Analysis of anticipated changes to operating costs with both client input and our input.
    - Inflation multipliers are analyzed and attached to each budget line item.
- Existing debt is analyzed.
    - Drafting of existing semi-annual debt service by debt issue.
    - Refinancing and/or restructuring possibilities are explored.
- The customer base is analyzed, including the number of meter equivalents, billable flow, treated/pumped flow and other methods.
    - This information is verified by applying it to the current rate structure to ascertain margin of error compared to audited and budgeted revenues.
    - Other operating and non-operating revenues analyzed for trends and stability.
    - Analysis of assumptions made for duration of the analysis, including prediction of meter equivalents, billable flow and other user rate revenue methods.
- Capital improvement plans are analyzed and discussed.
    - Annual asset management plans are analyzed, and scenarios are developed for cash funding and debt funding costs.
    - Funding asset management plans from cash reserves is analyzed against potential efficiency of grouping certain costs together for purposes of debt financing.

17000 Kercheval Ave • Suite 230 • Grosse Pointe, Michigan 48230
(313) 961-8222
E-mail • acampbell@bendzinski.com

  - Financing options are considered including the State Revolving Fund, USDA Rural Development, other agency funding sources and open market bonds. Various term options, bond securities and possible interest rate scenarios are considered.

- Cash reserve analysis.
  - Cash and investments are analyzed for trending and stability, including restricted funds.
  - A cash reserve policy is recommended based on the fund's stability, capital improvement plans, size of the system and changing customer dynamics.
- User rate management is considered with various options and scenarios.
  - Appropriateness of rate structure, including the proportion of revenue generated from ready to serve and commodity charge, is analyzed.
  - Rate adjustments of a one-time nature, annual inflationary increases and other options are considered.
- Meetings
  - In-person attendance of three meetings is included.
    - This includes a rate presentation to be conducted by the company to discuss findings and recommendations.
  - Virtual attendance of Teams meetings and/or calls is included.
- Reports
  - Upon completion of study, a five-year user rate recommendation will be made.
  - Provide financial information, important supporting data, important trends and analysis, narrative detailing findings and recommendations.
- Usual and customary rate consultant services as may be requested by the Client.

<u>Water Rate Study</u>

Bendzinski & Co. proposes a fee of $10,500. The typical billing method for this service is quarterly bills until completion, but this can be negotiated with the Client.

<u>Sewer Rate Study</u>

Bendzinski & Co. proposes a fee of $10,500. The typical billing method for this service is quarterly bills until completion, but this can be negotiated with the Client.

Bendzinski & Co. is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer's evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Copies of Bendzinski & Co.'s filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page, which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors



Andy Campbell, CPA
Registered Municipal Advisor

Accepted: _____, 20__

CITY OF SAUGATUCK, STATE OF MICHIGAN

Signature:_____

Printed Name:_____

Title:_____

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: October 9, 2024

SUBJECT: Development Due Diligence Agreement for Old Landfill Property

DESCRIPTION:

In March, City Council held a workshop meeting to discuss a request from Ken Butler of the Saugatuck Township Parks and Recreation Commission to evaluate the City's old landfill property (off of I-196) for possible cross-country running trails. Mr. Butler advised the Saugatuck Parks and Recreation Commission had interest in a lease for the property to construct and maintain the trails.

The Council was advised of the following in March:

- The City Parks and Public Works Committee discussed Mr. Butler's request and passed a motion requesting that the Council consider evaluating steps to lease the landfill property to Saugatuck Township for the purpose of establishing and maintaining cross country trails for Saugatuck Public Schools.
- A Phase 1 environmental assessment was completed last year.
- Preliminary advice from Fleis and Vanderbrink suggested passive recreational use may be feasible, provided the cover material remains intact. Final approval would require additional testing (methane, vent overhaul) and a plan to maintain the landfill cap.
- EGLE advised that limited development could be possible with proper care and maintenance.
- Historical agreements with Waste Management, the former operator of the landfill, may impact the use of the site.
- Further evaluation of the site will require environmental testing, engineering work, and legal review, the costs of which were unknown.

Council advised staff to work with the Township to evaluate the potential due diligence costs and explore a cost share agreement. Staff has met with Township staff as requested.

The Saugatuck Township Parks Commission and Township Board have proposed entering into the attached development due diligence agreement. Highlights of the agreement include:

- **Purpose:** The agreement aims to establish a period of exclusivity for the Township to determine the feasibility of developing the landfill parcels for recreational uses, including a cross-country course.

- **Parcel Ownership:** The Township obtained title work. The landfill involves two parcels. The City owns Parcel 1, while the City and Township jointly own Parcel 2.



- **Exclusivity Period:** During the six-month exclusivity period, the Township will have rights to conduct due diligence investigations on the parcels. The Township will cover these costs.

- **Due Diligence Activities:** The Township may conduct surveys, inspections, investigations, and tests, including environmental assessments.

- **Proposed Purchase Agreement or Lease:** The Township is interested in acquiring the City's interests in Parcels 1 and 2 or, alternatively, obtaining a long-term lease. If the Township determines development for recreational purposes is feasible, it will propose a purchase or lease agreement to the City.

- **No Obligation to Sell or Purchase:** The agreement does not obligate either party to sell, lease, or purchase the parcels.

Given the liabilities and limited uses associated with landfill properties, the Township's interest in developing the land for recreational purposes, and the potential benefits to the Saugatuck community, I recommend the City Council approve this agreement with the attached redline

changes. This will allow the Township to conduct the necessary assessments while ensuring the City retains the ability to make final decisions regarding the sale or lease of the parcels.

LEGAL REVIEW:

Legal has talked with the Township Attorney and reviewed the proposed agreements. Recommended changes have been incorporated.

SAMPLE MOTION:

N/A – Workshop item at this time.

DEVELOPMENT DUE DILIGENCE AGREEMENT

This Development Due Diligence Agreement (this "Agreement") is made as of the last date of signing below by the City of Saugatuck, a Michigan home rule city, the principal business address of which is 102 Butler St., Saugatuck, MI 49453 (the "City"), and Saugatuck Township, a Michigan general law township, the principal business address of which is 3461 Blue Star Highway, Saugatuck, MI 49453 ("Township").

RECITALS

A. The City owns a vacant and undeveloped parcel in the Township that is designated as Tax I.D. No. 03-20-260-011-00 ("Parcel 1").

B. The City and the Township each own a one-half interest in the adjoining parcel to the east of Parcel 1 that is designated as Tax I.D. No. 03-20-260-012-00 ("Parcel 2").

C. The Township is interested in acquiring the City's interests in Parcels 1 and 2 or, alternatively, obtaining a long-term lease of such interests, so that it can develop the parcels for recreational uses, including but not limited to the development of a cross-country course to be used by the Saugatuck Public Schools' cross-country teams.

D. The City and Township are entering into this Agreement to establish a period of exclusivity in which the Township can conduct further due diligence to determine whether the Parcels are suitable for such development.

TERMS AND CONDITIONS

Now, therefore, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows.

1. Period of Exclusivity. The City agrees to not market, negotiate, or ~~discuss~~, the development, sale, or leading of the Parcels to any party other than the Township during a period of exclusivity that begins on the date of this agreement and ends six months thereafter.

2. No Obligation to Sell or Purchase. This Agreement does not obligate either party to sell, purchase, or lease the Parcels. The parties expressly acknowledge that the purpose of the agreement is to create a period of exclusivity in which the Township will undertake due diligence measures to determine whether the development of the parcels is feasible.

3. Inspections.

   A. During the period of exclusivity, the Township may enter upon the Parcels and conduct, at the Township's expense, such surveys, inspections, investigations, and tests as Township may desire, including without limitation any environmental assessments and tests. Further, the City shall provide to the Township or make reasonably accessible all existing environmental reports or other relevant documentation relating to the environmental condition of the Parcels.

   B. All physical entry and activity upon the Parcels by or for the Township or its employees, agents, contractors or consultants, including environmental consultants (collectively, the "Township's agents") for any purpose under this Agreement must comply with all applicable laws and regulations. The Township must promptly return the Parcels to substantially their original condition upon completion of such inspections and tests, on an ongoing basis, and must repair any and all damage to the Parcels caused by the Township or the Township's agents and/or arising from such entry or activities on the Parcels by such persons.

   C. Entry on and performance of the work on the Parcels as permitted in subsections A and B above shall be the Township's own risk and responsibility or the risk and responsibility of Township's agents.

   D. Throughout the period of exclusivity, the Township shall ensure that any agent, contractor, or other person or entity conducting any inspection, testing or other work on the Parcels for or on behalf of Township has and maintains commercial general liability insurance covering all its activities on the

Property with a minimum combined single limit of liability of at least $1,000,000 per occurrence and a general aggregate limit of at least $2,000,000. The Township shall provide to the City reasonably acceptable evidence of such insurance before any such agent, contractor, or other person or entity enters upon the Parcels.

E. The City shall extend reasonable cooperation to the Township and the Township's agents to facilitate such inspections, investigations, appraisals and tests as the Township reasonably deems necessary or desirable.

F. The Township shall hold the City (for purposes of this subsection, including City's officers and employees) harmless from, indemnify the City for, and defend the City (with legal counsel reasonably acceptable to the City) against any liability, cost, expense or damage (including without limitation all legal costs and attorneys' fees) resulting of any acts or omissions of the Township or the Township's agents in connection with exercise of Township's rights under this section.

4. Proposed Purchase Agreement or Lease. If the Township determines that the development of the parcels for recreational purposes is feasible, it will propose a written purchase and/or lease to the City for the City Council's consideration. Such proposed document may address items including, but not limited to, the proposed purchase price or rent for the property, closing and development timelines, dedication of the Parcels as public parks, environmental due care, etc. The Township anticipates that any offer to purchase the property will be for nominal compensation (e.g., ten dollars and a commitment to perpetually dedicate the land as a public park). ~~The City Council expressly acknowledges that it would not be entering into this Agreement if it were not at least tentatively open to the idea of the conveying its interest in the Parcels on these terms.~~ The City expresses an interest in exploring the transfer but is not otherwise acknowledging the extent that any terms will be suitable until further information is evaluated regarding the feasibility for the property to be developed for recreational purposes.

5. Interpretation. This is the entire agreement between the parties with respect to its subject matter. This Agreement supersedes and replaces any prior or contemporaneous agreements, whether express or implied, verbal or written. It may not be modified or amended except in writing signed by both parties. It shall not be affected by any course of dealing or any usage of trade. The captions are for reference only and shall not affect the interpretation of this Agreement. This Agreement was made in Allegan County, Michigan and is to be interpreted pursuant to the laws of the State of Michigan. More than one copy of this Agreement may be signed, but all constitute but one agreement.

6. Assignment. Neither party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other party.

7. Binding. This Agreement shall be binding upon the successors and permitted assignees of the parties.

8. Notices. Notices to be provided under this Agreement shall be made by certified mail, return receipt requested, or by personal delivery. In either case, it shall be deemed received when actually made.

9. No Other Beneficiaries. There are no third parties intended to be beneficiaries of this Agreement and no other party shall have any rights under this Agreement.

The parties have signed this Agreement as of the date first written above.

SAUGATUCK TOWNSHIP

By: _____
Abby Bigford, Supervisor

By: _____
Rebecca Israels, Clerk

CITY OF SAUGATUCK

By: _____
Lauren Stanton, Mayor

By: _____
Jamie Wolters, City Clerk

City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: October 9, 2024

SUBJECT: Proposed Conservation Easement for Eastern Portion of Old Airport Property

DESCRIPTION:

Last year, the Parks and Public Works Committee and City Council prioritized evaluating the "Airport Property" that it owns in Saugatuck Township. This property is approximately 170 acres and is located in the area of 63rd St and 134th Ave. Work last year included:

- A phase 1 environmental assessment.
- An ecological evaluation
- A sustainability evaluation.
- A trail map overview.
- Planning sessions including strengths, opportunities, aspirations and results.
- Evaluating liability and ADA requirements for rustic trails.
- An initial zoning inquiry.

Details from the above work can be found on the City website at this link: https://www.saugatuckcity.com/parks-and-public-works-committee.html

Following that work, the Outdoor Discovery Center (ODC) provided a proposal to:

- Develop trails and signage.
- Create a trailhead.
- Create a parking area.
- Combat invasives and restore habitat.
- Potentially place a conservation easement over a portion of the property.

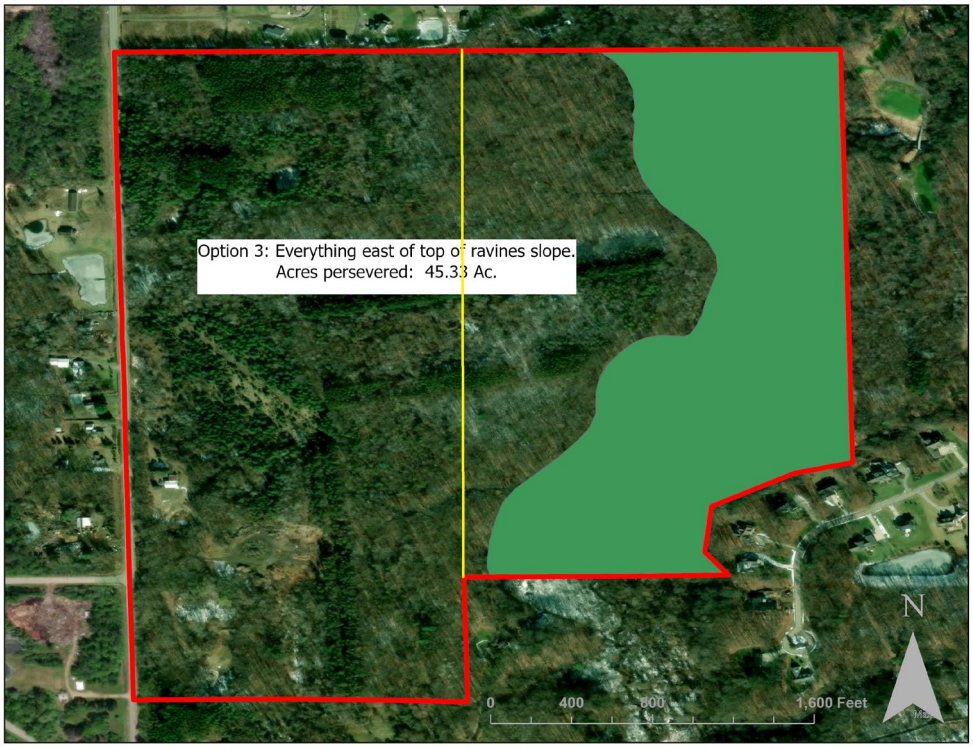
After reviewing the proposal at the March 20 and May 8 workshop meetings and knowing that donors came forth to fully fund the project, the City Council approved moving forward with the ODC proposal on May 13:

Motion by Anderson, second by Muncey to approve the proposal from the Outdoor Discovery Center for the Airport Property contingent upon receiving $130,000 from donors, and to authorize the Interim City Manager to apply for any necessary Saugatuck Township zoning approvals on behalf of the City, and further authorize the Mayor and City Clerk to sign zoning application forms on behalf of the City as the owner. Via roll call vote, motion carried 6-1. Yes – Anderson, Baldwin, Dean, Muncy, Stanton, White. No-Gardner

Since that time, the donations were received, the Council approved the first payment to the ODC, and the ODC has been working on completing the proposed items.

Proposed Conservation Easement

ODC legal has prepared a proposed conservation easement (attached) for the eastern portion of the property, which is shown in green on this image. As a reminder, the area that is proposed for a conservation easement has a steep grade and portions are wetlands and in a floodplain. Further detail on the floodplain and wetlands, contours, and photos of the grade are attached. If it of note that the survey in the proposed easement agreement only shows the eastern portion of the property:



The City Attorney and I have reviewed and propose the redline changes. Staff is seeking Council feedback on any changes you would like to see. We will approach ODC with the proposed changes and bring back another draft for your October 23 workshop.

LEGAL REVIEW:
The City Attorney has reviewed proposed redlines for initial changes.

SAMPLE MOTION:
N/A. Workshop item at this time.

CONSERVATION EASEMENT

This conservation easement ("**Easement**") is made as of _____, 2024 by and between the Village of Saugatuck, its successor the City of Saugatuck, a Michigan home-rule city, whose address is 102 Butler St., PO Box 86, Saugatuck, MI 49453 ("**Grantor**"), and the ODC Network, a Michigan nonprofit corporation, of 4214 56th St., Holland, Michigan 49423 ("**Grantee**") (collectively, the "**Parties**").

Grantor is the fee title owner of the real property legally described and shown on the attached **Exhibit A**, and is willing to grant to Grantee an easement to certain property which is a part and portion of the Property and is further described on **Exhibit B** ("**Property**"), for the purpose of implementing activities that align with the Grantee's organizational mission of advancing outdoor education and conservation, and otherwise conform to the City's mission and goals. In return for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does hereby grant, bargain, convey and assign unto Grantee, its successors and permitted assigns, a permanent easement over and across the Property that confers the following rights to and restrictions on the Grantee:

1. Grantee shall have the right to engage in conservation activities on the Property which may include, but are not limited to, (i) forestry management, invasive species management, scientific studies, specimen sampling, stream restoration and management, and education, and (ii) land improvement activities such as overlook construction, shade structures construction, non-motorized pathway construction, and other similar activities (collectively, "**Conservation Activities**").
2. Grantee shall only conduct measures related to forestry management and the construction of land improvements with the approval of the City, which will not be unreasonably withheld. Forestry management or other activities related to the use or sale of natural resources on the Property shall be to the benefit of Grantor, including any profits derived therefrom.
3. Grantee shall have the right to utilize, alter or develop the Property in any reasonably necessary manner to facilitate Conservation Activities. Grantee shall allow the public to access the Property, but Grantee may limit that access as necessary subject to Grantor otherwise determining such public access is consistent with the outdoor education and conservations goals accomplished via this Easement. Grantor and its authorized employees and agents may enter on the Property and conduct any activities that do not reasonably interfere with the rights of Grantee to engage in conservation activities.
4. Grantee has the right to enforce this Easement, and upon request of Grantee, Grantor shall enforce the Easement, in law or equity against any and all persons responsible for any

violation of the terms of this Easement. Grantee may waive enforcement of any single violation of the Easement without waiving the right to enforce any other violation occurring prior or subsequent thereto. A claim or cause of action arising out of or relating to a violation of a term or provision of the Easement may be filed in a court of appropriate jurisdiction.

5. As between the Parties, Grantee shall be responsible for costs related to Conservation Activities made by or on behalf of Grantee within the Property. Notwithstanding the foregoing, Grantor shall be responsible to the extent such maintenance or damage is caused or necessitated by Grantor, and Grantor approves such expenditures consistent with state law and the City Charter.
6. Nothing in this Easement limits the ability of Grantor or Grantee to avail themselves of the protections offered by any applicable law affording immunity or limitations of liability upon them (as applicable), including, without limitation and to the extent applicable, governmental immunity, and limitations under the Michigan Recreational Land Use Act and Michigan Natural Resources and Environmental Protection Act, each as amended or modified from time to time.

This Easement does not grant or convey to Grantee any right of ownership, possession, or use of the Property except as stated in this Easement. This Easement shall run with the land in perpetuity, or until Grantee terminates the Easement by giving Grantor at least ninety (90) days prior written notice of its election to terminate. At the time of termination, the Property will return to Grantor "as is," and Grantee has no obligation to restore the Property to the same or similar state prior to this Easement. Grantee shall not be permitted to assign this Easement, except if Grantor consents in writing to such assignment. Any attempted assignment by Grantee of the benefits of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement. This Easement is binding on the successors and assigns of Grantee.

This instrument is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(a) and from State Real Estate Transfer Tax pursuant to MCL 207.526(a) because consideration is less than $100.

This Easement is signed and effective as of the date of the last signature, below.

[signatures follow]

GRANTOR:
City of Saugatuck

_____
By: _____, _____

STATE OF MICHIGAN)
)ss
COUNTY OF ALLEGAN)

Acknowledged before me in Allegan County, Michigan on _____, 2024, by _____ as _____ of the City of Saugatuck.

_____
Printed Name:_____
Notary Public, _____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

GRANTEE:
The ODC Network

_____
By: _____, _____

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

Acknowledged before me in Ottawa County, Michigan on _____, 2024, by _____, as _____ of the ODC Network, a Michigan nonprofit corporation, on behalf of the Corporation.

_____
Printed Name:_____
Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Prepared by, and when recorded, return to:
Michael Doversberger, Esq.
SMITH HAUGHEY RICE & ROEGGE
85 E. 8th Street, Suite 310
Holland, Michigan 49423
616-499-6360

EXHIBIT A
DESCRIPTION OF SUBJECT PARCEL

LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 2, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: THE SOUTHEAST 1/4 OF SECTION 2; EXCEPTING THE RAVINES CONDOMINIUMS.

ALLEGAN COUNTY TAX PARCEL NO. 20-002-027-00

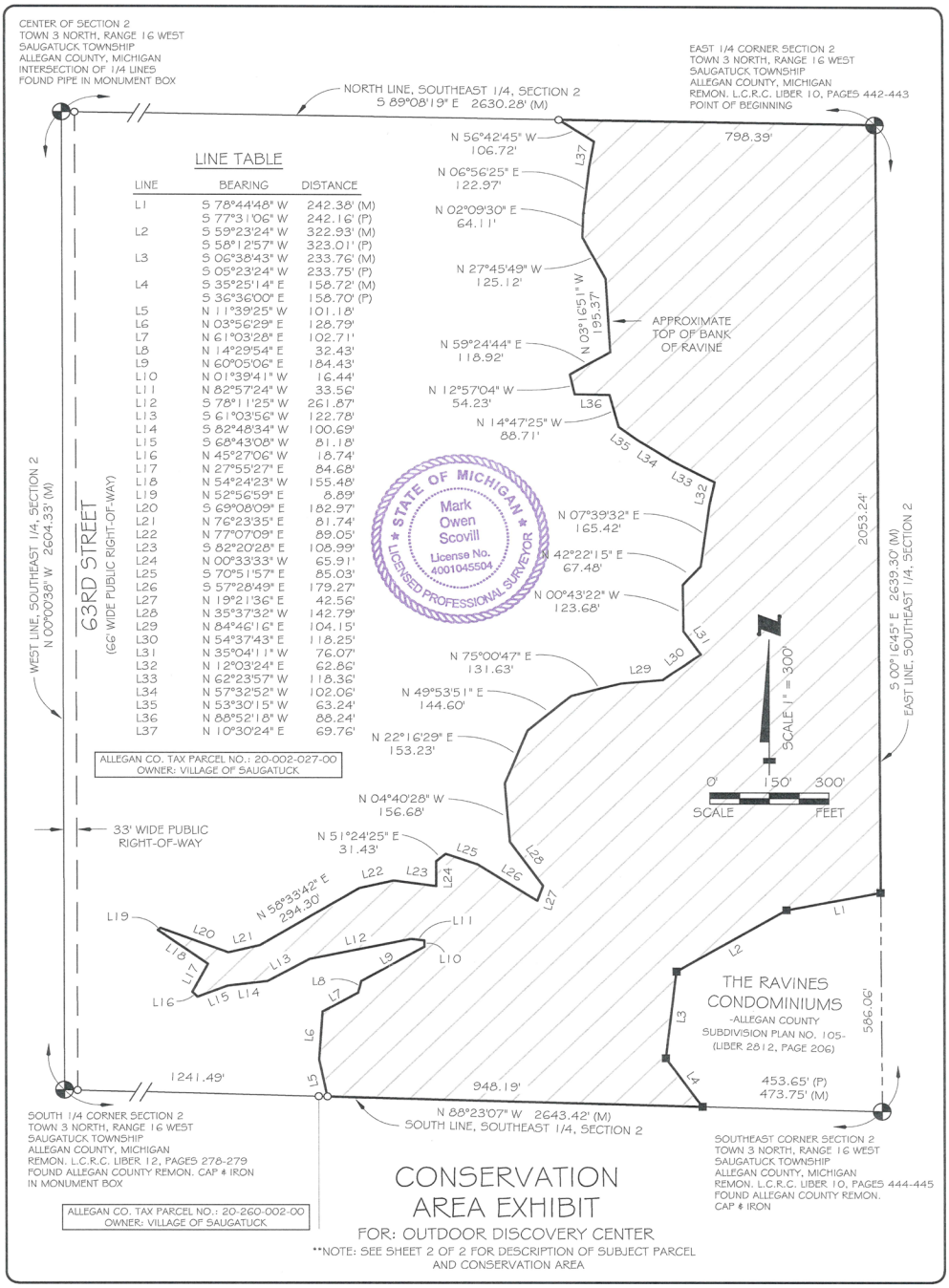
EXHIBIT B
DESCRIPTION OF CONSERVATION EASEMENT

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 2, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE SOUTH 00 DEGREES 16 MINUTES 45 SECONDS EAST 2053.24 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 2 TO THE RAVINES CONDOMINIUMS AS RECORDED IN LIBER 2812, PAGE 206; THENCE ALONG SAID RAVINES CONDOMINIUMS THE NEXT 4 COURSES, SOUTH 78 DEGREES 44 MINUTES 48 SECONDS WEST 242.38 FEET (PLATTED AS SOUTH 77 DEGREES 31 MINUTES 06 SECONDS WEST 242.16 FEET); THENCE SOUTH 59 DEGREES 23 MINUTES 24 SECONDS WEST 322.93 FEET (PLATTED AS SOUTH 58 DEGREES 12 MINUTES 57 SECONDS WEST 323.01 FEET); THENCE SOUTH 06 DEGREES 38 MINUTES 43 SECONDS WEST 233.76 FEET (PLATTED AS SOUTH 05 DEGREES 23 MINUTES 24 SECONDS WEST 233 75 FEET); THENCE SOUTH 35 DEGREES 25 MINUTES 14 SECONDS EAST 158.72 FEET (PLATTED AS SOUTH 36 DEGREES 36 MINUTES 00 SECONDS EAST 158.70 FEET) TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE NORTH 88 DEGREES 23 MINUTES 07 SECONDS WEST 948.19 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE TOP OF BANK THE NEXT 50 COURSES, NORTH 11 DEGREES 39 MINUTES 25 SECONDS WEST 101.18 FEET; THENCE NORTH 03 DEGREES 56 MINUTES 29 SECONDS EAST 128.79 FEET; THENCE NORTH 61 DEGREES 03 MINUTES 28 SECONDS EAST 102.71 FEET; THENCE NORTH 14 DEGREES 29 MINUTES 54 SECONDS EAST 32.43 FEET; THENCE NORTH 60 DEGREES 05 MINUTES 06 SECONDS EAST 184.43 FEET; THENCE NORTH 01 DEGREES 39 MINUTES 41 SECONDS WEST 16.44 FEET; THENCE NORTH 82 DEGREES 57 MINUTES 24 SECONDS WEST 33.56 FEET; THENCE SOUTH 78 DEGREES 11 MINUTES 25 SECONDS WEST 261.87 FEET; THENCE SOUTH 61 DEGREES 03 MINUTES 56 SECONDS WEST 122.78 FEET; THENCE SOUTH 82 DEGREES 48 MINUTES 34 SECONDS WEST 100.69 FEET; THENCE 68 DEGREES 43 MINUTES 08 SECONDS WEST 81.18 FEET; THENCE NORTH 45 DEGREES 27 MINUTES 06 SECONDS WEST 18.74 FEET; THENCE NORTH 27 DEGREES 55 MINUTES 27 SECONDS EAST 84.68 FEET; THENCE NORTH 54 DEGREES 24 MINUTES 23 SECONDS WEST 155.48 FEET; THENCE NORTH 52 DEGREES 56 MINUTES 59 SECONDS EAST 8.89 FEET; THENCE SOUTH 69 DEGREES 08 MINUTES 09 SECONDS EAST 182.97 FEET; THENCE NORTH 76 DEGREES 23 MINUTES 35 SECONDS EAST 81.74 FEET; THENCE NORTH 58 DEGREES 33 MINUTES 42 SECONDS EAST 294.30 FEET; THENCE NORTH 77 DEGREES 07 MINUTES 09 SECONDS EAST 89.05 FEET; THENCE SOUTH 82 DEGREES 20 MINUTES 28 SECONDS EAST 108.99 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 33 SECONDS WEST 65.91 FEET; THENCE NORTH 51 DEGREES 24 MINUTES 25 SECONDS EAST 31.43 FEET; THENCE SOUTH 70 DEGREES 51 MINUTES 57 SECONDS EAST 85.03 FEET; THENCE SOUTH 57 DEGREES 28 MINUTES 49 SECONDS EAST 179.27 FEET; THENCE NORTH 19 DEGREES 21 MINUTES 36 SECONDS EAST 42.56 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 32 SECONDS

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FOR ILLUSTRATION PURPOSES ONLY



MARK O. SCOVILL
PROFESSIONAL SURVEYOR
#4001045504

Job No. 24-08-001

SAUGATUCK TOWNSHIP
Twp. or City

SECTION 2 T3N, R16W
S-T-R

Drawn By JMR
Checked By JCD
Surveyed By JR

Date 09-04-2024
Sheet 1 of 2

HOLLAND ENGINEERING
ENGINEERING | SURVEYING | PIPELINE SERVICES
220 Hoover Boulevard
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

Horiz. Datum HEI-96
Vertical Datum N/A

LEGEND
FOUND CONCRETE MONUMENT
SET 1/4" DIA. STEEL BAR WITH CAP #44550A
SECTION LINE
PARCEL LINE
RIGHT-OF-WAY LINE
CONSERVATION AREA
(M) - MEASURED DIMENSION
(P) - PLATTED DIMENSION
R.O.R. - RIGHT-OF-WAY DEDICATION
L.C.R.C. - LAND CORNER RECORDATION CERTIFICATE

Date revised
By

Date revised
By

CONSERVATION EASEMENT

This conservation easement ("**Easement**") is made as of _____, 2024 by and between the ~~Village (now City)~~Village of Saugatuck, its successor the City of Saugatuck, a Michigan home-rule city ~~municipal general law corporation~~, whose address is 102 Butler St., PO Box 86, Saugatuck, MI 49453 ("**Grantor**"), and the ODC Network, a Michigan nonprofit corporation, of 4214 56th St., Holland, Michigan 49423 ("**Grantee**") (collectively, the "**Parties**").

Grantor is the fee title owner of the real property legally described and shown on the attached **Exhibit A**, and is willing to grant to Grantee an easement to certain property which is a part and portion of the Property and is further described on **Exhibit B** ("**Property**"), for the purpose of implementing activities that align with the Grantee's organizational mission of advancing outdoor education and conservation, and otherwise conform to the City's mission and goals. In return for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does hereby grant, bargain, convey and assign unto Grantee, its successors and permitted assigns, a permanent easement over and across the Property that confers the following rights to and restrictions on the Grantee:

1. Grantee shall have the right to engage in conservation activities on the Property which may include, but are not limited to, (i) forestry management, invasive species management, scientific studies, specimen sampling, stream restoration and management, and education, and (ii) land improvement activities such as overlook construction, shade structures construction, non-motorized pathway construction, and other similar activities (collectively, "**Conservation Activities**").~~;~~

~~1.~~2. Grantee shall only conduct measures related to forestry management and the construction of land improvements with the approval of the City, which will not be unreasonably withheld. Forestry management or other activities related to the use or sale of natural resources on the Property shall be to the benefit of Grantor, including any profits derived ~~therefrom~~therefrom.

~~2.~~3. Grantee shall have the right to utilize, alter or develop the Property in any reasonably necessary manner to facilitate Conservation Activities. Grantee shall allow the public to access the Property, but Grantee may limit that access as necessary ~~at their sole discretion~~subject to Grantor otherwise determining such public access is consistent with the outdoor education and conservations goals accomplished via this Easement.~~.~~ ~~On reasonable notice to Grantee,~~ Grantor and its authorized employees and agents may enter on ~~and inspect~~ the Property ~~to confirm compliance with the terms of this Easement~~and conduct any activities that do not reasonably interfere with the rights of Grantee to engage

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in conservation activities. ~~Entering the property does not allow Grantee to take any other action outside of inspection for compliance.~~

~~3.~~4. Grantee has the right to enforce this Easement, and upon request of Grantee, Grantor shall enforce the Easement, in law or equity against any and all persons responsible for any violation of the terms of this Easement. Grantee may waive enforcement of any single violation of the Easement without waiving the right to enforce any other violation occurring prior or subsequent thereto. A claim or cause of action arising out of or relating to a violation of a term or provision of the Easement may be filed in a court of appropriate jurisdiction.

~~4.~~5. As between the Parties, Grantee shall be responsible for costs related to Conservation Activities made by or on behalf of Grantee within the Property. Notwithstanding the foregoing, Grantor shall be responsible to the extent such maintenance or damage is caused or necessitated by Grantor, and Grantor approves such expenditures consistent with state law and the City Charter.

~~5.~~6. Nothing in this Easement limits the ability of Grantor or Grantee to avail themselves of the protections offered by any applicable law affording immunity or limitations of liability upon them (as applicable), including, without limitation and to the extent applicable, governmental immunity, and limitations under the Michigan Recreational Land Use Act and Michigan Natural Resources and Environmental Protection Act, each as amended or modified from time to time.

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This Easement does not grant or convey to Grantee any right of ownership, possession, or use of the Property except as stated in this Easement. This Easement shall run with the land in perpetuity, or until Grantee terminates the Easement by giving Grantor at least ninety (90) days prior written notice of its election to terminate. At the time of termination, the Property will return to Grantor "as is," and Grantee has no obligation to restore the Property to the same or similar state prior to this Easement. Grantee shall not be permitted to assign this Easement, except if Grantor consents in writing to such assignment ~~to an affiliate or other nonprofit entity in good standing in the State of Michigan~~. Any attempted assignment by Grantee of the benefits of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement. This Easement is binding on the successors and assigns of Grantee.

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This instrument is exempt from County Real Estate Transfer Tax pursuant to MCL 207.505(a) and from State Real Estate Transfer Tax pursuant to MCL 207.526(a) because consideration is less than $100.

This Easement is signed and effective as of the date of the last signature, below.

[signatures follow]

GRANTOR:
~~Village (now City) of Saugatuck~~City of Saugatuck

_____
By: _____, _____

STATE OF MICHIGAN)
)ss
COUNTY OF ~~_____~~ALLEGAN)

Acknowledged before me in ~~Ottawa~~ Allegan County, Michigan on _____, 2024, by _____ as _____ of the ~~Village (now City)~~City of Saugatuck.

_____
Printed Name:_____
Notary Public, _____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

GRANTEE:
The ODC Network

_____
By: _____, _____

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

Acknowledged before me in Ottawa County, Michigan on _____, 2024, by _____, as _____ of the ODC Network, a Michigan nonprofit corporation, on behalf of the Corporation.

_____
Printed Name:_____
Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

Prepared by, and when recorded, return to:
Michael Doversberger, Esq.
SMITH HAUGHEY RICE & ROEGGE
85 E. 8th Street, Suite 310
Holland, Michigan 49423
616-499-6360

EXHIBIT A
DESCRIPTION OF SUBJECT PARCEL

LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 2, TOWN 3 NORTH, RANGE 16 WEST, SAUGATUCK TOWNSHIP, ALLEGAN COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: THE SOUTHEAST 1/4 OF SECTION 2; EXCEPTING THE RAVINES CONDOMINIUMS.

ALLEGAN COUNTY TAX PARCEL NO. 20-002-027-00

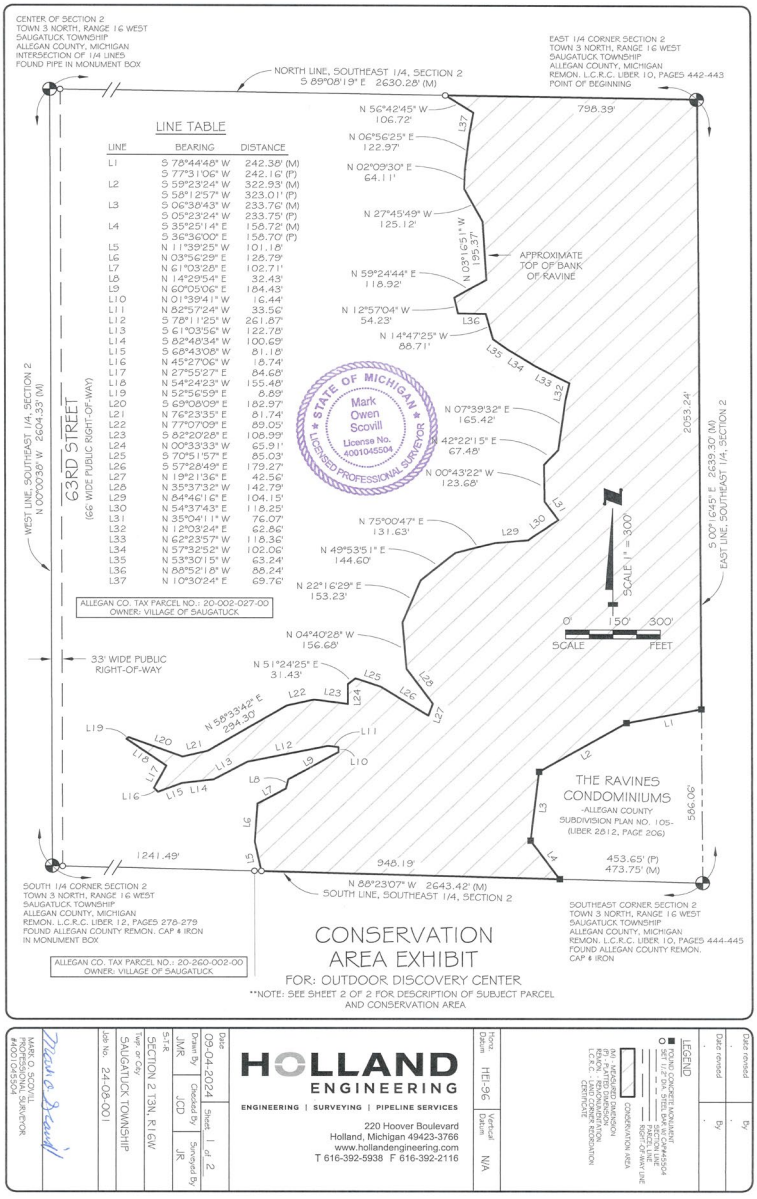
EXHIBIT B
DESCRIPTION OF CONSERVATION EASEMENT

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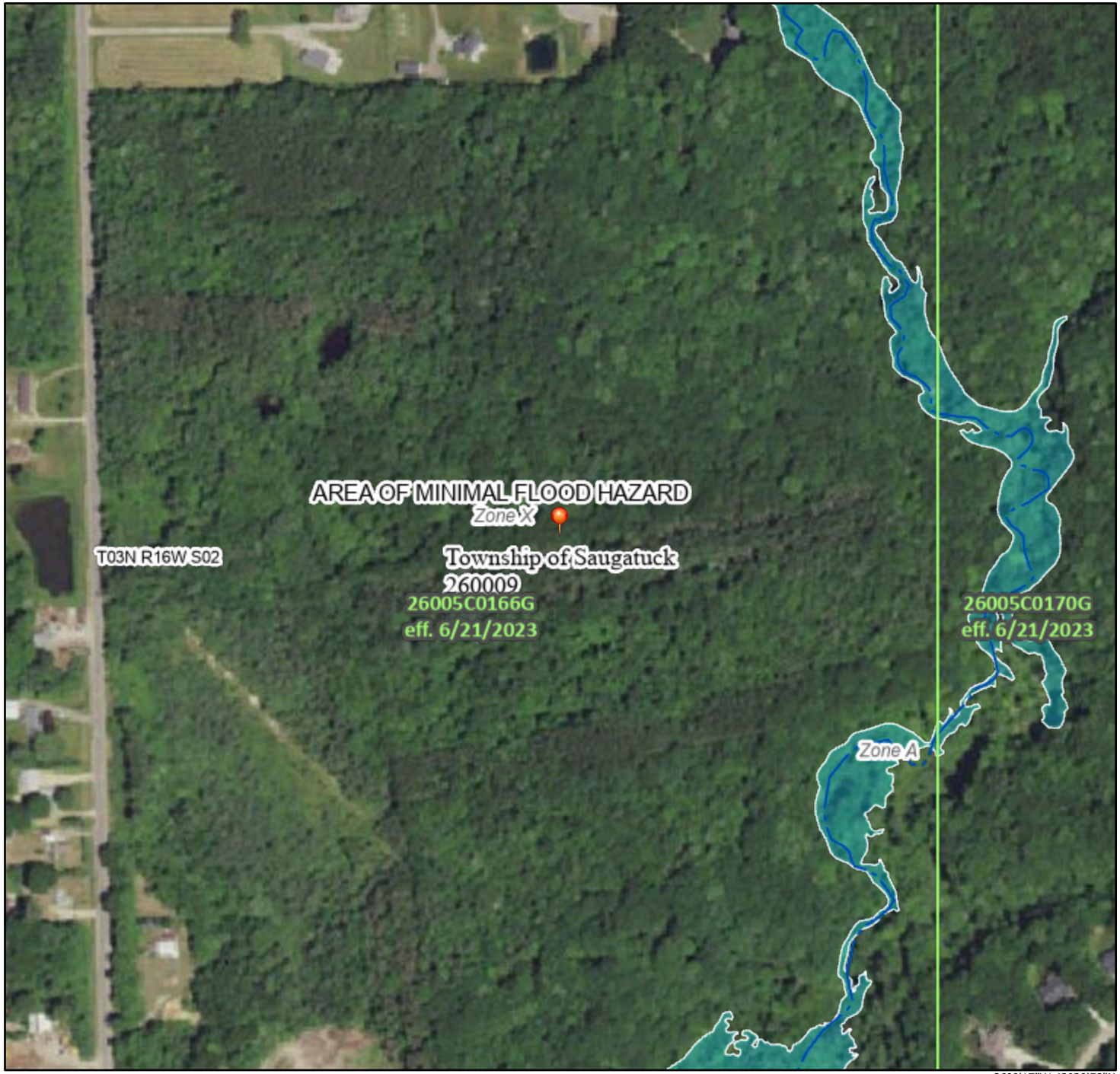
FOR ILLUSTRATION PURPOSES ONLY



National Flood Hazard Layer FIRMette

FEMA

86°9'54"W 42°40'24"N



86°9'17"W 42°39'58"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

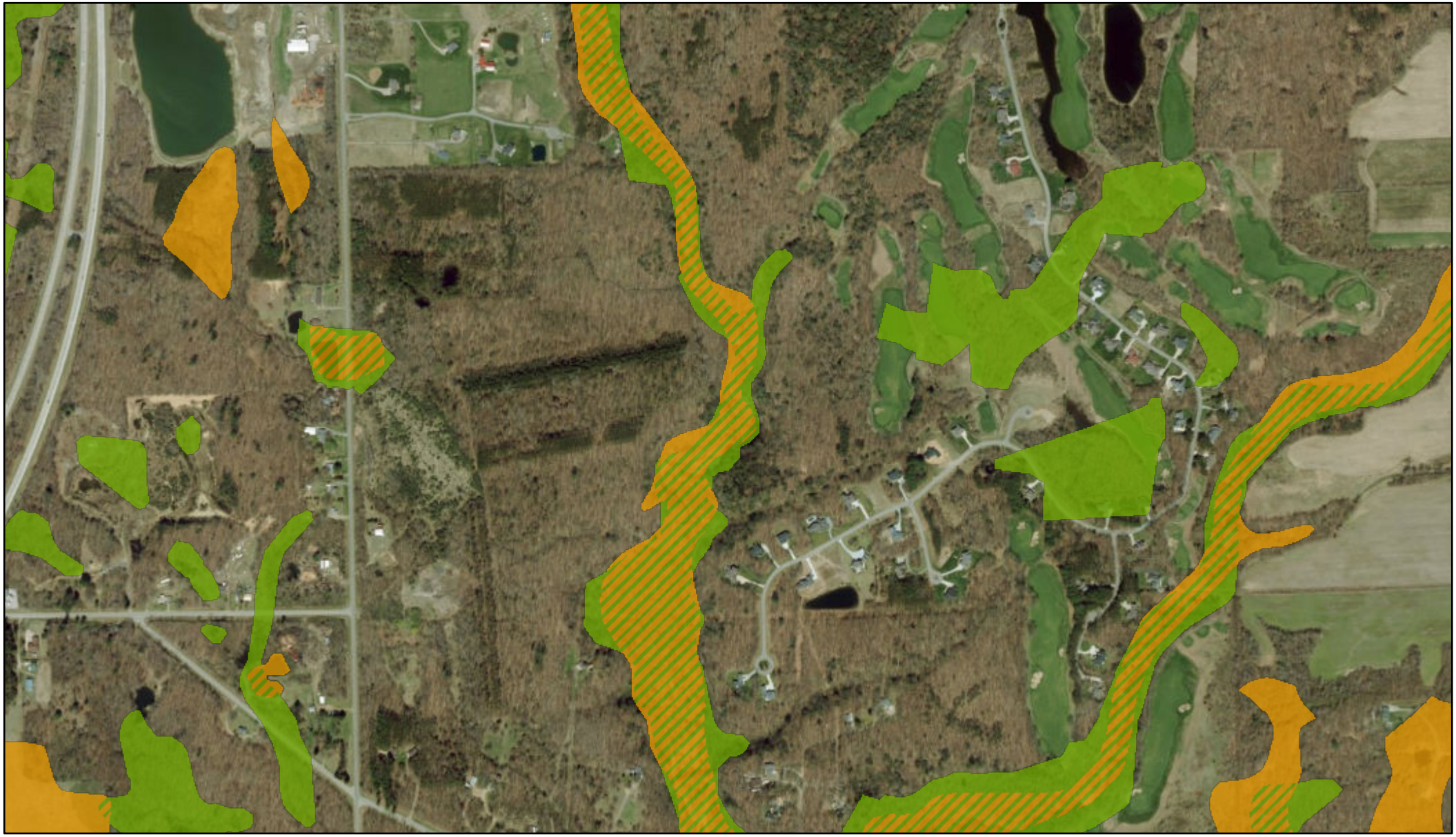
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/24/2024 at 6:09 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Wetlands Map Viewer



June 24, 2024

Part 303 Final Wetlands Inventory

- Wetlands as identified on NWI and MIRIS maps
- Soil areas which include wetland soils
- Wetlands as identified on NWI and MIRIS maps and soil areas which include wetland soils

1:9,410

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Disclamer: This map is not intended to be used to determine the specific

Welcome to the Allegan County Parcel Viewer

Find any parcel within Allegan County with ease using this mapping application!

Search: Use the search bar at the top of the application to search for a parcel by ID number, owner name, or property address. The return field will display the ID number associated with any of the above typed in.

Draw: The Draw widget allows the user to create and insert drawings and text to further customize and enhance their map.

Select: The Select widget allows the user to select a particular parcel without using the Search widget. With the Select widget activate, simply click a parcel to investigate.

Print: The Print widget allows anyone to create their own custom parcel map. Select the Print widget to select between different map templates, or to have just the map image. The default template will be formatted for land record needs.

For more in-depth explanations on the different widget functions available, visit Widgets Overview - ArcGIS Web App Builder.

