

**Packet Addition  
for November 10, 2020,  
Regular Township Board Meeting**

**Correspondence:**

H. Eric Dreier, Peninsula Township Parks Committee

I. Matt Anderson

J. Penny Paulley

K. Fire Chief Fred Gilstorff (request to add Steve Hart to part-time staff of the Peninsula Township Fire Department) (recommend approval)

L. DNR (proposed draft lease between Peninsula Township and the State of Michigan for Kelley Park)

## Rebecca Chown

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**From:** Rob Manigold <supervisor@peninsulatownship.com>  
**Sent:** Tuesday, October 27, 2020 8:02 AM  
**To:** Becky Chown  
**Subject:** FW: Tree planting at BHP

For packet

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**From:** Eric Dreier [<mailto:ecdreier@gmail.com>]  
**Sent:** Friday, October 23, 2020 7:38 AM  
**To:** Michael Skurski; Beth Karczewski; Don Atkinson; Pete Dahl; Dave Murphy; Mary Beth Milliken  
**Cc:** Rob Manigold; Randy Mieinik  
**Subject:** Tree planting at BHP

We have successfully put 50 trees in the ground at BHP. A variety of species were planted, some in the existing treed area but most out in areas that conform to the Master Plan. Many thanks to "Garden Goods" for providing very good pricing, Randy for writing the grant and Bob Wilkinson and his crew for getting the planting done. If you get a chance it is worth a walk around the pathway to see the new trees. Our grand children will thank us.

Best regards,  
Eric Dreier

## Rebecca Chown

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**From:** Rob Manigold <supervisor@peninsulatownship.com>  
**Sent:** Monday, November 9, 2020 8:01 AM  
**To:** Becky Chown  
**Subject:** FW: WOMP lawsuit

packet

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**From:** Anderson, Matt [<mailto:manderson@globalmarineinsurance.com>]  
**Sent:** Tuesday, November 3, 2020 12:24 PM  
**To:** [supervisor@peninsulatownship.com](mailto:supervisor@peninsulatownship.com)  
**Subject:** WOMP lawsuit

Rob, I want to voice my support for Peninsula township to fight against WOMP and their lawsuit attempting to greatly expand their revenue via adding events, weddings and other to their winery offerings. This is an attempt by these wineries to gain power and additional revenue sources so that their wineries can be sold to the multi-national wineries, who will then have unlimited resources to take over our peninsula and transact whatever commerce they want. The vast amount of traffic that has come on to the Peninsula in recent years has been overwhelming to us who reside here, it greatly affects our quality of life, expanding these wineries at all will cause great hardship to our peninsula and citizens who live here.

Thank you for fighting against this and limiting further winery expansion.

Matt Anderson  
9501 Rolling Ridge Dr.  
Traverse City, MI 49686

Dear Rob & township,

I am writing you all to express my support for you and all the good work you do to try and keep our amazing peninsula clean & beautiful. The miners knew when they started that we had lots of restrictions for a good reason. We are unique in that we are a finite space surrounded by water with two lane roads and limited access. I remember years ago taking Rhoda Botton to meetings to voice our disapproval of Chateau Chantal requesting a 400 space parking lot. Stay strong & protect us!

Sincerely  
Gerry Paulley



Peninsula Township Fire Department  
14247 Center Rd.  
Traverse City, Michigan 49686  
PH: 231-223-4443  
*firechief@peninsulatownship.com*



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Re: New Part Time Firefighter

November 6, 2020

Dear Town Board,

I am writing to request adding Steve Hart to our part time staff with the fire department. Steve is retired from Harrison Twp. fire department after serving mor than 22 years. Steve is a paramedic who has worked in northern Michigan for the last few years. Steve brings many years of EMS and firefighting experience to our department. I believe with Steve's skill and experience; the department will have a person that can help in developing our younger firefighters and be a positive influence on the department as a whole. Please approve this request.

Respectfully,

A handwritten signature in black ink, appearing to read 'Fred Gilstorff'.

Fire Chief Fred Gilstorff



Michigan Department of Natural Resources

**LEASE**

**#PRD-L-006-2020**

**BETWEEN**

**THE STATE OF MICHIGAN, AS LESSOR**

**AND**

**PENINSULA TOWNSHIP, AS LESSEE**

This Lease is entered into by the State of Michigan through its Department of Natural Resources (DNR), hereinafter called "DNR" and/or "Lessor," and **Peninsula Township**, hereinafter called "Lessee," whose address is 13235 Center Road, Traverse City, MI 49686.

**WHEREAS**, pursuant to Section 503 (1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.50 3 (1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforestation of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources.

**WHEREAS**, the Purpose of this Lease is to allow Lessee to develop, operate and maintain, with permission from Lessor, the Premises known as **Old Mooring boating access site** for use and enjoyment by the public.

**WHEREAS**, the Director of the DNR, or his or her lawful designated Representative, has determined that the purpose of this Lease is necessary to implement Part 5 of 1994 PA 451, as amended, because regulated use of the Premises will protect and conserve the natural resources and provide facilities for outdoor recreation.

**WHEREAS**, Lessee is willing to develop, operate and maintain the Premises with permission from Lessor, which is located within Peninsula Township.

**THEREFORE**, Lessor and Lessee, for consideration specified in this Lease, agree to the following terms and conditions:

**1. DESCRIPTION OF PREMISES** - Lessor hereby leases to Lessee the Premises, located on DNR Parcel ID 2044800, described as follows:

*Units 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Old Mooring Place, according to the Master Deed recorded in Liber 1523, page 447 through 486 and First Amendment to the Master Deed recorded in Liber 2053, page 190 and designated as Grand Traverse County Condominium Plan No. 157, Grand Traverse County Records, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of Public Acts of 1978 as amended. AKA That part of Government Lot 3, Section 35, described as: Commencing at the West ¼ corner of said Section; thence N 00°29'47" E along the West line of said Section, 279.57 feet; thence N 89°58'28" E, 1127.90 feet to the centerline of Mission Road and the Point of Beginning; thence continuing N 89°58'28" E, 559.47 feet to a traverse line along the shore of Grand Traverse Bay; thence N 26°52'33" E, along said traverse line, 499.15 feet; thence S 89°59'51" W, 785.66 feet to the centerline of Mission Road; thence S 00°04'13" E, along said centerline, 445.45 feet to the Point of Beginning. Sidelines extend to water's edge.*

The Premises contains 6.88 acres and is owned by the State of Michigan and/or the DNR and is located within the Township of Peninsula, County of Grand Traverse, State of Michigan.

This Lease is subject to the DNR's public notice process.

**2. USE OF PREMISES**

- A. Lessee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:
- 1) The Lessee shall work with the community through a public input process for intended site uses. The resulting site plan shall be reviewed and must be approved by the Lessor prior to construction.
  - 2) To develop, operate and maintain the site for general public boating access and other prior approved amenities for use and enjoyment by the public.
  - 3) Development of the site shall be in compliance with the Americans with Disabilities Act of 1990 (ADA). The Lessee is responsible for compliance.
  - 4) If the Lessee develops the site for use by motorized watercraft, the design shall include no more than a single lane ramp launch with parking for vehicles with trailers.
  - 5) Lessee shall develop a separate carry down boat launch for launching and retrieving of small vessels, including non-motorized watercraft. Vehicle only parking shall also be provided at no less than five (5) spaces.
  - 6) To facilitate development of the site, the Lessee shall remove all existing underground utilities and above ground structures prior to any construction.



- 7) To facilitate development of the site, the Lessee shall maintain stormwater drainage to prevent flooding, in accordance with State law.
  - 8) The Lessor shall be provided with plans and specifications for any future development or modifications to the Premises. Lessor review will take a minimum of thirty (30) days. The Lessee shall not execute any work, including bidding, until the Lessor has reviewed and approved the plans.
  - 9) In addition to meeting the requirements of this Lease, the Lessee shall comply with the Michigan Natural Resources Trust Fund (MNRTF) acquisition grant obligations and Trust Fund meeting direction (see **Attachment A**). Should the Lessee's use of the Premises conflict with the MNRTF obligations and meeting information, the Lease shall be terminated with notice.
  - 10) The Lessee shall apply for and obtain a Permit to Place Buoys/Beacons in Michigan Waters each season, if required to delineate use. Buoys shall be placed to define access channels.
  - 11) The Lessee shall place landscape buffers to separate the Premises from neighboring properties. All landscape materials shall be of species native to Michigan.
  - 12) The Lessee is responsible to acquire and pay for any permits and/or inspections required for operation of the site, including but not limited to: EGLE, Health Department, Engineering, and construction. Lessee must provide copies of these permits and/or inspections to Lessor within seven (7) days of receipt of approval.
  - 13) Lessee is responsible for all utilities associated with the premises and function of the boating access site.
  - 14) Any other use which is agreed to in writing by both parties.
- B. Lessee shall obtain Lessor's prior consent, in writing, signed by Lessor, to use the Premises for any purpose not listed in this Section. Lessor may terminate this Lease, as provided in Section 23, if at any time, Lessee uses the Premises, without express written permission by Lessor, for purposes other than those enumerated in this Section.
- C. **PROHIBITED ACTIVITIES** - The following activities on the Premises are prohibited:
- 1) Violation of Michigan Natural Resource Trust Fund Grant obligations (see Attachment A).
  - 2) Authorizing public use of Premises in violation of any State law, order or regulation.
  - 3) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of Lessor.
  - 4) Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of Lessor, with the exception of kayak storage racks. Camping is not permitted.

- 5) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
  - 6) Disposal of trees, treetops, branches, roots, stumps, and other vegetative debris onto the Premises.
  - 7) Authorization of "Naming Rights" for any portion of the Premises without prior Lessor approval.
- D. Lessor may terminate this Lease, as provided in Section 23, if prohibited activities occur on the Premises at any time during the term of this Lease.
3. **WASTE** - Lessee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.
  4. **LESSOR'S OPERATIONS** - Lessee covenants that its use of the Premises shall, at no time, interfere with the uses or operations of Lessor or the Public on the Premises. Lessee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State land that may be adjacent to the Premises. Lessee shall not prevent Lessor, its agents, or the public from crossing the Premises to access the adjoining State lands.  
  
The Lessor will collaborate on all grant potentials for the enhancement of the Premises consistent with the uses defined in the MNRTF grant agreement and per direction by the DNR, Parks and Recreation Division.
  5. **ADMINISTRATION** – The DNR, Parks and Recreation Division, Cadillac District Supervisor, or his/her designated representative, is the DNR Administrator of this Lease (collectively, DNR Representative). The Lessee shall designate in writing to Lessor one (1) person and one (1) alternate person responsible to be the contact person for the Lessee regarding the administration of the Lease. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.
  6. **CONDITION OF PREMISES** - Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. Lessee acknowledges that it has not made an independent environmental assessment of the Premises and agrees to maintain the Premises in its present condition.
  7. **TERM** - Lessor shall lease the Premises to Lessee for a **Thirty (30)** year initial term of possession beginning upon actual possession at 12:01 a.m. on **November 1, 2020**, and ending at midnight on **October 31, 2050**, or such later date as provided in Section 8. The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy.
  8. **OPTION TO RENEW** - The initial term of this Lease may be extended for one additional **Thirty (30)** year term, or such term as shall be agreed to between the parties, if Lessee gives Lessor One Hundred Twenty (120) days written notice before this Lease or any extension expires, and agrees to any additional terms and rent modifications proposed by Lessor. Lessor's written consent is necessary for any Lease term extension.
  9. **RENT** - Lessee shall pay rent, and/or goods or services, to Lessor in the amount of \$0 per year. In lieu of payment, Lessee is responsible for operation, maintenance, and improvement of the Premises.

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- 10. SERVICES BY LESSEE** - Lessee shall furnish the following services at its own expense:
- A. Lessee will develop, operate and maintain the Premises as provided for in Section 2A above at its sole expense.
  - B. Lessee will be responsible for the enforcement of all state laws and local ordinances on the property.
  - C. Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and Lessor. If Lessor determines that Lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and written notification by the Lessor, the problem is not rectified to the satisfaction of Lessor, Lessor may perform or have the duties of the Lessee performed by others at Lessee's sole expense.
  - D. Lessee is responsible to immediately investigate and report to the Lessor all instances of suspected trespass.
  - E. In performing services under this Lease, Lessee must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, Lessee must comply with any applicable state agency rules that the Lessor provides to Lessee.

- 11. FEES** – With Lessor review and approval, Lessee may charge a fee or request donations in connection with Lessee's use of the Premises.

All fees and/or donations shall have prior approval of Lessor, if permitted. Differences in admission or use of the Premises may not be instituted on the basis of residence. Any fee and/or donation that might be charged will be used to operate, restore, maintain and enhance the Premises.

Lessee shall keep accurate books, records and accounting of its operations under this Lease distinctly separate and apart from Lessee's other operations. Lessee shall make all reports concerning the operation available to the Lessor at such time as the Lessor may require.

Lessor, upon thirty (30) days' notice, shall have the right to audit books, records and accounting of Lessee's operations for this Lease.

- 12. ASSIGNMENT AND SUBLEASE** - Lessee shall not sell, mortgage, rent, assign, or parcel out the Lease hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Lease for any purpose whatsoever without first obtaining the prior written consent of Lessor. Such action by Lessee without the prior written approval of Lessor shall be cause for the immediate termination of this Lease. Lessee may, however, enter into maintenance agreements with third parties to fulfill Section 10 above.

- 13. ALTERATIONS** - No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of Lessor, which Lessee shall request at least thirty (30) days in advance of such alteration, modification, or improvement.

At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor, by way of

the completed Gift and Acceptance Agreement and accompanying Exhibit pages (PR1612e), unless otherwise agreed in writing by Lessor. (Copy of completed Gift and Acceptance Agreement will be attached only if/when gift is given.)

In the event that Lessor requires Lessee remove all facility improvements, Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition, excluding the structure removal per Section 2.A.5.

14. **LAWS, CODES AND PERMITS** - Lessee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.

Furthermore, Lessee shall comply with all acquisition and development grant obligations existing at the time of this Lease.

15. **DAMAGE and REPAIRS** - Lessee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.
16. **INSPECTION of PREMISES** - Lessor and Lessor's agents and employees shall have the right at all reasonable times during the term of this Lease, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.
17. **INDEMNIFICATION** - Lessee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Lease; (2) the activities authorized by this Lease; and (3) the use or occupancy of the Premises which are the subject of this Lease by the Lessee, its employees, contractors, or its authorized representatives.
18. **LIABILITY** - Lessee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Lessee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease.

Lessee shall report to the Lessor any incident that may result in personal injury or property damage. Lessee shall make complete reports in writing to Lessor on forms provided by Lessor, (see **Attachment B**), within 24 hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$100 are to be reported to Lessor immediately, by telephone or in person. A written report is to follow as described above.

19. **INSURANCE:** Lessee shall provide certificates of insurance listing the **State of Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds**, to Lessor within thirty (30) calendar days following the execution and delivery of this Lease to Lessee, and every year thereafter, for the following insurance coverage. The insurance policies shall

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provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Lessor.

- A. Lessee shall obtain General Liability Insurance, naming Lessor, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Lessee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Lease. Lessee agrees to maintain a minimum policy limit, in the amount of:
    - \$ 500,000 per occurrence for property damage
    - \$1,000,000 per occurrence for bodily injury
    - \$2,000,000 aggregate
  - B. Lessee covenants that it will, during the continuance of the term of this Lease, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.
  - C. If required by law, Lessee shall obtain Workers' Compensation Insurance for Lessee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
  - D. If required by law, Lessee shall maintain automobile no-fault coverage for vehicles used under the course of this Lease.
  - E. Lessor reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years, or as determined necessary by Lessor.
20. **NON-DISCRIMINATION** - Lessee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this Lease, this covenant

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not to discriminate in employment. A breach of this covenant is a material breach of this Lease.

- 21. UNFAIR LABOR PRACTICES** - Lessee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract or Lease, if after award, the name of the Lessee as an employer or the name of a Subcontractor, manufacturer, or supplier of Lessee appears in the register.
- 22. DISPUTES** - Except as otherwise provided for in this agreement, any dispute among any multiple Lessees that have executed Leases with Lessor to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this agreement, which is not disposed of by this agreement, shall be decided by the Parks and Recreation Division (PRD) Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.
- A. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.
- B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.
- 23. CANCELLATION** -
- A. Lessor may cancel this Lease provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
- 1) The Premises are no longer being used for the purposes identified in this Lease.
  - 2) Lessee provided Lessor with information, in its application for this Lease or at any time during the Lease term, that was false or fraudulent.
  - 3) Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within ninety (90) calendar days after written notice of default to Lessee.
  - 4) Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458(21) *et seq.* (Employers Engaging in Unfair Labor Practices Act). This covenant is cross-referenced in Section 21.
- B. Lessor may cancel this Lease provided Lessee is notified, in writing, at least ninety (90) days prior to the effective date of cancellation, if Lessor deems cancellation is in the best interest of the State of Michigan.
- C. Lessor may also cancel this Lease for non-appropriation of funding. The Michigan Constitution prohibits spending money out of the State Treasury without a valid appropriation.

- D. In the event of cancellation and if Lessor deems restoration is preferred, Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition.
24. **QUIET ENJOYMENT** - Lessee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by Lessee is maintained open to the general public.
25. **RESERVATION** - Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
26. **HOLDOVER TENANCY** - If Lessee remains in possession of the Premises after the natural expiration of this Lease, with the consent of Lessor but without a renewal of this Lease, pursuant to Section 8, a new tenancy from year-to-year shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
27. **NOTICES** - Any notice(s) to Lessor or to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be transmitted to the addresses listed below:

**To LESSOR:**

Land Administering Division (LAD)  
  
State of Michigan  
Department of Natural Resources  
Chief, Parks and Recreation Division  
P.O. Box 30257  
Lansing, MI 48909

and LAD Administrator  
  
State of Michigan  
Department of Natural Resources  
Cadillac Customer Service Center  
8015 Mackinaw Trail  
Cadillac, MI 49601  
Attn: PRD District Supervisor  
(231) 775-9727

**TO LESSEE:**

and Lessee Alternate

Peninsula Township  
13235 Center Road  
Traverse City, MI 49686

Attn: Township Supervisor, Robert Manigold  
(231) 223-7323

28. **NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3<sup>rd</sup>) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a

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Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

29. **INTERPRETATION** - This Lease shall be interpreted in accordance with the laws of the State of Michigan.
30. **NO UNNAMED ENTITIES/ PARTNERS** - Lessee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that Lessee is the only entity responsible for carrying out Lessee's responsibilities.
31. **MODIFICATION** – This lease shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Lease are effective unless in writing, signed by the parties, and executed in the same manner as this Lease was originally executed. A party may waive or release the other party's breach or default only in writing.
32. **SEVERABILITY** - Should any provision of this Lease, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
33. **GOVERNING LAW** – This Lease is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Lease must be resolved in the Michigan Court of Claims.
34. **REQUIRED APPROVALS** - This Lease shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Lessor and Lessee.
35. **WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Lease does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Lease.
36. **ENTIRE AGREEMENT AND ENCLOSURES** - This Lease constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. This Lease supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.



**LESSOR**  
**WITNESS(ES) TO LESSOR**

**STATE OF MICHIGAN**  
**BY THE**  
**DEPARTMENT OF NATURAL RESOURCES**

**Witness(es)**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald A. Olson, Chief  
DNR Parks and Recreation Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Diane Munson**

*(please print name)*

**Witness(es)**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
*(please print name)*

STATE OF MICHIGAN, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_, day of \_\_\_\_\_, 2020 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

\_\_\_\_\_  
**Diane Marie Munson**, Notary Public  
*(please print name)*

My Commission Expires: 07/04/2022

Acting in the County of: Ingham

**LESSEE – PENINSULA TOWNSHIP**

**IN WITNESS WHEREOF**, the parties to this Lease subscribe their names on the date set forth below:

**WITNESS TO LESSEE**

**Witness**

**Lessee**

\_\_\_\_\_  
*(please print)*

\_\_\_\_\_  
*(please print)*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Lessee Signature*

\_\_\_\_\_  
*Date*

*Title:* \_\_\_\_\_

*Federal ID No.* \_\_\_\_\_

**Witness**

**Lessee**

\_\_\_\_\_  
*(please print)*

\_\_\_\_\_  
*(please print)*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Lessee Signature*

\_\_\_\_\_  
*Date*

*Title:* \_\_\_\_\_

*Federal ID No.* \_\_\_\_\_

State of Michigan, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, for Lessee.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

State of Michigan, County of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

\_\_\_\_\_  
INIT

## ATTACHMENT A

**Excerpt from PR1921 (Rev. 06/05/2020)  
Michigan Natural Resources Trust Fund**

*LESSEE shall agree to act in accordance with MNRTF rules and regulations. LESSEE, agents, officers, employees, volunteers of the LESSEE shall not violate the spirit or letter of these restrictions.*

*The LESSEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the Premises.*

*12. The Premises and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.*

*13. The assistance provided to the LESSEE as a result of this Lease is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the Premises to Michigan's outdoor recreation estate, therefore:*

*a. The LESSEE agrees that lands on the Premises have been acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the Premises shall be converted to or used for any activity other than public outdoor recreation use without the written approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by LESSEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the Premises and will be subject to all the provisions of this Lease.*

*b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.*

*c. Before completion of any project, the Lessee and the DEPARTMENT may mutually agree to alter the Premises through an amendment to this Lease to provide the most satisfactory public outdoor recreation area.*

*14. Should title to the lands on the Premises or any portion thereof be acquired from the LESSEE by any other entity through exercise of the power of eminent domain, the LESSEE agrees that the proceeds awarded to the LESSEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Lease.*

*LESSEE further agrees:*

1. *To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the Premises and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments . Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the Premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.*
2. *To separately account for any revenues received from the Premises which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion and/or improvement of the subject Lease site (OLD MOORING PLACE/Kelley Park).*
3. *To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the Premises and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.*
4. *To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Lease; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.*
5. *To maintain the Premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the Premises.*
6. *To make the Premises and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition (or lease execution) and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.*
7. *To make the Premises and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Lease and the original application for funding, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.*

# Attachment B



Michigan Department of Natural Resources  
**PUBLIC INCIDENT REPORT**  
*(See DNR Administrative Procedure 6.8-1).*

**If this accident required the use of an Automated External Defibrillators (AED), the R 7223, Reporting the MDNR Use of Automated External Defibrillators (AED), must also be completed**

- Personal Injury   
  Property Damage   
  Complaint   
  Other

BUREAU/DIVISION/OFFICE	FACILITY (i.e. park, access site, hatchery name)	DATE OF INCIDENT	TIME	REPORT NO.
FACILITY ADDRESS		EXACT LOCATION OF INCIDENT WITHIN FACILITY		
NAME, ADDRESS, AGE OF PERSON(S) INVOLVED				TELEPHONE NUMBER(S) ( ) - ( ) - ( ) -
DETAILS OF INCIDENT (Include number of persons involved, weather information, license numbers, type of vehicle or equipment, etc.)				
WHAT CONDITION(S) OR HAZARD(S) CAUSED INCIDENT				
ACTION TAKEN (Use reverse side, if needed)				
WITNESS(ES)	Name(s)	Address(es)	And Telephone Number(S)	Statements
			( ) -	<input type="checkbox"/> Statement attached
			( ) -	<input type="checkbox"/> Statement attached
			( ) -	<input type="checkbox"/> Statement attached
			( ) -	<input type="checkbox"/> Statement attached
			( ) -	<input type="checkbox"/> Statement attached
			( ) -	<input type="checkbox"/> Statement attached
FIRST AID RENDERED (Explain how) BY WHOM (Include telephone number)				
DOCTOR OR HOSPITAL REFERRED		TELEPHONE NO. ( ) -	LAW ENFORCEMENT AGENCIES RESPONDING TO CALL	
ESTIMATED DAMAGE REPAIR COSTS	MATERIALS \$	LABOR \$	TOTAL COST \$ 0.00	TOTAL STAFF TIME INVOLVED
DNR EMPLOYEES INVOLVED	Name(s)	Telephone Number(S)	DNR EMPLOYEES INVOLVED	Name(s) Telephone Number(S)
		( ) -		( ) -
		( ) -		( ) -
		( ) -		( ) -
REPORTING EMPLOYEE'S SIGNATURE		DATE	FACILITY MANAGER'S SIGNATURE	