



Michigan Department of Natural Resources

LEASE
BETWEEN
THE STATE OF MICHIGAN, AS LESSOR
AND
PEAINE 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 Peaine Township, hereinafter called "Lessee," whose address is 36825 Kings Highway, Beaver Island, MI 49782.

WHEREAS, pursuant to Section 503(1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.503(1), the DNR is required to: provide and develop facilities for outdoor recreation.

WHEREAS, the Purpose of this Lease is to allow Lessee to improve and maintain public recreation sites on the Premises, as defined below.

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 improvement and maintenance of public recreation sites on the Premises will provide and develop facilities for outdoor recreation.

WHEREAS, Lessee is willing to improve and maintain public recreation sites on the Premises, which are located within the Beaver Island State Wildlife Research Area.

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 five properties described in **Attachment A** (legal descriptions), including all of the land owned by the State of Michigan and/or the DNR, existing buildings and other appurtenances that are located on said property, in Peaine Township, Charlevoix County, State of Michigan, these properties being part of the Beaver Island State Wildlife Research Area and known as Bill Wagner Campground, Cables Creek Beach Access, Lake Geneserath Boat Access & Campground, Greene's Lake Boat Access, and Martin's Bluff Scenic Outlook (hereinafter the "Premises").

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, subject to conditions in Section 13:
- 1) To improve and maintain the Premises for outdoor recreation, including but not limited to hunting, trapping, fishing, wildlife viewing, bird watching, camping, boating, canoeing, kayaking, hiking, photography, and sightseeing.
 - 2) To develop and improve the Premises, which may include, but is not limited to grading roads, grading parking lots, grading pathways, paving with gravel or wood chips, building foot bridges, building automobile barriers, installing gates, building boat launches, erecting signage, creating camp sites, installing picnic tables, installing fire rings, installing benches, and installing water or sanitation facilities.
 - 3) To pick up trash, clean, and periodically maintain the facilities on the Premises.
 - 4) To manage public use of the two campgrounds including but not limited to registering campers, collecting fees, and permitting large group functions.
 - 5) Any other use which is agreed to in writing by both parties.
- B. Lessee shall obtain Lessor's prior consent, in writing, signed by the DNR Representative, to use the Premises for any purpose not listed in this Section. Lessor may terminate this Lease, as provided in Section 24A(3), 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) Authorizing public use of Premises in violation of any State law, order or regulation.
 - 2) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of the DNR Representative.
 - 3) Storage of equipment, placement of signs, or use of camping trailers or tents (except at approved campgrounds) without prior written approval of the DNR Representative. All supplies and equipment must be stored safely and inside.
 - 4) Any clearing activity outside the Premises.
 - 5) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
 - 6) Disposal of trees, tree tops, branches, roots, stumps, and other vegetative debris onto the Premises, except those clippings and debris associated with on Premises maintenance. This section shall

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not prohibit application of gravel or wood chips associated with development and maintenance of parking lots and trails.

- 7) Authorization of "Naming Rights" for any portion of the Premises without prior Department approval.
- D. Lessor may terminate this Lease, as provided in Section 24A(3), 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.
5. **ADMINISTRATION** - The wildlife biologist for Charlevoix County, or his/her designated representative, is the DNR Administrator of this Lease (collectively, DNR Representative). The Lessee shall designate in writing to the DNR Representative one (1) person and one (1) alternate person responsible to be the contact person for the Lessor 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 has made an independent environmental assessment of the Premises and agrees to maintain the Premises in their present condition, subject to mutually acceptable improvements as per Section 13.
7. **TERM** - Lessor shall lease the Premises to Lessee for a 30-year initial term of possession beginning upon actual possession at 12:01 a.m. on January 1, 2019, and ending at midnight on December 31, 2048, or such later date as provided in Section 9. The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy.
8. **RENT** - In lieu of rent, Lessee shall maintain or improve the five lease sites for public outdoor recreation. Failure to maintain the five lease sites in good condition will be grounds for the Department to terminate the Lease.
9. **OPTION TO RENEW** - The initial term of this Lease may be extended for an additional 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. Lessor's rental rate for the Premises during an extended term may be re-negotiated prior to renewal.

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10. **SERVICES BY LESSEE** - Lessee shall furnish the following services at its own expense:
- A. Lessee will improve and maintain the Leased Premises as provided for in Section 2A above at its sole expense.
 - B. Lessee will maintain and operate the Premises in compliance with state laws and local ordinances. Lessee will notify the proper law enforcement authority of all violations of state laws and local ordinances by other parties occurring on the Premises, consistent with Lessee's standard park-management practices.
 - C. Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and the DNR. If the DNR Representative determines that the Lessee has failed to maintain an acceptable standard of cleanliness, and, if after ten work 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, the Contractor must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with any applicable state agency rules that the agency provides to the Contractor.
11. **FEES** - Lessee may charge a fee or request donations only in connection with Lessee's use of the Bill Wagner Campground, and Lake Geneserath Premises. All fees and/or donations shall have prior approval of the DNR Representative, 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** - Except as allowed under Section 2 (public camping), 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 the Department. Such action by the Lessee without the prior written approval of the Department 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 the DNR Representative,

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, unless otherwise agreed in writing by Lessor. If the parties agree that Lessee may remove Lessee improvements, Lessee shall restore the Premises to its original condition.

- 14. ANTIQUITIES RIGHTS AND PROTECTIONS** - The premises are considered potentially archaeologically sensitive and require the following protections:
- A. State of Michigan retains antiquities rights to all premises. Disturbance or removal of artifacts or other prehistoric or historic materials without permit is illegal and may be prosecuted.
 - B. Lessee will use its best efforts to immediately report the inadvertent discovery of antiquities to the DNR wildlife biologist for Charlevoix County and the State Archaeologist and to preserve and protect antiquities in place.
 - C. In the event of the inadvertent discovery of human remains, the provisions described in the Michigan Attorney General's Opinion No. 6585 Cemeteries and Dead Bodies of June 7, 1989 and additional guidance from the State Archaeologist will be followed.
 - D. All ground disturbing or ground surface altering projects will be reviewed and approved by the State Archaeologist and the DNR wildlife biologist for Charlevoix County and/or Public Land Administration Unit prior to initiation.
 - E. In consultation with the State Archaeologist, the DNR may require professional archaeological survey prior to the initiation of ground disturbing or ground surface altering projects. Surveys must be conducted by a federally qualified archaeologist working under a Permit for Archaeological Exploration on State-Owned Land. This permit includes a 45-day application process that cannot be expedited. Proposed projects may be altered or prohibited based on survey results.
- 15. 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.
- 16. 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.
- 17. 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.

18. **INDEMNIFICATION** - Each party to this Lease must seek its own legal representative and bear its own costs including judgments, in any litigation that may arise from performance specific to each party's responsibilities. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.
19. **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 the DNR Representative on DNR Form R1004E (**Attachment B**) or such other form approved by the Lessor within 24 hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$1000 are to be reported to the DNR Representative immediately, by telephone or in person. A written report is to follow as described above.

20. **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 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. As 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

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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. As required by law, Lessee shall maintain automobile no-fault coverage.
- 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.

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

22. 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.

23. PREVAILING WAGES - If execution of this Lease involves work by a construction mechanic, and any part of that work is sponsored or financed in whole or in part by the State, then the following will apply:

The rates of wages and fringe benefits to be paid to each class of construction mechanics by Lessee cannot be less than the wage and fringe benefit rates issued by the Michigan Department of Energy, Labor and Economic Growth, Wage/Hour Division, in its schedule of occupational classification and wage and fringe benefit rates for the locality in which the work is to be performed.

24. DISPUTES - Except as otherwise provided for in this agreement, any dispute among any multiple Lessees that have executed Leases with the DNR 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 DNR Director who shall make a written decision and mail or otherwise furnish a copy of the decision to all the parties.

- F. The written decision of the Director provided for above shall be binding upon the parties and shall constitute a final decision of the agency.

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- G. 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.

24. 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.

- 25. QUIET ENJOYMENT -** Upon execution of this lease agreement and the performance of the conditions outlined herein, 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.

- 26. 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.

- 27. 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 9, a new tenancy from year-to-year shall be created between Lessor and Lessee. The new tenancy shall be subject to all the terms and conditions of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

- 28. 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.

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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:

State of Michigan
Department of Natural Resources
Gaylord Customer Service Center
1732 W. M-32
Gaylord, MI 49735
kleitchj@michigan.gov
989-732-3541 ext. 5031

Attn: Wildlife Biologist for Charlevoix County

and Lessor Alternate:

State of Michigan
Department of Natural Resources
Lansing Customer Service Center
4166 Legacy Parkway
Lansing, MI 48911
fitzpatrickk@michigan.gov
517-284-4726

Attn: Wildlife Division Lease Specialist

To Lessee:

Peaine Township
P.O. Box 26
Beaver Island, MI 49782
peainetownship@gmail.com
231-448-2150

Attn: Township Supervisor

and Lessee Alternate:

Peaine Township
P.O. Box 91
Beaver Island, MI 49782
peainetownshipclerk@yahoo.com
231-448-3193

Attn: Clerk/Secretary

- 29. NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a 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.
- 30. INTERPRETATION** - This Lease shall be interpreted in accordance with the laws of the State of Michigan.
- 31. 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.
- 32. 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.
- 33. 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.

34. **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.
35. **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.
36. **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.
37. **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)

Victoria Lischalk 7/3/19
Witness Signature Date

Russ Mason 7.3.19
Russ Mason, Chief Date
DNR Wildlife Division

Victoria Lischalk
(please print name)

Witness(es)

Sam B. M. Cummins 7/3/19
Witness Signature Date

Sam B. M. Cummins
(please print name)

STATE OF MICHIGAN, COUNTY OF Ingham

The foregoing instrument was acknowledged before me on this 3rd, day of July, 2019 by Russ Mason, Wildlife Division Chief, for the Michigan Department of Natural Resources.

Julie Marie Hicks
Julie Marie Hicks, Notary Public
(please print name)

JULIE MARIE HICKS
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires June 6, 2025
Acting in the County of _____

My Commission Expires: 06/06/25
Acting in the County of: Ingham

LESSEE -

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

WITNESS TO LESSEE

Witness

Kryshyle KRYS LYLE
(please print)

Kryshyle 6/20/19
Witness Signature Date

Lessee

William R. Kohls
(please print)

William R. Kohls 6/20/19
Lessee Signature Date

Title: SUPERVISOR

Federal ID No. _____

Witness

KRYS LYLE
(please print)

Kryshyle 6/20/19
Witness Signature Date

Lessee

Carla Martin
(please print)

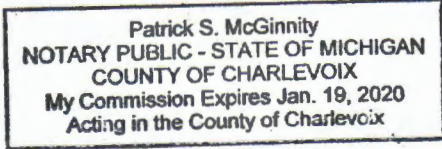
Carla Martin 6-20-19
Lessee Signature Date

Title: Peaine Twp Clerk

Federal ID No. _____

State of Michigan, County of Charlevoix

The foregoing instrument was acknowledged before me on this 20th day of June, 2019, by William R. Kohls, for Lessee.



Patrick S. McGinnity
Patrick S. McGinnity, Notary Public

State of Michigan, County of Charlevoix

My Commission expires: 01/19/2020

Acting in the County of Charlevoix

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Attachment A - Peaine Township Lease Legal Descriptions

BILL WAGNER CAMPGROUND Parcel: Township Thirty-eight (38) North, Range Ten (10) West, Section Twenty-six (26): All that part of Government Lot One (1) lying Northeasterly of a county road known as East Shore Road and Southeasterly of a line described as commencing at the North quarter (1/4) corner of said Section Twenty-six (26), thence South 89°33'17" East along said North section line one thousand one hundred seventy-one and five hundredths (1,171.05) feet, thence North 64°53'04" East three hundred fourteen and fifty-four hundredths (314.54) feet to the Easterly right of way line of East Shore Drive, thence South 23°31'46" East eight hundred eight and nine hundredths (808.09) feet along said right of way line, thence South 35°11'58" East four hundred eighty-six and twenty-seven hundredths (486.27) feet to the point of beginning of this parcel, thence North 63°24'51" East six hundred three and thirty-eight hundredths (603.38) feet along the Southeasterly line of the proposed plat of Beaver Sands to a point accepted as the apparent meander corner at a point bearing North 83°30' West one hundred fifteen and five tenths (115.5) feet distant from a black oak thirty-six (36) inches in diameter accepted as an original witness to said meander corner, thence continuing North 60°00'00" East three hundred eighteen (318) feet more or less, to the water's edge of Lake Michigan and the point of ending. ALSO That part of the North 17.3 acres of Government Lot 1, fractional Section 25, T38N, R10W, Charlevoix County, Michigan, except that part lying Southerly of a line described as commencing at the Southwest corner of said Section 25, thence run North along the West line of said Section 25 a distance of 3867.4 feet to the point of beginning of the said line; thence run East to the shore line of Lake Michigan to the Point of ending of the said line. Containing 19 acres more or less. See Figure 1.

CABLES CREEK BEACH ACCESS Parcel: The East 3/4 of the South part of Government Lot 3, Section 15, T37N, R10W, Peaine Township, Charlevoix County, Michigan. Containing 27 acres more or less. See Figure 2.

GREENE'S LAKE BOAT ACCESS Parcel: That part of the Southeast 1/4 of Section 31, T38N, R10W, Peaine Township, Charlevoix County, Michigan, described as commencing at the Center 1/4 corner of said Section 31, thence run East along the East and West 1/4 line of said Section 31 a distance of 600 feet to the point of beginning of the following described parcel of land: thence continuing East along the said East and West 1/4 line a distance of 400 feet; thence run South a distance of 600 feet; thence run West a distance of 400 feet; thence run North a distance of 600 feet to the point of beginning, EXCEPT that part lying North of Green Bay Road. Containing 3 acres more or less. See Figure 3.

LAKE GENESERATH BOAT ACCESS & CAMPGROUND Parcel: That part of Government Lot 1, fractional Section 10, T37N, R10W, Peaine Township, Charlevoix County, Michigan, described as commencing at the Southeast corner of said Section 10, thence run N89°54'26"W along the South line of said Section 10 to the Southeast corner of said Government Lot 1, thence continuing N89°54'26"W along the said South line of fractional Section 10 a distance of 326.00 feet, thence run N0°03'40"W a distance of 146.00 feet to the Point of Beginning of the following described parcel of land: thence run N61°00'00"W a distance of 420.00 feet; thence run S29°00'00"W a distance of 187.00 feet more or less to the shoreline of Lake Geneserath; thence run Southeasterly along the said shoreline of Lake Geneserath to a point S29°00'00"W from the Point of Beginning; thence run N29°00'00"E a distance of 155.00 feet more or less to the Point of Beginning. Contains 1.5 acre of land more or less. See Figure 4.

MARTIN'S BLUFF SCENIC OUTLOOK Parcel: That part of Government Lot 1, fractional Section 1, T37N, R10W, Peaine Township, Charlevoix County, Michigan, described as beginning on the centerline of East Shore Drive, at a distance of 562 feet North of the South line of said Government Lot 1: thence run Northerly along the said centerline of East Short Drive a distance of 400 feet; thence run East parallel with the said South line of Government Lot 1 to the shoreline of Lake Michigan; thence run Southerly along the said shoreline of Lake Michigan to a point East of and parallel with the said South line of Government Lot 1; thence run West, parallel with the said South line of Government Lot 1 to the said centerline of East Shore Drive and the point of beginning. Containing 3 acres more or less. See Figure 5.

BILL WAGNER CAMPGROUND
A PART OF SECTIONS 25 AND 26, T38N, R10W,
CHARLEVOIX COUNTY, MICHIGAN



STATE PART OF PARID 19501

CABLES CREEK

A PART OF SECTION 15, T37N,
R10W, CHARLEVOIX COUNTY

PRIVATE

STATE

TWP

COUNTY

STATE PARID 19506

CERTIFIED

PRIVATE

990'±

ROAD

PRIVATE

PRIVATE

TRAIL

GOVERNMENT LOT 3

1300'±

STATE PARID 19505

1100'±

PRIVATE

LAKE MICHIGAN

GREENES LAKE

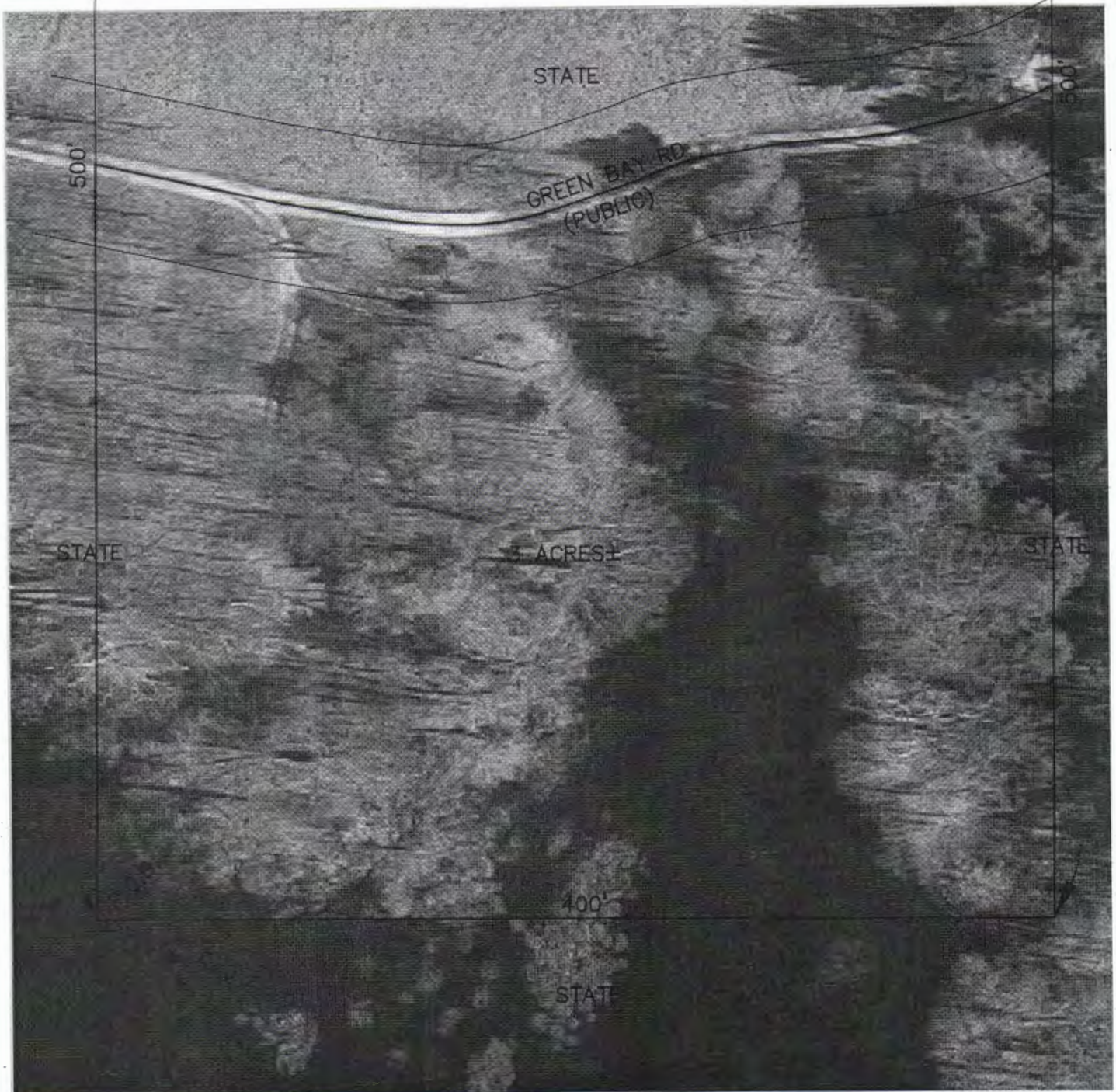
A PART OF SECTION 31, T38N, R10W,
CHARLEVOIX COUNTY

CENTER
SECTION 31

600'

400'

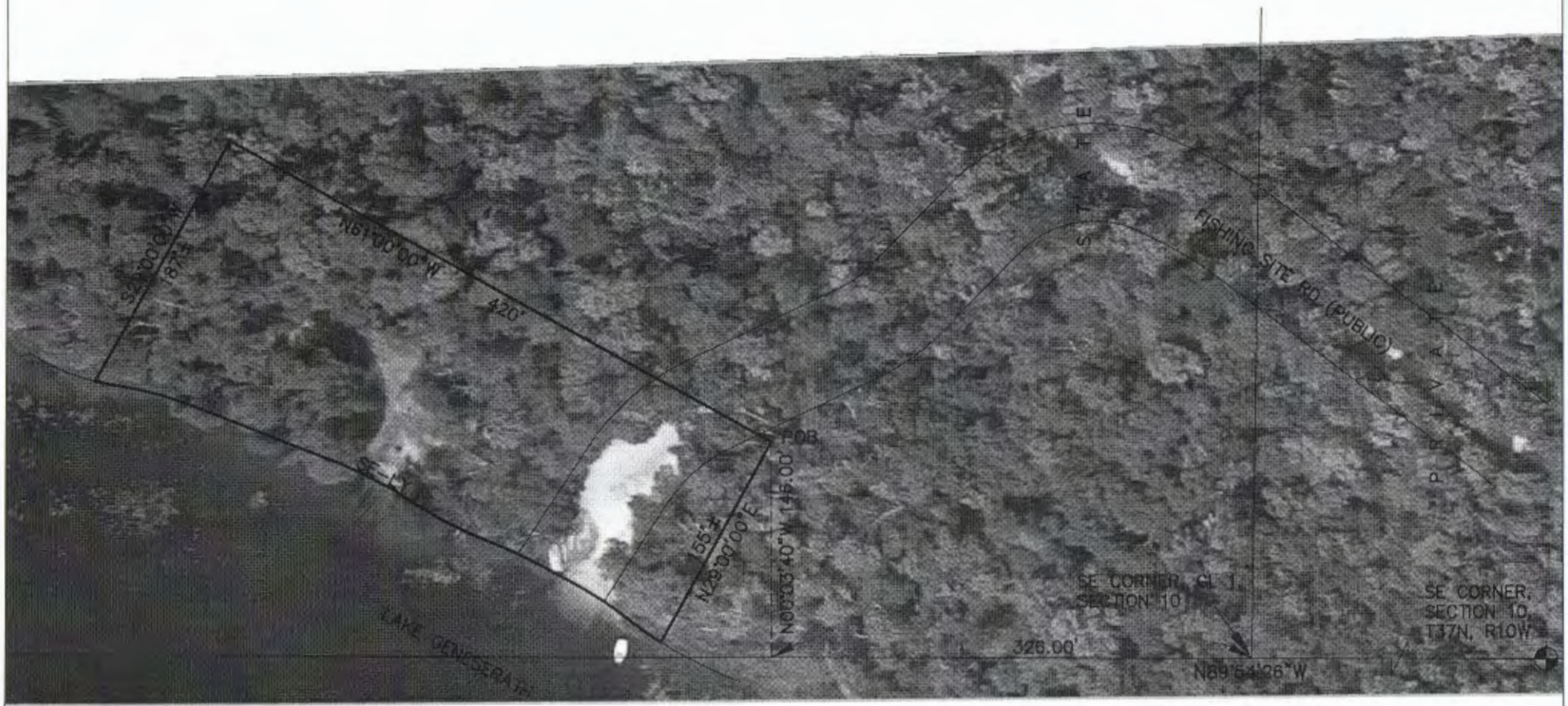
E X C E P T I O N



LAKE GENESERATH BAS

A PART OF SECTION 10, T37N, R10W, CHARLEVOIX COUNTY, MICHIGAN

That part of Government Lot 1, fractional Section 10, T37N, R10W, Peaine Township, Charlevoix County, Michigan, described as commencing at the Southeast corner of said Section 10, thence run N89°54'26"W along the South line of said Section 10 to the Southeast corner of said Government Lot 1, thence continuing N89°54'26"W along the said South line of fractional Section 10 a distance of 326.00 feet, thence run N0°03'40"W a distance of 146.00 feet to the Point of Beginning of the following described parcel of land: thence run N61°00'00"W a distance of 420.00 feet; thence run S29°00'00"W a distance of 187.00 feet more or less to the shoreline of Lake Geneserath; thence run Southeasterly along the said shoreline of Lake Geneserath to a point S29°00'00"W from the Point of Beginning; thence run N29°00'00"E a distance of 155.00 feet more or less to the Point of Beginning. Contains 1.5 acre of land more or less.



MARTINS BLUFF

A PART OF SECTION 1, T37N,
R10W, CHARLEVOIX COUNTY



Attachment B – Public Incident Report



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), please also complete:
Reporting the MDNR Use of Automated External Defibrillators (AED) R7223

☐ 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)	Telephone Number(S)	Statements
			() -	☐ Statement attached
			() -	☐ Statement attached
			() -	☐ Statement attached
			() -	☐ Statement attached
			() -	☐ Statement attached
			() -	☐ Statement attached

FIRST AID RENDERED (Explain how) BY WHOM (include telephone number)

DOCTOR OR HOSPITAL REFERRED	TELEPHONE NO. () -	LAW ENFORCEMENT AGENCIES RESPONDING TO CALL
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ESTIMATED DAMAGE REPAIR COSTS	MATERIALS	LABOR	TOTAL COST	TOTAL STAFF TIME INVOLVED
\$		\$	\$ 0.00	

DNR EMPLOYEES INVOLVED Name(s),	Telephone	DNR EMPLOYEES INVOLVED Name(s),	Telephone
	() -		() -
	() -		() -
	() -		() -

REPORTING EMPLOYEE'S SIGNATURE	DATE	FACILITY MANAGER'S SIGNATURE	DATE
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Attachment B – Public Incident Report