

PERE MARQUETTE CHARTER TOWNSHIP BOARD
REGULAR/COMMITTEE OF THE WHOLE MEETING AGENDA
August 22, 2023 – 6:00 p.m.

Location: PERE MARQUETTE TOWNSHIP HALL
1699 S. Pere Marquette Highway
Ludington, MI 49431

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES
6. BRIEF PUBLIC COMMENTS (TWO MINUTES)
7. APPROVAL OF AGENDA
8. PUBLIC HEARINGS
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. **Consider Interlocal Agreement for Recreation Programs & Services**
 - B. **Consider Township MS Office G3 Upgrade Quote from VC3**
 - C. **Consider Improvements on Orchard Ave. and Terri Court**
 - D. **Consider Easement for Electric Facilities with Consumers Energy**
11. COMMITTEE OF THE WHOLE
12. ANNOUNCEMENTS
13. EXTENDED PUBLIC COMMENTS (TEN MINUTES)
14. ADJOURNMENT

REGULAR MEETING**August 8, 2023****PERE MARQUETTE CHARTER TOWNSHIP BOARD**

held at 1699 S. Pere Marquette Highway, Ludington MI 49431

Board members present: Clerk Rachelle Enbody; Trustees: Andrew Kmetz, James Nordlund Sr., Henry Rasmussen, and Ronald Soberalski.
 Board member(s) absent: Supervisor Gerald Bleau and Treasurer Karie Bleau.
 Also present: Sheriff Kim Cole, Larry Gaylord, and numerous guests.

The meeting was called to order at 4:00 p.m. by the Clerk. Invocation was given by Nordlund; Pledge of Allegiance was recited by all.

Moved by Nordlund, seconded by Soberalski to appoint Kmetz as President pro tempore for this meeting. Motion carried. Kmetz assumed chairmanship of the meeting.

APPROVAL OF MINUTES: **Moved** by Soberalski, seconded by Nordlund to approve the minutes from the meeting on July 25, 2023 as presented.

Motion carried.

SHERIFF / COUNTY COMMISSIONER REPORT(S): Sheriff Cole reported on eighty-two calls for service in July 2023.

DEPARTMENT REPORTS: Department reports were received.

PUBLIC COMMENT: Public comment was held.

APPROVAL OF AGENDA: **Moved** by Soberalski, seconded by Rasmussen to approved the agenda as presented.

Motion carried.

COMMUNICATIONS: Enbody reported communications received include a letter from Charter Communications regarding price changes effective August 9, 2023.

COMMITTEE REPORTS: Personnel Committee (Kmetz, Rasmussen, Nordlund): Kmetz reported the committee met to review the job description for the campground manager. The committee had further questions and referred those questions back to the appropriate parties to obtain more information.

Zoning Board of Appeals (Rasmussen): Reported that the ZBA met and approved a variance for the construction of a shed.

LMTA Representative (Enbody): Reported that LMTA has made a presentation to the Area Agency on Aging in order to achieve funding to aid in trips for seniors. Three of the five new buses have been received with the remaining two new buses to be received in the next week or two. LMTA has received a grant for a new maintenance truck and administration car, which should also be received within two weeks. LMTA has mailed out the corridor rider information and petition for a Special Assessment District to include any commercial business property along the US-10 corridor. If approved, this initiative would provide transportation services to businesses along the corridor not already served by LMTA.

Western Mason County Fire District Authority (G. Bleau, A. Kmetz): Kmetz reported the Authority approved FireCATT for fire hose testing and approved the aerial truck to be on a five-year inspection schedule.

NEW BUSINESS: A. Nordlund stated that the board has received numerous complaints regarding the meeting sound system and the fact that the audience is unable to hear the proceeding of the meeting. Board members agreed that the current system does not serve our public well and that the Township needs to look into getting a different sound system.

OFFICERS REPORTS: Clerk (Enbody) – Reported increased activity for cemetery columbarium spaces, plaques, and the coordination of columbarium openings. The office has also been busy with FOIA requests. Enbody provided a list of current invoices for approval.

PAYMENT OF INVOICES: **Moved** by Enbody, seconded by Soberalski to approve payment of invoices in the amount of \$396,107.59.

Motion carried.

Treasurer (K. Bleau) – (absent) Provided a report with bank balances for July 2023.

Supervisor (G. Bleau) – (absent).

EXTENDED PUBLIC COMMENT: Public comment was held.

In response to questions received during public comment, Soberalski stated that he would like to see the board meetings moved back to the main floor conference room.

Kmetz referred to the building and zoning monthly report and reported on the current status of code enforcements for building code and land use violations. Kmetz added that the property on S. Pere Marquette Highway is currently in the hands of the Supervisor and Township Attorney who are working towards a solution.

ADJOURNMENT: **Moved** by Enbody, seconded by Nordlund to adjourn the meeting at 4:28 p.m. Motion carried.



Rachelle D. Enbody, MiPMC², CMC Township Clerk

Andrew Kmetz, President pro tempore

INTERLOCAL AGREEMENT FOR RECREATION PROGRAMS & SERVICES

This INTERLOCAL AGREEMENT FOR RECREATION PROGRAMS & SERVICES ("Agreement") is made as of this ____ day of _____, 2023, by and between the CITY OF LUDINGTON, a Michigan municipal corporation located at 400 South Harrison St., Ludington, Michigan 49431 ("City"), the CHARTER TOWNSHIP OF PERE MARQUETTE, a Michigan municipal entity located at 1699 S. Pere Marquette Highway, Ludington, Michigan 49431 ("PM Township"), HAMLIN TOWNSHIP, a Michigan municipal entity located at 3775 North Jebavy Drive, Ludington, Michigan 49431 ("Hamlin"), and SUMMIT TOWNSHIP, a Michigan municipal entity located at 4879 W. Deren Road, Ludington, Michigan 49431 ("Summit") for the purpose of establishing the funding and operation of recreational programming within the jurisdictions of the parties on the terms and conditions set forth below.

Recitals

WHEREAS, the City of Ludington, the Charter Township of Pere Marquette ("PM Township"), Hamlin Township, and Summit Township are each Michigan municipal corporations and entities incorporated pursuant to and in accordance with the statutes and constitution of the State of Michigan;

WHEREAS, Michigan's Urban Cooperation Act of 1967 (Public Act 7 of 1967; MCL §124.501 *et seq.*) provides that political subdivisions of the state (including but not limited to cities, townships, and charter townships) "may exercise jointly ... any power, privilege, or authority that the agencies share in common and that each might exercise separately";

WHEREAS, Michigan's statute entitled "Recreation and Playgrounds" (Public Act 156 of 1917; MCL §123.51 *et seq.*) provides that "[a]ny city ... or township may operate a system of public recreation and playgrounds; acquire, equip and maintain land, buildings or other recreational facilities; employ a superintendent of recreation and assistants; vote and expend funds for the operation of such system."; and

WHEREAS, the parties desire to enter into this Agreement to better serve the interests and needs of their communities and to better utilize the collective resources of each party to provide quality parks and recreation programs to their residents;

THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which the parties acknowledge, the City of Ludington, PM Township, Hamlin Township, and Summit Township hereby enter into this Agreement and covenant and agree as follows:

1. **Effective Date.** This Agreement shall be effective as of the date on which it is executed by the last of all four parties.
2. **Term.** This Agreement shall commence on the Effective Date, and continue through December 31, 2026, such that the term of this Agreement shall be four (4) years or seasons of

operation. Unless a party notifies the other parties that it does not desire to extend this Agreement, it shall automatically renew for an additional three (3) year term until terminated by a party. Notice of intent **not** to renew this Agreement shall be given in writing not less than 120 days prior to the anniversary date of this Agreement.

3. **Compensation.** The City shall be paid annually for hosting the recreational programs on its property(ies), staffing the programs, and otherwise serving as the fiduciary of the recreational programs described herein as follows: payment in the amount of \$10,000.00 from Hamlin; payment in the amount of \$10,000.00 from PM Township; and payment in the amount of \$2,500.00 from Summit Township. Moneys contributed by Hamlin, PM, and Summit Townships to the City shall be restricted to uses in furtherance of the recreational programs provided under this Agreement only. The Townships shall provide such payments by [month] 1 each year in advance of the recreational program season operation.

- a. *Compensation Review.* Every year, within thirty (30) days of the close of the recreational program season the City shall complete a detailed review showing line-item costs incurred in administering the recreational programming and compare the costs incurred to the total payments received from all parties. Copies of this review and comparison shall be distributed to the parties upon completion, but no later than before the prior recreational program season.
- b. *Payment Adjustment.* In the event the City determines that the payment provided does not cover the costs incurred and anticipated going forward, the City shall provide the parties a budget reflecting the total amount of payments necessary for the recreational program and the parties will agree to meet and confer. The parties can agree to approve the budget and adjust their payments upwards to more equitably share in the costs.

4. **Programs to be Offered.** The City will provide all staff persons reasonably necessary to provide the recreation programs, including an executive director, or equivalent, who shall be responsible for the overall management of the recreation programs offered, and who shall report, from time to time, to the parties as to the programs offered, the number of students and non-students participating, seasonal statistical data on membership and participation, and other information the parties may seek in order to evaluate the effectiveness of this Agreement and the recreation programs offered. During the term of this Agreement, the parties will use their best efforts to offer the following recreation programs each season (for various reasons, some programs may not be offered in any particular year, however):

- a. T-Ball - Boys and Girls; Pre-K and Kindergarten;
- b. Boys' Baseball – Mites (1st and 2nd Grades), Minors (3rd and 4th Grades), Juniors (5th and 6th Grades), and West Shore (7th and 8th Grades);
- c. Girls' Softball – Pixie (1st and 2nd Grades), Pony (3rd and 4th Grades), Pride (5th and 6th Grades), and Phoenix (7th and 8th Grades);

- d. Women's modified pitch and slow pitch softball (including league play and tournaments);
- e. Co-Ed Slow Pitch Softball (including league play and tournaments);
- f. Boys' Basketball (league play for Grades 2 – 6);
- g. Girls' Basketball (league play for Grades 3 – 6);
- h. Tennis League (Grades 6 – 8);
- i. Tennis Camp;
- j. Beach Volleyball;
- k. Cheerleading;
- l. Art Camp;
- m. Cooking Classes.

5. Funding by the City. The City agrees to budget annually an amount not less than the average of the three years prior of the City's budget for recreational programs offered under this Agreement. The City shall utilize the funding from Hamlin, PM, and Summit Townships in partial satisfaction of the costs incurred in administering said programs. The City may contract with Ludington Area School District or another party capable of fulfilling the programmatic needs set forth above, but in either event the City shall utilize its own budgeted funds as well as the funding from Hamlin, PM, and Summit Townships referenced above to cover the costs of and pay for said recreational programming. The City's Recreation Board (as constituted under Chapter 38, Article II of the City of Ludington Code of Ordinances) may be consulted for advisory purposes with respect to the administration of the programming contemplated by this Agreement, financial and/or budgetary issues, and/or other matters within said Board's purview relevant to performance under this Agreement.

6. Liability Insurance. The parties shall each maintain a minimum of One Million Dollars (\$1,000,000.00) in general liability insurance throughout the term of this Agreement. Each party shall notify the other in writing at least thirty (30) days in advance if such general liability insurance policy will be cancelled. Notwithstanding the parties' requirement to maintain liability insurance, nothing in this Agreement shall be construed as a waiver or relinquishment of any immunity afforded to any party by law, including (but not limited to) governmental immunity under Public Act 170 of 1964 (being MCL §691.1401 *et seq.*).

7. Indemnification. To the extent allowable by law, the parties hereby agree to indemnify and hold one another harmless from any and all claims which might be brought

against them based on causes of action and alleged damages relating in any way to this Agreement.

8. **Termination.** Any party may terminate this Agreement, with or without cause, upon not less than one hundred and eighty (180) days written notice to the other parties specifying a date for the termination. If the date of termination is not an anniversary date of this Agreement, the Hamlin and PM Townships' payments to the City shall be prorated on a daily basis up to and including the termination date. All funds thereafter received by the City from the townships for participating in the recreation programs and services shall continue to be applied to such programs and services for the balance of the calendar year in which termination occurs.

9. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

10. **Severability.** If any provision of this Agreement, or its application to any party, person, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other parties, persons, or circumstances is not affected but will be enforced to the extent permitted by law.

11. **Parties Benefitted.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns. No person other than the parties hereto shall have any right(s) to enforce this Agreement, and the parties hereto express their mutual intent that there are no intended third-party beneficiaries to this Agreement.

12. **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to conflicts of laws principles. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any party. In the event of any disputes between the parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan in Mason County.

13. **Notice.** All notices required under this Agreement shall be in writing and addressed to the party at the address given in the first paragraph of this Agreement. Notice shall be given to the City Manager, in case of the City, or the respective Township Supervisor(s), in the case of Hamlin Township or the Charter Township of Pere Marquette, by facsimile or electronic mail transmission with proof of delivery preserved, or by regular or enhanced mail delivery, including a nationally recognized carrier service such as UPS, FedEx, or the USPS. Notice delivered by regular mail shall be deemed to have been given two (2) business days following the date of the post mark; notice delivered by recognized national carrier service shall be deemed delivered the

day following the date it is delivered to the carrier; and notice given by facsimile or electronic mail shall be deemed given the day after delivery.

14. **Amendment.** This Agreement may be amended only upon written agreement of all parties following formal approval of said amendment(s) by their respective governing bodies.

15. **Execution of Agreement; Counterparts.** Each party shall cooperate to execute three (3) counterparts of this Agreement, each of which taken together is an original but all of which shall constitute one instrument.

PRIOR TO SIGNING THIS AGREEMENT, THE PARTIES AFFIRM AND ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE.

CITY OF LUDINGTON

Date: _____, 2023.

By: _____
Its: Mitch Foster
City Manager

Date: _____, 2023.

By: _____
Its: Deb Luskin
City Clerk

CHARTER TOWNSHIP OF PERE MARQUETTE

Date: _____, 2023.

By: _____
Its: _____

HAMLIN TOWNSHIP

Date: _____, 2023.

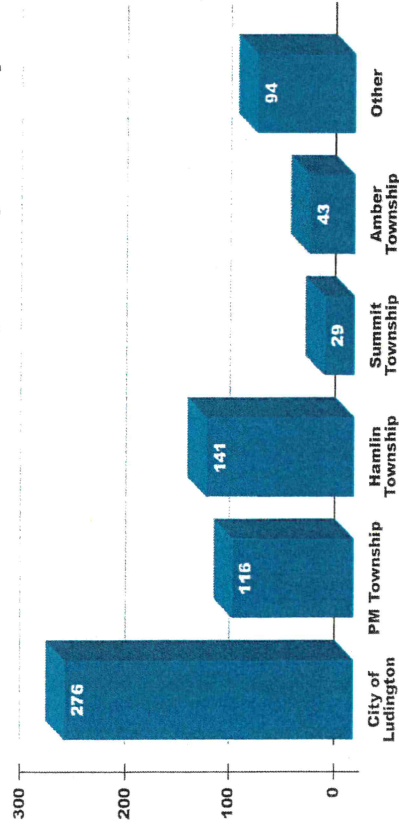
By: _____
Its: _____

SUMMIT TOWNSHIP

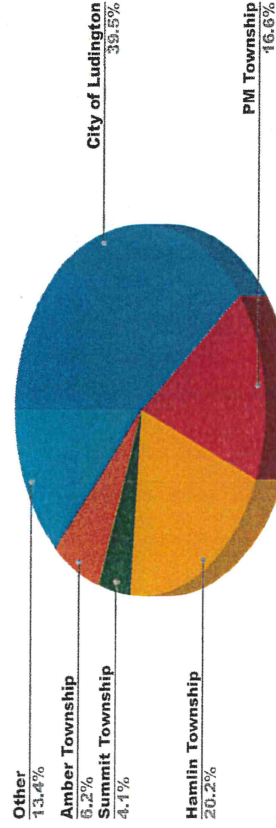
Date: _____, 2023.

By: _____
Its: _____

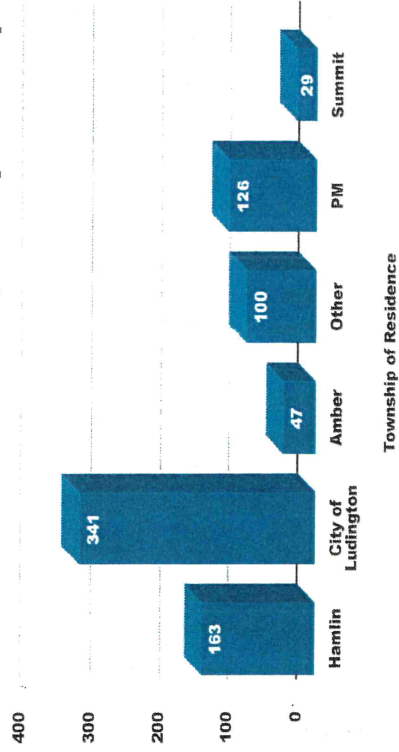
2022 Youth Recreation Participation by Township



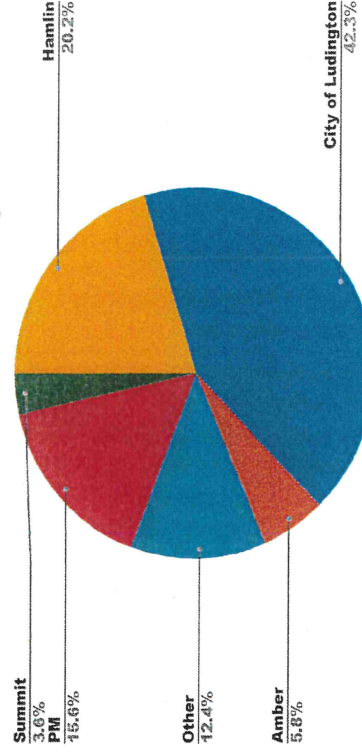
2022 Youth Recreation Participation - Township Percentage of Total Participants



2023 Youth Recreation Participation by Township



2023 Youth Recreation Participation - Township Percentage of Total Participants



Memo

To: Township Board

From: Supervisor's Office

cc: Gerald Bleau

Date: 08/18/2023

Re: Consider Township MS 365 Office G3 upgrade quote, from Vc3

The MS 365 Office G3 upgrade quote covers all Microsoft applications, including Outlook for email.

Per Vc3, our current Microsoft applications, such as Outlook, will not be supported to be compatible with Microsoft 365. After October 2023 support will end, from Microsoft. We currently have MW Office 13 or 16 licenses installed on our computers, but we also pay for online Outlook email services annually, with our Exchange Plan 1. Some of the issues that we are having with our email and other applications are due to compatibility. Moving to this plan would also roll all services into a Microsoft 365 bundle specifically for government use.

We are using Business applications now, but the G3 is a government version of MS 365 Office. The G3 plan includes all applications and services listed on the attached copy.

The quoted fee is the annual subscription charge for up to 19 computers/systems. The annual fee listed is the fee that Microsoft has contracted with Vc3.

Sincerely,

Gerald A. Bleau, Supervisor

Prepared by Jennifer Sebolt (Strickland)

Microsoft 365 Government G3

How to buy

- ✓ Always-up-to-date Microsoft 365 apps for desktop and mobile
- ✓ Email, file storage and sharing, meetings, and instant messaging
- ✓ 1 TB of cloud storage
- ✓ Chat, meetings, and file sharing within shared workspaces
- ✓ Core security and identity management capabilities
- ✓ Windows for enterprise

Apps and services included



[Word](#)



[Excel](#)



[PowerPoint](#)



[Outlook](#)



[Exchange](#)



[Microsoft
Teams](#)



[OneDrive](#)



[OneNote](#)



[SharePoint](#)



[Microsoft
Access \(PC
Only\)](#)



[Microsoft
Bookings](#)



[Microsoft
Stream](#)



[Microsoft
Forms](#)



[Power Apps](#)



[Power
Automate](#)



[Power
Virtual
Agents](#)



[Microsoft
Planner](#)



[Microsoft To
Do](#)



[Viva
Connections](#)



[Viva Insights](#)



[Microsoft
Lists](#)



[Microsoft
Publisher
\(PC Only\)](#)



[Visio](#)



[Windows](#)

**Estimate For**

Township of Pere Marquette, MI
Jennifer Sebolt
1699 S. Pere Marquette Highway
Ludington, MI 49431
United States

Phone
Fax

Q U O T E

Number VC3Q27134

Date Jun 26, 2023

Here is the quote you requested.

From The Desk Of	Phone	Ship Via	Terms
Jon Thelen			Net 15

Line	Qty	Description	Unit Price	Ext. Price
1	19	Office 365 G3 GCC	\$264.00	\$5,016.00

2 *Upgrade from Exchange Plan 1*
 Will need to setup archiving (7 year)

Please contact me if I can be of further assistance.

SubTotal	\$5,016.00
Tax	\$0.00
Shipping	\$0.00
Total	\$5,016.00

**Quotes are Subject to Availability. Prices may vary if substitutions become necessary.
Shipping charges included upon invoice.*

5815 Clark Rd, Bath MI 48808
1.855.487.4448

LOCAL ROAD IMPROVEMENT AGREEMENT
 BETWEEN THE
MASON COUNTY ROAD COMMISSION
 IN COOPERATION WITH
PERE MARQUETTE TOWNSHIP
2023

ORCHARD AVENUE

LOCATION: NW QUADRANT OF ORCHARD AVENUE AND TERRI COURT

DESCRIPTION OF WORK:

Construct approximately 120 LFT of HMA lip gutter and approximately 150' of earthen berm to prevent rainwater from flooding the Greene Residence

Qty: Estimated 8 tons of HMA & 30 Cyds of Topsoil, Seeding & Mulch
Blanket

ESTIMATED COST:

\$7,350.58

CONDITIONS:

- 1) The Road Commissions Policy letter for 2023 shall be part of this agreement and is included by reference.
- 2) The Township agrees to pay all costs incurred MINUS CREDITS AVAILABLE in the completion of the work described above.
- 3) The projected is anticipated to be completed by : _____
- 4) If weather, equipment breakdowns, scheduling conflicts, etc. require a change in the completion date or increase in the estimated cost by more than fifteen percent (15%), the work shall be suspended and the Township Supervisor shall be notified.
- 5) **The costs provided are estimated - Final billing to the Township shall be based on actual documented costs.**
- 6) Upon completion of the project and mutual satisfaction with the completed work, the Township agrees to reimburse the Road Commission the balance of their portion of the project cost within sixty (60) days of receipt of a detailed invoice.

MASON COUNTY ROAD COMMISSION

PERE MARQUETTE TOWNSHIP

Date approved by MCRC Board

Date approved by TWP Board

Manager Director

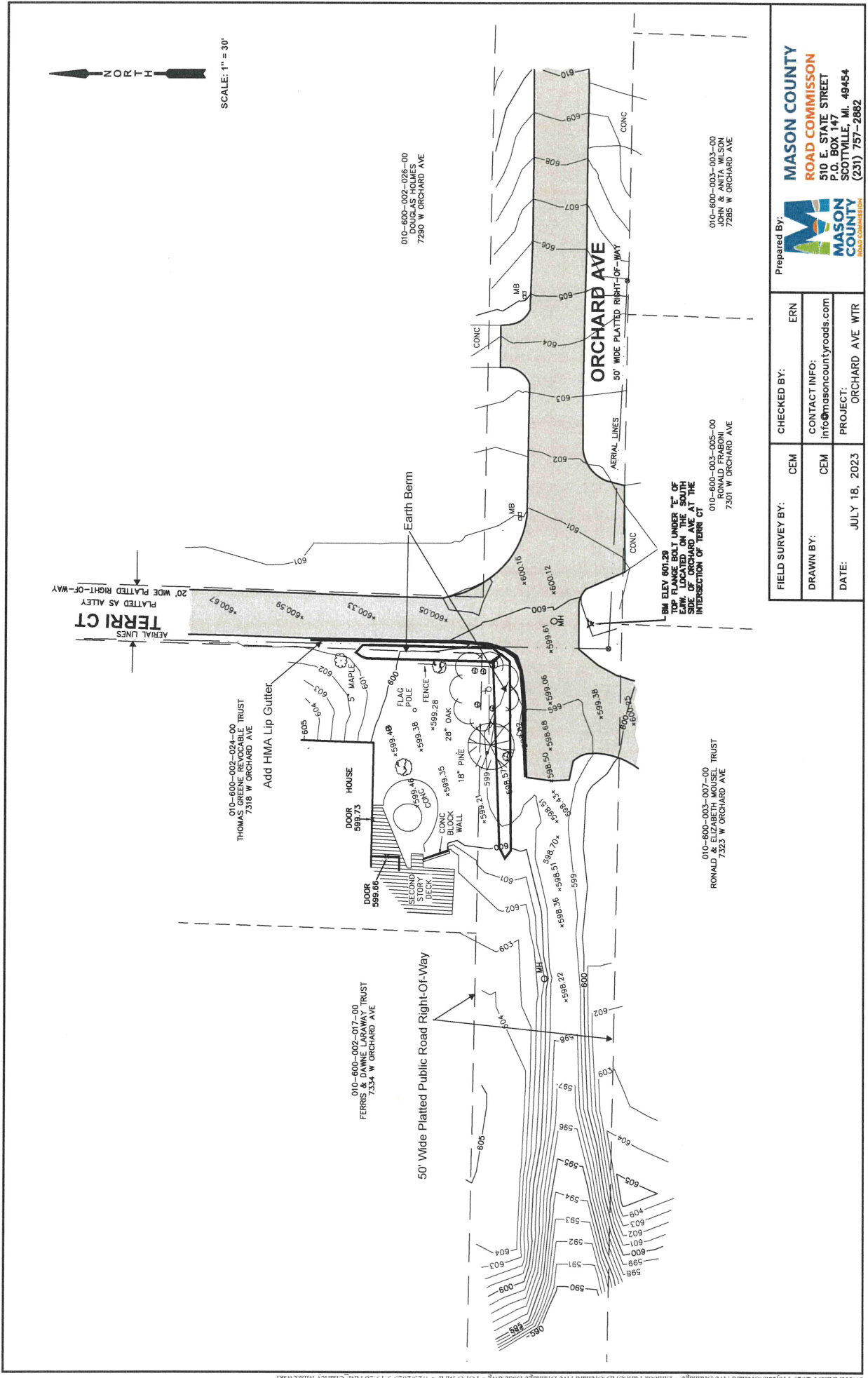
Supervisor

Finance Director

Clerk

Job Estimate 2023

Township	PERE MARQUETTE TOWNSHIP						Date	8/7/2023
Road Name	ORCHARD AVENUE						By	ERN
Termini	NW QUADRANT OF ORCHARD AVENUE AND TERRI COURT							
Description	Construct approximatley 120 LFT of HMA lip gutter and approximately 150' of earthen berm to prevent rainwater from flooding the Greene Residence Estimated 8 tons of HMA & 30 Cyds of Topsoil, Seeding & Mulch Blanket							
Grading Crew	Hours	Equipment	Fuel Inc.	Wages	Benefits	Overhead	TOTAL	TOTAL COST
Grader		\$80.86	\$11.45	\$23.18	215.00%	108.5%	\$154.22	\$0.00
Bull Dozer		\$60.07	\$9.16	\$23.18	215.00%	108.5%	\$129.18	\$0.00
Skidsteer	8	\$59.99	\$11.45	\$23.18	215.00%	108.5%	\$131.58	\$1,052.61
Laborer	24			\$23.18	215.00%	108.5%	\$54.06	\$1,297.54
Tandem	8	\$71.46	\$11.45	\$23.18	215.00%	108.5%	\$144.02	\$1,152.17
								\$3,502.33
Tree crew	Hours	Equipment	Fuel Inc.	Wages	Benefits	Overhead	TOTAL	
Chipper & T		\$32.31	\$6.87	\$23.18	215.00%	108.5%	\$96.57	\$0.00
Loader		\$59.32	\$13.74	\$23.18	215.00%	108.5%	\$133.33	\$0.00
Excavator		\$47.30	\$11.45	\$23.18	215.00%	108.5%	\$117.81	\$0.00
Pickup		\$13.29	\$2.29	\$23.18	215.00%	108.5%	\$70.97	\$0.00
Chain Saw		\$4.73		\$23.18	215.00%	108.5%	\$59.20	\$0.00
								\$0.00
Gravel Crew	Hours	Equipment	Fuel Inc.	Wages	Benefits	Overhead	TOTAL	
V Bottom		\$137.27	\$16.03	\$23.18	215.00%	108.5%	\$220.39	\$0.00
Grader		\$80.86	\$11.45	\$23.18	215.00%	108.5%	\$154.22	\$0.00
Roller		\$42.79	\$6.87	\$23.18	215.00%	108.5%	\$107.95	\$0.00
								\$0.00
MATERIALS								
Description	Qty	Unit		Unit \$	Sub-total	Markup	TOTAL	Amount
Gravel		Ton		\$9.00	\$0.00	108.5%	\$0.00	\$0.00
Slag		Ton		\$16.00	\$0.00	108.5%	\$0.00	\$0.00
Limestone		Ton		\$18.00	\$0.00	108.5%	\$0.00	\$0.00
Sand, LM		Cyds, LM		\$2.00	\$0.00	108.5%	\$0.00	\$0.00
Drain sock		Lft		\$3.00	\$0.00	108.5%	\$0.00	\$0.00
?? Inch Culvert		Each		\$1,000.00	\$0.00	108.5%	\$0.00	\$0.00
Rip-Rap		Ton		\$85.00	\$0.00	108.5%	\$0.00	\$0.00
Mon. Box / MH		Each		\$400.00	\$0.00	108.5%	\$0.00	\$0.00
Gravel Shoulders		Syd		\$6.00	\$0.00	108.5%	\$0.00	\$0.00
Topsoil	30	Cyds, LM		\$15.00	\$450.00	108.5%	\$488.25	\$488.25
								\$488.25
Description	Qty	Unit		Unit \$	Sub-total	Markup	TOTAL	
Seal Coat/Fog		Syd		\$2.45	\$0.00	105.0%	\$0.00	\$0.00
Crack Seal		Syds		\$0.34	\$0.00	105.0%	\$0.00	\$0.00
HMA	8	Ton		\$400.00	\$3,200.00	105.0%	\$3,360.00	\$3,360.00
								\$3,360.00
GRAND TOTAL								\$7,350.58

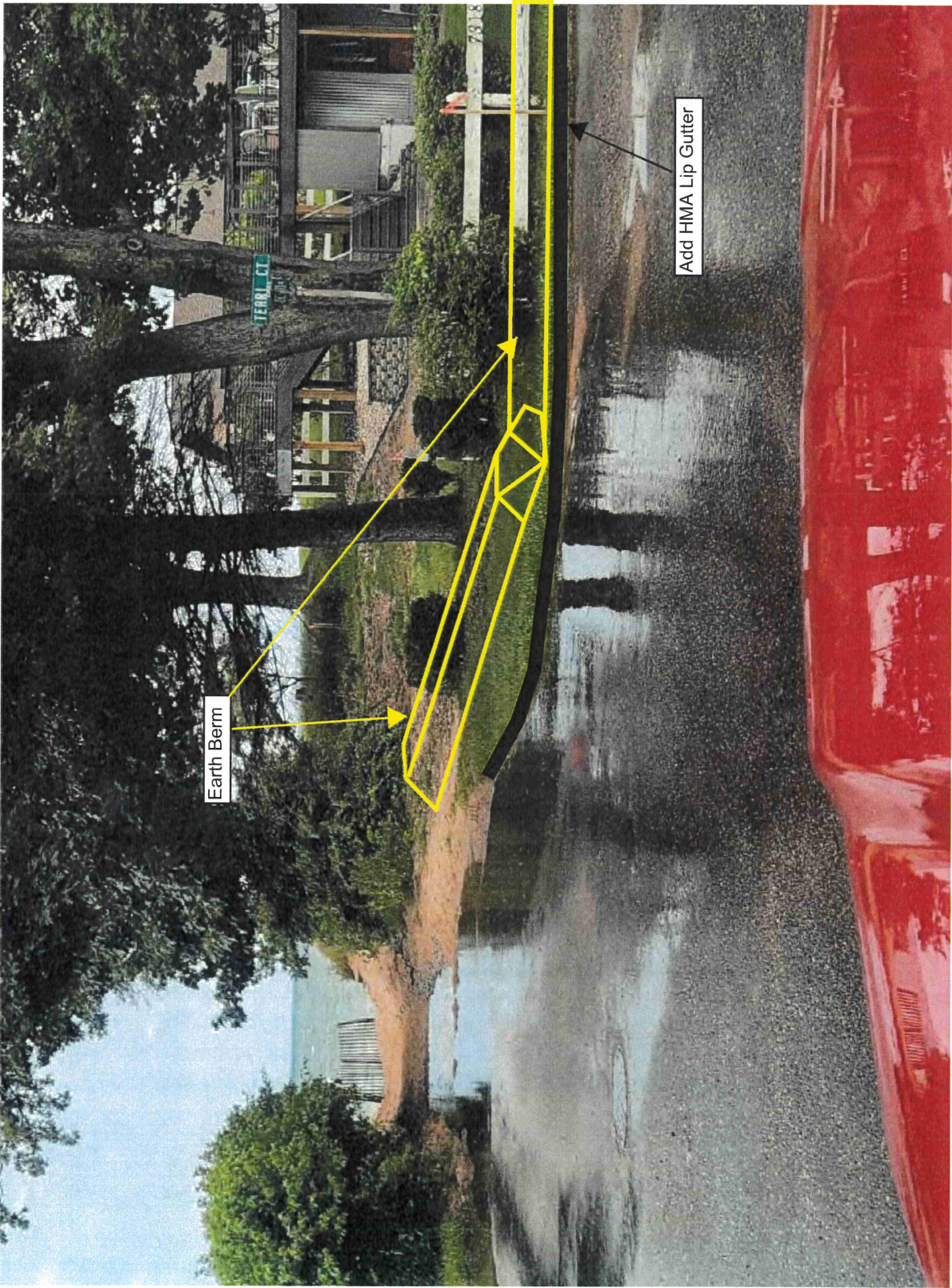


FIELD SURVEY BY: CEM		CHECKED BY: ERN	
DRAWN BY: CEM		CONTACT INFO: info@masoncountyroads.com	
DATE: JULY 18, 2023		PROJECT: ORCHARD AVE WTR	

Prepared By:

MASON COUNTY ROAD COMMISSION
510 E. STATE STREET
P.O. BOX 147
SCOTTVILLE, MI. 49454
(231) 757-2862

ORCHARD AVENUE - PERE MARQUETTE TOWNSHIP



Met with Mrs. Greene - white fence has been removed - wanted an earthen berm along Terri Court also





EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916079043
SAP# 1067876079/1065112400
Design# 11540738/11538399
Agreement# MI00000072751

PERE MARQUETTE CHARTER TOWNSHIP, a Michigan charter township, whose address is 1699 South Pere Marquette Highway, Ludington, Michigan 49431 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Pere Marquette, County of Mason, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: PERE MARQUETTE CHARTER TOWNSHIP, a
Michigan charter township

Signature
By: _____
Print name
Its: _____
Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,
on _____ by _____, _____ of Pere Marquette Charter Township, a
Date

Michigan charter township, on behalf of the township.

Notary Public

Print Name

County, _____
Acting in _____ County
My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Brian Moore
Consumers Energy Company
700 East Sternberg Road
Muskegon, MI 49441

Prepared By:
Nicole Corts 07/25/2023, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Pere Marquette,, County of Mason, State of Michigan:

A parcel of land in the Southeast 1/4 of Section 23 and the Southwest 1/4 of Section 24, T.18 N. - R.18 W., Pere Marquette Township, Mason County, Michigan, described as follows: To fix the point of beginning, commence at West 1/4 Corner of said Section 24; thence S.87°-56'-01"E., on the East & West 1/4 line, 750.36 feet to an iron in a monument box and the centerline of Pere Marquette Highway; thence S.05°-22'-45"W., on said centerline, 1145.11 feet to the point of beginning of this description; thence continuing on said centerline, S.05°-25'-19"W., 742.30 feet to a point on a 57295.00 foot radius curve to the left; thence Southwesterly, on the arc of said curve, 683.31 feet, said arc being subtended by a chord bearing and distance of S.05°-04'-49"W., 683.31 feet; thence continuing on said centerline, S.04°-44'-19"W., 828.00 feet to a point on a survey traverse line running along the Northerly bank of the Pere Marquette River, said traverse line is for surveying purposes only and it is the intention of this description to include all land to the water's edge of said Pere Marquette River; thence N.57°-51'-24"W., continuing on said traverse line, 108.99 feet; thence N.13°-55'-01"W., continuing on said traverse line, 240.22 feet; thence N.67°-25'-09"W., continuing on said traverse line, 539.02 feet; thence S.75°-48'-58"W., continuing on said traverse line, 162.75 feet; thence S.87°-26'-00"W., continuing on said traverse line, 129.86 feet; thence N.55°-18'-56"W., continuing on said traverse line, 458.77 feet; thence N.12°-51'-05"W., continuing on said traverse line, 108.21 feet; thence N.70°-22'-45"W., continuing on said traverse line, 591.74 feet; thence N.13°-26'-30"E., 74.98 feet; thence S.74°-40'-40"E., 327.04 feet; thence S.70°-04'-13"E., 324.16 feet; thence N.33°-32'-47"E., 1001.79 feet; thence S.58°-20'-02"E., 307.88 feet; thence S.54°-37'-07"E., 431.81 feet; thence N.05°-15'-47"E., 828.54 feet to a point on a 1399.68 foot radius curve to the left; thence Northeasterly, on the arc of said curve, 113.77 feet, said arc being subtended by a chord bearing and distance of N.65°-17'-16"E., 113.74 feet; thence N.63°-00'-57"E., 121.64 feet to the point of beginning, containing 36.13 acres of land to said survey traverse line and 37.1 acres, more or less, to said water's edge of the Pere Marquette River, and subject to highway use of the East 60.00 feet thereof, and subject to an easement for ingress & egress described in recorded document 2009R04375, described as a 30.00 foot wide ingress & egress easement, being 15 feet on either side of a centerline which is described as follows: commencing at the West 1/4 Corner of Section 24, T.18 N. - R.18 W., Pere Marquette Township, Mason County, Michigan, thence S.89°-22'-53"E., along the East & West 1/4 line of said Section 24, 750.36 feet to the centerline of Pere Marquette Highway; thence S.03°-55'-53"W., along said centerline of Pere Marquette Highway, 1144.09 feet; thence S.03°-58'-27"W., along

said centerline of Pere Marquette Highway, 743.32 feet to a curve to the left, whose radius is 57295.00 feet, with a long chord bearing and distance of S.03°-50'-58"W., 249.57 feet; thence along said centerline and curve to the left, 249.57 feet to the point of beginning of this easement; thence N.63°-56'-13"W., along said easement centerline, 217.78 feet; thence N.65°-53'-16"W., along said easement centerline, 72.52 feet; thence N.59°-40'-03"W., along said easement centerline, 96.70 feet; thence N.55°-22'-31"W., along said easement centerline, 96.34 feet; thence N.58°-38'-36"W., along said easement centerline, 290.18 feet to a curve to the left, whose radius is 2362.15 feet, with a long chord bearing and distance of N.62°-15'-58"W., 282.63 feet; thence along said easement centerline and curve to the left, 282.80 feet; thence N.67°-36'-32"W., along said easement centerline, 109.30 feet to a curve to the left, whose radius is 1114.86 feet, with a long chord bearing and distance of N.74°-08'-28"W., 209.28 feet; thence along said easement centerline and curve to the left, 209.59 feet; thence N.82°-06'-29"W., 96.42 feet to a curve to the right, whose radius is 1024.59 feet, with a long chord bearing and distance of N.77°-05'-25"W., 265.70 feet; thence along said easement centerline and curve to the right, 266.45 feet; thence N.71°-11'-18"W., along said easement centerline, 81.54 feet to a curve to the left, whose radius is 747.30 feet, with a long chord bearing and distance of N.75°-42'-53"W., 89.51 feet; thence along said easement centerline and curve to the left, 89.56 feet to the point of ending of this easement.

Also known as: 1107 South Pere Marquette Highway, Ludington, Michigan 49431

Parcel ID: 010-023-400-008-02

Easement Area

[illegible]

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

