



MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive
Marquette, Michigan 49855

Ph | 906.228.6220

Fx | 906.228.7337

www.marquettetownship.org

MARQUETTE TOWNSHIP BOARD - SPECIAL MEETING

TUESDAY, MARCH 28, 2023 - 4:00 PM

MARQUETTE TOWNSHIP COMMUNITY CENTER

1. Call to order

- A. Pledge of Allegiance
- B. Roll Call

2. Public Comment (3 minutes each) *This Board is conducting a meeting today to take care of Township business. You are allowed to address the Board at least twice tonight, but we will not have back-and-forth conversations between the staff, the Board, and the public during Public Comment. For Public Comment, or if you would like to speak on a particular agenda item, state your name and address and you have three minutes to address the Board. The Board may, but is not required to, respond at Board Member Comment immediately following Public Comment. The Board may also request follow-up with the Township Manager on some matters addressed during Public Comment.*

3. Board Member Comment in Response to Public Comment

4. Approval of the Agenda *(Declaration of Conflict of Interest, if any)*

5. Policy Discussion, Consideration and Development

- A. Consider the Application for the MNRTF Development Grant
- B. Consider the Heritage Silos LLC PUD Development Documents
- C. Consider the Appropriation Request Proposal for the Forestville Intersection

6. Public Comment (3 Minutes maximum)

7. Meeting Wrap-up

- A. Review of Motions Passed & Assignments, if any
- B. Board Member Comment

8. Adjournment

Next Scheduled Meeting Date is April 5, 2023



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Board Action Item

Board Meeting Date: March 28, 2023
Agenda Item #: 5.A.
Proposal: Consider Support of Well Road Trailhead
Presented by: Jason McCarthy, Planning & Zoning Administrator

Background:

Staff has coordinated with the Noquemanon Trail Network (NTN) to propose a collaborative trailhead development project to be located off of our Well Road. The trailhead would include amenities such as a gravel parking area, pavilion, two-sided vault toilet, skills playground/pump track, educational kiosk, bike repair station, bike rack, and trash and recycling receptacles.

This project is listed as a priority in our current Marquette Township Recreation Plan's Action Program. As such, and in an effort to apply for a Michigan Natural Resource Trust Fund (MNRTF) Development Grant on or before April 1, 2023, the Recreation Committee met on February 21, 2022 to discuss the proposed project. At that meeting, a recommendation was made to the Planning Commission to schedule a public hearing on the matter.

On March 22, 2023, the Planning Commission held a duly called public hearing in order to gain additional input on the trailhead project. The Planning Commission unanimously recommended that the Township Board support the project by adopting the attached resolution. Additionally, the Planning Commission recommended the approximate location of the trailhead (map attached) and that, in the future, the Township Board consider the realignment of the intersection of the Well Road and Grove Street to match up with Vandeenboom Road (immediately across the street to the North).

Attachments:

1. MQT TWP-NTN TRAILHEAD LOCATION MAP
2. TF23-0122 PH Affidavit
3. MNRTF DEVELOPMENT GRANT RESOLUTION OF SUPPORT FOR PROJECT #TF23-1022
4. MQT TWP TWP BOARD LOS - 032823

Cost: \$ \$15,000

Budget Account: Marijuana Excise Tax Revenue

Recommended motion:

Mission Statement:

"Recognize and meet the needs of the Township Community."





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Approve by resolution the 2023 Michigan Natural Resources Trust Fund (MNRTF) Development Grant Application.

Mission Statement:

“Recognize and meet the needs of the Township Community.”





MARQUETTE COUNTY

Marquette County GIS

Parcel Report: 52-08-028-013-00

3/21/2023

15:38:13



The Mining Journal

Upper Michigan's Largest Daily Newspaper

249 W. Washington St., P.O. Box 430, Marquette, Michigan 49855. Phone (906)228-2500. Fax (906)228-3273.

AFFIDAVIT OF PUBLICATION

STATE OF MICHIGAN

AFFIDAVIT OF PUBLICATION

For the County of: **MARQUETTE**

In the matter of: Public Hearing Notice
Marquette City Planning Commission
March 21, 2023

Size: 3 x 3

ORIGINAL

State of **MICHIGAN**, County of Marquette ss.

ANN TROUTMAN

being duly sworn, says that she is

PUBLISHER

of **THE MINING JOURNAL**

a newspaper published and circulated in said county and otherwise qualified according to Supreme Court Rule; that annexed hereto is a printed copy of a notice which was published in said newspaper on the following date, or dates, to-wit

March 3, 2023



ANN TROUTMAN

Subscribed and sworn to before me this 3rd day of March, 2023.



HOLLY GASMAN

Notary Public for MARQUETTE County, Michigan

Acting in the County of Marquette

My commission expires: May 25, 2025

NOTICE OF PUBLIC HEARING

The Marquette Township Planning Commission will hold a Public Hearing to gain input and public comment on a proposed 2023 Michigan Natural Resources Trust Fund (MNRTF) Development Grant Application on Wednesday, March 22, 2023 at 7 PM, at the Marquette Township Hall & Community Center, located at 1000 Commerce Drive, Marquette, Michigan 49855. The public is invited to attend the meeting to provide input on a proposed, collaborative trailhead project, to be located on a Marquette Township-owned parcel of property at 2275 Grove Street, Marquette, MI 49855. This project would entail the development of a non-motorized trailhead on the subject property (just off of Grove Street and along the Well Road) in coordination with the Noquemanon Trail Network (NTN).

Any questions and/or comments regarding the proposed project may be directed to the Marquette Township Planning & Zoning Administrator – Jason McCarthy at the address above, by phone at 906-228-6220 or by email at jasonmccarthy@marquettetownship.org.

Marquette Township will provide necessary auxiliary aids and services to individuals with disabilities at the meeting, with a three-business day notice to the Marquette Township Clerk.



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MARQUETTE CHARTER TOWNSHIP – MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) DEVELOPMENT GRANT RESOLUTION OF SUPPORT FOR PROJECT #TF23-1022

WHEREAS, Marquette Charter Township supports the submission of an application titled, “TF23-0122 - Well Road Trailhead Project” to the Michigan Natural Resources Trust Fund Grant Program for development) of a community trail network trailhead, to be located off of the Well Road in Marquette Charter Township; and,

WHEREAS, the proposed application is supported by the Community’s 5-Year Approved Parks and Recreation Plan; and,

WHEREAS, Marquette Charter Township is hereby making a financial commitment to the project in the amount of \$15,000 matching funds, in cash and/or force account; and,

WHEREAS, if the grant is awarded the applicant commits its local match and donated amounts from the following sources:

Noquemanon Trail Network (NTN): \$25,000 (cash donation)
Noquemanon Trail Network (NTN): \$10,000 (in-kind labor/materials donation)
Superior Watershed Partnership (SWP): \$10,000 (in-kind labor donation)
Total \$60,000

NOW THEREFORE, BE IT RESOLVED that Marquette Charter Township hereby authorizes submission of a Michigan Natural Resources Trust Fund (MNRTF) Development Grant Application for \$90,000, and further resolves to make available a local match through financial commitment and donation(s) of \$60,000 (40%) of a total \$150,000 project cost, during the 2024-2025 fiscal year.

AYES:
NAYES:
ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the Marquette Township Board of Trustees, at a special meeting held on Tuesday, March 28th at 4 PM at the Marquette Charter Township Hall, with a quorum present.

Marquette Charter Township – Clerk Ritari

Dated: March 28, 2023



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John Mayes
Recreation Grants Unit Manager
Michigan Department of Natural Resources
P.O. Box 30425
Lansing, MI 48909-7925

March 28, 2023

Re: Marquette Township/Noquemanon Trail Network (NTN) Trailhead Support

Dear Mr. Mayes:

The Marquette Township Board of Trustees would like to support Marquette Charter Township's application to the Michigan Department of Natural Resources Trust Fund (MNRTF) to coordinate with the Noquemanon Trail Network (NTN) in order to develop an additional non-motorized trailhead in our community. The trailhead would include amenities such as a gravel parking area, pavilion, two-sided vault toilet, skills playground/pump track, educational kiosk, bike repair station, bike rack, and trash and recycling receptacles.

The outstanding, four-season trail network in our community is a valued recreational asset that enhances our local economy. Our residents and visitors have indicated through surveys and planning efforts that additional, formal trailheads in Marquette Township are needed. This project allows us to coordinate with Noquemanon Trail Network (NTN) trail experts. Marquette Charter Township's Five-Year Recreation Plan lists this project as priority.

Therefore, it is without hesitation that the Marquette Township Board of Trustees supports the Township's application to the MNRTF to assist in developing this community-desired improvement to our outdoor recreation and trail infrastructure.

Sincerely,

Lyn Durant – Supervisor _____

Randy Ritari – Clerk _____

Ernest Johnson – Treasurer _____

Linda Winslow – Trustee _____

John Markes – Trustee _____

Dan Everson – Trustee _____

Karl Kytta – Trustee _____



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Board Action Item

Board Meeting Date: March 28, 2023
Agenda Item #: 5.B.
Proposal: Consider Heritage Silos PUD Documents
Presented by: Township Manager/Township Attorney

Background:

With any PUD, certain documents are required prior to final approval. Specifically, a Development Agreement, stormwater documents and all required easements must be approved. The documents attached require Township Board approval. Documents that do not require your approval are not included. Bills of sale for the water and waste water systems will be presented to you at a later date. Per Attorney Zappa's advisement, the attached documents should be approved and executed, as presented.

Attachments:

1. PUD Agreement signed by Heritage Silos Developer
2. Stormwater Management Agreement - signed by Heritage Silos Developer
3. Easement - signed by Golf Country Club and Heritage Silos

Cost: \$ NA

Budget Account: NA

Recommended motion:

Approve the documents as presented and authorize the signatures as indicated on each document.

Mission Statement:

"Recognize and meet the needs of the Township Community."



**STATE OF MICHIGAN
COUNTY OF MARQUETTE
TOWNSHIP OF MARQUETTE**

AGREEMENT FOR THE HERITAGE SILOS PLANNED UNIT DEVELOPMENT

This Planned Unit Development (PUD) Agreement is by and between Heritage Silos Development, LLC, a Michigan limited liability company (Developer), whose address is 397 Bishop Woods Road, Marquette, MI 49855, and the Charter Township of Marquette, a Michigan Township organized and existing pursuant to Article VII, Section 17, of the Michigan Constitution of 1963(Township), whose address is 1000 Commerce Drive, Marquette, MI 49855.

RECITATIONS

Developer is the fee owner of the property described on the attached and incorporated Property Description, Exhibit A (the Property), located in the Township of Marquette, Marquette County, Michigan.

Developer proposed development of the Property as a Planned Unit Development (PUD) within the Rural Residential zoning district. Accordingly, Developer has submitted an Application and Plan requesting development of the Property as a PUD, to be known as the Heritage Silos Planned Unit Development. Developer is the developer and proprietor of the Heritage Silos Planned Unit Development (sometimes also referred to as the Development), which Property includes 12.53 acres.

As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the PUD Documents (as defined in Section A below), which Developer and Township agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) protect the natural environment, conserve natural resources and preserve open space, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. and the Township Zoning Ordinance.

For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property, the parties have entered into this Development Agreement to be effective upon execution of this Agreement by the parties hereto.

Now, therefore, as an integral part of the PUD approval and development of the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

- A. Development as PUD. The Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):
1. Article 13 of the Charter Township of Marquette Zoning Ordinance, as amended.
 2. The approved PUD plans for the Heritage Silos Planned Unit Development, application #102721-3, and the Permit Conditions, all as approved by the Marquette Township Planning Commission(PUD Plans). A copy of the Heritage Silos Development, LLC, final PUD plans is attached to this Agreement as Exhibit B.
 3. Any Conditions for the Heritage Silos Planned Unit Development, issued by the Marquette Township Planning Commission.
 4. This Development Agreement for the Heritage Silos Planned Unit Development.
 5. Deed restrictions covering all property within the PUD, to be approved and recorded in the manner set forth in this Agreement.
 6. All applicable Township ordinances and all design standards for the Heritage Silos area of Township, of which this PUD is a part.
 7. Any and all conditions of the approval of the Marquette Township Planning Commission pertaining to the Development as reflected in the official minutes of such meetings.
 8. All development, use and improvement of the Property shall be subject to and in accordance with all applicable Township ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township ordinances, the PUD Documents, and state laws for the respective components of the Development. To the extent that there are conflicts or discrepancies between respective provisions of the PUD Documents, or between provisions of the PUD Documents and Township ordinances, interpretation shall be based on the regulation of the Property that achieves the goals of the PUD and interpretation shall be subject to the reasonable discretion of Marquette Township.

- B. Effect of PUD Approval. The Planning Commission's approval of the Heritage Silos Planned Unit Development reclassifies the use of the Property to PUD and constitutes the land use authorization for the Property. All use and improvement of the Property shall be in conformity with the PUD Documents listed in Section A, above.
- C. Land Use. Within the Development, all buildings and site amenities shall be laid out, situated and designed as described on the approved PUD Plan and corresponding site plans for each phase and subphase upon approval. The permitted density and land use mix shall be as described in detail in the approved Final PUD Plan Submittal for the Heritage Silos Planned Unit Development.
- D. Phasing of PUD. In accordance with, and as more particularly described in, the PUD Documents, Developer shall develop the Property in two phases. All building is subject to and shall undergo permit application and approval by the Zoning Administrator or Township Planning Commission in the manner set forth in the Zoning Ordinance for the review and approval of site plans in Township at the time of such submittals. In addition to the requirements set forth in the Zoning Ordinance for all or any portion of the Development shall be based on the Zoning Administrator's or the Planning Commission's determining, in its discretion, that the proposed use and the proposed structure are in compliance with the minimum standards set forth in the approved PUD Plans, the Permit Conditions, and in the other PUD Documents. The general layout, configuration and location of structures in each phase and subphase shall be generally consistent with those depicted on the approved PUD Plans and in the PUD Documents, and shall be designed and constructed in such a manner as to provide and promote a consistent character and an architecturally superior and harmonious design and appearance with all other portions of the Heritage Silos Planned Unit Development. The phases are as follows:
1. Phase I includes rental cabins for short-term and long-term rental over two lots, as well as access to the PUD common areas, and other site amenities accessory to those uses.
 2. Phase II includes thirteen single family houses, as well as access to the PUD common areas and other site amenities accessory to those uses.

The timing of the construction of any of the structures approved as part of the PUD Plan need not occur only as part of, or in accordance with, the proposed phasing; e.g., a structure listed as part of Phase II may be constructed during the time period proposed for Phase I, subject to site plan review approval by the Zoning Administrator or the Township Planning Commission in the manner set forth in the Zoning Ordinance for the review and approval of site plans in Township at the time of such submittals.

- E. Homeowner's Association. The common elements of the PUD, including the private road, entranceways, walkways, screening walls, landscaping, lighting, signage,

greenbelts, open areas, pedestrian walkways and open area amenities, setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvement for or within the Development shall be conveyed to the Homeowner's Association, the members of which will be comprised of all PUD Property owners.

- F. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. All of the foregoing improvements shall be designed and constructed in accordance with the approved PUD Plan and all applicable Township, state, and county standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities (including any on-site and off-site facilities), extensions, and easements to reach the area to be served shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to Township (as required by Township in its discretion) to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the phase of the Development to be served by those facilities, extensions, and easements, prior to issuance of any building permits for any building in such phase of the Development, other than building permits issued prior to the date of this Agreement.

The water and sanitary sewer improvements within and for a particular phase must be completed to the extent that such phase shall, on completion and dedication of such improvements, be fully capable of standing on its own in terms of the provision of water and sanitary sewer services to such phase according to applicable laws, ordinances, codes, regulations, and standards at the time of construction of each such phase. However, with respect to each phase of the Development, Developer shall be entitled to post security in the form of cash or an irrevocable and automatically renewing letter of credit approved by Township and issued by an institution doing business in Marquette County, in an amount equal to 125 percent of the cost of construction as specified in a bona fide contract for construction of such water and sanitary sewer system improvements to serve each such Development phase, which estimate has been approved by the Township Engineer, together with an agreement with Township, approved by the Township Attorney, authorizing Township, at its option, to install the water system and/or sanitary sewer system for such phase if Developer has failed to do so within the time specified in the agreement. In such case, the agreement shall also provide that the water and sanitary system facilities shall be completed and approved for the Development phase at issue prior to issuance of any certificate of occupancy in such phase and in any event within 12 months after issuance of the first building permit in such phase. Developer shall assume all risks associated with any nonavailability of water and/or sanitary sewers to serve the structures within the Development, including, without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify, and hold harmless Township from and against any claims arising by reason of any such nonavailability. Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements for

each phase of the Development, convey and dedicate all interest in such facilities to Township by providing and executing documents, including but not limited to separate Water System and Sanitary Sewer System easements, bills of sale for the components of each System, and title work in accordance with all applicable Township ordinances and requirements.

G. Private Road.

1. The private road within and for the Development shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of Township, the PUD Documents and the approved PUD Plan including the design for the private road. In consideration of the need to allow safe passage of all Township fire and emergency equipment, the Developer and its successor owners agree that no parking shall be permitted on the east side of the paved road.
2. The private road depicted on the approved PUD Plan within or necessary to serve all or any part of the Development shall be completed and approved (except top coat) prior to issuance of building permits for the construction of any building or structure to be served by them or to benefit from them. The Homeowner's Association, if transfer of the common elements has occurred, shall be authorized to install the improvements in question if Developer has failed to do so within the time specified in the agreement. In such case, building permits shall be issued subject to installation and maintenance of an adequate gravel subsurface base for all entranceways and internal drive areas to provide access for construction traffic, Township personnel, and emergency and fire fighting equipment. The paving of all areas referenced in this paragraph shall be completed and approved (including topcoat) prior to issuance of any certificate of occupancy within the portion of the Development to be served by them, but in any event such paving shall be completed within 12 months of issuance of the first building permit for a building. In the event the top coat of paving cannot be installed due to the onset of winter, the Township may issue a temporary certificate of occupancy with a firm commitment by Developer for completion within one year. Any purchase agreement for a lot within the Development shall provide that a final certificate of occupancy will not be issued until the paving of such improvements has been completed (including topcoat).
3. Developer and, upon assignment of the common elements, the Heritage Silos Development Homeowner's Association (the Homeowner's Association) shall be responsible for maintenance and repairs of the private drive and entranceways. Developer shall incorporate provisions in the deed restrictions providing for perpetual maintenance obligations by the Homeowner's Association and/or owners of the Property in the manner more particularly set forth in the Permit Conditions.

4. For purposes of the maintenance obligations set forth in this Section G, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.
- H. Stormwater Drainage. Developer, at its sole expense, shall construct and maintain the on-site and off-site storm water drainage system and the service corridor, in accordance with the PUD Plans, PUD Documents and all applicable ordinances, laws, codes, standards and regulations, including the Township Stormwater Management Ordinance. All stormwater easements and the Stormwater Management Plan shall be filed with the Register of Deeds, and copies shall be maintained at the Township Offices.
 - I. Open Area, Paths and Walkways. The PUD Plan was presented, conditioned upon and approved with approximately 48 percent of the 12.5 acre property being designated as "Open Area," conforming to the "open space" requirements of Section 19.05 of the Township Zoning Ordinance, and as partial justification for allowance of reduced lot sizes and other development modifications that would otherwise not be allowed in the Rural Residential zoning district. The area designated as "Open Area" in the PUD Plan shall be preserved, maintained by Developer and Developer's successor owners, shall remain as open space in perpetuity and may not be developed or withdrawn without further approval by Marquette Township and amendment of this PUD Agreement. An internal, privately owned system of walkways and related amenities as depicted on the approved PUD Plans and in the PUD Documents shall be constructed and maintained. The internal walkways shall be maintained and repaired in a safe, unobstructed and passable condition by Developer and Developer's successor owners of the Property, at their sole expense, pursuant to terms and provisions to be included in the deed restrictions in the manner more particularly set forth in Section L of this Agreement. Developer shall repair any damage to, and clear all debris that accumulates on, the internal walkways described in this Section as a result of any construction activities on or for the Development.
 - J. Langford Drive Right-of-Way. In accordance with the plan, Developer, on behalf of itself and its successors and assigns, has agreed to construct a private road, Langford Drive, described based on Developer's plan. Developer shall convey a separate nonexclusive roadway easement to the Township for the purpose of providing ingress, egress and access for emergency and other municipal services to properties located within the Development.

- K. Completion of Improvements; Assurances. All on-site and off-site improvements of the Development, including without limitation all roads, drives, entranceways, sanitary sewer service systems, water service systems, stormwater drainage systems, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, public safety paths, internal private pedestrian walkways with related amenities and improvements, barrier or screening walls, sidewalks, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development shall be completely constructed and provided to all buildings and facilities within the Development as required and as set forth in the PUD Documents, the approved PUD Plans, any other approvals or permits granted by Township, and all applicable ordinances, laws, standards, and regulations. During the construction of the Development, Developer shall be obligated to maintain the above improvements and amenities and, at Township's request, Developer shall provide assurances satisfactory to Township for completion, preservation, and maintenance of such improvements such that, on completion, the Development shall contain the necessary components to ensure the protection of natural resources and the health, safety, and welfare of the users of the Development and the residents of the surrounding area.
- L. Deed Restrictions. Developer shall adopt deed restrictions applicable to the attached Development. The deed restrictions shall be on a document entitled "Declaration of Restrictive Covenants," which shall be applicable to all components of the Development. Developer shall record the deed restrictions with the Marquette County Register of Deeds. The deed restrictions shall obligate Developer and all future successor owners of the applicable portion of the Property to maintain and preserve all roads, drives, entranceways, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed Open Space), setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvements for or within the Development in good working order and appearance at all times and in accordance with the PUD Documents. Additionally, the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents. The Developer, Homeowner's Association and any successor Property owners shall be responsible for enforcement of the deed restrictions. The Township shall have no obligation to enforce the Developer's deed restrictions.
- M. Violation and Remedies. This Agreement is intended to establish zoning ordinance regulations applicable to the Development. Violation of any provision of this Agreement shall be deemed a violation of the Township Ordinance, and shall include but not be limited to the following remedies:
1. Any building or structure which is erected, altered or converted or any use of premises or land within the Development which is begun or changed subsequent to execution of this PUD Agreement and in violation of any of the provisions

comprising the PUD Documents, is hereby declared to be a public nuisance per se, and may be abated by order of any court of competent jurisdiction.

2. Any person or entity that violates the provisions of this Agreement shall be responsible for a municipal civil infraction as defined by Michigan law and subject to a civil fine of not less than \$50 nor more than \$500 as determined on the basis of the facts surrounding each violation. Additionally, the violator shall pay costs of the action, which shall include all direct or indirect expenses to which the Township has been put in correction with the violation to the extent permitted under Section 8727(3) of the Revised Judicature Act, MCL 600.8727. A violator of this Agreement shall also be subject to such additional sanctions, remedies and judicial orders as are authorized under Michigan law. The Township may also institute proceedings for injunction, mandamus, abatement or other appropriate remedies, either in law or in equity, to prevent, enjoin, abate or remove any violations of this Agreement. Each day a violation of this Agreement continues to exist constitutes a separate violation.

N. Additional Township Enforcement. In addition to those remedies set forth in Section M, above, the Township shall be permitted to invoke those remedies contained within this Section N. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, Township may serve written notice on Developer or its successor owners setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the Township Board, Planning Commission or such other body or official delegated by the Township Board, to allow Developer or its successor owners an opportunity to be heard as to why Township should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, Planning Commission or such other body or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by Township in its discretion, Township shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by Township to be appropriate. The cost and expense of making and financing such actions by Township, including notices by Township and legal fees incurred by Township, plus an administrative fee in an amount equivalent to 25 percent of the total of all such costs and expenses incurred, shall be paid by Developer or

its successor owners within 30 days of a billing to Developer or its successor owners. The payment obligation under this Section shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer or its successor owners pursuant to this Section or, in emergency circumstances, the date at which Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by Developer or its successor owners for more than 30 days on the delinquent tax rolls of Township relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of Township, such costs and expenses may be collected by suit initiated against Developer or its successor owners and, in such event, Developer or its successor owners shall pay all court costs and attorney fees incurred by Township in connection with such suit if Township prevails in collecting funds.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer or its successor owners shall be provided notice of the deficiencies from Township and shall be afforded an opportunity to timely correct. In the event Township obtains any relief as a result of such litigation, Developer or its successor owners shall pay all court costs and attorney fees incurred by Township in connection with such suit.
 3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer or its successor owners are the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.
- O. Nonwaiver. Any failure or delay by Township to enforce any provision in this Agreement shall in no event be deemed, construed or relied on as a waiver or estoppel of the right to eventually do so in the future.
- P. Severability. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.
- Q. Access to Property. In all instances in which Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements and at any time throughout the duration of this PUD Agreement, Township and its contractors, representatives, consultants and agents shall be permitted, and are granted authority, to enter all or any portion of the Property for the purpose of

inspecting and/or completing the respective improvements and for purposes of inspecting for compliance with and enforcing the PUD Documents, and for performing its governmental duties or providing municipal services.

- R. Agreement Jointly Drafted. Developer has negotiated with Township the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and Township. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation, or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment, conserve natural resources, and preserve open space; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. and Article 13 of the Township Zoning Ordinance. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to Township's legitimate interests in protecting the public health, safety, and general welfare.

- S. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, Township, in the reasonable exercise of its discretion, shall determine the regulations of Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable Township ordinances, the more restrictive provision, as determined in the reasonable discretion of Township, shall apply.

- T. Warranty of Ownership. Developer warrants that it is the owner in fee simple of the Property described on the attached Property Description contained in Exhibit A.

- U. Running with the Land; Governing Law. This Development Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of

Township and its successors, Developer, all future owners, including the Homeowner's Association, developers, and builders of any part of the Development, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. The PUD Documents, this Development Agreement, and the general obligations relating to the PUD shall be executed by the property owners and shall be recorded by Developer following the execution of this Agreement. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts, in the County of Marquette. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.


- V. Single Ownership and/or Control of PUD Property. Developer represents and warrants to Township that the single ownership and/or control of the Property has been vested solely in Developer in accordance with and for all purposes necessary to satisfy Article 13 of Township Zoning Ordinance, and Developer is fully authorized and empowered to enter into and execute this Agreement and develop the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the Heritage Silos Planned Unit Development as submitted to and as approved by the Marquette Township Planning Commission. This representation may be relied on and enforced by the Township of Marquette.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures.

WITNESS:

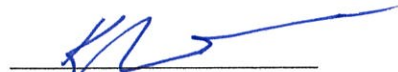
DEVELOPER:

HERITAGE SILOS DEVELOPMENT, LLC


Teresa M. Laakso

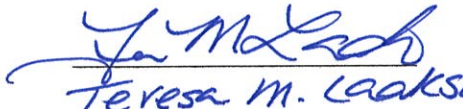

By: Michael Vonck
Its: Member Manager

WITNESS:


Katelyn M. Morrison

STATE OF MICHIGAN)
MARQUETTE COUNTY)

Acknowledged before me in Marquette County, Michigan, on Feb 17, 2023, by Michael Vonck, on behalf of the limited liability company.


Teresa M. Laakso
Notary public, State of Michigan, County of Marquette
My commission expires: 12/7/2023

WITNESS:

TOWNSHIP:
Charter Township of Marquette, a
Michigan municipal corporation

WITNESS:

By: Lyn J. Durant
Its: Supervisor



By: Randy Ritari
Its: Clerk

STATE OF MICHIGAN)
MARQUETTE COUNTY)



Acknowledged before me in Marquette County, Michigan, on _____, 2023, by _____, of Marquette Township Board, a Michigan municipal body, on behalf of the municipality.

Notary public, State of Michigan, County of Marquette
My commission expires:

Drafted by:
KENDRICKS, BORDEAU, P.C.
Tami M. Seavoy (P41900)
128 West Spring Street
Marquette, MI 49855
(906) 226-2543
tseavoy@kendricksllaw.com

When recorded return to:
Randy Ritari, Marquette Township
Clerk
Marquette Township Hall
1000 Commerce Drive
Marquette, MI 49855
(906) 228-6220, ext 112
rritari@marquettetownship.org

EXHIBIT A
PROPERTY DESCRIPTION

A parcel of land located in the Township of Marquette, County of Marquette and State of Michigan, to-wit:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SECTION 21, TOWNSHIP 48 NORTH, RANGE 25 WEST, TOWNSHIP OF MARQUETTE, COUNTY OF MARQUETTE AND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 21 AS DESCRIBED PER LAND CORNER RECORDATION CERTIFICATE RECORDED AT LIBER R1, PAGE 284, MARQUETTE COUNTY LAND CORNER RECORDS;

THENCE SOUTH 00°32'32" WEST ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 1324.23 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21. THE EAST LINE OF SAID SECTION 21 BEING DEFINED AS A STRAIGHT LINE ORIGINATING AT THE EAST 1/4 CORNER OF SAID SECTION 21 AS DESCRIBED PER LAND CORNER RECORDATION CERTIFICATE RECORDED AT LIBER R1, PAGE 284, MARQUETTE COUNTY LAND CORNER RECORDS AND ENDING AT THE SOUTHEAST CORNER OF SAID SECTION 21 AS DESCRIBED PER LAND CORNER RECORDATION CERTIFICATE RECORDED AT LIBER R1, PAGE 285, MARQUETTE COUNTY LAND CORNER RECORDS;

THENCE SOUTH 89°46'17" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21 A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF THE LAST DESCRIBED PARCEL PER QUIT CLAIM DEED RECORDED AT LIBER 139 OF DEEDS, PAGE 329, MARQUETTE COUNTY RECORDS. THIS BEING THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 89°46'17" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21 A DISTANCE OF 860.97 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21. SAID POINT ALSO BEING THE NORTHEAST CORNER OF LANDS DESCRIBED PER DOCUMENT NO. 2013R-10305, MARQUETTE COUNTY RECORDS. SAID POINT BEING MONUMENTED WITH A FOUND 5/8" DIAMETER IRON ROD AND CAP NO. 46667;

THENCE SOUTH 00°16'11" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2013R-10305, MARQUETTE COUNTY RECORDS

A DISTANCE OF 81.60 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS;

THENCE NORTH 78°47'14" EAST ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 160.58 FEET;

THENCE SOUTH 88°00'56" EAST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 228.07 FEET;

THENCE SOUTH 34°44'31" EAST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 69.51 FEET;

THENCE SOUTH 27°28'44" WEST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 213.87 FEET;

THENCE SOUTH 60°22'14" WEST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 177.50 FEET. SAID POINT BEING THE NORTHEAST CORNER OF PARCEL C AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 11°03'11" EAST ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL C AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS A DISTANCE OF 164.91 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 19°32'15" EAST ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL B AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS A DISTANCE OF 244.22 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED PER DOCUMENT NO. 2015R-04253, MARQUETTE COUNTY RECORDS. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED AT LIBER 450 OF DEEDS, PAGE 1030, MARQUETTE COUNTY RECORDS;

THENCE NORTH 86°25'56" EAST (RECORDED AS NORTH 86°26'14" EAST) ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AT LIBER 450 OF DEEDS, PAGE 1030, MARQUETTE COUNTY RECORDS A DISTANCE OF 76.40 FEET TO THE NORTHEAST CORNER SAID LANDS DESCRIBED AT LIBER 450 OF DEEDS, PAGE 1030, MARQUETTE COUNTY RECORDS. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED AT LIBER 290 OF DEEDS, PAGE 357, MARQUETTE COUNTY RECORDS;

THENCE NORTH 86°26'56" EAST (RECORDED AS NORTH 86°41' EAST) ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AT LIBER 290 OF DEEDS, PAGE 357, MARQUETTE COUNTY RECORDS A DISTANCE OF 123.09 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 02°59'23" EAST ALONG THE WEST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS A DISTANCE OF 68.95 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS;

THENCE NORTH 86°26'56" EAST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS A DISTANCE OF 120.01 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS;

THENCE CONTINUING NORTH 86°26'56" EAST ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS;

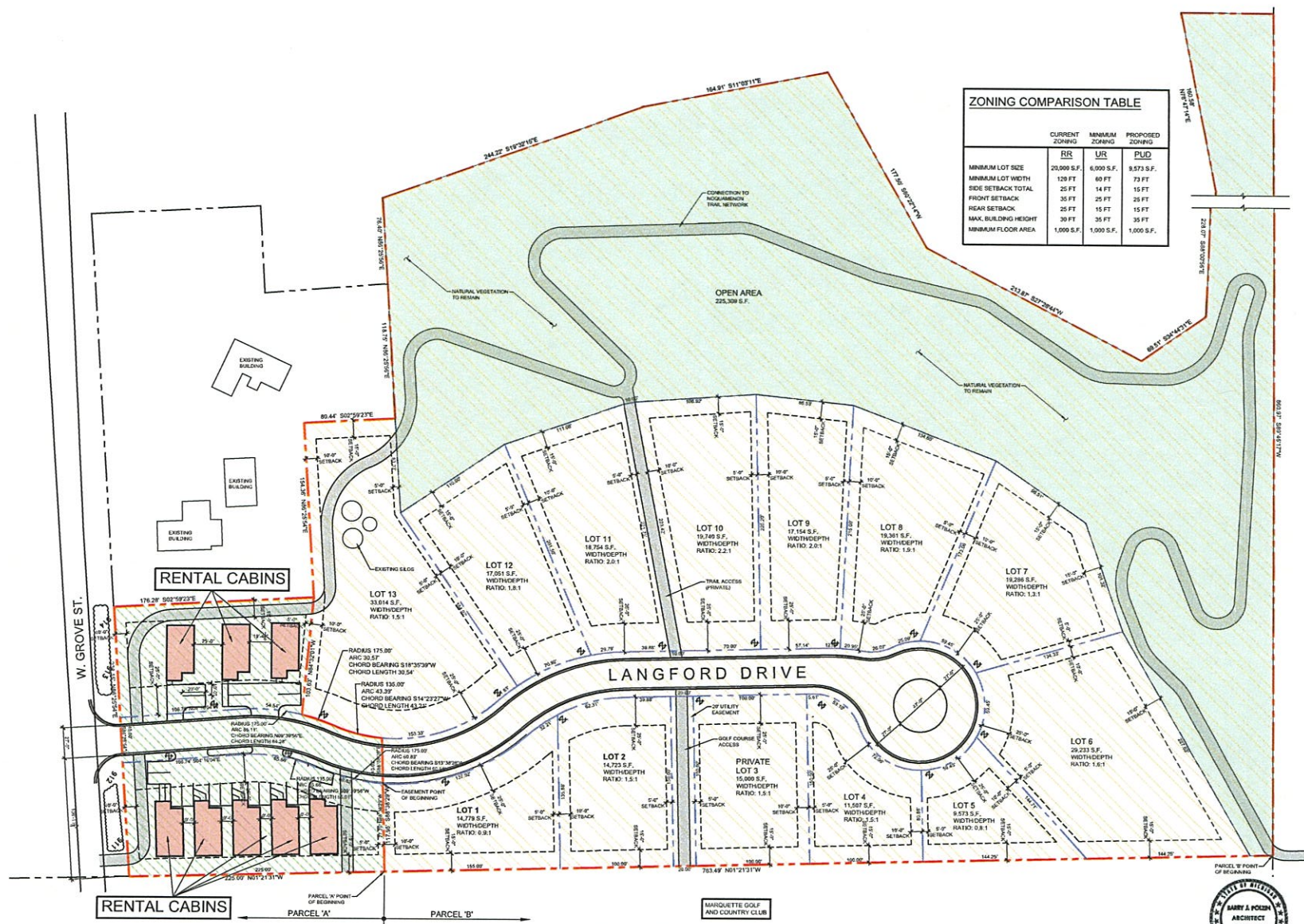
THENCE SOUTH 02°59'23" EAST ALONG THE EAST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS A DISTANCE OF 168.71 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 40°34'53" EAST CONTINUING ALONG THE EAST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS A DISTANCE OF 23.86 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS. SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GROVE STREET;

THENCE NORTH 86°25'54" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID GROVE STREET A DISTANCE OF 228.59 FEET TO A POINT ON THE WEST LINE OF THE LAST DESCRIBED PARCEL PER SAID QUIT CLAIM DEED RECORDED AT LIBER 139 OF DEEDS, PAGE 329, MARQUETTE COUNTY RECORDS;

THENCE NORTH 01°21'31" WEST ALONG THE WEST LINE OF LAST DESCRIBED PARCEL PER SAID QUIT CLAIM DEED RECORDED AT LIBER 139 OF DEEDS, PAGE 329, MARQUETTE COUNTY RECORDS A DISTANCE OF 1008.49 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B
FINAL PUD PLANS**



PLANNED UNIT DEVELOPMENT OF
HERITAGE SILOS, LLC
MARQUETTE TOWNSHIP, MICHIGAN

Design: Barry J. Poizin
Drawn By:
Date of Issue: 02/20/20

REVISION	DATE	ISSUE BY

THIS PLAN IS THE PROPERTY OF BARRY J. POIZIN ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BARRY J. POIZIN ARCHITECTS.



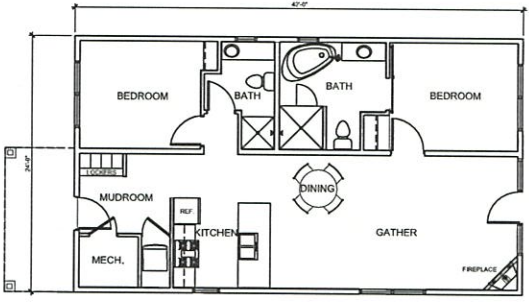
SITE PLAN
SCALE: 1" = 40'-0"

SINGLE FAMILY LOTS

SHEET:
AS1.0

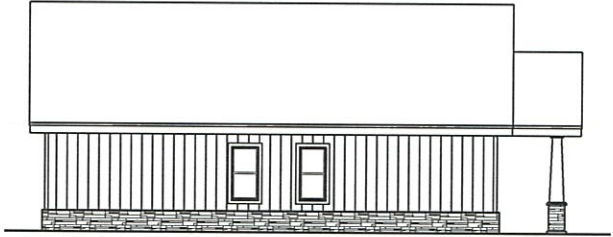
PARCEL 'B' | PARCEL 'A'

ARCHITECTURAL STYLE EXAMPLES. RESIDENTIAL DESIGN WILL BE SELECTED BY OWNER.



TYPICAL FLOOR PLAN

SCALE: 3/16" = 1'-0"
1,008 S.F.



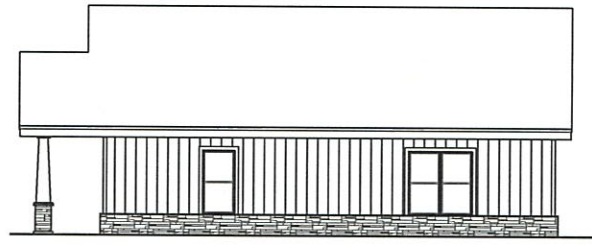
SIDE ELEVATION

SCALE: 3/16" = 1'-0"



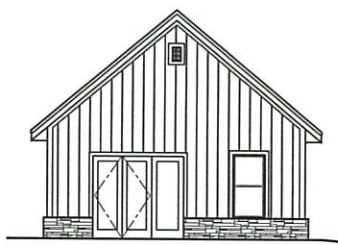
FRONT ELEVATION

SCALE: 3/16" = 1'-0"



SIDE ELEVATION

SCALE: 3/16" = 1'-0"



BACK ELEVATION

SCALE: 3/16" = 1'-0"



PLANNED UNIT DEVELOPMENT OF
HERITAGE SILOS, LLC
MARQUETTE TOWNSHIP, MICHIGAN

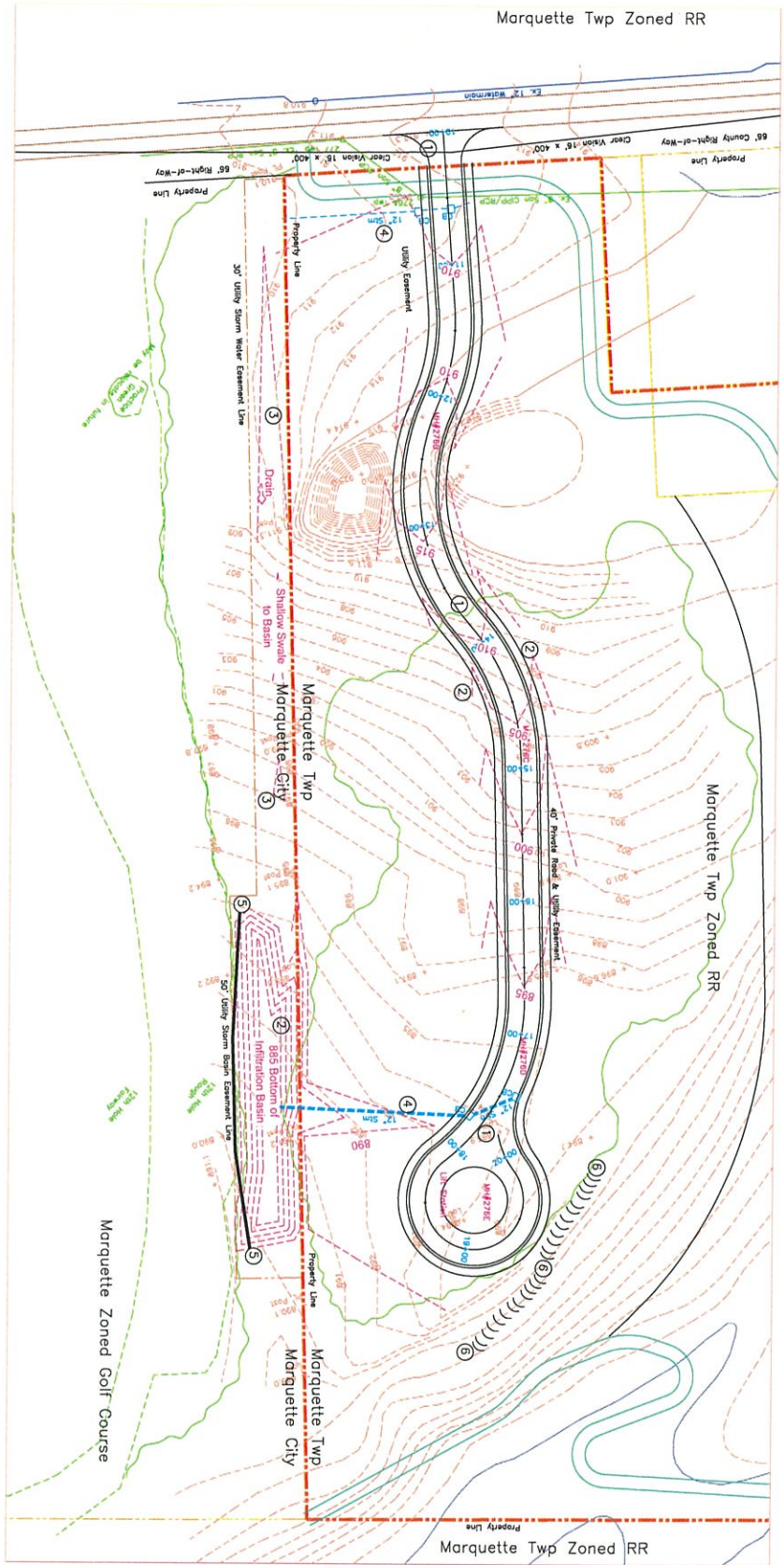
Design: Barry J. Polzin
Drawn By:
Date of Issue: 08/15/23

REVISION	DATE	ISSUE	BY

STATE OF MICHIGAN
REGISTERED ARCHITECT
BARRY J. POLZIN
No. 291928



SHEET:
A1.0



Storm Drainage Notes:
 Existing condition is based on a 4.5 acre area draining to the low area located between the golf course and the property to the west being developed in Marquette Township.
 New Site Conditions are based on lots approx. 1/3 of an acres with 30% impervious surface.
 The basin has the ability to hold water up to evaporation of 891.0 without going into proposed back yards or into the rough on the 12th hole.
 Pond is sized to hold a 100 year - 24 hour duration storm with a peak elevation of 890.47 with 12,346 Cubic Feet of Storage.
 Drainage Calculations will be emailed upon request.

- Soil Erosion Measures**
1. 30' Wide Paved Roadway
 2. 1 on 4' Slopes Topsoil 3", Seed and Mulch
 3. Drainage Swale with 1 on 4 slopes, Mulch Blanket with Seed and Fertilizer.
 4. Storm Sewer 12"
 5. Geotextile Silt Fence.
 6. Berm topsoil stripping to West Side to prevent drainage to the west.
 7. Storm Water Retention, utilize as sediment basin, cleanout prior to final restoration.



Grove Street Development
 Submitted & Approved City of Marquette
 June 17, 2021
 Submitted & Approved Marquette Township
 August 24, 2021
 Sept. 27, 2021

C-3
 Storm Water Pond
 & Soil Erosion

DATE REVISION	BY
4/9/21 Final	BM5

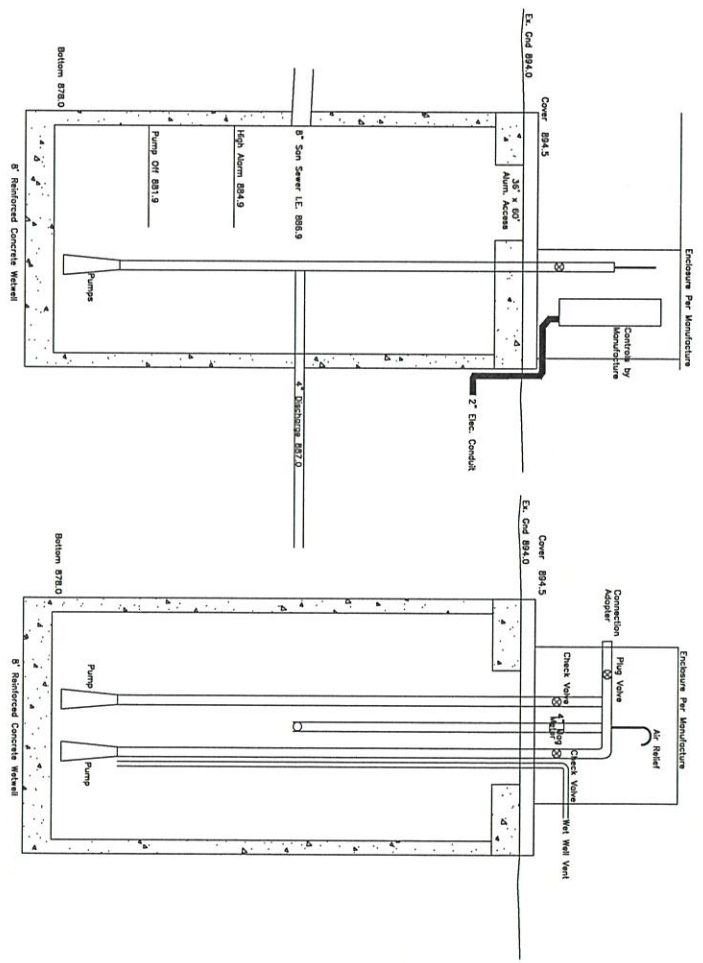
PLANNED UNIT DEVELOPMENT OF
HERITAGE SILOS, LLC
 MARQUETTE TOWNSHIP, MICHIGAN

Final Plans





Lift Station Pump Data	
Fixed (FNU)	34 feet
Pump Manufacturer	Hydramatic
Pump Model Power	FP 2002 LT-3-493
Pump Motor (FNU)	1710
Level Set Point Elevations	
High Water Alarm	882.9
Low Pump On	883.9
Pump Off	881.9
Low Level	881.0



PLANNED UNIT DEVELOPMENT OF HERITAGE SILOS, LLC
MARQUETTE TOWNSHIP, MICHIGAN

Final Plans

BARRY J. ARCHITECTS

DATE ISSUED: 07/11/2011
DRAWN BY: JMB
CHECKED BY: JMB
SCALE: AS SHOWN

REVISION

DATE ISSUED BY: JMB
DRAWN BY: JMB
CHECKED BY: JMB

DATE: 07/11/2011

PROJECT: C-6
LIFT STATION

EXHIBIT D
ESTIMATED BUDGET FOR MAINTENANCE IN INITIAL 3 YEARS

	2023	2024	2025
Spring maintenance	\$250	\$250	\$250
Post-major rain maintenance	\$400	\$400	\$400
Fall culvert maintenance	\$50	\$50	\$50
TOTAL	\$700	\$700	\$700

STORMWATER MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2023, by and between the Township of Marquette, a municipal corporation with offices located at 1000 Commerce Drive, Marquette, Michigan 49855, hereinafter referred to as “the Township,” and Heritage Silos Development, LLC, a Michigan limited liability company with principal offices located at 397 Bishop Woods, Marquette, Michigan 49855, its assigns and successors in interest, including but not limited the Heritage Silos Homeowner’s Association (“Homeowner’s Association”), all hereinafter referred to as “the Developer.”

The Developer of the property known as the Heritage Silos Planned Unit Development (the “Development”) by ordinance granted by the Township, entered into the Agreement for the Heritage Silos Planned Unit Development, in which Developer agrees to install stormwater management features and adopt appropriate practices described in the Planned Unit Development Plans, hereinafter referred to as the “Stormwater Management System,” to benefit the property described in Exhibit A. Easements have been granted, as filed in the Marquette County Register of Deeds as Document Numbers _____ and _____ to meet the storm water utility requirements of the Development.

In accordance with the Marquette Township Stormwater Ordinance, the Developer enters into this Stormwater Management Agreement.

The Developer agrees to operate and maintain the Stormwater Management System, agrees to require its successors and assigns to agree to be bound by this Agreement, and agrees to the terms stated in this document to ensure that the Stormwater Management System continues serving the intended function in perpetuity.

This Agreement includes the following exhibits:

Exhibit A: Legal description of the real estate benefited by this Agreement (“Property”).

Exhibit B: Location map(s) showing location of the Property and Stormwater Management System facility features.

Exhibit C: Written summary accurately describing the Stormwater Management System facility annual maintenance and features.

Exhibit D: Estimated budget for the initial three years of the Stormwater Management System.

Through this Agreement, the Developer hereby agrees to the following covenants, conditions and restrictions:

1. Construction of Stormwater Management System. The Developer shall be solely responsible for the installation, maintenance and repair of the Stormwater Management System, drainage easements and associated landscaping identified and required in Exhibits B and C in accordance with the Township Stormwater Ordinance.
2. Alterations to Stormwater Management System. No alterations or changes to the Stormwater Management System identified in Exhibits B and C shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Township.
3. Access by Township. The Easement authorizes the Municipality to enter upon the Property for the purpose of access to the Stormwater Management System for inspections to ascertain compliance with the intent of this Agreement and the activities prescribed in this Management Plan. The parties intend that if equipment is necessary for the maintenance or repair of the Stormwater Management System, the owner of the Property burdened by the Easement, including both the Developer and the Marquette Golf & Country Club, will be contacted to confirm the best access to impose the least burden on the Property, as described in the Easement.
4. Inspection. The Developer shall retain the services of a qualified inspector to operate and ensure the maintenance of the Stormwater Management System identified in Exhibits B and C included within the Maintenance Plan attached as Exhibit C, at Developer's sole expense. Inspections are required annually at a minimum.
5. Inspection and Maintenance Report. The Developer agrees it will provide to the Township, records of the required periodic maintenance and inspection for review annually, with the administrative costs of the review to be paid by the Developer. These records will be provided to the Township every year, no later than the first day of June.
6. Notification. Upon written notification by the Township or their designee of required maintenance or repairs, the Developer shall complete the specified maintenance or repairs within a reasonable time frame determined by the Township. The Developer shall be liable for the failure to undertake any

maintenance or repairs so that the public health, safety and welfare shall not be endangered nor road improvements damaged.

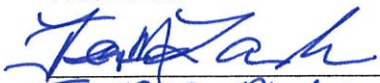
7. Corrective Action. If the Developer does not (a) keep the Stormwater Management System in reasonable order and condition, (b) complete maintenance activities in accordance with this Agreement, (c) comply with the Township Stormwater Ordinance, (d) comply with the reporting required above, or (e) comply with the required maintenance or repairs within the specified time frames, the Township is authorized but is not required, after notice and hearing, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater Management System and prevent the Stormwater Management System from becoming a threat to public health, safety, general welfare or the environment.
 - a. In the case of an emergency, no notice shall be required prior to the Township performing emergency maintenance or repairs.
 - b. The Township may bring an action for injunctive relief requiring that the Developer cure any violations of this Agreement.
 - c. The Township may levy the costs and expenses of such inspections, maintenance or repairs and legal action (including attorney fees and costs) plus a ten percent (10%) administrative fee against the Developer.
8. Successors and Assigns. The Developer agrees, at the time that the Property is transferred to the Homeowner's Association, to provide information regarding proper inspection, maintenance and repair of the Stormwater Management System and to provide a copy of the transmittal of such information to the Township. The Homeowner's Association Articles of Incorporation and Bylaws provide for owners of lots within the Development to share the cost of maintenance of all aspects of the Development, including the Stormwater Management System.
9. Indemnification. The Developer, its agents, representatives, successors and assigns shall defend, indemnify and hold the Township harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater Management System referred to as Exhibit B hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include

any costs, expenses and attorney fees incurred by the Township in connection with such Claims or the enforcement of this Agreement.

10. Governing Law and Venue. This Agreement is governed by the laws of the State of Michigan. Any dispute that cannot be resolved by discussions between the parties shall be subject exclusively to the jurisdiction and venue of the Circuit Court for the County of Marquette.
11. Headings. Headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
12. Amendments. No amendment to this Agreement, including this Section, shall be valid and binding unless set forth in writing and signed by the parties.
13. Integration. This Agreement is the complete agreement of the parties and supersedes all prior representations, negotiations and agreements on the subject matter herein.
14. Commencement. The Developer agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.
15. Authority to Sign. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.
16. Duration and Binding Effect. This Agreement shall bind the Developer, its agents, representatives, successors and assigns and any person or entity claiming any right or ownership in the Development in perpetuity, and shall run with the land.
17. Recording. This Agreement shall be recorded at Developer's expense with the Marquette County Register of Deeds.

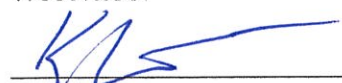
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written:

WITNESS:



Teresa M. Laakso

WITNESS:



Katelyn M. Morrison

DEVELOPER:

HERITAGE SILOS DEVELOPMENTS, LLC



By: Michael Vonck

Its: Member and Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on February 17, 2023, by Michael Vonck, Member and Manager of Heritage Silos Developments, LLC, a Michigan limited liability company.

Teresa M. Leato
Teresa M. Leato Notary Public
Marquette County, Michigan
My Commission Expires: 12/7/2023
Acting in Marquette County, Michigan

WITNESS:

TOWNSHIP:
TOWNSHIP OF MARQUETTE
A Michigan Municipal Corporation



WITNESS:

By: Leonard Bodenus
Its: Superintendent of Public Works

STATE OF MICHIGAN)
) ss.
COUNTY OF MARQUETTE)



Acknowledged before me in Marquette County, Michigan, on _____, 2023, by Leonard Bodenus, Superintendent of Public Works of the Township of Marquette, a Michigan municipal body.

Notary Public
Marquette County, Michigan
My Commission Expires: _____
Acting in Marquette County, Michigan

When recorded return to:
Randy Ritari
Marquette Township Clerk
Marquette Township Hall
1000 Commerce Drive
Marquette, MI 49855
(906) 228-6220, ext 112
rritari@marquettetownship.org

Drafted by:
KENDRICKS, BORDEAU, P.C.
Tami M. Seavoy (P41900)
128 West Spring Street
Marquette, MI 49855
(906) 226-2543
tseavoy@kendricksllaw.com

EXHIBIT A
PROPERTY DESCRIPTION

A parcel of land located in the Township of Marquette, County of Marquette and State of Michigan, to-wit:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SECTION 21, TOWNSHIP 48 NORTH, RANGE 25 WEST, TOWNSHIP OF MARQUETTE, COUNTY OF MARQUETTE AND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 21 AS DESCRIBED PER LAND CORNER RECORDATION CERTIFICATE RECORDED AT LIBER R1, PAGE 284, MARQUETTE COUNTY LAND CORNER RECORDS;

THENCE SOUTH 00°32'32" WEST ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 1324.23 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21. THE EAST LINE OF SAID SECTION 21 BEING DEFINED AS A STRAIGHT LINE ORIGINATING AT THE EAST 1/4 CORNER OF SAID SECTION 21 AS DESCRIBED PER LAND CORNER RECORDATION CERTIFICATE RECORDED AT LIBER R1, PAGE 284, MARQUETTE COUNTY LAND CORNER RECORDS AND ENDING AT THE SOUTHEAST CORNER OF SAID SECTION 21 AS DESCRIBED PER LAND CORNER RECORDATION CERTIFICATE RECORDED AT LIBER R1, PAGE 285, MARQUETTE COUNTY LAND CORNER RECORDS;

THENCE SOUTH 89°46'17" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21 A DISTANCE OF 450.00 FEET TO THE NORTHWEST CORNER OF THE LAST DESCRIBED PARCEL PER QUIT CLAIM DEED RECORDED AT LIBER 139 OF DEEDS, PAGE 329, MARQUETTE COUNTY RECORDS. THIS BEING THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 89°46'17" WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21 A DISTANCE OF 860.97 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21. SAID POINT ALSO BEING THE NORTHEAST CORNER OF LANDS DESCRIBED PER DOCUMENT NO. 2013R-10305, MARQUETTE COUNTY RECORDS. SAID POINT BEING MONUMENTED WITH A FOUND 5/8" DIAMETER IRON ROD AND CAP NO. 46667;

THENCE SOUTH 00°16'11" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (SE 1/4 OF SE 1/4) OF SAID SECTION 21 AND ALONG THE EAST LINE OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2013R-10305, MARQUETTE COUNTY RECORDS

A DISTANCE OF 81.60 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS;

THENCE NORTH 78°47'14" EAST ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 160.58 FEET;

THENCE SOUTH 88°00'56" EAST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 228.07 FEET;

THENCE SOUTH 34°44'31" EAST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 69.51 FEET;

THENCE SOUTH 27°28'44" WEST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 213.87 FEET;

THENCE SOUTH 60°22'14" WEST CONTINUING ALONG THE EXTERIOR BOUNDARY OF SAID LANDS DESCRIBED PER DOCUMENT NO. 2016R-05372, MARQUETTE COUNTY RECORDS A DISTANCE OF 177.50 FEET. SAID POINT BEING THE NORTHEAST CORNER OF PARCEL C AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 11°03'11" EAST ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL C AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS A DISTANCE OF 164.91 FEET TO THE NORTHEAST CORNER OF PARCEL B AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 19°32'15" EAST ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL B AS DESCRIBED PER DOCUMENT NO. 2013R-08614, MARQUETTE COUNTY RECORDS A DISTANCE OF 244.22 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED PER DOCUMENT NO. 2015R-04253, MARQUETTE COUNTY RECORDS. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED AT LIBER 450 OF DEEDS, PAGE 1030, MARQUETTE COUNTY RECORDS;

THENCE NORTH 86°25'56" EAST (RECORDED AS NORTH 86°26'14" EAST) ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AT LIBER 450 OF DEEDS, PAGE 1030, MARQUETTE COUNTY RECORDS A DISTANCE OF 76.40 FEET TO THE NORTHEAST CORNER SAID LANDS DESCRIBED AT LIBER 450 OF DEEDS, PAGE 1030, MARQUETTE COUNTY RECORDS. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED AT LIBER 290 OF DEEDS, PAGE 357, MARQUETTE COUNTY RECORDS;

THENCE NORTH 86°26'56" EAST (RECORDED AS NORTH 86°41' EAST) ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AT LIBER 290 OF DEEDS, PAGE 357, MARQUETTE COUNTY RECORDS A DISTANCE OF 123.09 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 02°59'23" EAST ALONG THE WEST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS A DISTANCE OF 68.95 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS;

THENCE NORTH 86°26'56" EAST ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS A DISTANCE OF 120.01 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11319, MARQUETTE COUNTY RECORDS. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS;

THENCE CONTINUING NORTH 86°26'56" EAST ALONG THE NORTH LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS;

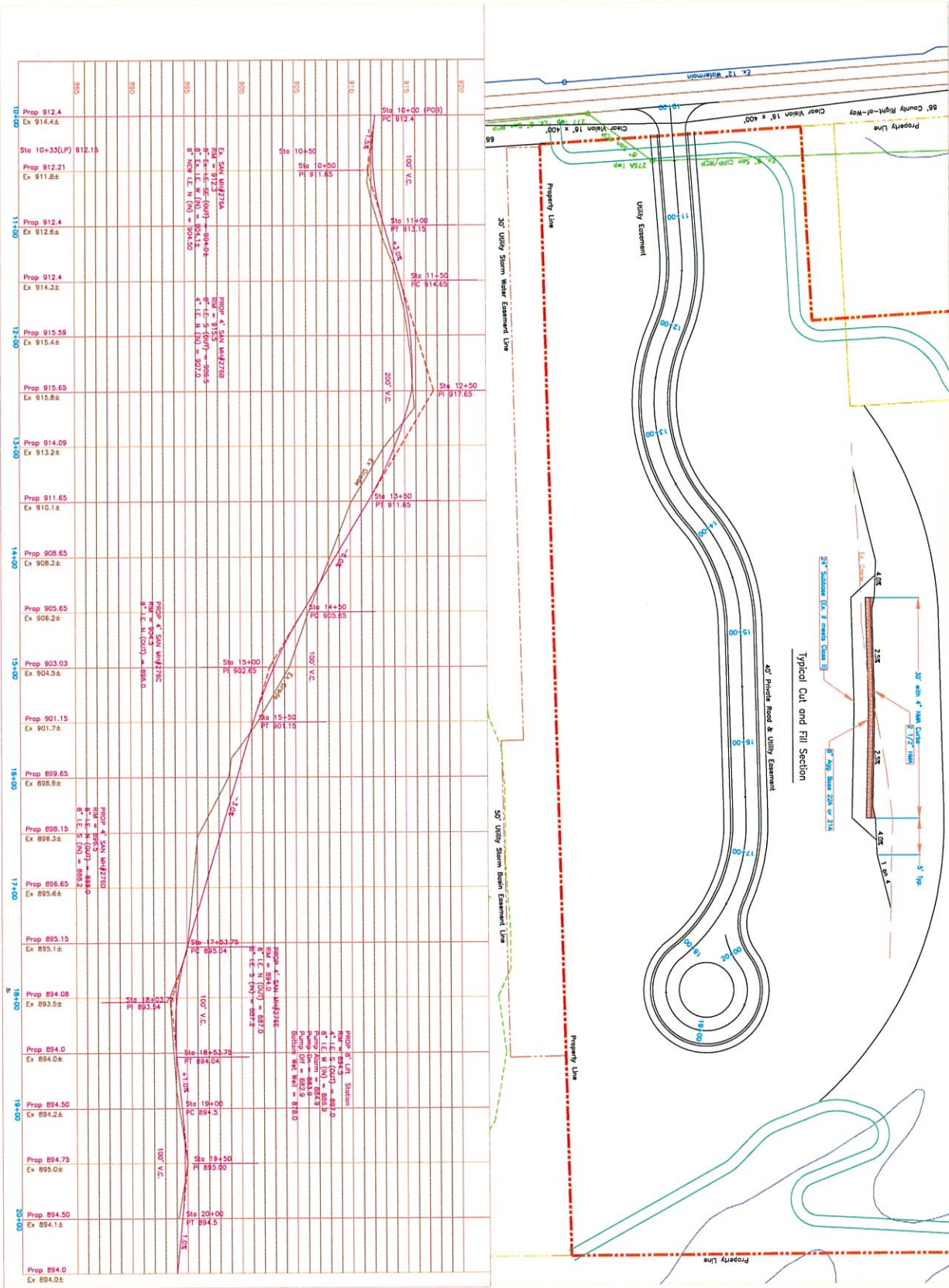
THENCE SOUTH 02°59'23" EAST ALONG THE EAST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS A DISTANCE OF 168.71 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS;

THENCE SOUTH 40°34'53" EAST CONTINUING ALONG THE EAST LINE OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS A DISTANCE OF 23.86 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AT DOCUMENT NUMBER 2022R-11320, MARQUETTE COUNTY RECORDS. SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GROVE STREET;

THENCE NORTH 86°25'54" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID GROVE STREET A DISTANCE OF 228.59 FEET TO A POINT ON THE WEST LINE OF THE LAST DESCRIBED PARCEL PER SAID QUIT CLAIM DEED RECORDED AT LIBER 139 OF DEEDS, PAGE 329, MARQUETTE COUNTY RECORDS;

THENCE NORTH 01°21'31" WEST ALONG THE WEST LINE OF LAST DESCRIBED PARCEL PER SAID QUIT CLAIM DEED RECORDED AT LIBER 139 OF DEEDS, PAGE 329, MARQUETTE COUNTY RECORDS A DISTANCE OF 1008.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
FINAL PUD MAP OF THE STORM WATER UTILITY
SEE ATTACHED C-1 THROUGH C-3



Station	Prop	Ex	Notes
10+00	912.4	914.4	Sta 10+33(L)P 912.15
11+00	912.4	912.2	
12+00	915.59	915.4	
13+00	915.65	915.8	
13+50	914.09	913.2	
14+00	911.65	910.1	
14+50	908.65	908.2	
15+00	905.65	906.2	
15+50	903.03	904.3	
16+00	901.15	901.7	
17+00	899.65	899.9	
17+50	898.15	898.3	
18+00	896.65	895.6	
18+50	895.15	895.1	
19+00	894.08	893.5	
19+50	894.0	894.0	
20+00	894.50	894.2	
20+50	894.75	895.0	
21+00	894.50	894.1	
21+50	894.0	894.0	

REVISIONS:

DATE	ISSUED BY

 W/WT/ Final DWG

ROADWAY & UTILITY PLAN/PROFILE

 Updated 08/24/21

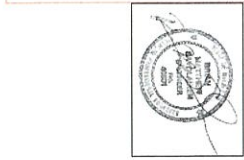
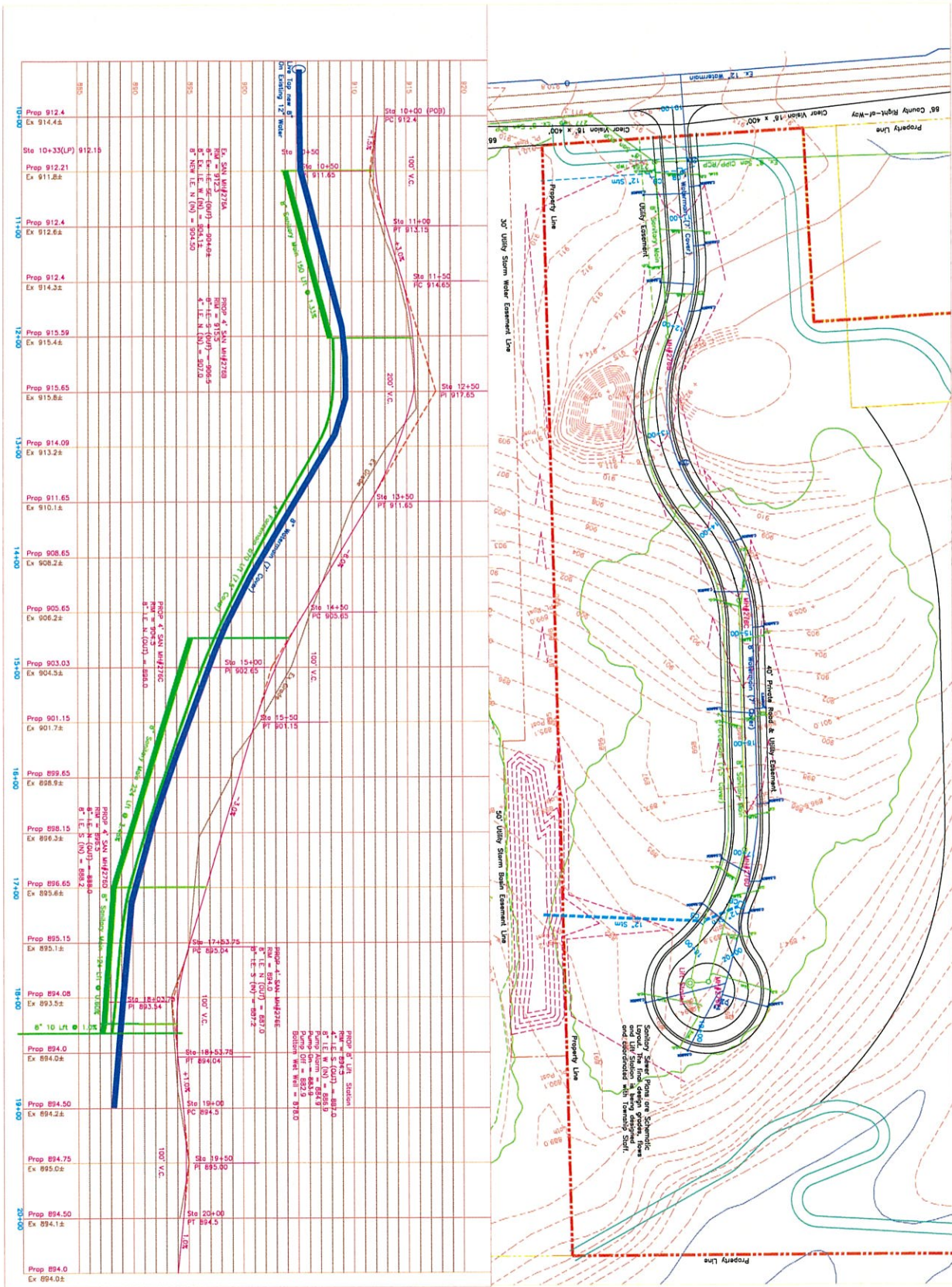
 Sept. 27, 2021

PLANNED UNIT DEVELOPMENT OF HERITAGE SILOS, LLC

 MARQUETTE TOWNSHIP, MICHIGAN

Final Plans

BARRY J. ARCHITECTS



<p>DATE ISSUED: 07/27/2014</p> <p>BY: [Signature]</p> <p>APPROVED: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: PLANNED UNIT DEVELOPMENT OF HERITAGE SILOS, LLC</p> <p>DATE: 7/27/14</p>	<p>PROJECT: C-2</p> <p>OWNER: HERITAGE SILOS, LLC</p> <p>DESIGNER: BARRY J. BARRY, ARCHITECTS</p> <p>DATE: 7/27/14</p>
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PLANNED UNIT DEVELOPMENT OF HERITAGE SILOS, LLC
MARQUETTE TOWNSHIP, MICHIGAN

Final Plans



EXHIBIT C
STORM WATER SYSTEM MAINTENANCE
STORM SEWER COLLECTION SYSTEM

REQUIRED MAINTENANCE:

- Check the Cross-Culvert near the entrance, ensure pipe inlet and outlets are clear. If plugged flush culvert to clear. (bi-annually)
- Check roadway spillways at cross-culvert are clear of debris and remove any cumulated silt and sediment. (bi-annually)
- Inspect cul-de-sac storm sewer distribution system (bi-annually).
- Clean storm sewer structures when accumulation of leaves, silt and sediment reaches 6" or less from storm catch basin outlets.
- Grates on inlets, outlets, and other storm sewer structures should be cleaned regularly.
- Prohibit property owners from raking leaves and yard debris into the roadway.

Drainage Ways/Retention Basin

REQUIRED MAINTENANCE:

- Check the easterly drainage way within the drainage easement. Clear debris, and accumulated areas of silt and sediment. (annually)
- Check the outlet from the Cul-de-Sac to the basin to verify it is free and clear of silt and sediment. Remove material that is clogging outlet from free flowing. If line is plugged flush from the cul-de-sac into the basin and clean material from the basin. (bi-annually).
- If necessary based on surroundings, mow grass side slopes (bi-annually).
- Inspect entire system at least annually including inlet/outlet pipes, restricted outlet structure(s).
- Check banks and bottom for erosion and correct as necessary with topsoil, seed, mulch and anchoring mulch as needed (annually).
- Following major rain events, 2 year storms or greater, inspect basin 24 hours later to ensure basin is draining properly. If basin is begin to drain slower, remove any silt or sediment that has built-up and is causing slower of percolation.
- Reseed banks near inlet/outlet and stabilize eroded banks as necessary.
- Remove dead vegetation (early spring) that obstructs flow.
- Clean retention system if its volume has been reduced by more than 10% due to accumulation of silt and sediment.

Upon completion of annual routine inspections, documentation shall be provided

to:

Marquette Township
1000 Commerce Drive
Marquette, MI 49855

EXHIBIT D
ESTIMATED BUDGET FOR MAINTENANCE IN INITIAL 3 YEARS

	2023	2024	2025
Spring maintenance	\$250	\$250	\$250
Post-major rain maintenance	\$400	\$400	\$400
Fall culvert maintenance	\$50	\$50	\$50
TOTAL	\$700	\$700	\$700

GRANT OF EASEMENT

This agreement (the "Agreement") is entered into on the ____ day of June, 2022, between Marquette Golf and Country Club, a Michigan nonprofit corporation, of 1075 Grove Street, Marquette, Michigan 49855 ("GRANTOR"), Heritage Silos Development, LLC, a Michigan limited liability company, of 397 Bishop Woods Road, Marquette, Michigan 49855 ("GRANTEE"), and its successors and assigns, and Marquette Township, a municipality in the County of Marquette, Michigan located at 1000 Commerce Drive, Marquette, MI 49855 ("MUNICIPAL GRANTEE") on the following terms and conditions.

1. Purpose. Grantor owns a parcel of land, adjacent to the Grantee's parcel. The parties desire to allow Grantee access to the described parcel for the construction, operation, maintenance and use of such parcel for a storm water management facility and for the purpose of providing an emergency service corridor for the purpose of vehicular ingress and egress to service the storm water management facilities, over, under and across the parcel. In compliance with Marquette Township's Stormwater Management Ordinance, effective June 19, 2015, Grantor also desires to grant a non-exclusive easement to Marquette Township for the purpose of maintenance, monitoring and inspection of the storm water management facility, as further described herein. Grantor wishes to grant the easement to Grantee and Municipal Grantee across Grantor's land for the purposes herein stated, which will burden Grantor's parcel for the benefit of Grantee's parcel.

2. Burdened Property. Grantor owns land situated and being in the Township of Marquette, County of Marquette, and State of Michigan, more particularly described as follows:

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 21, Township 48 North, Range 25 West, Township of Marquette, County of Marquette and State of Michigan, described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 21 as described per land corner recordation certificate recorded at Liber R1, Page 284, Marquette County Land Corner Records;

thence South $00^{\circ}32'32''$ West along the East line of said Section 21 a distance of 1324.23 feet to the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 21, the East line of said Section 21 being defined as a straight line originating at the East $\frac{1}{4}$ corner of said Section 21 as described per land corner recordation certificate recorded at Liber R1, Page 284, Marquette County Land Corner Records and ending at

the Southeast corner of said Section 21 as described per land corner recordation certificate recorded at Liber R1, Page 285, Marquette County Land Corner Records;

thence South 89°46'17" West along the North line of the Southeast ¼ of the Southeast ¼ (SE ¼ of SE ¼) of said Section 21 a distance of 450.00 feet to the Northeast corner of lands described at Document Number 2021R-00288, Marquette County Records;

thence South 01°21'31" East along the East line of said lands described at Document Number 2021R-00288, Marquette County Records a distance of 181.44 feet. This being the Point of Beginning of the easement parcel herein described;

thence North 88°38'29" East perpendicular to the East line of said lands described at Document Number 2021R-00288, Marquette County Records a distance of 50.00 feet;

thence South 01°21'31" East parallel to the East line of said lands described at Document Number 2021R-00288, Marquette County Records a distance of 287.31 feet;

thence South 88°38'29" West perpendicular to the East line of said lands described at Document Number 2021R-00288, Marquette County Records a distance of 20.00 feet;

thence South 01°21'31" East parallel to the East line of said lands described at Document Number 2021R-00288, Marquette County Records a distance of 538.59 feet to a point on the North right-of-way line of Grove Street;

thence South 86°25'54" West along the North right-of-way line of said Grove Street a distance of 30.02 feet to the Southeast corner of said lands described at Document Number 2021R-00288, Marquette County Records;

thence North 01°21'31" West along the East line of said lands described at Document Number 2021R-00288, Marquette County Records a distance of 827.05 feet to the Point of Beginning.

(The "Burdened Property").

3. Benefitted Property. Grantee owns a parcel of land situated and being in the Township of Marquette, County of Marquette, and State of Michigan, more particularly described as follows:

A parcel of land situated in the Southeast ¼ of the Southeast ¼ (SE ¼ of SE ¼) of Section 21, Township 48 North, Range 25 West, Township of Marquette, County of Marquette and State of Michigan, described as follows:

Commencing at the East ¼ Corner of said Section 21 as described per Land Corner Recordation Certificate recorded at Liber R1, Page 284, Marquette County Land Corner Records;

Thence South 00°32'32" West along the East line of said Section 21 a distance of 1324.23 feet to the Northeast Corner of the Southeast ¼ of the Southeast ¼ (SE ¼ of SE ¼) of said Section 21. The East Line of said Section 21 being defined as a straight line originating at the East ¼ Corner of said Section 21 as described per Land Corner Recordation Certificate recorded at Liber R1, Page 284, Marquette County Land Corner Records and ending at the Southeast Corner of said Section 21 as described per Land Corner Recordation Certificate recorded at Liber R1, Page 285, Marquette County Land Corner Records;

Thence South 89°46'17" West along the North line of the Southeast ¼ of the Southeast ¼ (SE ¼ of SE ¼) of said Section 21 a distance of 450.00 feet to the Northwest Corner of the last described parcel per quit claim deed recorded at Liber 139 of Deeds, Page 329, Marquette County Records. This being the Point of Beginning of the lands herein described;

Thence continuing South 89°46'17" West along the North line of the Southeast ¼ of the Southeast ¼ (SE ¼ of SE ¼) of said Section 21 a distance of 860.97 feet to the Northwest corner of the Southeast ¼ of the Southeast ¼ (SE ¼ of SE ¼) of said Section 21. Said point also being the Northeast corner of lands described per Document No. 2013R-10305, Marquette County Records. Said point being monumented with a found 5/8" diameter iron rod and cap no. 46667;

Thence South 00°16'11" West along the West Line of the Southeast ¼ of the Southeast ¼ (SE ¼ of SE ¼) of said Section 21 and along the East Line of said lands described per Document No. 2013R-10305, Marquette County Records a distance of 81.60 feet to a point on the exterior boundary of lands described per Document No. 2016R-05372, Marquette County Records;

Thence North 78°47'14" East along the exterior boundary of said lands described per Document No. 2016R-05372, Marquette County Records a distance of 160.58 feet;

Thence South 88°00'56" East continuing along the exterior boundary of said lands described per Document No, 2016R-05372, Marquette County Records a distance of 228.07 feet;

Thence South 34°44'31" East continuing along the exterior boundary of said lands described per Document No. 2016R-05372, Marquette County Records a distance of 69.51 feet;

Thence South 27°28'44" West continuing along the exterior boundary of said lands described per Document No. 2016R-05372, Marquette County Records a distance of 213.87 feet;

Thence South 60°22'14" West continuing along the exterior boundary of said lands described per Document No. 2016R-05372, Marquette County Records a distance of

177.50 feet. Said point being the Northeast Corner of Parcel C as described per Document No. 2013R-08614, Marquette County Records;

Thence South 11°03'11" East along the exterior boundary of said Parcel C as described per Document No. 2013R-08614, Marquette County Records a distance of 164.91 feet to the Northeast corner of Parcel B as described per Document No. 2013R-08614, Marquette County Records;

Thence South 19°32'15" East along the exterior boundary of said Parcel B as described per Document No. 2013R-08614, Marquette County Records a distance of 244.22 feet to the Northeast Corner of lands described per Document No. 2015R-04253, Marquette County Records. Said point also being the Northwest Corner of lands described at Liber 450 of Deeds, Page 1030, Marquette County Records;

Thence North 86°25'56" East (Recorded as North 86°26'14" East) along the North Line of said lands described at Liber 450 of Deeds, Page 1030, Marquette County Records a distance of 76.40 feet to the Northeast Corner of said lands described at Liber 450 of Deeds, Page 1030, Marquette County Records. Said point also being the Northwest Corner of lands described at Liber 290 of Deeds, Page 357, Marquette County Records;

Thence North 86°26'56" East (Recorded as North 86°41' East) along the North Line of said lands described at Liber 290 of Deeds, Page 357, Marquette County Records a distance of 243.10 feet (Recorded as 240.7 feet) to the Northeast Corner of said lands being described at Liber 290 of Deeds, Page 357, Marquette County Records. Said point being monumented with a found $\frac{3}{4}$ (OD) iron pipe;

Thence South 02°59'23" East (Recorded as South 02°56' East) along the East Line of said lands described at Liber 290 of Deeds, Page 357, Marquette County Records a distance of 256.73 feet (Recorded as 256.8 feet) to the Southeast Corner of said lands described at Liber 290 of Deeds, Page 357, Marquette County Records. Said point being on the North right-of-way line of Grove Street. Said point being monumented with a found 1" (ID) iron pipe;

Thence North 86°25'54" East along the North right-of-way line of said Grove Street a distance of 268.15 feet to a point on the West Line of the last described parcel per said quit claim deed recorded at Liber 139 of Deeds, Page 329, Marquette County Records;

Thence North 01°21'31" West along the West Line of the last described parcel per said quit claim deed recorded at Liber 139 of Deeds, Page 329, Marquette County Records a distance of 1008.49 feet to the Point of Beginning.

(The "Benefitted Property")

A map of this easement is attached as "Exhibit A".

4. **Consideration.** Grantor grants this easement for good and valuable consideration less than \$100.00.

5. **Description of the Easement in favor of Grantee.** Grantor grants to Grantee an easement for construction, operation, maintenance and use of storm water management facilities in, on, over, under and across the parcel, and for providing an emergency service corridor for the purpose of vehicular ingress and egress to service the storm water management facilities over and upon the parcel without undue additional burden on Grantor's parcel. An owner of the Benefitted Property may not improve, expand, or alter the easement way from its current condition including, but not limited to, its width or location, unless the owner of that Benefitted Property and the owner of the Burdened Property agree to such improvement, expansion, or alteration in a writing recorded at the Marquette County Register of Deeds. The easement shall not extend to additional or future utilities. The owners of the Benefitted Property have a continued right to use the easement way.

6. **Description of the Easement in favor of Municipal Grantee.** This easement includes the grant of a perpetual non-exclusive easement for the purpose of Municipal Grantee inspecting, monitoring, testing, verifying and ascertaining the construction, maintenance, repair, replacement, modification and continued satisfactory operation of any and all components of the storm water management facilities on Grantor's parcel, preserving drainage ways serving Grantee's storm water management needs, providing access to individuals (and their equipment) performing maintenance, repairs, and improvements to the storm water management facilities, and for the purpose of ascertaining compliance with and effectuating enforcement of a perpetual storm water management plan adopted by Grantee and Municipal Grantee pursuant to Marquette Township's Stormwater Management Ordinance now in effect or as may subsequently be amended, in, on, over, under and across the premises as depicted and described on Exhibit A. The right of ingress and egress over and upon Grantor's premises shall be the described emergency service corridor or such other convenient and direct route available consistent with the purposes of this easement and without undue additional burden on Grantor's parcel.

7. **Interest in realty.** This is to be an easement over the Burdened Property for the use and benefit of the Benefitted Property and is to be an appurtenance to the Benefitted Property and run with the land.

8. **Duration of easement.** This easement is perpetual and not revocable.

9. **Entire agreement.** This Agreement and all exhibits, if any, constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

10. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or

circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11. Jurisdiction and venue. Any disputes under this conveyance shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Marquette County, Michigan.

12. Transfer tax exemptions. This easement is exempt from real estate transfer taxation under the provisions of MCL §§207.505(a) and 207.526(a).

Signed by GRANTOR:

MARQUETTE GOLF AND COUNTRY CLUB

Dated June 2nd, 2022

Robert J. Raica
By: Robert J. Raica
Its: President

STATE OF MICHIGAN)
) SS
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on the 2nd day of June, 2022, by Robert J. Raica, as president of Marquette Golf and Country Club, a Michigan nonprofit corporation.

Jenna M. Shelton
Jenna M. Shelton
Notary Public
Marquette County, Michigan
My commission expires: 10/23, 2027

Dated June 2nd, 2022

Signed by GRANTEE:

HERITAGE SILOS DEVELOPMENT, LLC

Michael Vonck
By: Michael Vonck
Its: Member

STATE OF MICHIGAN)
) SS
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on 2nd day of June, 2022, by Michael Vonck, as Member of Heritage Silos Development, LLC, a Michigan limited liability company.

Jenna M. Shelton
Jenna M. Shelton
Notary Public
Marquette County, Michigan
My commission expires: 10/23/2027

Signed by MUNICIPAL GRANTEE

TOWNSHIP OF MARQUETTE



By: _____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF MARQUETTE)

Acknowledged before me in Marquette County, Michigan, on _____ day of _____, 2022, by _____, its _____ on behalf of the Township.

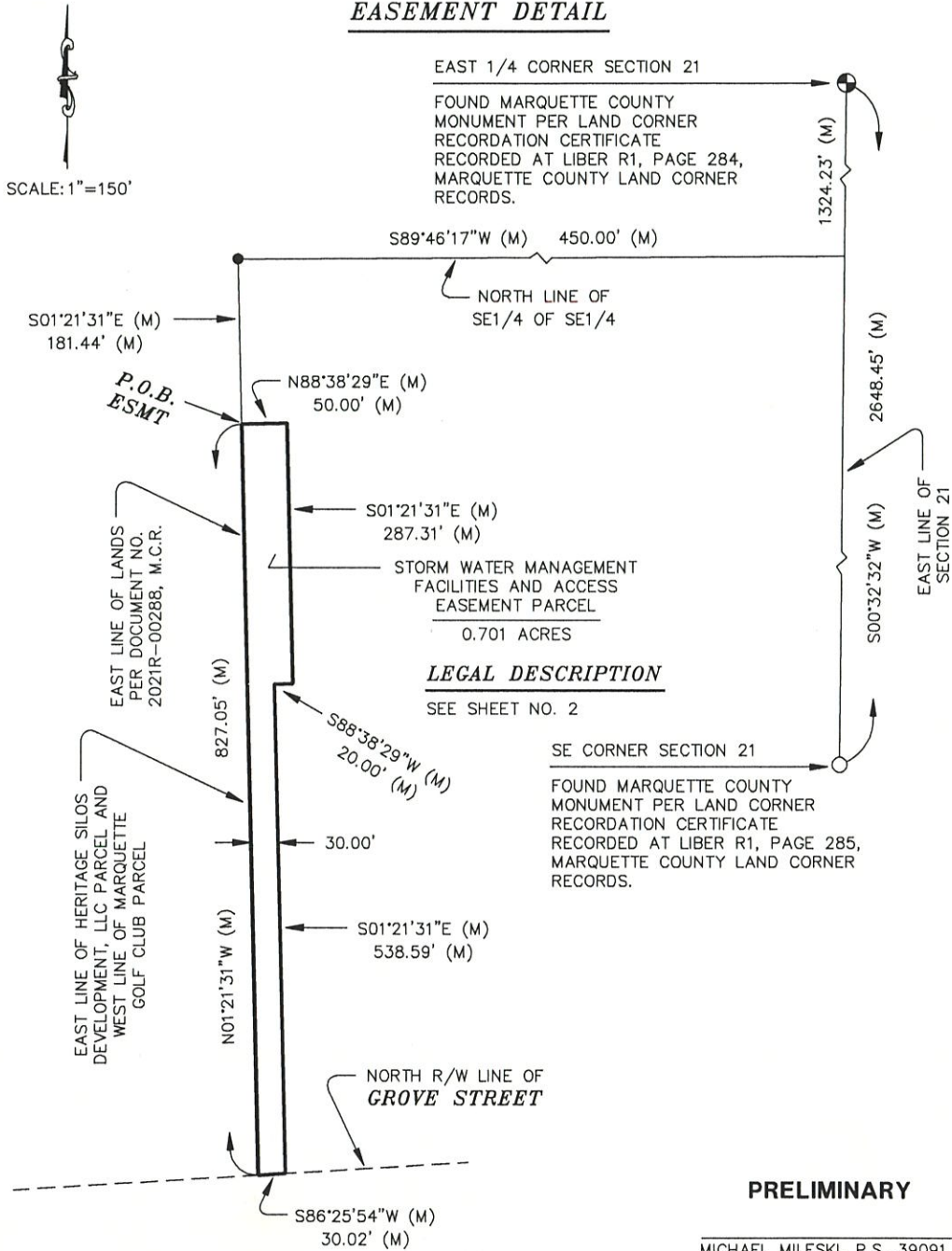


Notary Public
Marquette County, Michigan
My commission expires: _____

Prepared by:
Tami M. Seavoy (P41900)
KENDRICKS, BORDEAU, KEEFE,
SEAVOY & REILLY, P.C.
128 W. Spring Street
Marquette, MI 49855
(906) 226-2543

CERTIFICATE OF SURVEY

EASEMENT DETAIL



LEGAL DESCRIPTION

SEE SHEET NO. 2

SE CORNER SECTION 21

FOUND MARQUETTE COUNTY
MONUMENT PER LAND CORNER
RECORDATION CERTIFICATE
RECORDED AT LIBER R1, PAGE 285,
MARQUETTE COUNTY LAND CORNER
RECORDS.

PRELIMINARY

MICHAEL MILESKI, P.S. 39091

DATE: 25 APRIL 2022

I, MICHAEL MILESKI, A LICENSED SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL OF LAND AT THE DIRECTION OF THE PARTY NAMED HEREON; AND THAT THE RATIO OF THE UNADJUSTED FIELD OBSERVATIONS WAS WITHIN THE ACCEPTED LIMITS;

DATE OF SURVEY: 2021 / 2022
BASIS OF BEARING: CERTIFICATE OF SURVEY
ERROR OF CLOSURE: 1/10000

LEGEND

- | | | | |
|---|----------------|-----|-------------------|
| ○ | IRON SET | ⊕ | 1/4 CORNER |
| ● | IRON FOUND | ⊕ | CENTER 1/4 CORNER |
| △ | NAIL SET | — | DISTANCE N.T.S. |
| ▲ | NAIL FOUND | (D) | DEED |
| □ | STAKE SET | (R) | RECORD |
| ■ | STAKE FOUND | (M) | MEASURED |
| ○ | SECTION CORNER | (P) | PRORATED |
| | | (C) | CALCULATED |



**GeoMetric
Services
Incorporated**

Complete Surveying and Mapping Services

315 South Front Street Marquette, MI 49855
(906) 226-9792 Voice • (906) 226-9720 Fax

CLIENT: **HERITAGE SILOS
DEVELOPMENT, LLC**

PART OF SE 1/4 OF SE 1/4,
SECTION 21, T48N, R25W,
MARQUETTE TOWNSHIP,
MARQUETTE COUNTY, MICHIGAN

JOB No. **200044**
BK. 264M

FLD: M. MILESKI
DWN: M. MILESKI
DWG: 200044.DWG
SHEET 1 OF 2



MARQUETTE CHARTER TOWNSHIP

1000 Commerce Drive
Marquette, Michigan 49855
Ph | 906.228.6220
Fx | 906.228.7337
www.marquettetownship.org

Board Action Item

Board Meeting Date: March 28, 2023
Agenda Item #: 5.C.
Proposal:
Presented by:

Background:

Attachments: None

Cost: \$

Budget Account:

Recommended motion:

Mission Statement:

"Recognize and meet the needs of the Township Community."

