



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
LAND PRESERVATION ADVISORY BOARD
REGULAR MEETING
August 9, 2017 6 PM



1. Call Meeting to Order
2. Approve Agenda
3. Comment from the Public
4. Approve Minutes (blue)
 - a. June 28, 2017
5. Communications
6. Old Business
7. New Business (orchid)
 - a. Approval for Brush Removal in Towar Woods
8. Comment from the Public
9. Other Matters
10. Announcements
11. Closed Session (separate envelope)
12. Adjournment

All comments limited to 3 minutes, unless prior approval for additional time for good cause is obtained from the Chair and/or Acting Chair if necessary.

Individuals with disabilities requiring auxiliary aids or services should contact the Meridian Township Board by contacting: Township Manager Frank L. Walsh, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4258 - Ten Day Notice is Required.
Meeting Location: 5151 Marsh Road, Okemos, MI 48864 Township Hall

Meridian Township exists to create a sustainable community through the most effective use of available resources that achieve the highest quality of life.

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**CHARTER TOWNSHIP OF MERIDIAN
LAND PRESERVATION PROGRAM**

MEETING OF THE LAND PRESERVATION ADVISORY BOARD
AUGUST 9, 2017

4. Minutes

CHARTER TOWNSHIP OF MERIDIAN
LAND PRESERVATION ADVISORY BOARD

MEETING MINUTES
WEDNESDAY, JUNE 28, 2017
6 PM – SERVICE CENTER

Members Present: Roland Harmes, Jamie Hiller, Jon Mayes, Julie Brixie, James Kielbaso, Yu Man Lee

Members Absent: Margo Smith, Mark Stephens

Staff: Jane Greenway, Senior Parks and Land Management Coordinator; Kelsey Dillon, Stewardship Coordinator

1. Call Meeting to Order

Chair Mayes called the meeting to order at 6 pm.

2. Approve Agenda

BOARD MEMBER BRIXIE MOVED, BOARD MEMBER KIELBASO SECONDED, TO APPROVE THE AGENDA AS PRESENTED. Voice vote. Motion passed.

3. Comment from the Public

None

4. Approve Minutes

a. May 10, 2017

BOARD MEMBER BRIXIE MOVED, BOARD MEMBER HILLER SUPPORTED TO APPROVE THE MAY 10, 2017 MINUTES AS PRESENTED. Voice vote. Motion passed.

5. Communications

None

6. Old Business

None

7. New Business
 - a. Summer Site Visit Schedule
 - By consensus, the board members agree to adopt the site visit schedule as presented by staff.

8. Comment from the Public

None

9. Other Matters

None

10. Announcements

None

11. Closed Session

BOARD MEMBER BRIXIE MOVED, BOARD MEMBER KIELBASO SECONDED, TO MOVE INTO CLOSED SESSION.

Roll Call:

AYES: Roland Harmes, Jamie Hiller, Jon Mayes, Julie Brixie, James Kielbaso, Yu Man Lee

NAYES: None

Motion passed.

Moved to closed session at 6:12 pm.

CHAIR MAYES MOVED, BOARD MEMBER BRIXIE SECONDED, TO ADJOURN THE CLOSED SESSION AND RETURN TO THE OPEN SESSION.

Roll Call:

AYES: Roland Harmes, Jamie Hiller, Jon Mayes, Julie Brixie, James Kielbaso, Yu Man Lee

NAYES: None

Motion passed.

The meeting reopened at 7:45 pm.

BOARD MEMBER BRIXIE MOVED, CHAIR MAYES SECONDED, TO INSTRUCT STAFF TO TAKE SUCH ACTION AS DISCUSSED DURING CLOSED SESSION. Voice vote. Motion passed.

BOARD MEMBER BRIXIE MOVED, BOARD MEMBER HILLER SECONDED, TO ACCEPT THE DONATION OF THE 3098 BIBER STREET, EAST LANSING PROPERTY.

Roll Call:

AYES: Roland Harmes, Jamie Hiller, Jon Mayes, Julie Brixie, James Kielbaso, Yu Man Lee
NAYES: None

Motion passed.

12. Adjournment

CHAIR MAYES MOVED, BOARD MEMBER BRIXIE SECONDED, TO ADJOURN THE MEETING.

The meeting adjourned at 7:55 pm.




**CHARTER TOWNSHIP OF MERIDIAN
LAND PRESERVATION PROGRAM**

MEETING OF THE LAND PRESERVATION ADVISORY BOARD
AUGUST 9, 2017

5. Communications



To: Township Board
From: 
Jane Greenway, Senior Parks and Land Management Coordinator
Date: August 3, 2017
Re: Ponderosa Land Preserve Acquisition - Project Agreement
Parcel #33-02-02-35-426-006 and 33-02-02-35-200-102
Trust Fund 16-0088

In March, 2016, the Township Board authorized submission of a grant application to the Michigan Department of Natural Resources for acquisition of the "Ponderosa" Land Preserve, an 89-acre property located north of Jolly Road and west of Van Atta Road, just north and adjacent to the Bonanza subdivision.

This beautiful land includes a high diversity of vegetation and topographic features. It includes: woodlands (with huge and notable oak and maples); wetlands; streams; ponds; flora and many different types of wildlife including spawning salmon that utilize the creek. The proposed acquisition is located directly south of Meridian Riverfront Park, which is a 204-acre township-owned park that runs along the Red Cedar River. The land will be managed through our Land Preservation program, which is a millage funded program developed to protect, preserve and enhance Meridian Township's open spaces and natural features.

We received notification in December, 2016 that the project was selected for funding by the Natural Resources Trust Fund Board. Following a lengthy authorization process by the Legislature, we have now received the attached Project Agreement from the Michigan Department of Natural Resources for execution.

The total project amount is estimated at \$1,360,000. The grant program provides \$680,000 (50%) with a local match of \$680,000 (50%) that will be funded by the Land Preservation Millage.

The attached resolution of acceptance is required to execute the project agreement for the grant.

Motion for your consideration:

MOVE TO APPROVE THE ATTACHED RESOLUTION AUTHORIZING ACCEPTANCE OF A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT IN THE AMOUNT OF \$680,000 (50%) WITH A LOCAL MATCH OF \$680,000, (50%) TO BE PAID BY THE PARK MILLAGE FUND FOR ACQUISITION OF THE 89-ACRE PONDEROSA PROPERTY IN MERIDIAN TOWNSHIP.

**Ponderosa Land Preserve Acquisition
Project Agreement
RESOLUTION**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Central Meridian Fire Station, in said Township on the 15th day of August, 2017 at 7:00 p.m., Local Time.

PRESENT: _____

ABSENT: None

The following resolution was offered by Trustee _____ and supported by Trustee _____:

WHEREAS, the Michigan Department of Natural Resources accepts grant requests from local units of government to assist in the development and acquisition of recreation properties; and

WHEREAS, the Land Preservation Advisory Board is interested leveraging local Land Preservation Millage Funds by obtaining supplemental grant funding for park projects whenever possible; and

WHEREAS, Meridian Township has prepared a grant application for submission to the Michigan Natural Resources Trust Fund Grant Program to provide funding assistance for the Ponderosa acquisition for an estimated total project cost of \$1,360,000 to acquire an 89-acre property located north of Jolly Road and west of Van Atta Road, Okemos (Parcel 33-02-02-35-426-006 and 33-02-02-35-200-102); and

WHEREAS, land acquisition and protection is identified and supported in the 2017-2021 Parks and Recreation Master Plan adopted by the Meridian Township Board and Park Commission, and is on file with the Michigan Department of Natural Resources; and

WHEREAS, it is recognized that this beautiful land includes a high diversity of vegetation and topographic features. It includes: woodlands (with huge and notable oak and maples); wetlands; streams; ponds; flora and many different types of wildlife including spawning salmon that utilize the creek; and

WHEREAS, the land will be managed through our Land Preservation program, which is a millage funded program developed to protect, preserve and enhance Meridian Township's open spaces and natural features.

WHEREAS, land acquisition is supported by Township Board Policy and 2017 Goals and Objectives; and

WHEREAS, this grant request was open to public review on March 14, 2017; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, as follows:

That Meridian Township, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that Meridian Township does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide a 50% match in the amount of \$680,000 to match the grant authorized by the Michigan Department of Natural Resources.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Michigan Department of Natural Resources for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including terms not specifically set forth in the foregoing portions of the Resolution.

ADOPTED:

YEAS: _____

NAYS: None

The resolution passed

STATE OF MICHIGAN)
) ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Township Board, Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and a complete copy of a resolution adopted at a regular meeting of the Township Board on the 15th of August, 2017.

Brett Dreyfus



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

June 28, 2017

Ms. Jane Greenway, Coordinator
Meridian Township Land Preservation
5151 Marsh Road
Okemos, Michigan 48864-1198

Dear Ms. Greenway: *Jane* —

SUBJECT: TF16-0088, Ponderosa Property Acquisition – Meridian Township

The appraisal report prepared by Robert J. Vertalka (contract appraiser), has been preliminarily reviewed by our review appraiser.

- Since the number of acres being acquired has changed since Mr. Vertalka appraised the property, this will need to be addressed by him in an update. The report needs to reflect the same piece of land that is proposed to be acquired.
- Also, due to the passage of time, the report will need to be updated to present day. If the appraiser has any questions for the review appraiser, he should contact Mr. Scott Goeman of the DNR Real Estate Services office at goemans@michigan.gov.

You do not have to wait for your project agreement to have the appraisal update prepared.

If you have any questions, you may contact me at the number or email address below, or by mail at Grants Management, Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.

Sincerely,

Steve DeBrabander, Section Manager
Grants Management Section
517-284-5930
debrabanders@michigan.gov

cc: Mr. Scott Goeman, DNR
Ms. Erin Campbell, DNR



MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT

Project Number: TF16-0088

Project Title: Ponderosa Land Preserve

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and **Meridian Charter Township IN THE COUNTY OF Ingham County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA 93 of 2017, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by **09/12/2017**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B) and Recreation Grant application bearing the number **TF16-0088** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion 07/14/2017 through **07/31/2019**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
4. The grant herein provided is for the acquisition by the GRANTEE of **89 acres of land in Fee Simple title** free of all liens and encumbrances, situated and being in the city/village/township of **Meridian Charter Township (Okemos)**, in the County of **Ingham, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **general public outdoor recreation and habitat conservation, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board**. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an

individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Forty-Five (45%) percent** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Five Hundred and Fourteen Thousand Nine Hundred (\$514,900.00) dollars**.
- b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Forty-Five (45%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. **FOR REIMBURSEMENT PROJECTS:**

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

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- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
 - ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.
 - iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
 - iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
 - v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Provide Department and title company an approximate desired timeframe for closing.
- v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.
- vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.
- vii. Submit local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Six Hundred and Thirty-Six Thousand (\$636,000.00) dollars** as local match to this project. This sum represents **Fifty-Five (55%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this

Agreement shall be the sole responsibility of the GRANTEE.

- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.
- i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. To complete acquisition of the entire project area before **10/31/2019**. Failure to acquire the project area by **10/31/2019** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted

to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- r. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- t. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of

project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- v. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. To maintain the premises in such condition as to comply with all federal, State, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

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- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
15. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring same.
 - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in

writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and the Recreation Passport Grant Program and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Seek specific performance of the Agreement terms. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United

States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26. The Agreement may be executed separately by the parties. This Agreement is not effective until:

- a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
- b. The DEPARTMENT has signed it.

Required - Please choose one

Acquisition Closing Option Desired:

- This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- This project will be completed utilizing an escrow closing process.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date

Approved by resolution (true copy attached) of the _____,

date

_____ meeting of the _____.

(special or regular)

(name of approving body)

GRANTEE

SIGNED:

By _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6007712

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By _____
Steve DeBrabander

Title: Manager, Grants Management

Date: _____

SAMPLE RESOLUTION
(Acquisition)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

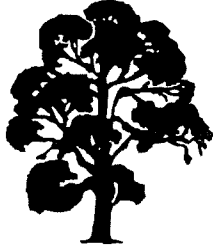
STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Dated



**CHARTER TOWNSHIP OF MERIDIAN
LAND PRESERVATION PROGRAM**

MEETING OF THE LAND PRESERVATION ADVISORY BOARD
AUGUST 9, 2017

7. New Business



To: Land Preservation Advisory Board Members

From: Kelsey Dillon
Stewardship Coordinator

Date: August 9, 2017

Re: Approval of Brush Removal in Towar Woods

The area where buckthorn was removed 4 years ago in the Towar Woods Land Preserve is now significantly overgrown with invasive shrubby species (buckthorn, autumn olive and honeysuckle). It is still possible to control this area with a small brush hog that is ideal for avoiding mowing down the pine trees that were planted after the initial brush removal. The Towar Community Concerns Committee (TC3) led by longtime volunteer and past land preservation board member, Dave Caszatt, has obtained a \$5,000 Capital Region Community grant. TC3 would like to allocate \$2,000 of this grant for invasives species brush removal performed by Outdoor Expressions. Outdoor Expressions has been working in this preserve for 2 years and has consistently out bid other companies. 2 acres of invasive brush will be cleared and staff will be on site to ensure that no valuable tree seedlings will be damaged.

Motion for Board Consideration

To approve the Towar Community Concerns Committee contract Outdoor Expressions for 2 acres of brush removal in the Towar Woods Land Preserve using \$2,000 of funding from their Capital Region Community Foundation grant.

Roll Call