

**South Haven Area Recreation Authority**  
**Tuesday, March 17, 2015**  
**3:00 p.m., South Haven Charter Township Hall**  
**90 Blue Star Highway**

**AGENDA**

1. Call to order
2. Roll Call
3. Approval of Meeting Minutes
  - A. November 25, 2014 Board Meeting
4. Approval of Agenda
5. Interested citizens in the audience will be heard on items not on the agenda
6. Financial Reports:
  - A. Approval of SHARA finance report
  - B. Authority Board will be updated on the SHARP financial statement
  - C. Approval of SHARA FY 2015 budget proposal
7. Authority will be provided an update on the status of the Michigan Department of Natural Resources' (MDNR) grant applications for the proposed Pilgrim Haven park site.
8. Authority will be provided an update on the status of the SHARP project:
  - 1) Authority will be updated on the 2015 SHARP farm lease agreement
  - 2) Authority will be updated on the review of potential alternate SHARP locations
9. Staff member comments
10. SHARA Board member comments
11. Adjourn

Respectfully Submitted,  
Brian Dissette  
South Haven City Manager

**South Haven Area Recreation Authority (SHARA)  
Regular Meeting**

**Tuesday, November 21, 2014  
3:00 p.m., South Haven Charter Township Hall**

**MINUTES**

**1. Call to Order**

Meeting Opened at 3:00 p.m.

**2. Roll Call**

Members Present: Mr. Ross Stein, Mr. Dennis Fitzgibbon, Mr. Dana Getman, Dr. Robert Herrera, Mr. Mark McClendon

Absent:

Guests: Mr. Brian Dissette, City Manager, City of South Haven  
Mrs. Maureen Lewandowski

**3. Approval of Meeting Minutes:**

**May 27, 2014 Board Meeting: Motion by Fitzgibbon, seconded by Getman to approve the minutes as presented. All in favor, motion carried.**

**4. Approval of Agenda:**

**Motion by McClendon, seconded by Getman to approve the agenda of the November 25, 2014 meeting. All in favor, motion carried.**

**5. Interested Citizens in the Audience Will Be Heard on Items Not on the Agenda:**

**6. Approval of the SHARA Finance Reports:**

- a) The board discussed the SHARA Finance Report, noting the SHARA account now has a balance of \$103,968.55.

**Motion by Getman, seconded by Fitzgibbon to approve the SHARA finance report. All in favor, motion carried.**

- b) The board was updated on the SHARP account, which now has a balance of \$24,378.06.

- c) The board received an update on the SHARP/SHARA endowment account, held by the South Haven Community Foundation. The account now has a balance of \$10,000.

- d) The board discussed the SHARA Fiscal Year 2014 budget amendment. Dissette presented the budget amendment, and noted increased revenues for the year.

**Motion by Getman, seconded by McClendon to approve the SHARA Fiscal Year 2014 budget amendment. All in favor, motion carried.**

- e) The board received an update on the proposed Fiscal Year 2015 budget proposal. No action was taken on the proposal.

**7. SHARA Board reviewed the 2015 meeting schedule:**

The board was provided the proposed 2015 meeting schedule. Resolution 2014-05 was prepared to set the 2015 SHARA meeting schedule.

**Motion by Getman, seconded by Fitzgibbon to approve Resolution 2014-05, a resolution setting the 2015 SHARA meeting schedule. All in favor, motion carried.**

**8. SHARA Board received an update on the grant application status for the Pilgrim Haven Project:**

The board was provided an update on the status of the two pending grant applications for the Pilgrim Haven park project, located in South Haven Charter Township. The two applications were submitted to the Michigan Department of Natural Resources (MDNR.) Dissette noted that the MDNR grant applications have been reviewed and graded by the MDNR staff. The applications will be considered by the Michigan Natural Resources Trust Fund Board, in mid-December, 2014. Dissette noted that he is hopeful that the MDNR will agree to fund the applications.

**8. Staff member comments:**

No comments.

**9. Board member comments:**

Fitzgibbon encouraged the board to continue looking towards the future. No further board comments.

**10. Adjourn**

**Motion by Getman, seconded by Fitzgibbon to adjourn the meeting. All in favor, motion carried. The meeting was adjourned at 3:22 p.m.**

Respectfully submitted by,

Brian Dissette  
City Manager, City of South Haven

# South Haven Area Recreational Authority (SHARA)

ID # 45-2387500

<u>Date</u>	<u>Check #</u>	<u>Description</u>	<u>Deposit</u>	<u>Withdrawal</u>	<u>Balance</u>
					80,269.32
23-Jan-14	Deposit	City of South Haven SHARA Support	8,806.00		89,075.32
31-Jan-14	Deposit	Chemical Bank January Interest	7.07		89,082.39
28-Feb-14	Deposit	Chemical Bank February Interest	6.83		89,089.22
			<u>8,819.90</u>	<u>0.00</u>	
25-Mar-14	Deposit	City of South Haven SHARA Support	17,250.00		106,339.22
31-Mar-14	Deposit	Chemical Bank March Interest	7.85		106,347.07
30-Apr-14	Deposit	Chemical Bank April Interest	8.74		106,355.81
			<u>17,266.59</u>	<u>0.00</u>	
22-May-14	1118	Vredeveld Haefner, LLC Inv#3055/Audit 12/31/13		2,100.00	104,255.81
31-May-14	Deposit	Chemical Bank May Interest	9.03		104,264.84
30-Jun-14	Deposit	Chemical Bank June Interest	8.58		104,273.42
			<u>17.61</u>	<u>2,100.00</u>	
31-Jul-14	Deposit	Chemical Bank July Interest	8.86		104,282.28
31-Aug-14	Deposit	Chemical Bank August Interest	8.86		104,291.14
			<u>17.72</u>	<u>0.00</u>	
30-Sep-14	Deposit	Chemical Bank September Interest	8.57		104,299.71
7-Oct-14	1119	U.S. Liability Insurance Co. May Interest		340.00	103,959.71
31-Oct-14	Deposit	Chemical Bank October Interest	8.84		103,968.55
			<u>17.41</u>	<u>340.00</u>	
17-Nov-14	Deposit	South Haven Charter Township SHARA Support	7,966.00		111,934.55
30-Nov-14	1119	Chemical Bank November Interest	8.85		111,943.40
31-Dec-14	Deposit	Chemical Bank December Interest	9.51		111,952.91
			<u>7,984.36</u>	<u>0.00</u>	

City of South Haven  
SHARP Cast Receipts & Expenditures

	Donations	Bank Int or Fee	Expenses	Lease Payment	Applied to Land Purchase	Administrative Assistant	Cash Balance
Nov-02	2,650.00	2.57					2,652.57
Dec-02	100.00	2.52					2,755.09
Jan-03		1.55					2,756.64
Feb-03		1.88					2,758.52
Mar-03		1.20					2,759.72
Apr-03		1.47					2,761.19
May-03	200.00	2.04					2,963.23
Jun-03	644.00	2.84					3,610.07
Jul-03		2.46					3,612.53
Aug-03		2.13					3,614.66
Sep-03		2.67					3,617.33
Oct-03		2.85					3,620.18
Nov-03	1,000.00	5.08					4,625.26
Dec-03		2.89					4,628.15
Jan-04	10,605.00	6.91	849.00				14,391.06
Feb-04	1,933.48	11.33	290.33				16,045.54
Mar-04	5,037.00	12.53	110.35				20,984.72
Apr-04	220.00	12.21	36.25				21,180.68
May-04	1,779.35	10.66	191.91				22,778.78
Jun-04	300.00	18.75	300.00				22,797.53
Jul-04	6,170.00	20.47	4,000.00				24,988.00
Aug-04	200.00	20.55	5,250.00				19,958.55
Sep-04	98.60	22.56	1,250.00				18,829.71
Oct-04	200.00	20.74	10.35				19,040.10
Nov-04	662.00	24.38					19,726.48
Dec-04	5,000.00	24.53					24,751.01
Jan-05	5,315.51	31.65	4,522.08				25,576.09
Feb-05		34.06					25,610.15
Mar-05	4,307.93	40.80	60.00				29,898.88
Apr-05		38.93					29,937.81
May-05		67.53					30,005.34
Jun-05	1.59	41.81					30,048.74
Jul-05		40.18					30,088.92
Aug-05		40.74					30,129.66
Sep-05	426.59	49.54					30,605.79
Oct-05		85.37			7,500.00		23,191.16
Nov-05		43.30	800.00				22,434.46
Dec-05	1.59	46.81	3,000.00				19,482.86
Jan-06		46.60	2,141.50				17,387.96
Feb-06		36.99	962.24				16,462.71
Mar-06		35.94	21.00				16,477.65
Apr-06	1.65	36.51	9.85				16,505.96
May-06		23.02	296.26				16,232.72
Jun-06	351.65	18.20			7,500.00		9,102.57
Jul-06		15.18					9,117.75
Aug-06		16.99					9,134.74
Sep-06	1.65	43.09					9,179.48
Oct-06		27.12	1.35				9,205.25
Nov-06		20.69					9,225.94

City of South Haven  
SHARP Cast Receipts & Expenditures

	Donations	Bank Int or Fee	Expenses	Lease Payment	Applied to Land Purchase	Administrative Assistant	Cash Balance
Dec-06		33.55	2,500.00				6,759.49
Jan-07		76.90	2,500.00				4,336.39
Feb-07	1.65	32.17					4,370.21
Mar-07		29.94	2,897.58				1,502.57
Apr-07	101.71	20.95					1,625.23
May-07	1,923.00	18.83	2,500.00				1,067.06
Jun-07	1.71		2,594.28				(1,525.51)
Jul-07	100.00		2,541.77				(3,967.28)
Aug-07	1,050.00		2,509.65				(5,426.93)
Sep-07			2,540.34				(7,967.27)
Oct-07	1,001.71		2,552.20				(9,517.76)
Nov-07	1,000.00		2,566.53				(11,084.29)
Dec-07	106,434.00	96.05	5,115.31				90,330.45
Jan-08	5,566.12	157.92					96,054.49
Feb-08	2,600.00		4,459.77		95,896.57		(1,701.85)
Mar-08	4,515.00		2,770.16		42.99		(0.00)
Apr-08	1,380.47		2,500.95				(1,120.48)
May-08	5,500.00	1.66			4,381.18		0.00
Jun-08	1,239.27	33.38	36.47			1,076.13	160.05
Jul-08	11,700.00	35.93					11,895.98
Aug-08	100.00	2.20	42.91		9,000.00	1,285.67	1,669.60
Sep-08	5,500.00	48.75	43.68		5,000.00	905.65	1,269.02
Oct-08	650.00	2.77	74.91			976.68	870.20
Nov-08		0.49	36.93			216.65	617.11
Dec-08	10,000.00	38.28	2,318.72			198.89	8,137.78
Jan-09	90,686.47	9.26	32.24		90,000.00	799.10	8,002.17
Feb-09	350.00	6.21	68.30			699.66	7,590.42
Mar-09	1,000.00	6.70	28.14			720.97	7,848.01
Apr-09	11,090.00				10,000.00	703.21	8,234.80
May-09	2,285.00		28.12			443.95	10,047.73
Jun-09	57,601.89	11.08	1,637.29		60,245.77	287.68	5,489.96
Jul-09	62,300.00		29.92		65,000.00		2,760.04
Aug-09	71,998.00	0.43	772.50		70,000.00		3,985.97
Sep-09	7,036.66	2.45	507.50				10,517.58
Oct-09	27,906.00	1.54	446.25				37,978.87
Nov-09		9.92	473.15				37,515.64
Dec-09	3,333.34	1.91	2,780.00				38,070.89
Jan-10	5,060.00	3.86					43,134.75
Feb-10	360.00	3.44	376.26				43,121.93
Mar-10		6.81	136.32				42,992.42
Apr-10	6,435.12	3.93	581.88				48,849.59
May-10		2.62	365.00				48,487.21
Jun-10		3.63	1,956.95				46,533.89
Jul-10	1,000.00	2.33					47,536.22
Aug-10	1,000.00	2.65	827.25				47,711.62
Sep-10	105.00	3.17					47,819.79
Oct-10		5.90					47,825.69
Nov-10	100,500.00	5.03					148,330.72
Dec-10	1,666.67	9.15	40,062.29				109,944.25

City of South Haven  
SHARP Cast Receipts & Expenditures

	Donations	Bank Int or Fee	Expenses	Lease Payment	Applied to Land Purchase	Administrative Assistant	Cash Balance
Jan-11	40,500.00	9.71	8.50				150,445.46
Feb-11		8.91	40,000.00				110,454.37
Mar-11	40,100.00	5.08	15.87				150,543.58
Apr-11	14,640.00	4.34					165,187.92
May-11		4.94	14,640.00				150,552.86
Jun-11	375.00	3.90					150,931.76
Jul-11		0.95					150,932.71
Aug-11		0.53	5,000.00				145,933.24
Sep-11	100.00	1.20	4,019.03				142,015.41
Sep-11	-375.00 *						141,640.41
Oct-11			100,000.00				41,640.41
Oct-11		5.00					41,645.41
Oct-11			700.00				40,945.41
Nov-11	100.00	2.29	500.00				40,547.70
Dec-11		2.61	2,856.00				37,694.31
Jan-12	1,666.67	0.68	1,837.83				37,523.83
Feb-12		0.37	1,763.21				35,760.99
Mar-12		1.25	1,408.14				34,354.10
Apr-12			4,137.31				30,216.79
May-12			3,359.15				26,857.64
Jun-12		1.33	2,020.09				24,838.88
Jul-12		0.13	1,400.00				23,439.01
Aug-12			1,436.03				22,002.98
Sep-12		1.40	1,400.36				20,604.02
Oct-12		-0.17	-3,782.50				24,386.35
Nov-12		-0.09					24,386.26
Dec-12		-0.16	1.26				24,387.36
Jan-13							24,387.36
Feb-13							24,387.36
Mar-13		1.26					24,388.62
Apr-13							24,388.62
May-13							24,388.62
Jun-13							24,388.62
Jul-13							24,388.62
Aug-13							24,388.62
Sep-13		1.32					24,389.94
Oct-13							24,389.94
Nov-13							24,389.94
Dec-13							24,389.94
Jan-14							24,389.94
Feb-14							24,389.94
Mar-14		1.38					24,391.32
Apr-14							24,391.32
May-14							24,391.32
Jun-14		1.38					24,392.70
Jul-14							24,392.70
Aug-14							24,392.70
Sep-14		1.44					24,394.14
Oct-14		1.44					24,395.58

City of South Haven  
 SHARP Cast Receipts & Expenditures

	Donations	Bank Int or Fee	Expenses	Lease Payment	Applied to Land Purchase	Administrative Assistant	Cash Balance
Nov-14							24,395.58
Dec-14				9,230.00			33,625.58

\* June contribution from Entergy made in error ( they requested money be refunded)

\*\* Reimbursement for audit & fee expenses

Donations	Interest Earnings	Expenses	Applied to Land Purchase	Administrative Assistant	Cash Balance
756,393.05	1,915.03	301,034.27	424,566.51	8,314.24	24,393.06

Land Purchase Price 424,566.51

<b>Loan Balance Remaining</b>	<b>0.00</b>
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**SOUTH HAVEN AREA RECREATION AUTHORITY  
PROPOSED BUDGET  
FOR THE CALENDAR YEAR JANUARY 1 TO DECEMBER 31, 2015**

**REVENUES:**

CITY OF SOUTH HAVEN	\$2 Per Capita	\$ 8,806
SOUTH HAVEN CHARTER TWP	\$2 Per Capita	\$ 7,966
FARM LEASE REVENUE	\$160 X 96	\$ 15,360
INTEREST INCOME		\$ 100

TOTAL REVENUES	<u>\$ 32,232</u>
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**EXPENSES:**

ADMINISTRATIVE COSTS	\$ 5,000
INSURANCE	\$ 500
AUDIT	\$ 2,200
PROFESSIONAL FEES - CONSULTING	\$ 18,671
PROPERTY TAXES & MAINTENANCE	\$ 5,860
ANNUAL LEASE PAYMENT	\$ 1

TOTAL EXPENSES	<u>\$ 32,232</u>
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SURPLUS	\$ -
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# MEMORANDUM

DATE: March 13, 2015  
TO: SHARA Board  
FROM: Brian Dissette, City Manager

SUBJECT: Grant application to the Michigan Department of Natural Resources  
Recreation Passport Grant Program for Pilgrim Haven Phase I  
Development Project

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## Background Information

The South Haven Area Recreation Authority (SHARA) has successfully submitted an application to the Michigan Department of Natural Resources - Michigan Department of Natural Resources Small Development Grant Program, in the amount of \$100,000 (\$50,000 from SHARA and \$50,000 from the State of Michigan) for Phase I development improvements at Pilgrim Haven Natural Area. As part of the grant agreement, SHARA will need a formal agreement with the Southwest Michigan Land Conservancy (SWMLC) for access and development rights to the Pilgrim Haven Natural Area. SHARA will be asked to approve a conservation, recreation, and public easement agreement with SWMLC for the use of the Pilgrim Haven Natural Area.

City staff has worked with the SHARA Chair, Mr. Ross Stein, and representatives from SWMLC to develop and review the proposed easement agreement. The document has been reviewed by the city's attorney and by SWMLC's attorney and found to be acceptable. Further, representatives from the Michigan Department of Natural Resources have approved the easement agreement. As a result, staff recommends that SHARA formally approve the easement agreement, as presented.

Upon completion of the easement agreement, SHARA and SWMLC can proceed with pursuing the grant agreement with the Michigan Department of Natural Resources. Staff anticipates the grant agreement is likely to be available for the SHARA Board's review in the summer of 2015. As part of the grant agreement, the SHARA Board will be asked to review and consider the maintenance agreement, professional services agreement, discuss the estimated construction timeline, and develop a maintenance agreement between SHARA and SWMLC for the site.

## Recommended Board Action

The SHARA Board should consider approval of the conservation, recreation, and public easement agreement with the Southwest Michigan Land Conservancy for access and development rights to the Pilgrim Haven Natural Area.

## Support Material

DRAFT Pilgrim Haven Easement

**CONSERVATION, RECREATION AND PUBLIC ACCESS EASEMENT  
PILGRIM HAVEN NATURAL AREA**

Pursuant to Part 21, Subpart 11 of the Natural Resources and  
Environmental Protection Act, 1994 PA 451 as amended, MCL 324.2140 *et seq.*

**DATE:** August 13, 2014

**GRANTOR:** **Southwest Michigan Land Conservancy**, a Michigan non-profit corporation (hereafter “Grantor”), whose address is 6851 S. Sprinkle Road, Portage, Michigan 49002.

**GRANTEE:** **South Haven Area Recreation Authority**, (hereafter “Grantee”), whose address is: 09761 Blue Star Memorial Highway, South Haven, Michigan 49090.

**PROPERTY:** See Exhibit “A”

**CONVEYANCE:**

Grantor conveys to Grantee a perpetual Conservation, Recreation and Public Access Easement over the Property pursuant to Part 21, Subpart 11 of the Natural Resources and Environmental Protection Act, MCL 324.2140 *et seq.*, in order to assure that it will forever be retained in its predominantly natural condition, that public access compatible with natural resource protection will be provided, and that any use of the Property that significantly impairs or interferes with the Conservation Values of the Property will be prohibited.

For and in consideration of the sum of **One dollar and no/100ths Dollars (\$1.00)** the receipt and sufficiency of which is hereby acknowledged, together with the mutual covenants recited below and other good and valuable consideration, Grantor does hereby grant and convey to Grantee a perpetual non-exclusive Conservation, Recreation and Public Access Easement over, under, upon and across the Property subject to the following terms and conditions.

**THE GRANTOR AND THE GRANTEE AGREE TO THE FOLLOWING:**

**1. PURPOSES.**

- A. This Conservation, Recreation and Public Access Easement assures that the Property will be perpetually preserved in its predominately natural, scenic, forested, and open space condition. The purpose of this Conservation, Recreation and Public Access Easement is to protect the Property's natural resources and watershed values; to maintain and enhance biodiversity; to retain high quality habitat for native plants and animals; and to maintain and enhance the natural features of the Property, as described in Sections 2 and 3. Further, the purpose of this Conservation, Recreation and Public Access Easement is to provide public access to the Property for recreational and educational uses, including beach going, hiking, kayaking, picnicking, and special events; all of which are compatible with natural resources protection as more particularly defined in this document.
- B. The Grantor is the owner and manager of the Property and is committed to preserving the Conservation Values as stated in this Conservation, Recreation and Public Access Easement. Grantor warrants to Grantee that it owns sufficient marketable title to convey this Conservation, Recreation and Public Access Easement, subject to all restrictions, encumbrances, easements, right of ways or other rights of record. The Grantee agrees to limit use of the Property to activities consistent with the Purposes of this Conservation, Recreation and Public Access Easement and the preservation of the Conservation Values. The Grantee is a qualified holder of this Conservation, Recreation and Public Access Easement and will preserve the Conservation Values of the Property and uphold the terms of this Conservation, Recreation and Public Access Easement.

**2. CONSERVATION VALUES.**

The Property possesses natural, scenic, open space, biological, and ecological values of prominent importance to the Grantee, the Grantor, and the public. These values are referred to as the "Conservation Values" in this Conservation, Recreation and Public Access Easement. The Conservation Values include, but are not limited to, the following:

- A. Significant natural habitat in which wildlife, plants and ecosystems which support them thrive in a natural state.
- B. Approximately 800 feet of undeveloped shoreline on Lake Michigan.
- C. A diversity of habitats including freshwater dunes, mixed dry forest, riparian forest and open meadow.
- D. Dune habitat for native species which depend on the fragile, shifting sands of active dune systems.

- E. Valued native forest land supporting diverse native species, composed of trees of many age classes and structural diversity, including a quality multi-story canopy, mid-story and ground layer with standing dead trees and downed logs.
- F. Habitat for a diversity of avian and terrestrial species including Species of Special Concern to the State of Michigan.
- G. Native forested back dune providing high quality forest habitat along the Lake Michigan migratory bird flyway, a unique and vulnerable resource.
- H. The largest remaining undeveloped parcel fronting Lake Michigan in Charter Township of South Haven in a transitional dune area between larger sand dunes to the south and clay bluffs farther north along the Lake Michigan shoreline.
- I. Over 1,000 feet of Dyckman Creek runs through the site, a partially channelized, partially naturalized, clay bottom tributary to Lake Michigan, featuring high floristic quality along its riparian corridor.
- J. Scenic and dramatic views of Lake Michigan and distant shorelines which provide significant public recreational benefit, as well as scenic and dramatic views of the property from the water.
- K. Dunes and hillsides with slopes greater than 50%. These slopes are highly susceptible to erosion damage and accelerated storm water runoff that could adversely affect water quality if trees or other vegetation were removed.
- L. Low, gradual sloping dunes conducive to universally accessible Lake Michigan beach access, desired by the public, and by South Haven Area Recreation Authority, City of South Haven, Charter Township of South Haven and the Michigan Departments of Environmental Quality and Natural Resources.
- M. The Grantee may acquire other valuable property rights in nearby or adjacent properties to expand the Conservation Values preserved by this Conservation, Recreation and Public Access Easement.

**3. BASELINE DOCUMENTATION.**

Specific Conservation Values of the Property have been documented in a Coastal Conservation Master Plan (CCMP) signed by the Grantor (dated March 2014, or as amended, and on file at the offices of the Grantor and incorporated by reference into this document). This “Master Plan” consists of reports, maps, photographs, and other documentation that the parties agree provides a reasonably accurate representation of the Property at the time of this grant and which is intended to assist as an objective information baseline for monitoring compliance with the terms of this grant.

**4. PROHIBITED USES.**

Any activity on or use of the Property which is inconsistent with the Purposes of this Conservation, Recreation and Public Access Easement or which impairs or destroys the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are expressly prohibited:

- A. Division. Any division or subdivision of the Property is prohibited, except as permitted in Section 5.
- B. Commercial Activities. Any commercial activity on the Property is prohibited, except for activities permitted in Section 5.
- C. Industrial Activities. Any industrial activity on the Property is prohibited.
- D. Construction. The placement or construction on the Property of any human-made modification, such as buildings, structures, signs, stairs, fences, bridges, dams, communication towers and apparatus, roads and parking lots is prohibited, except as permitted in Section 5.
- E. Cutting Vegetation. Cutting down or otherwise destroying or removing trees or other vegetation whether living or dead is prohibited, except as permitted in Section 5.
- F. Mineral Development and Land Surface Alteration. Any mining or alteration of the surface of the land is prohibited, including the removal of any substance that must be quarried or removed by methods that will consume or deplete the surface, including, but not limited to, the removal of topsoil, sand, gravel, rock, and peat except where permitted for on-site infrastructure development as described in Section 5. In addition, exploring for, developing, storing and extracting oil, gas, hydrocarbons or petroleum products is prohibited.
- G. Dumping. Processing, storage, dumping, or disposal of liquid or solid waste, refuse, or debris on the Property is prohibited, except for human waste in a properly designed and authorized waste treatment system; natural materials originating from the Property for on-site composting; and temporary collection of waste generated from recreational or educational use of the Property in on-site receptacles.
- H. Water Course or Water Resources Alteration. Natural water courses, lakes, wetlands, or other bodies of water shall not be altered, except for the installation of universally accessible lake access, erosion control structures or other restoration measures in accordance with a Property Management Plan as specified in Paragraph 5K and Section 7, and/or construction of creek revetments, bridges, or other overlooks in the stream corridor.
- I. Motorized Public Access. The Grantee shall not grant the public the right to use motorized vehicles on the Property, except on designated parking areas and access

roads for ingress and egress to parking areas as designated in the CCMP and for emergency management purposes.

- J. Interference with Grantor Rights. Grantee shall not undertake any use or activity that Grantor determines in its sole discretion to be detrimental to Grantor's retained rights to use and manage the property for purposes Grantor determines to be consistent with the Conservation Values.

## 5. **PERMITTED USES.**

Subject to the purposes of this Conservation, Recreation and Public Access Easement which are to protect conservation values and grant public access, the Grantor retains all ownership rights that are not expressly conveyed as follows and throughout this Conservation, Recreation and Public Access Easement. Grantee's exercise of all rights in this Section are subject to the Grantor's right of prior approval in Section 6 of the Conservation Easement. All easement rights granted to Grantee are non-exclusive. Grantor retains the right to use and manage the property for all other and/or similar purposes Grantor determines to be consistent with the Conservation Values, or to grant or assign third parties the rights to do so subject to the terms of this Conservation Easement. Any such third party rights shall not unreasonably interfere with SHARA's permitted use and activities at the property. Grantor assigns Grantee the following rights, subject to the terms of this Conservation Easement:

- A. Right to Public Access and to Manage Public Access. The Public has the right of access to the Property for recreational and educational purposes consistent with the Conservation Purposes. This access is for pedestrian use only; any other form of public access shall be consistent with the CCMP. The Grantee is awarded the right to manage public access to the Property, if necessary, to ensure that such access does not impair the Conservation Values protected by this Conservation, Recreation and Public Access Easement. This right includes, but is not limited to, channeling visitor use away from sensitive natural features, directing visitor use to prevent or minimize erosion or other detrimental effects on the natural resources, restricting access to unauthorized dumping areas, and restricting visitor access to protect restoration areas. The Grantee is awarded the right to manage and set rules for groups or activities in order to alleviate larger impacts on the Property, manage and set rules for types of public recreational use which may conflict with other visitors' use and enjoyment and restrict and set rules for public access to any permitted buildings, structures or Building Envelopes on the Property.
- B. Right to Add and Maintain Trails and other Access Structures. The Grantee is awarded the right to add and maintain trails in the approximate locations designated in the CCMP, for the purpose of providing low-impact recreational use. Trails may incorporate structures such as, but not limited to, walkways, ramps, beach matting, steps, stairs, bridges, boardwalks, benches, and overlook platforms to guide visitor access and protect sensitive areas.

- C. Right to Construct Parking Areas. The Grantee is awarded the right to construct and maintain parking areas on the Property to enhance visitor access provided such parking areas are located and designed in accordance with the CCMP and in a manner which minimizes impact on the Conservation Values. Impervious parking areas shall not encompass more than 10% of the overall site acreage, cumulatively.
- D. Right to Maintain and Mow Common Open Space. Grantee is awarded the right to manage vegetation for lawns, savanna, prairie, native plant gardens or a combination thereof. For the purposes of managing common open space, the Grantee may remove, trim, and mow the grass; plant and maintain native plantings; remove existing vegetation and stumps, and grow and harvest fruits, nuts, and vegetables.
- E. Right to Construct, Replace, Maintain and Renovate Informational Infrastructure. The Grantee is awarded the right to construct, maintain and replace recreational, informational and educational signage and small structures under 500 square feet each. This right includes, but is not limited to, the right to place kiosks or other structures to accommodate signs for the display of Property ownership, educational, historical, accessibility/circulation, public safety, or recreational information, as well as signs, plaques, beacons, buoys, monuments or other structures. Structures may include but are not limited to kiosks, picnic shelters, gazebos, warming huts, kayak/canoe landings, erosion walls or revetments, observation decks and platforms, outhouses, temporary restroom facilities and primitive camping pads, provided that any structures and/or signs do not adversely impact the conservation values protected by this Conservation, Recreation and Public Access Easement, and are consistent with the CCMP.
- F. Right to Construct and Maintain Driveways. The Grantee is awarded the right to construct and maintain driveways in the approximate locations designated in the CCMP to access designated structures and parking areas. Grantee is awarded the right to utilize driveways and created trails, bridges and boardwalks for forestry and other management and maintenance. Grantee additionally is awarded the right to maintain existing two-track roads or driveways as documented in the Baseline Documentation Report. Any road or driveway construction shall be completed in a manner that causes the least adverse impact on the Conservation Values of the Property.
- G. Right to Maintain Temporary Public Facilities. The Grantee is awarded the right to maintain temporary public restroom facilities along the south property line for use by visitors to the Preserve. These facilities shall not obstruct the view shed between the lake and parking lot and shall be located in close enough proximity to parking areas to be accessible for delivery, placement and maintenance activities.
- H. Right to Limited Land Surface Alteration. The Grantee is awarded the right to alter the land surface for infrastructure placement, repair and replacement and for

Property management and maintenance purposes, provided that such alteration is limited in scope and does not impair the Conservation Values. This includes the right to move and use topsoil, sand, gravel or rock as part of a permitted activity described in this Conservation Easement, and to move and use surface material within the Property for on-site use and management. When moving or using surface material under this paragraph, the Grantee shall restore the land surface appropriately.

- I. Right to Operate Motor Vehicles. The Grantee is awarded the right for its staff and agents to operate motorized vehicles on the Property for management, maintenance, recreational or educational purposes provided that such use does not adversely impact the Conservation Values.
- J. Right to Limit Vehicle Access. The Grantee is awarded the right to install gates, fences or other blockades necessary to restrict vehicle access. Any such structure will not interfere with public pedestrian access, nor with utility easements or ingress and egress easements of record.
- K. Right to Other Commercial Activity. The Grantee is awarded the right to conduct other commercial activities on the Property relating to education, recreation or natural resources conservation provided that the Grantor approves the activity, in accordance with Section 6. This includes the right of Grantee to authorize third-party commercial use if it does not unreasonably interfere with the public's rights of access or the Conservation Values.
- L. Right of Public Fishing Access. The Public shall have the right to fish from the Property shoreline subject to applicable state law and the terms of this Conservation Easement.
- M. Right to Sell or Transfer Interests. The Grantee is awarded the right to sell, or otherwise transfer, its interest in this Conservation, Recreation and Public Access Easement to another qualified holder of Conservation, Recreation and Public Access Easements as allowed by state and federal law. Grantee shall notify Grantor at least 90 days prior to such transfer.
- N. Right to Preserve. The Grantee is awarded the right to prevent a third party from undertaking any activity on or use of the Property that the Grantee deems inconsistent with the purposes outlined in Section 1 of this Conservation, Recreation and Public Access Easement or impairs or destroys the Conservation Values of the Property, except for activities or uses for which the third party has been granted written permission from the Grantor consistent with and subject to the terms of this Conservation Easement.
- O. Right to Require Restoration. The Grantee is awarded the right to require a third party to restore areas or features of the Property which are damaged by any

activity inconsistent with this Conservation, Recreation and Public Access Easement.

- P. Right to Place Signs. The Grantee is awarded the right to place signs for purposes of informing the public of rights granted in this Section 5, for public safety and for recognition of Grantee's contribution to the Property.

**6. GRANTOR APPROVAL.**

- A. Right to Review Plans. Prior approval by Grantor is required before Grantee undertakes any activities or use under this Conservation Easement, including approval of any Grantee plans regarding the design, placement, and construction of structures and roads and plans and policies for public access. The Grantor shall have 90 days to review and either approve the Grantee's Plans, or notify the Grantee of any deficiencies in the Plans. If the Grantor does not notify the Grantee within 90 days from the date of receipt, then the respective Plan is assumed to be approved, and Grantee may proceed with activities described in the Plan. The Grantor may disapprove only upon a reasonable determination by the Grantor that a proposed action or rule would be inconsistent with the purposes of this Conservation, Recreation and Public Access Easement; detrimental to the Conservation Values of the Property; or inconsistent with Grantor's intended use of the Property or easement rights Grantor grants to a third party. If Grantor disapproves a proposed action or rule, such action or rule shall not be included in the Plan and will not be undertaken or adopted. Management activities performed contrary to or prior to the approval of Plans are subject to the remedies described in Section 7 of this Conservation, Recreation and Public Access Easement.

**7. GRANTOR REMEDIES.** The Grantor has the following remedies:

- A. Delay in Enforcement. A delay in enforcement is not to be construed as a waiver of the Grantor's right to enforce the terms of this Conservation, Recreation and Public Access Easement.
- B. Acts Beyond Grantee's Control. The Grantor may not bring an action against the Grantee for modifications to the Property resulting from causes beyond the Grantee's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or Grantee's well-intentioned actions in response to an emergency resulting in changes to the Property. The Grantee has no liability under this Conservation, Recreation and Public Access Easement for such unintended modifications.
- C. Notice and Demand. If the Grantor reasonably believes that the Grantee is in violation of this Conservation, Recreation and Public Access Easement, or that a violation is threatened, the Grantor shall provide written notice to the Grantee.

The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, outline the corrective action necessary to restore the Property.

If the Grantor determines, at its sole discretion, that the violation constitutes immediate and irreparable harm, no written notice is required prior to the Grantor pursuing its legal remedies to prevent or limit impairment or destruction of the Conservation Values. In the event the Grantor sent written notification of the violation and during the 28 day cure period defined below, the violation constitutes immediate and irreparable harm, the Grantor may pursue its legal remedies without waiting for the cure period to expire.

- D. Failure to Act. If, within 28 days after written notice, the Grantee does not implement corrective measures requested by the Grantor the Grantor may pursue its remedies, including those described in this Paragraph. The Grantor shall retain the right to remediate, mitigate, or prevent the harm, or to directly implement the Plan for property use, including undertaking maintenance or repairs of structures or roads built in compliance with the Plan or enforcement of policies for public use and access. Grantor may recover all costs associated with activities in this paragraph from Grantee. In addition, Grantor shall also retain the right to bring an action in law or in equity to enforce the terms of the Conservation, Recreation and Public Access Easement. In the case of immediate or irreparable harm, or if Grantee is unable to be notified, the Grantor may invoke these remedies without notification and/or awaiting the expiration of the 28 day period. Grantor may seek to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Grantee to restore the Property. If the court determines that the Grantee has failed to comply with this Conservation, Recreation and Public Access Easement, the Grantee shall also reimburse the Grantor for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Grantor.
- E. Actual or Threatened Non-Compliance. The Grantor's rights to pursue remedies apply equally in the event of either actual or threatened violations of the terms of this Easement. The Grantor may pursue any remedy at law without the necessity of proving either actual damages or the inadequacy of otherwise available remedies.
- F. Cumulative Remedies. The preceding remedies of the Grantor are cumulative. Any or all of the remedies may be invoked by the Grantor if there is an actual or threatened violation of this Conservation, Recreation and Public Access Easement.
- G. Third Party Assignment. The Parties agree that Grantor may assign the non-exclusive right to exercise any or all of Grantee's rights and duties under this

Section to a third party, subject to the terms of this Conservation Easement. Any such third party shall have similar purposes as Grantee.

8. **CESSATION OF EXISTENCE.** If the Grantee ceases to exist, or if the Grantee is no longer authorized to acquire and hold Conservation, Recreation and Public Access Easements, then this Conservation, Recreation and Public Access Easement shall become vested in another qualified entity. Such entity to which Grantee's rights and responsibilities are assigned must have similar purposes as Grantee.
9. **RELEVANT PUBLIC POLICY.** The State of Michigan has recognized the importance of protecting our natural resources as delineated in the Constitution of the State of Michigan, 1963, Article IV, Section 52: “The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction.”

The Property is preserved pursuant to a clearly delineated federal and state conservation policy and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:

- Conservation and Historic Preservation Easement, Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL § 324.2140 *et seq.*;
  - Sand Dune Protection and Management, Part 353 of the Michigan Natural Resources and Environmental Protection Act - MCL 324.35301 *et seq.*;
  - Coastal Zone Management Act, 16 USC 1451 *et seq.*;
  - Shorelands Protection and Management, Part 323 of the Michigan Natural Resources and Environmental Protection Act - MCL 324.32301 *et seq.*;
  - Great Lakes Preservation, Part 327; Great Lakes Protection, Part 329; and Regional Great Lakes Protection Fund, Part 331 of the Michigan Natural Resources and Environmental Protection Act - MCL 324.32701 *et seq.*; MCL 324.32901 *et seq.*; and MCL 324.33101 *et seq.*, respectively;
  - Coastal Beach Erosion, Part 333; and Flood Drainage and Beach Erosion Control, Part 337 of the Michigan Natural Resources and Environmental Protection Act - MCL 324.33301 *et seq.*; and MCL 324.33701 *et seq.*, respectively;
  - Soil Erosion and Sedimentation Control, Part 91; and Soil Conservation Districts, Part 93 of Michigan Natural Resources and Environmental Protection Act – MCL 324.9101 *et seq.*; and MCL 324.9301 *et seq.*, respectively; and
  - Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act - MCL §§324.35501-35506.
10. **NO THIRD PARTY RIGHTS.** This Conservation, Recreation and Public Access Easement grants specific rights to the Grantee, on behalf of the public, as stated in this Conservation, Recreation and Public Access Easement. No third party rights are created or intended to be conveyed in this Conservation, Recreation and Public Access Easement,

specifically including any easements or dedications, implied or otherwise, of public parkland.

11. **LIBERAL CONSTRUCTION.** This Conservation, Recreation and Public Access Easement is to be liberally construed in favor of preserving the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Subpart 11 of Part 21 of the Michigan Natural Resources and Environmental Code MCL 324.2140 *et seq.*
12. **NOTICES.** For purposes of this agreement, notices may be provided to either party by personal delivery or by mailing a written notice to the party (at the address shown at the top of this agreement, or at last known address of a party) by First Class mail. All notices are deemed to have been duly given when hand delivered or when deposited, properly addressed, with the US Postal Service with sufficient pre-paid postage.
13. **SEVERABILITY.** If any portion of this Conservation, Recreation and Public Access Easement is determined to be invalid, the remaining provisions will remain in force.
14. **SUCCESSORS.** The covenants, terms, conditions, and restrictions of this Conservation, Recreation and Public Access Easement are binding upon, and inure to the benefit of, Grantor's and Grantee's respective representatives, successors, assigns and agents and constitute a servitude running in perpetuity with the Property regardless of whether any future conveyance of the Property expressly refers to this Conservation, Recreation and Public Access Easement.
15. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's future rights and obligations under this Conservation, Recreation and Public Access Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.
16. **MICHIGAN LAW.** This Conservation, Recreation and Public Access Easement will be construed in accordance with Michigan Law.
17. **EXHIBITS.** This Conservation, Recreation and Public Access Easement includes and incorporates the following Exhibits:
  - A. Exhibit A – Legal Description of Property
  - B. Exhibit B – Property Map/CCMP Design Plan Diagram
18. **NO MERGER.** This Conservation, Recreation and Public Access Easement must never merge with the Grantor's interest in the Property. Neither party will convey their interests in such a way as to cause a merger of interests between the Conservation, Recreation and Public Access Easement and remaining fee rights.

**19. ENTIRE AGREEMENT.** This Conservation, Recreation and Public Access Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

GRANTOR:  
Southwest Michigan Land Conservancy

By: \_\_\_\_\_  
Peter D. Ter Louw  
Its: Executive Director

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_

Acknowledged before me on June \_\_\_\_\_, 2015 by Peter D. Ter Louw, known to me to be the Executive Director of the Southwest Michigan Land Conservancy.

\_\_\_\_\_  
, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My commission expires:  
Acting in the County of \_\_\_\_\_

GRANTEE:  
South Haven Area Recreation Authority

By: \_\_\_\_\_  
Ross Stein  
Its: Chairman

STATE OF MICHIGAN

COUNTY OF VAN BUREN

Acknowledged before me on June \_\_\_\_\_, 2015 by Ross Stein, known to me to be the Chairman of the South Haven Area Recreation Authority.

\_\_\_\_\_, Notary Public  
State of Michigan, County of Van Buren  
My Commission Expires:  
Acting in the County of Van Buren

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
Geoffrey Cripe  
Director of Land Protection  
Southwest Michigan Land Conservancy  
6851 S. Sprinkle Road  
Portage, MI 49002

**Tax parcel number:** 80-17-028-032-00

Recording Fee: \_\_\_\_\_ Transfer Tax: \_\_\_\_\_

**Exhibit A**  
**Pilgrim Haven Conservation, Recreation and Public Access Easement**

**Legal Description**

Grantor is the owner of certain real property commonly known as the Pilgrim Haven Property located in the Township of South Haven, Van Buren County, Michigan (the "Property") described as follows:

Beginning on the North and South quarter line of Section 28, Town 1 South, Range 17 West, at a point 51.48 feet North of the center of the Section; thence North 88 degrees 58 minutes 30 seconds West 1805.77 feet to a point on an intermediate traverse line along Lake Michigan; thence on said traverse line North 21 degrees 14 minutes 15 seconds East 784.71 feet; thence South 77 degrees 48 minutes East, 1033.15 feet; thence South 88 degrees 58 minutes 30 seconds East, 511.50 feet to the quarter line; thence South on said quarter line, 563.24 feet to the place of beginning, together with all land lying between the North and South boundary lines extended Westerly from said intermediate traverse line and the shore Lake Michigan, together with all riparian rights.

Property address: 17450 77<sup>th</sup> St., South Haven, MI





## Agenda Item 7

### SHARP Farm Lease Agreement

#### Background Information:

The City Council will be asked to authorize the City Manager to issue a farm lease agreement for the city's property in Casco Township.

The City of South Haven owns approximately 96 acres of farmland in Casco Township, located north of 103<sup>rd</sup> Street and 71<sup>st</sup> Street. The property is generally known as the "SHARP Park." The property was purchased by the City of South Haven using community donations for the development of a recreation facility. The SHARP property has been leased to the South Haven Area Recreation Authority "SHARA" for the development of a recreation facility. SHARA has discussed the property and noted that funds are not currently available to construct improvements to the site. As a result, SHARA has expressed support for the property being farmed during the 2015 farming season. The benefits to farming the property are twofold: 1) the farm lease will generate revenue; 2) the farming work will provide maintenance to the property, through the removal of trash/debris from the site.

The city's staff has prepared an updated farm lease agreement, with Mr. Matthew Hamlin, which will pay \$160.00 per tillable acre. The lease calls for GPS data to confirm the total tillable acreage of the property. The city's staff has met with Mr. Hamlin and found him to be in agreement with the terms of the lease. The city's staff has consulted with SHARA about the farm lease agreement, and found the board to be supportive of the farm lease. Finally, the city's staff has consulted with Casco Township's Assessor and confirmed that the farm lease agreement will force the SHARP site to be added to the township's tax roll. Staff has confirmed that the farm lease revenue should generate approximately \$9,350 in net revenue (after maintenance and tax expenses are paid.)

Should the lease agreement proceed, staff will plan to deposit the lease revenue into the SHARP account. A portion of the lease revenue will be used to pay the taxes for the SHARP property.

#### Recommendation:

Should the City Council wish to allow the farm lease agreement for the SHARP site, the Council should consider a motion to authorize staff to proceed with the lease agreement.

#### Support Material:

DRAFT SHARP Farm Lease

## **FARM LEASE**

### Section I. Date, Contracting Parties, Description of Property and Terms of the Lease:

1. On the date of January \_\_, 20\_\_ this lease is between the City of South Haven herein called the Landlord, and Matthew Hamlin, 846 64<sup>th</sup> Street, South Haven, MI 49090, (phone: (616) 836-1778) herein called the Renter.
2. The Landlord hereby leases to the Renter to occupy and use for agricultural purposes only, consisting of approximately 96 acres north of 103<sup>rd</sup> Street and 71<sup>st</sup> (referred to as the SHARP Park) in Casco Township in Allegan County, MI.
3. This lease shall be for a period of one growing season, terminating in December 20\_\_.

### Section II. Amount of Rent and Time of Payment:

1. The annual cash rent shall be \$160.00/tillable acre, paid by December 15<sup>th</sup> of the year cropped.
2. The parties agree that if the crop/harvest is interrupted so as to accommodate further development of the property, the City will agree to reimburse the "farmer" for his costs plus a factor, say 10%, or at a discount to the prevailing market rate.
3. The parties agree that the total tillable acreage of the site shall be verified using GPS to measure the site.

### Section III. The Landowner Agrees To:

1. Furnish the land and the improvements located thereon referred to in Section I.
2. Pay all the taxes and the assessments against the real estate and all taxes on the Landowner's personal property on the farm.

### Section IV. The Renter Agrees To:

1. Follow the farming practices that are generally recommended for and are best adapted type of farm and for this locality unless other practices are agreed upon.
2. Furnish all labor, power machinery, moveable equipment, all operation and maintenance expenses therefore to plant, cultivate, and harvest the crop.
3. Follow generally recommended practices in plowing, planting and cultivating to prevent excessive loss of soil and water through sheet erosion. Control gullies in their early stages.
4. Neither assign this lease to any person or persons nor sublet any part of the real estate for any purpose without notice to the Landowner.
5. Yield peaceable possession of the farm at the termination of this lease.
6. Not burn cornstalks, straw or other crop residue grown upon the property.
7. Hold Landowner harmless against any damages to persons or property sustained while conducting farming activities.

### Section V. Rights and Privileges:

1. The Landowner or anyone designated by him shall have the right of entry at any mutually convenient time to inspect his property and/or the farming methods being used.

Section VI. Enforcements of Agreements:

1. Failure of either the Landowner or the Renter to comply with the agreements set forth in this lease shall make him liable for damages to the other party. Any claim by either party for such damages shall be presented, in writing, to the other party, at least 30 days before the termination of this lease.
2. If either or both of the parties to this lease die during the term of the lease, the provisions of this lease shall be binding on the heirs, executors, administrators, and assigns of the party or parties involved.

IN WITNESS WHEREOF, this lease has been signed the date first above written.

**LANDOWNER:** \_\_\_\_\_

**NOTARY:** \_\_\_\_\_

**RENTER:** \_\_\_\_\_

**NOTARY:** \_\_\_\_\_



# South Haven Area Recreation Assessment

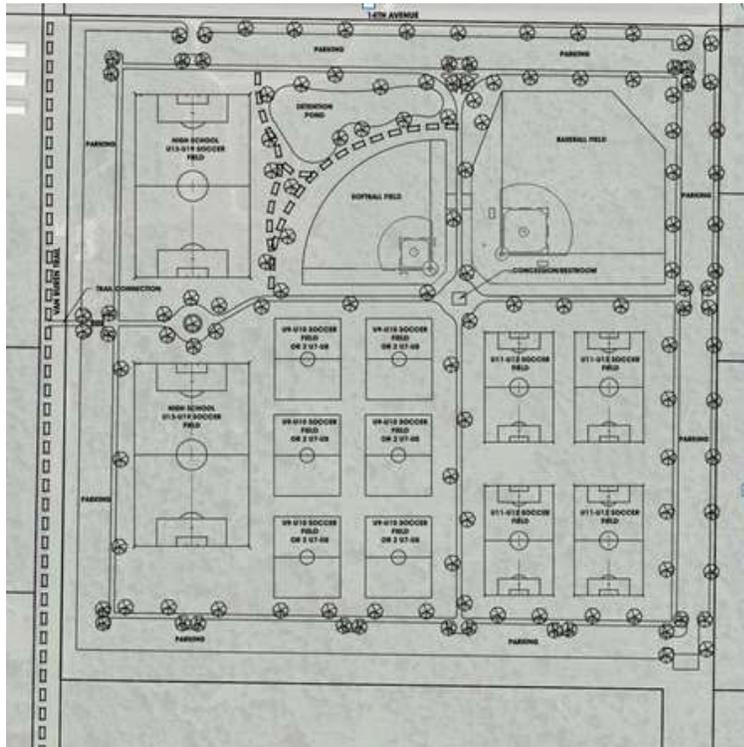
March 2015

## Background

The services of Abonmarche's land development and recreational professionals were secured to assess three parcels of property for the development of various athletic fields for area residents and visitors to be able to participate in the sports of soccer, baseball and softball. Abonmarche used the model developed by GMB near South Haven High School for the study. There were only two changes from the GMB study that were done as part of the alternative site assessment. First, the size of some of the soccer fields were increased to the minimum size required for AYSO use. Secondly, it appeared the GMB plan relied on parking at the neighboring school to service the site, so increased parking was added to the plan around the site in a manner typical of such facilities. Following is an assessment of each of the three sites assessed by the project team.

### 14th Avenue Parcel:

Of the three sites analyzed, this site worked best from the perspective of available land and parcel layout from a cost and layout efficiency standpoint.



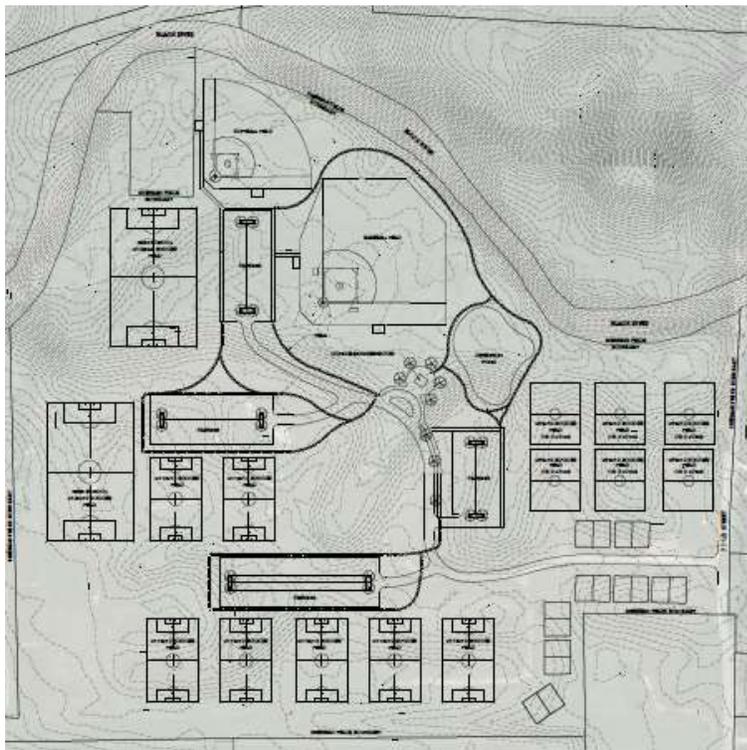
The Parcel is approximately 39.5 acres. It is bounded on the north by 14th Avenue and on the west by the Van Buren Trail. The proposed site plan includes parking on the perimeter of the site to minimize vehicular pedestrian conflicts.

The proposed site plan includes one baseball field and one softball field. The remainder of the site has proposed soccer facilities including six U9-U10 (or 12 U7-U8) fields, four U11-U12 fields, and two High School fields. There is a concession stand and restroom facility centrally located with accessible walkways connecting

all parking areas to the campus. There is a detention pond and a maintenance area. Shade trees have been included along the walkways and throughout the parcel. Existing perimeter landscaping would be preserved for buffering. Beyond the \$4.1 million that GMB estimated to develop the proposed concept, we estimate the cost to acquire the land necessary to undertake the proposed project on the proposed site would be between \$404,000 and \$450,000 based on factors including owner willingness, assessed value and current market conditions

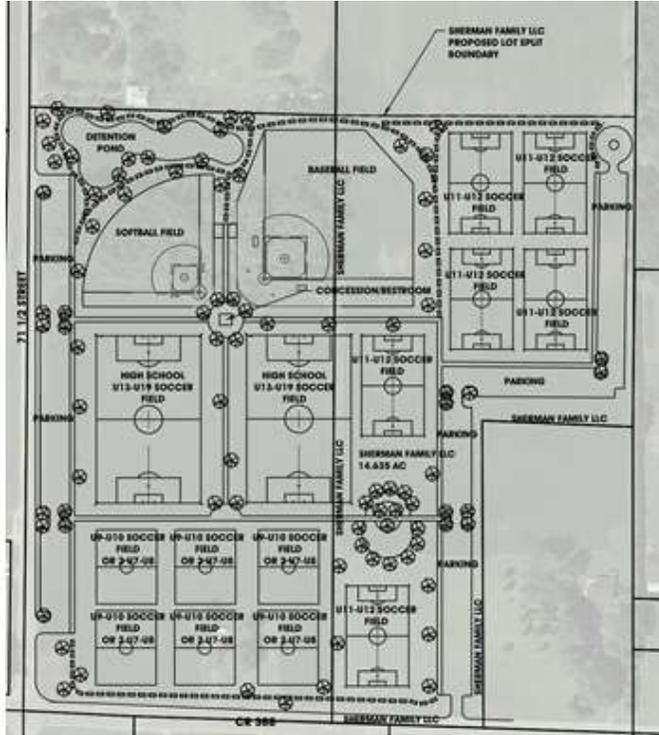
### **Sherman Hills Parcel**

The second parcel studied for the development of athletic fields was the former Sherman Hills Subdivision parcel. Abonmarche staff physically walked the property and referenced USGS maps to assess the viability of the site for the proposed development. Given the topographical challenges on the site it will be the most difficult to develop. Of the three sites analyzed, while the most difficult to develop, it also had the best location with its immediate proximity to the Black River for additional recreational opportunities but also the easy access near the Phoenix Road exit from I-196. When the layout was developed for the 58.4 acre site, we placed playing fields and parking in areas with less than 5% grade change across each area to be developed to minimize earth moving and retaining wall costs.



The proposed site plan includes one baseball field and one softball field. The remainder of the site has proposed soccer facilities including six U9-U10 (or 12 U7-U8) fields, seven U11-U12 fields, and two High School fields. There is a concession stand and restroom facility centrally located with accessible walkways connecting all parking areas to the campus. There is a detention pond and a maintenance area. The parking is not quite as efficient as the other site plans given the site restrictions but it was able to be placed in enough parts of the site to effectively serve the various area. Beyond the \$4.1 million that GMB estimated to develop the proposed concept, we estimate an earth moving and retaining wall premium of approximately \$300,000-\$350,000 above cost for the other sites to offset the additional earth moving and stabilization expenses given the topography. However, the cost of this site could be less than the other sites being reviewed given its current status.

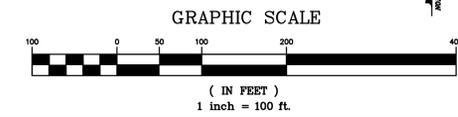
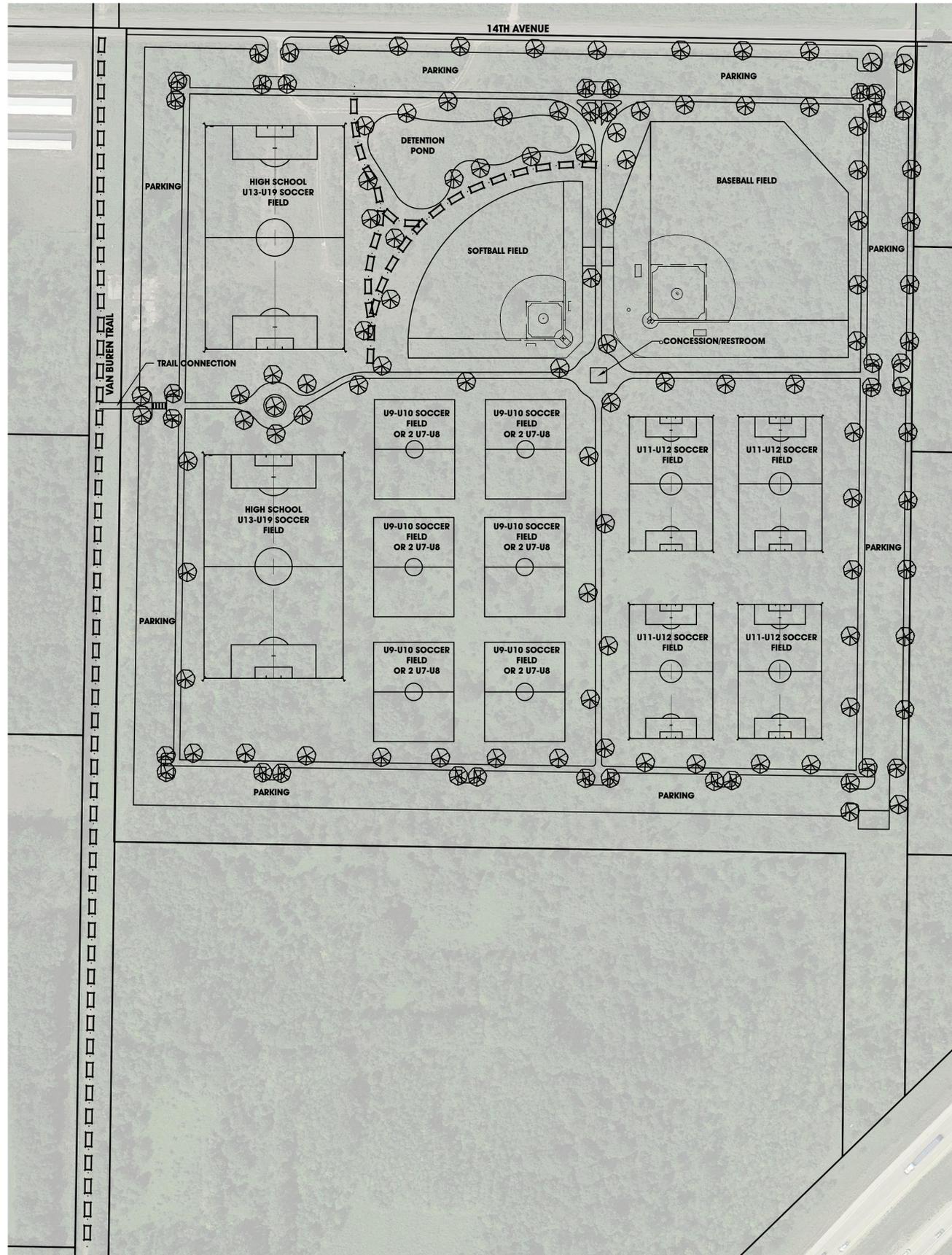
**CR 388 – Visser Farm** The final property analyzed for the development was the property commonly known as the Visser Farm. The single parcel owned by Julian Visser is approximately 19.85 acres in size and is not large enough to accommodate the facilities as proposed per the previous site plan. The attached plan shows the Visser parcel with a portion of an additional parcel owned by the Sherman Family LLC



(approximately 14.635 acres). To fit all of the elements of the proposed GMB plan on the site, approximately half of the Sherman parcel would need to be acquired, in addition to the entirety of the Visser Parcel. This would make the approximate total acreage for this recreational facility 34.5 acres. The proposed split would be drawn as shown on the attached site. The proposed parcels are bounded on the west by 71 ½ Street and to the south by CR 388. The proposed parking is shown along the perimeter of the property with entrances on 71 ½ Street and CR388. The proposed site plan includes one baseball field and one softball field located at the northern portion of the site adjacent to a proposed nearby detention pond. The remainder of the site has proposed soccer facilities including six U9-U10 (or

12 U7-U8) fields, six U11-U12 fields, and two High School fields. There is a concession stand and restroom facility centrally located with accessible walkways connecting all parking areas to the central campus. Existing buffer plantings would remain where possible to provide additional buffering and proposed shade trees are shown along the edge of the walkways and adjacent to parking areas.

If the City and Township would like us to assess what would fit on just the Visser parcel, Abonmarche will reduce the number and type of fields at the direction of the City and Township and send a supplemental site plan for the Visser farm alone to be included in the report as an addendum. Beyond the \$4.1 million that GMB estimated to develop the proposed concept, we estimate the cost to acquire the land necessary to undertake the proposed project on the proposed site would be between \$350,000 and \$450,000 based on factors including owner willingness, assessed value and current market conditions. If the scope of the project were reduced to fit solely on the Visser property, we project the acquisition price to be in the \$250,000 and \$260,000 price range.



**SOUTH HAVEN AREA  
 RECREATION ASSESSMENT**

**14TH AVENUE PARCEL**

SHEET TITLE:  
 DRAWN BY: **KB**  
 DESIGNED BY: **KB**  
 PM REVIEW:  
 QA/QC REVIEW:  
 DATE: **JANUARY 2015**  
 SEAL:

SIGNATURE:  
 DATE:

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

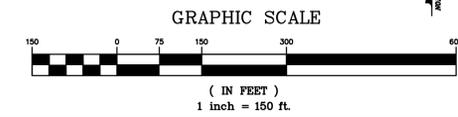
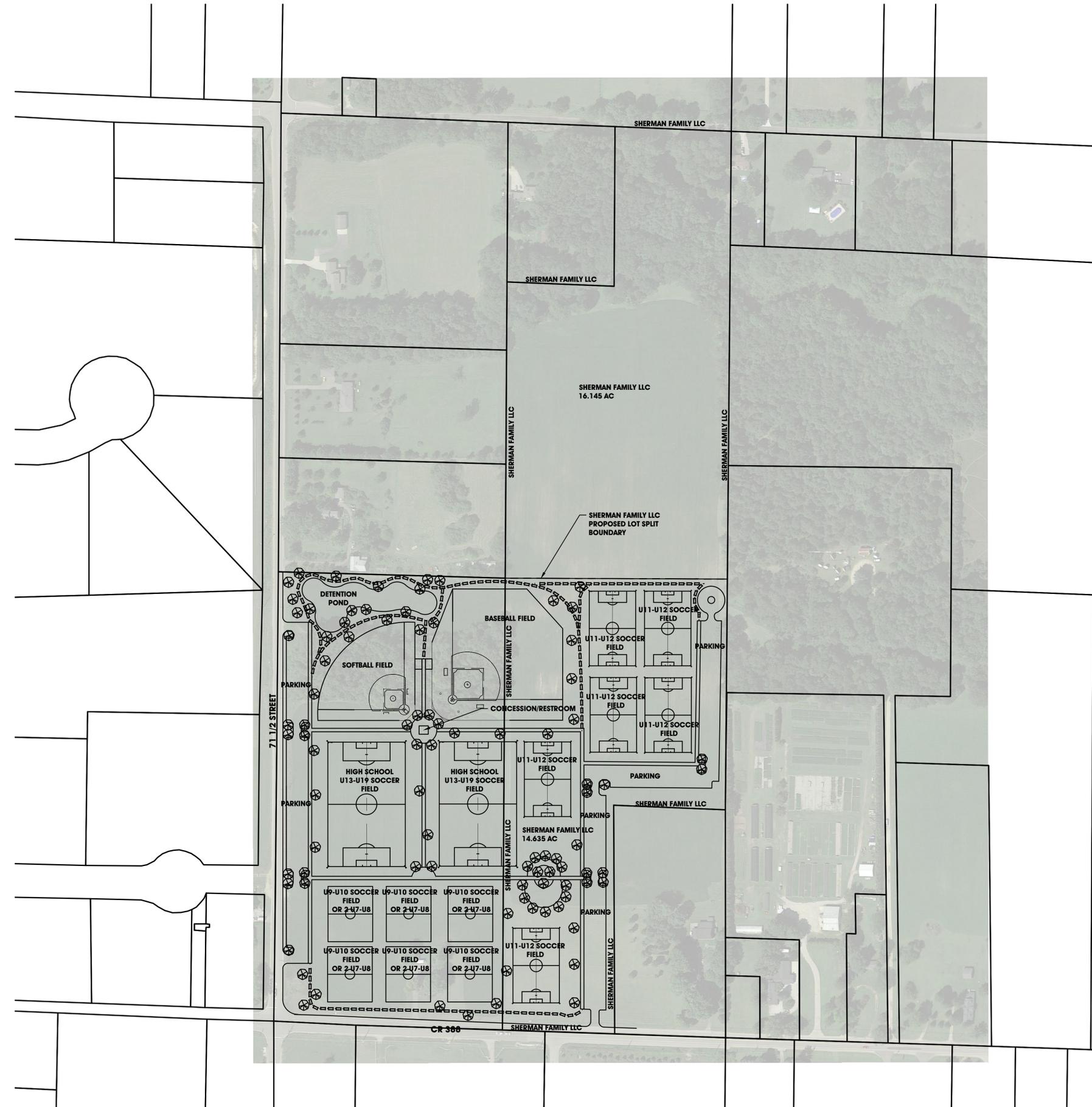
SCALE:  
 HORZ: 1" = 100'-0"  
 VERT:

ACI JOB #  
**15-0048**

SHEET NO.  
**1 of 2**

NO.	REVISION DESCRIPTION:	BY:	DATE:

E:\CIVIL\DRAWING\_2015\15-0048\14TH AVENUE RECREATION.dwg - 15-048 SITE.dwg - 14th Ave. 1/20/2015 12:05 PM - Abonmarche, L.L.



PROJECT:  
**SOUTH HAVEN AREA  
 RECREATION ASSESSMENT**

SHEET TITLE:  
**CR 388 PARCELS**

DRAWN BY:  
**KB**

DESIGNED BY:  
**KB**

PM REVIEW:

QA/QC REVIEW:

DATE:  
**JANUARY 2015**

SEAL:

SIGNATURE:

DATE:

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

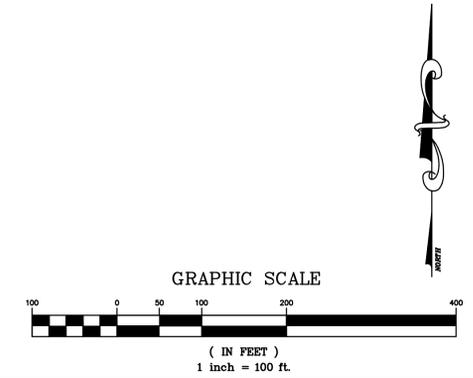
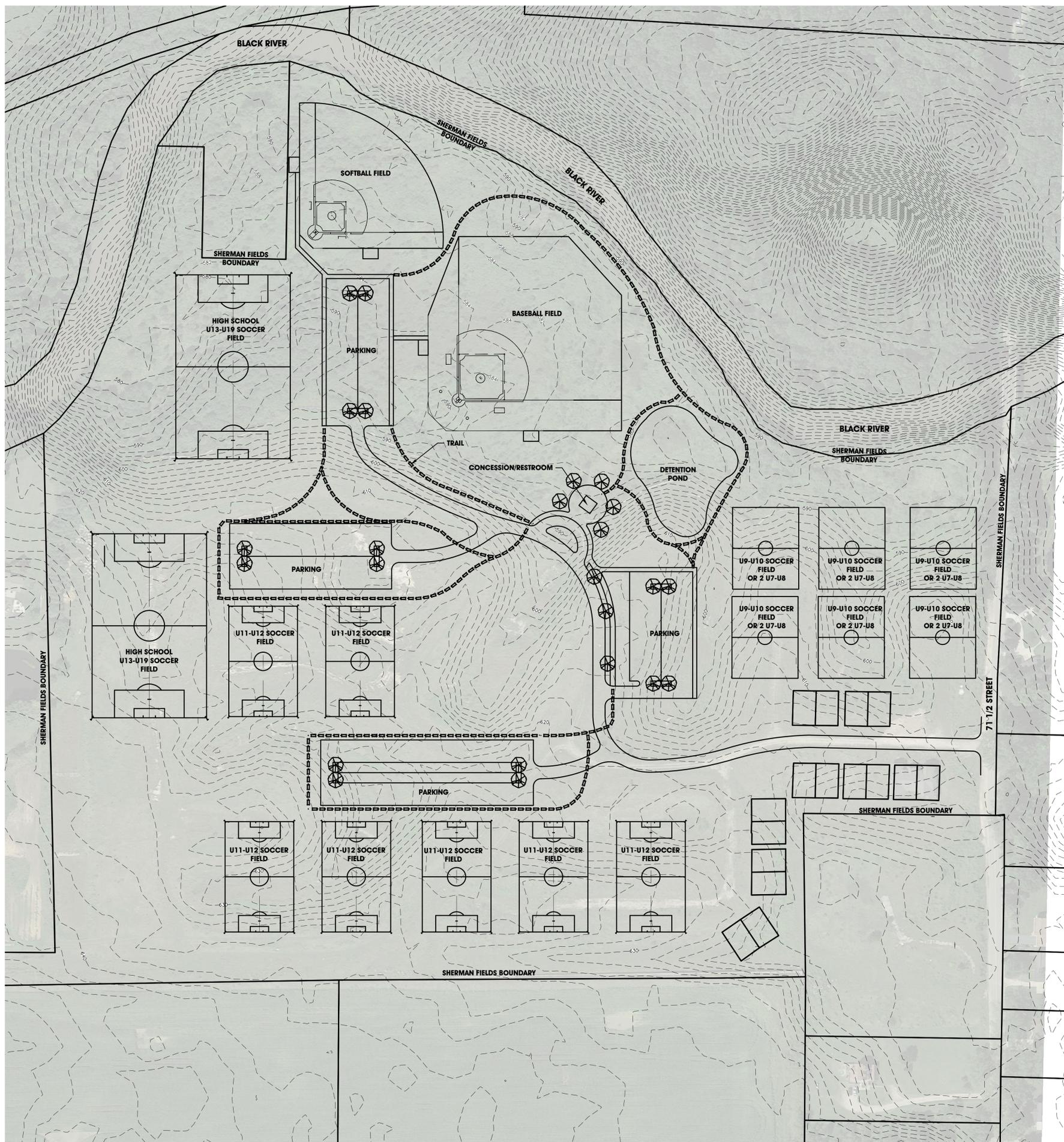
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ACI JOB #  
**15-0048**

SHEET NO.  
**2 of 2**

NO.	REVISION DESCRIPTION:	BY:	DATE:

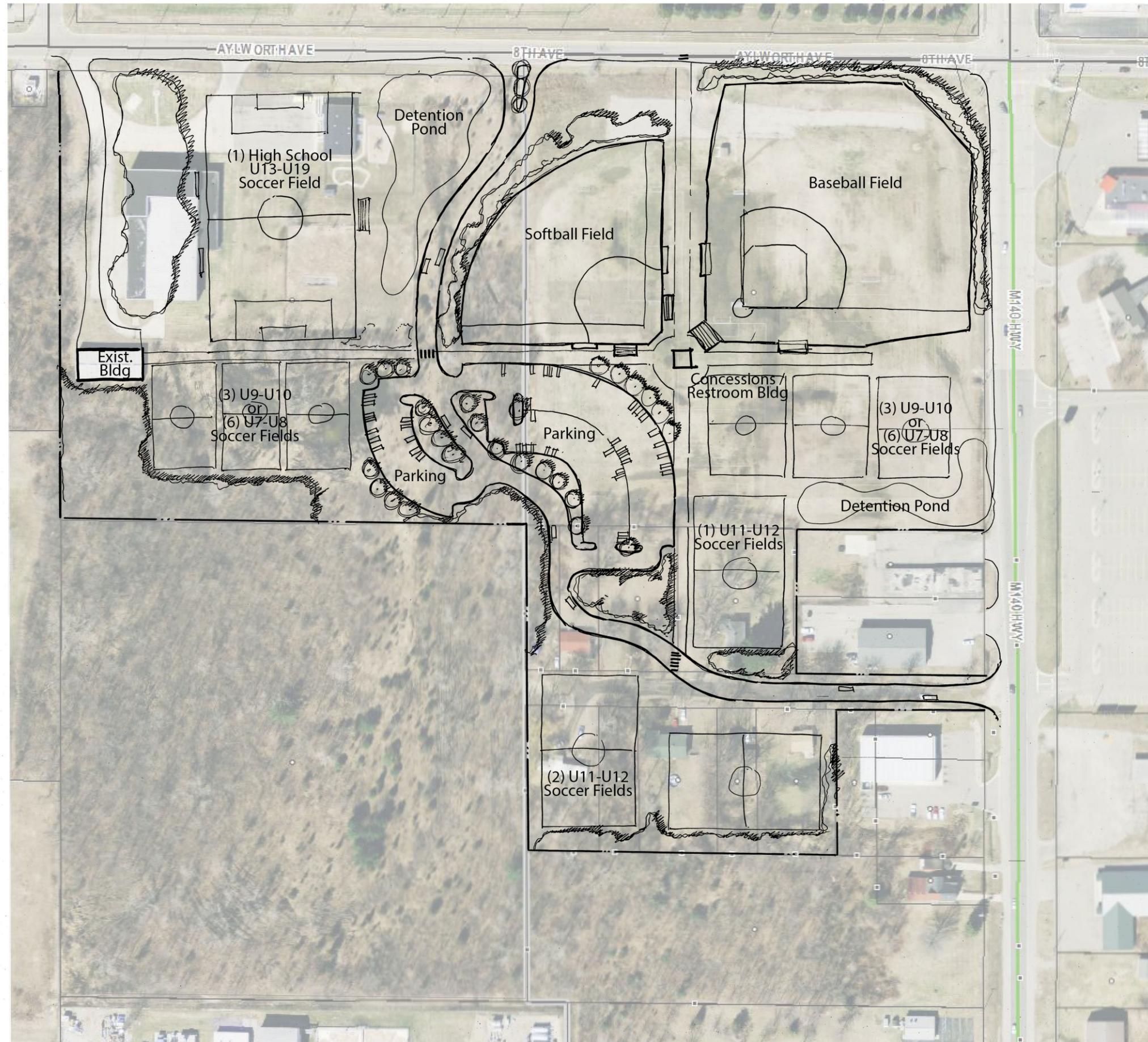
E:\CIVIL\DRAWING\_2015\15-0048\388 AREA RECREATION.dwg - 15-048 SITE.dwg, 388\_1502015.2.10.07 PM, shernanok\_11



NO.	REVISION DESCRIPTION:	BY:	DATE:

E:\CIVIL\DRAWING\2015\15-0048\SH AREA RECREATION\Map 15-0048 SITE PLAN\_Sherman Hills\_20150215 3:11:44 PM\_Abonmarck.L1

# High School - South Campus Athletic Fields



Concept 1



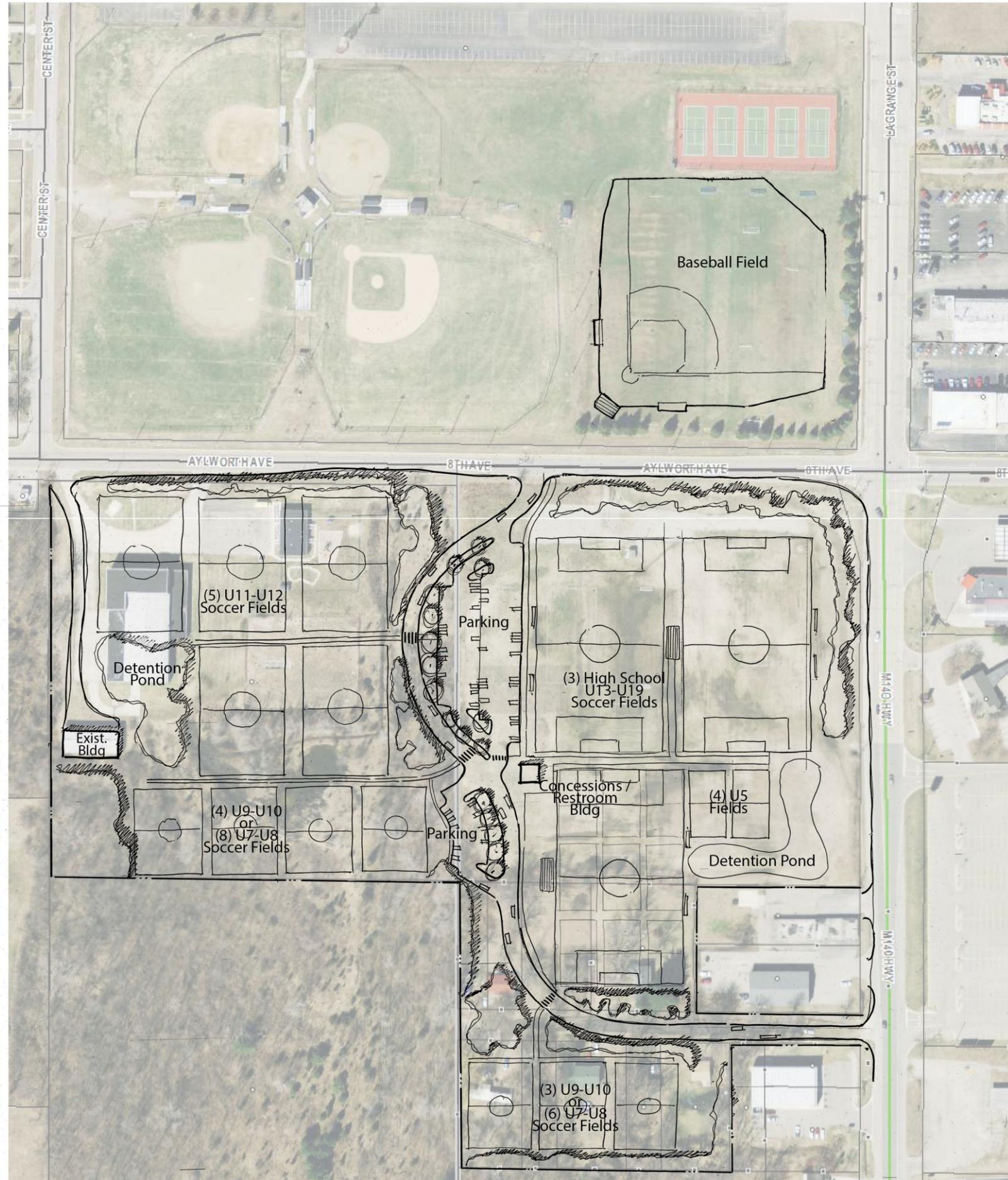
## Opinion of Probable Costs

<b>Option 1: New Addition + Renovations</b>				
Division	Item	Quantity	Total SF / LF	Probable Cost
	Competition Baseball Field	1		\$ 700,000.00
	Competition Softball Field	1		\$ 500,000.00
	U13-U19 Soccer Field	1		\$ 350,000.00
	U9-U10 Soccer Field	6		\$ 50,000.00
	U11-U12 Soccer Field	3		\$ 100,000.00
	Concessions / Restroom Building	1		\$ 300,000.00
	Parking / Drives		90,000	\$ 4.00
	Sidewalks / Paths		9,000	\$ 4.50
	Irrigation Well	1		\$ 25,000.00
	Site Signage	1		\$ 25,000.00
	Miscellaneous Landscaping	1		\$ 50,000.00
	Stormwater Management	1		\$ 100,000.00
	Building Demolition Armory / Existing Houses	1		\$ 50,000.00
<b>Project Subtotal - Construction Value</b>				<b>\$3,100,500</b>
	<b>Contingency (10%)</b>			<b>\$310,050</b>
	<b>Fees</b>			
	A/E Consultant			\$306,950
	Permits			\$25,000
	<b>Owner Costs</b>			
	Purchase of Property			\$251,600
	Fixtures / Furnishings / Equipment			\$75,000
<b>Project Total (Opinion of Probable Cost)</b>				<b>\$4,069,100</b>

### Notes:

1. Assumes no costs for environmental cleanup, wetland mitigation, flood plain / flood way mitigation
2. Assumes no costs associated with use of SHPS property
3. Assumes that fields are not equipped with Sports Lighting

# High School - South Campus Athletic Fields



Concept 2

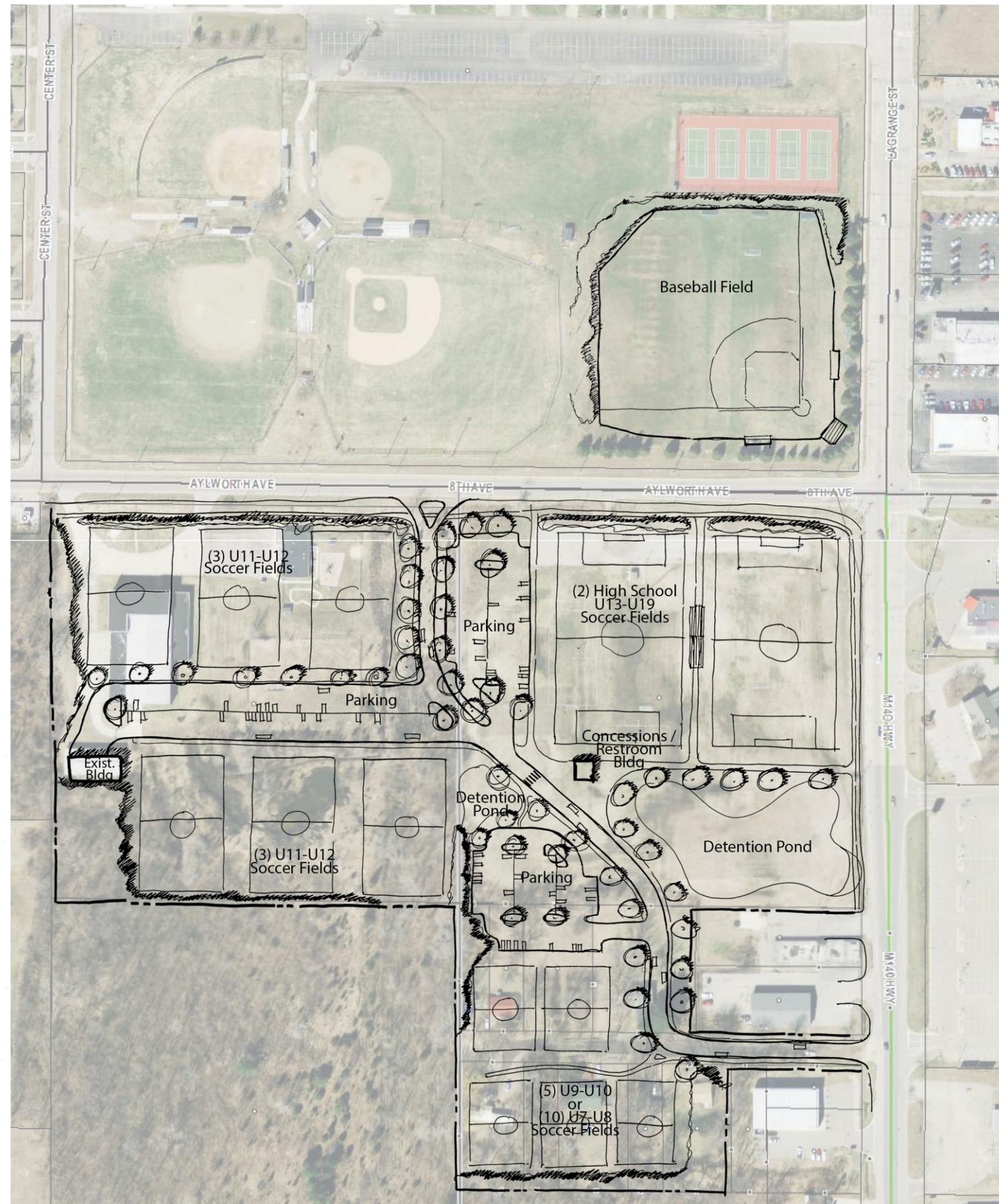
## Opinion of Probable Costs

<b>Option 1: New Addition + Renovations</b>				
Division	Item	Quantity	Total SF / LF	Probable Cost
	Competition Baseball Field	1		\$700,000
	Competition Softball Field	0		\$0
	U13-U19 Soccer Field	3		\$1,050,000
	U9-U10 Soccer Field	7		\$350,000
	U11-U12 Soccer Field	5		\$500,000
	U5 Soccer Field	2		\$50,000
	Concessions / Restroom Building	1		\$300,000
	Parking / Drives		84,500	\$338,000
	Sidewalks / Paths		9,000	\$40,500
	Irrigation Well	1		\$25,000
	Site Signage	1		\$25,000
	Miscellaneous Landscaping	1		\$50,000
	Stormwater Management	1		\$100,000
	Building Demolition Armory / Existing Houses	1		\$50,000
<b>Project Subtotal - Construction Value</b>				<b>\$3,578,500</b>
	<b>Contingency (10%)</b>			<b>\$357,850</b>
	<b>Fees</b>			
	A/E Consultant			\$354,272
	Permits			\$25,000
	<b>Owner Costs</b>			
	Purchase of Property			\$251,600
	Fixtures / Furnishings / Equipment			\$75,000
<b>Project Total (Opinion of Probable Cost)</b>				<b>\$4,642,222</b>

## Notes:

1. Assumes no costs for environmental cleanup, wetland mitigation, flood plain / flood way mitigation
2. Assumes no costs associated with use of SHPS property
3. Assumes that fields are not equipped with Sports Lighting

# High School - South Campus Athletic Fields



Concept 3

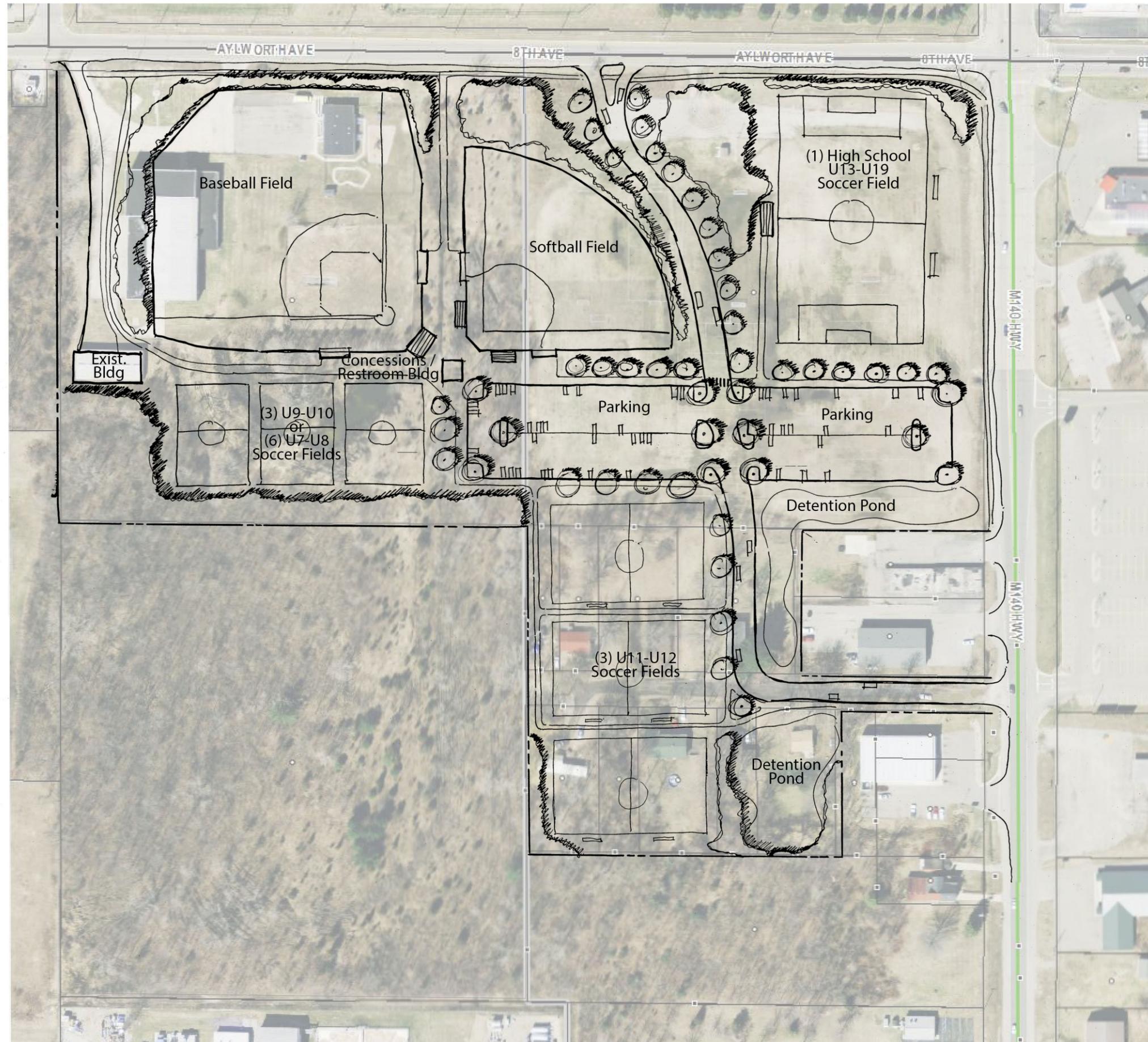
## Opinion of Probable Costs

<b>Option 1: New Addition + Renovations</b>					
Division	Item	Quantity	Total SF / LF	\$/sf or unit	Probable Cost
	Competition Baseball Field	1		\$ 700,000.00	\$700,000
	Competition Softball Field	0		\$ 500,000.00	\$0
	U13-U19 Soccer Field	2		\$ 350,000.00	\$700,000
	U9-U10 Soccer Field	5		\$ 50,000.00	\$250,000
	U11-U12 Soccer Field	6		\$ 100,000.00	\$600,000
	U5 Soccer Field	2		\$ 25,000.00	\$50,000
	Concessions / Restroom Building	1		\$ 300,000.00	\$300,000
	Parking / Drives		130,000	\$ 4.00	\$520,000
	Sidewalks / Paths		9,000	\$ 4.50	\$40,500
	Irrigation Well	1		\$ 25,000.00	\$25,000
	Site Signage	1		\$ 25,000.00	\$25,000
	Miscellaneous Landscaping	1		\$ 50,000.00	\$50,000
	Stormwater Management	1		\$ 100,000.00	\$100,000
	Building Demolition Armory / Existing Houses	1		\$ 50,000.00	\$50,000
<b>Project Subtotal - Construction Value</b>					<b>\$3,410,500</b>
	<b>Contingency (10%)</b>				<b>\$341,050</b>
	<b>Fees</b>				
	A/E Consultant				\$337,640
	Permits				\$25,000
	<b>Owner Costs</b>				
	Purchase of Property				\$251,600
	Fixtures / Furnishings / Equipment				\$75,000
<b>Project Total (Opinion of Probable Cost)</b>					<b>\$4,440,790</b>

### Notes:

1. Assumes no costs for environmental cleanup, wetland mitigation, flood plain / flood way mitigation
2. Assumes no costs associated with use of SHPS property
3. Assumes that fields are not equipped with Sports Lighting

# High School - South Campus Athletic Fields



Concept 4



## Opinion of Probable Costs

<b>Option 1: New Addition + Renovations</b>					
Division	Item	Quantity	Total SF / LF	\$/sf or unit	Probable Cost
	Competition Baseball Field	1		\$ 700,000.00	\$700,000
	Competition Softball Field	1		\$ 500,000.00	\$500,000
	U13-U19 Soccer Field	1		\$ 350,000.00	\$350,000
	U9-U10 Soccer Field	3		\$ 50,000.00	\$150,000
	U11-U12 Soccer Field	3		\$ 100,000.00	\$300,000
	Concessions / Restroom Building	1		\$ 300,000.00	\$300,000
	Parking / Drives		95,000	\$ 4.00	\$380,000
	Sidewalks / Paths		9,000	\$ 4.50	\$40,500
	Irrigation Well	1		\$ 25,000.00	\$25,000
	Site Signage	1		\$ 25,000.00	\$25,000
	Miscellaneous Landscaping	1		\$ 50,000.00	\$50,000
	Stormwater Management	1		\$ 100,000.00	\$100,000
	Building Demolition Armory / Existing Houses	1		\$ 50,000.00	\$50,000
<b>Project Subtotal - Construction Value</b>					<b>\$2,970,500</b>
	<b>Contingency (10%)</b>				<b>\$297,050</b>
	<b>Fees</b>				
	A/E Consultant				\$294,080
	Permits				\$25,000
	<b>Owner Costs</b>				
	Purchase of Property				\$251,600
	Fixtures / Furnishings / Equipment				\$75,000
<b>Project Total (Opinion of Probable Cost)</b>					<b>\$3,913,230</b>

### Notes:

1. Assumes no costs for environmental cleanup, wetland mitigation, flood plain / flood way mitigation
2. Assumes no costs associated with use of SHPS property
3. Assumes that fields are not equipped with Sports Lighting