

City of Marquette, MI



Meeting Agenda City Commission

Monday, June 26, 2023

6:00 PM

Commission Chambers

300 West Baraga Ave
Marquette, Michigan 49855

Call to Order, Pledge of Allegiance and Roll Call

Approval of the Agenda

Announcements

Boards and Committees

1. Appointment(s)

Stephen Swentik, Local Officers Compensation Commission for an unexpired term ending 08-01-29

2. Reappointment(s)

Michael Potts, Harbor Advisory Committee, for a term ending 06-01-26

Dennis Honch, Marquette County Solid Waste Management Authority, for a term ending 07-01-26

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Presentation(s)

3. Local Development Finance Authority, by Chair Leslie Hartman

4. State of Michigan Marquette Veterans Home

5. Consent Agenda

5.a. Approve the minutes of the June 12, 2023 regular Commission meeting

5.b. Approve the total bills payable in the amount of \$ 993,858.06

5.c. Camp UPeninsulin Non-Profit Status - Roll Call Vote

5.d. DLP Marquette General Hospital - Utility Easements Approval

5.e. GEI Change Order - Tourist Park SHPO Review

5.f. Northern Michigan University - Agreement for Use of Lakeview - Ice Contract

5.g. Sales of Surplus Equipment

5.h. SpinwayMQT Lease Agreement Addendum

Unfinished Business

6. Kuuma Sauna, LLC - Concessionaire Lease

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Comments from the Commission

Comments from the City Manager

Adjournment

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Consent Agenda

Approve the minutes of the June 12, 2023 regular Commission meeting

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ 6-12-23 minutes



City of Marquette, MI

300 West Baraga Ave
Marquette, Michigan 49855

Meeting Minutes City Commission

Monday, June 12, 2023

6:00 PM

Commission Chambers

Call to Order, Pledge of Allegiance and Roll Call

Present: Davis, Hanley, Larson, Ottaway, Smith, Stonehouse

Absent: Mayer

Approval of the Agenda

Commissioner Michael Larson moved to Approve the agenda as presented, seconded by Commissioner Fred Stonehouse and Carried Unanimously.

Commissioner Jenna Smith moved to excuse Mayor Mayer from tonight's meeting due to work reasons, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

Announcements

Mayor Pro Tem Davis said there are two upcoming master planning workshops, scheduled for Wednesday night and Thursday morning. She also said that the City is very much looking forward to Art Week.

Boards and Committees

1. Reappointment(s)

Christopher Jason, Harbor Advisory Committee, for a term ending 06-01-26

Commissioner Jerney Ottaway moved to Approve the reappointment as listed, seconded by Commissioner Jennifer Smith and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Matthew Songer talked about the plans for Food Fest and City Fest, which are partnering this year in order to share materials and staging. He said he is available if the Commission has any questions.

Valerie Olson shared her concerns regarding water fluoridation and shared recent data on the topic.

Doug Vanerka talked about concerns with water fluoridation and said he would like an independent firm to do a study on whether fluoridation is a good idea.

Brandon Frisk, from Kuuma Sauna, LLC, spoke about his plans for a lakeside sauna in Marquette.

Barb Owdziej voiced concerns about the sauna proposal, including worries about swimming and water safety in that area, as well as possible threats to the beach grass. Rick Newman spoke about the need to get to the truth on certain topics and compared fluoridation with historical cigarette use.

Brian Miller shared his concerns about water fluoridation.

Bob Belmore said he was concerned with the amount of fluoride and chlorine added to the drinking water and said he and his wife are drinking bottled water currently.

Margaret Brumm said the group that is raising fluoridation concerns is referencing data that has not been officially approved or released and should not be used to determine public policy. She said she is also opposed to the sauna plan discussed earlier.

Dorothy Vanerka spoke against water fluoridation, and said she is speaking on behalf of those that can't speak for themselves on this issue.

Presentation(s)

2. Marquette Area Wastewater Treatment Advisory Board, by Leonard Bodenus

Marquette Township Superintendent of Public Works Leonard Bodenus offered an update on behalf of the Wastewater Treatment Advisory Board. He spoke about the purpose and current activities of the board, and provided updates on current projects, including the solids handling improvement project.

Commissioner Smith thanked him for the presentation about the treatment of local wastewater, and said she wished the people that commented tonight about the fluoridation of City water would have stayed for this presentation. She said she would only consider changing the City's stance on municipal water fluoridation if the CDC or State of Michigan came out with a strong stance against it. Until then, she said, she would not speak about the topic again.

Other commissioners praised the presentation and the work done by the staff of the wastewater treatment facility.

3. Consent Agenda

Commissioner Fred Stonehouse moved to Approve the Consent Agenda as presented, seconded by Commissioner Jessica Hanley.

Mayor Pro Tem Sally Davis noted that the sauna item (Item 3.e) was the first read of a lease agreement and would need commission approval at a subsequent meeting. She asked staff to respond to some of the concerns raised during public comment.

Community Services Director Jon Swenson said staff has researched the plan, but that they will do some additional leg work prior to the next meeting. He said he would look to touch base with the Superior Watershed Partnership and Mayor Pro Tem Davis noted that this proposal will be reviewed this week by the City's Harbor Advisory Committee.

The Commission then voted on the motion, which carried unanimously.

- 3.a.** Approve the minutes of the May 30, 2023 regular Commission meeting
- 3.b.** Approve the total bills payable in the amount of \$729,847.92
- 3.c.** Community Foundation of Marquette County - Fiscal Sponsorship Agreement
- 3.d.** International Food Fest - Special Event Permit
- 3.e.** Kuuma Sauna, LLC - Concessionaire Lease
- 3.f.** Presque Isle Marina - Construction Services
- 3.g.** Schedule Public Hearing - Preliminary Planned Unit Development Plan for 480 River Park Circle
- 3.h.** Softchoice Microsoft 365
- 3.i.** U.P. City Fest- Special Event Permit

New Business

4. 2020 Post-Census Group Quarters Review

Commissioner Michael Larson moved to Authorize the City Manager, or her designee, to file the 2020 Post Census Group Quarters Review, seconded by Commissioner Jerney Ottaway and Carried Unanimously.

Public Comments - Comments may not exceed three minutes per person. Please state your name and physical address when making public comments.

Barb Owdziej asked a follow-up question about NMU's involvement in the census discussion and she commented about water fluoridation.

Margaret Brumm shared her opinions on the benefits of water fluoridation and talked about the difficulty of governing based on the data being provided in these discussions.

Comments from the Commission

Commissioner Smith had no comments.

Commissioner Stonehouse said that he will take no action on water fluoridation unless he sees clear guidance from the State of Michigan or CDC.

Commissioner Hanley had no comments.

Commissioner Larson said he is looking forward to the e-sports competition planned during City Fest.

Commissioner Ottaway echoed the comments about e-sports. He said off-leash dogs are becoming more common, as are dogs on the beach, and he asked people to please follow the rules, which are in place for a reason. He said that throttled electric bikes have become more common on the City multi-use path, and electric bike speed seems to be increasing; he said he would like to see this addressed somehow. Regarding water fluoridation, he said the documentation being provided in public comment is unofficial

and unreleased. He said the City's practice and policy should be guided by the experts in the field.

Mayor Pro Tem Sally Davis had no comments but asked staff to address the concerns about electric bike speeds.

Comments from the City Manager

Assistant City Manager Sean Hobbins said staff is continuing to look at the electric bike issue. Currently, he said, only Level 1 bikes (no throttle and a maximum speed of 20 miles per hour) are allowed on the city path. He praised the wastewater treatment plant crew and the sewer crew, which he said are huge assets to the City. He talked about the upcoming master planning sessions, about the City Manager office hours and about the upcoming Art Week in the City of Marquette.

Adjournment

Mayor Pro Tem Davis adjourned the meeting at 6:58 p.m.

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

If you require assistance to participate in any meeting, program or activity offered by the City of Marquette, please provide advanced notice to City of Marquette ADA Coordinator Eric Stemen at 906-225-8978 or via email at estemen@marquettemi.gov.

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Consent Agenda

Camp UPeninsulin Non-Profit Status - Roll Call Vote

BACKGROUND:

A representative of Camp UPeninsulin recently contacted the City and requested the adoption of a resolution recognizing them as a local non-profit organization. They plan to conduct a fundraising raffle in the fall and annually thereafter, and the Bureau of State Lottery requires the local governing body to first recognize their designation as a non-profit agency. The group has provided the City with a copy of the proposed resolution, a roster of their board of directors, the general date of the first proposed raffle, confirmation of their IRS 501(c)(3) designation, bylaws and articles of incorporation. Organizations supply this information when asking the Commission for this recognition, in accordance with City Commission Policy 2011-01.

FISCAL EFFECT:

None to the City.

RECOMMENDATION:

Adopt the resolution recognizing Camp UPeninsulin as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license, and authorize the Clerk to sign the resolution.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Resolution



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Consent Agenda

DLP Marquette General Hospital - Utility Easements Approval

BACKGROUND:

As part of the development/construction of the DLP Marquette General Hospital completed in 2019, new storm sewer and sanitary sewer utilities were constructed. The City's engineering department was involved with development of the utility site plan and the utilities have been inspected by City Staff to ensure that the materials and placement meet current City and State standards.

The easements were drafted by the City Attorney, who worked closely with engineering staff, and the easements have been approved and executed by a representative of DLP Marquette General Hospital, LLC.

FISCAL EFFECT:

None at this time.

RECOMMENDATION:

Approve the utility easements, and authorize the Mayor and Clerk to execute them.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ DLP MGH - Utility Easements

SANITARY SEWER MAIN EASEMENT

THIS SANITARY SEWER MAIN EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company, whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 (collectively "Grantor") and MARQUETTE CHARTER TOWNSHIP, of 1000 Commerce Drive, Marquette, Michigan 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a 20' wide sanitary sewer main easement ("Sanitary Sewer Main Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a sanitary sewer main on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licenses, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a sanitary sewer main in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantee shall, at Grantee's sole cost and expense, be solely and exclusively responsible for keeping the sanitary sewer main and related improvements located within the Easement Area in good order, condition, and repair and shall perform, or cause to be performed, all maintenance, repair, snow removal, resurfacing and replacement of such sanitary sewer main and/or improvements. Any damage to the Easement Area or Grantor's immediately adjacent real property caused by Grantee or its employees, agents, guests, invitees or customers shall be promptly repaired by Grantee at Grantee's sole expense.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

7. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written

waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this SANITARY SEWER MAIN EASEMENT, as of the day and year first above written.

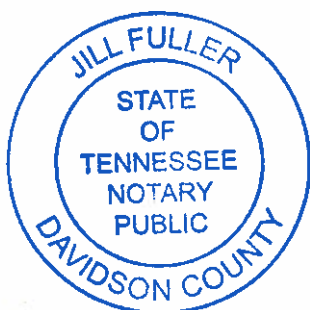
GRANTOR:

DLP MARQUETTE GENERAL HOSPITAL, LLC

By: *Emer Polite*
Its: Interim President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Acknowledged before me in Davidson County Michigan, on this 5 day of June, 2023, by Emer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.



Jill Fuller
Jill Fuller
Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25

GRANTOR:

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

GRANTEE:
MARQUETTE CHARTER TOWNSHIP

By: _____

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by _____ of Marquette Charter Township, on behalf
of the township.

Notary Public, _____ County, Michigan
My commission expires: _____

Drafted by: Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A 20 FOOT WIDE SANITARY SEWER MAIN EASEMENT
FROM DLP MGH, LLC AND THE CITY OF MARQUETTE
TO THE TOWNSHIP OF MARQUETTE**

Part of the Northeast Quarter (NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 271.91 feet; thence N89°07'38"W perpendicular to said section and westerly lines 1230.73 feet to the northerly Right of Way (R.O.W.) of US-41 and the easement Point of Beginning;

Thence westerly along said northerly R.O.W. and a curve to the left 113.45 feet, said curve having a radius of 2009.86 feet and a delta of 03°14'03", the chord of which bears N73°26'36"W a distance of 113.44 feet; thence N63°17'19"W 70.80 feet; thence N04°50'45"W 32.82 feet; thence N80°00'10"W 74.25 feet; thence N13°16'04"E 89.35 feet; thence N79°09'53"W 244.24 feet; thence N75°11'40"W 95.07 feet to the easterly plat line of Marquette Industrial Park and westerly property line of a parcel as recorded in Document 2019R-07894; thence N00°29'04"E along said westerly property line 20.64 feet; thence S75°11'40"E 99.48 feet; thence S79°09'53"E 264.41 feet; thence S13°16'04"W 89.04 feet; thence S80°00'10"E 68.46 feet; thence S04°50'45"E 37.02 feet; thence S63°17'19"E 171.27 feet to the Point of Beginning.

The above described parcel contains 0.31 acre, more or less, and is shown on the Easement Sketch attached hereto, and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist
Date: September 4, 2019
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ15-020
PIN: 0514071

J:\Projects\MO15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Sanitary Main #3
Twp\MO15-020 Sanitary Main #3 Twp- Easement Description (190904).doc

EXHIBIT A

SECTION CORNER COMMON TO SECTIONS 14, 15, 22, AND 23

HOSPITAL BUILDING

OWNER: DLP MARQUETTE GENERAL HOSPITAL LLC
P.L.C.S. 4071
RECORDED: DOCUMENT 2019R-07894

OWNER: DLP MARQUETTE GENERAL HOSPITAL LLC
P.L.C.S. 4071
RECORDED: DOCUMENT 2019R-07894

QUARTER CORNER COMMON TO SECTIONS 22 AND 23

SECTION LINE

PLAT LINE

2655.84' (TOTAL)

40°57'22" E
271.91'

N 65°07'36" W
1230.72'

CT

MY ROW OF US-41

FAST SIXTEENTH LINE

OWNERS: DLP MARQUETTE GENERAL HOSPITAL LLC
P.L.C.S. 4071
RECORDED: DOCUMENT 2019R-07894

BARACA AVENUE
VARIABLE WIDTH PUBLIC ROW
RECORDED: DOCUMENT 2019R-07894

CT

MY ROW OF US-41

STYRO W

SW 1/4 - NE 1/4

NE 1/4 - NE 1/4

WLY PROPERTY LINE

PLAT LINE

MARQUETTE INDUSTRIAL PARK

LINE	BEARING	DISTANCE
L1	N 83°17'19" W	76.80'
L2	N 04°50'45" W	32.82'
L3	N 80°50'17" W	74.25'
L4	N 13°18'04" E	88.35'
L5	N 72°29'33" W	242.26'
L6	N 75°11'40" W	98.07'
L7	N 02°29'04" E	26.84'
L8	S 75°11'42" E	28.41'
L9	S 13°18'02" W	88.04'
L10	S 80°50'10" E	88.48'
L11	S 80°50'10" E	31.02'
L12	S 04°29'03" E	171.27'
L13	S 83°17'18" E	171.27'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
CT	1113.45'	2508.86'	91°47'05"	N 73°28'36" W	1133.44'

LEGEND

SANITARY MAIN EASEMENT 23.3' ACRE

RIGHT OF WAY (ROW):

WLY PROPERTY LINE

SANITARY MAIN CENTERLINE

SANITARY MAIN CENTERLINE

HOSPITAL BUILDING

SANITARY MAIN-OLE

BEARING BASIS:
TRIMEDIA E&E
JOB NO. 2014-189

SCALE 1" = 100'

0 100'

NORTH

NOTES:

1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF AC 132, MICHIGAN P.A. 1970, AS AMENDED. THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOI F USE BY THE CITY OF MARQUETTE.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM TRIMEDIA E&E JOB NO. 2014-169, LITTLEJOHN LEA NO. 20130197 PLAN FOR THE MARQUETTE REPLACEMENT HOSPITAL, AND CITY OF MARQUETTE PROPOSED BARAGA AVENUE REALIGNMENT.
3. SEE CORRECTIVE DEED RECORDED IN DOCUMENT 2019R-07894.

PIN: 05*4071

SANITARY SEWER MAIN EASEMENT

THIS SANITARY SEWER MAIN EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a 20' wide sanitary sewer main easement ("Sanitary Sewer Main Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a sanitary sewer main on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licenses, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a sanitary sewer main in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantor shall, at Grantor's sole cost and expense, be solely and exclusively responsible for keeping the sanitary sewer and related improvements

located within the Easement Area in good order, condition, and repair and shall perform, or cause to be performed, all maintenance, repair, snow removal, resurfacing and replacement of such sanitary sewer and/or improvements. Grantor and Grantee may enter into a separate Maintenance and Replacement Agreement to establish terms and conditions upon which Grantee will perform maintenance and replacement of the utility on Grantor's behalf for a fee and upon other terms and conditions as agreed upon in said agreement.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. Termination. This Agreement will terminate, and all rights and obligations of the Grantee pursuant to this Agreement shall cease on May 1, 2036, or 30 days following the date that all obligations are satisfied under the Post-Closing Development Agreement executed December 17, 2015, whichever occurs first. Upon termination Grantor shall become the sole owner and shall continue to be solely responsible for all upkeep, maintenance and repair of the Easement Area and all utilities located on, over, across, through and under the Easement Area; subject to the terms of any separate Maintenance and Replacement Agreement between the parties.

7. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

8. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this SANITARY SEWER MAIN EASEMENT, as of the day and year first above written.

GRANTOR:

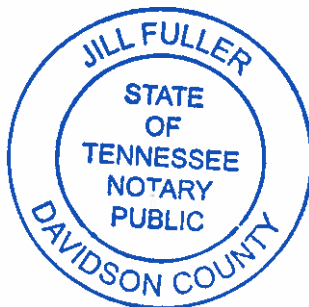
DLP MARQUETTE GENERAL HOSPITAL, LLC

By:
Its:

Elmer Polite
Interim President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Acknowledged before me in Davidson County Tennessee, on this 5 day of June, 2023, by Elmer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.



Jill Fuller
Jill Fuller
Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25

GRANTEE:
CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A 20 FOOT WIDE SANITARY SEWER MAIN EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

Part of the Southeast Quarter of the Northeast Quarter (SE ¼ - NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line, and westerly plat line of Harlow's Addition Number 5, and a property line for a parcel as recorded in Document 2019R-07894, a distance of 481.14 feet to the easement Point of Beginning;

Thence along the sanitary sewer main easement the following bearings and distances:

thence continuing N00°52'22"E along said plat and section line 20.38 feet; thence N78°02'33"W 170.39 feet; thence N15°43'29"E 75.01 feet; thence N11°49'46"E 147.38 feet; thence N75°24'20"W 247.19 feet; thence N65°58'50"W 218.04 feet; thence N84°02'12"W 279.01 feet; thence S05°57'48"W 20.00 feet; thence S84°02'12"E 275.83 feet; thence S65°58'50"E 216.51 feet; thence S75°24'20"E 229.78 feet; thence S11°49'46"W 127.64 feet; thence S15°43'29"W 85.50 feet; thence S10°04'47"W 231.06 feet; thence N85°32'08"W 177.14 feet; thence N78°57'43"W 274.89 feet; thence N79°52'34"W 212.10 feet; thence N77°05'04"W 248.69 feet; thence S12°54'56"W 20.00 feet; thence S77°05'04"E 249.18 feet; thence S79°52'34"E 212.43 feet; thence S78°57'43"E 275.88 feet; thence S85°32'08"E 196.42 feet; thence N10°04'47"E 238.37 feet; thence S78°02'33"E 174.65 feet to the Point of Beginning.

The above described parcel contains 1.05 acres, more or less, and is shown on the Easement Sketch attached hereto, and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist
Date: September 4, 2019
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ15-020
PIN: 0514071

J:\Projects\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Sanitary Main
#1\MQ15-020 Sanitary #1 - Easement Legal Description (190904).doc

EXHIBIT A

STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a variable width storm sewer easement ("Storm Sewer Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a storm sewer on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licensees, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a storm sewer in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantee shall, at Grantee's sole cost and expense, be solely and exclusively responsible for keeping the storm sewer and related improvements located within the Easement Area in good order, condition, and repair and shall perform, or cause to be

performed, all maintenance, repair, snow removal, resurfacing and replacement of such storm sewer and/or improvements. Any damage to the Easement Area or Grantor's immediately adjacent real property caused by Grantee or its employees, agents, guests, invitees or customers shall be promptly repaired by Grantee at Grantee's sole expense.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

7. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this STORM SEWER EASEMENT, as of the day and year first above written.

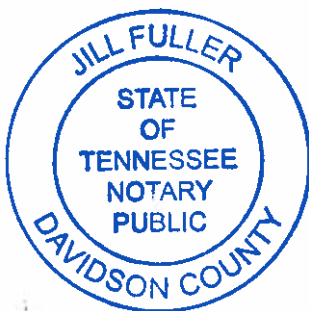
GRANTOR:

DLP MARQUETTE GENERAL HOSPITAL, LLC

By: 
Its: Interim President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Acknowledged before me in Davidson County Tennessee, on this 5 day of June, 2023, by etme Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.




Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25

GRANTEE:

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A VARIABLE WIDTH STORM SEWER EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

Part of the Southwest Quarter of the Northeast Quarter (SW ¼ - NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 378.95 feet; thence N89°07'38"W perpendicular to said section and westerly lines 1314.43 feet to the northerly Right of Way (R.O.W.) of Baraga Avenue, a variable width public R.O.W., as recorded in Document 2019R-07894 and the easement Point of Beginning;

Thence N81°35'50"W along said northerly R.O.W. a distance of 49.80 feet; thence N49°24'47"W 14.87 feet; thence N40°35'13"E 31.83 feet; thence S49°24'47"E 31.12 feet; thence S00°54'40"W 6.90 feet; thence S49°24'47"E 21.49 feet to the Point of Beginning.

The above described parcel contains 0.03 acre, more or less, and is shown on the Easement Sketch attached hereto, and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: September 4, 2019

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ15-020

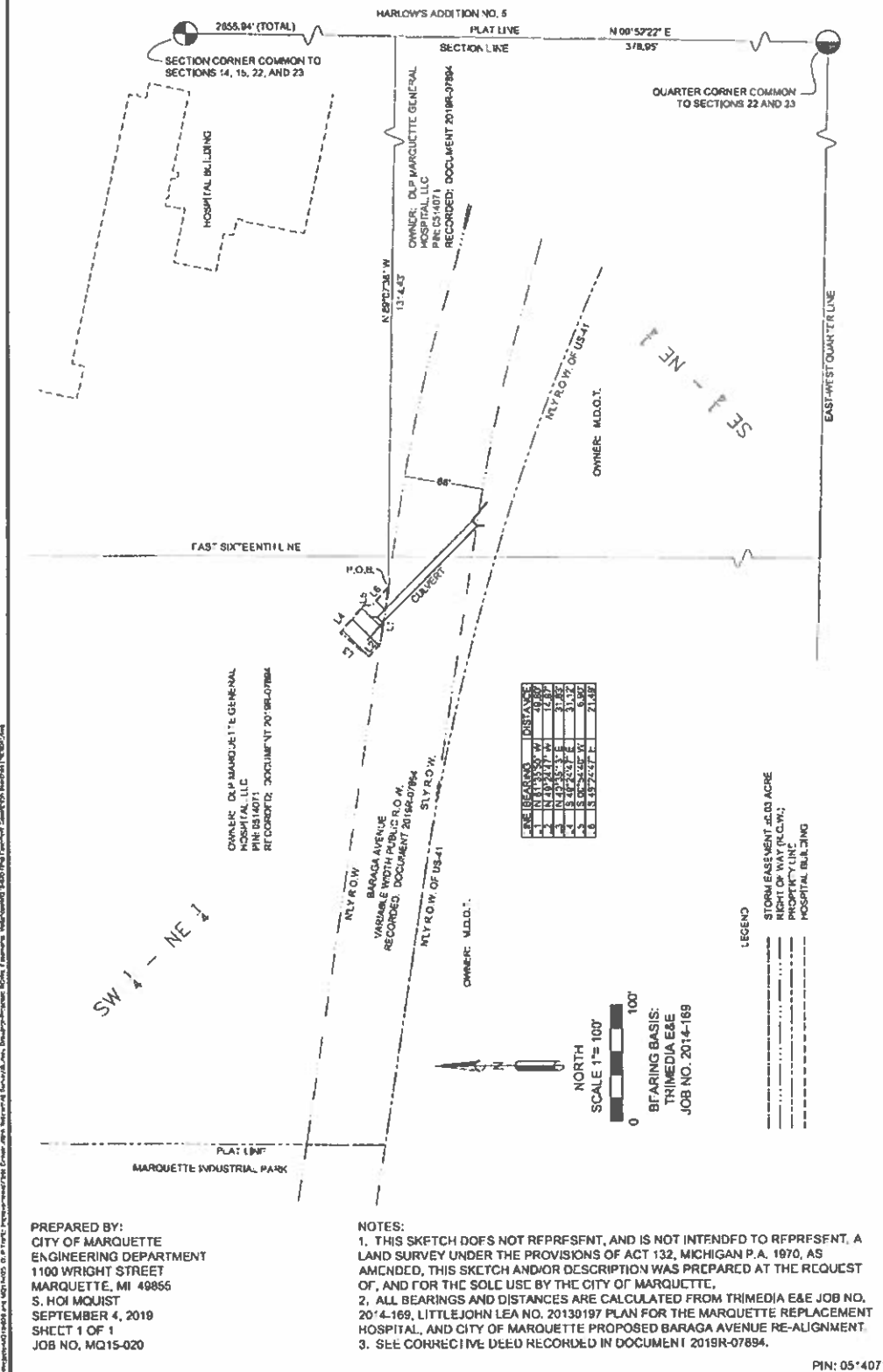
PIN: 0514071

J:\Project\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variance\Legal Descriptions\Storm Main
e3\MQ15-020 Storm Main e3 - Easement Legal Description (190904).doc

EASEMENT SKETCH

EXHIBIT A

A VARIABLE WIDTH STORM SEWER EASEMENT ACROSS PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



STORM SEWER UTILITY EASEMENT

THIS STORM SEWER UTILITY EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a 20' wide storm sewer utility easement ("Storm Sewer Utility Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a storm sewer utility on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licenses, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a storm sewer utility in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantor shall, at Grantor's sole cost and expense, be solely and exclusively responsible for keeping the storm sewer and related improvements located

within the Easement Area in good order, condition, and repair and shall perform, or cause to be performed, all maintenance, repair, snow removal, resurfacing and replacement of such storm sewer and/or improvements. Grantor and Grantee may enter into a separate Maintenance and Replacement Agreement to establish terms and conditions upon which Grantee will perform maintenance and replacement of the utility on Grantor's behalf for a fee and upon other terms and conditions as agreed upon in said agreement.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. Termination. This Agreement will terminate, and all rights and obligations of the Grantee pursuant to this Agreement shall cease on May 1, 2036, or 30 days following the date that all obligations are satisfied under the Post-Closing Development Agreement executed December 17, 2015, whichever occurs first. Upon termination Grantor shall become the sole owner and shall continue to be solely responsible for all upkeep, maintenance and repair of the Easement Area and all utilities located on, over, across, through and under the Easement Area; subject to the terms of any separate Maintenance and Replacement Agreement between the parties.

7. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

8. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this STORM SEWER UTILITY EASEMENT, as of the day and year first above written.

GRANTOR:

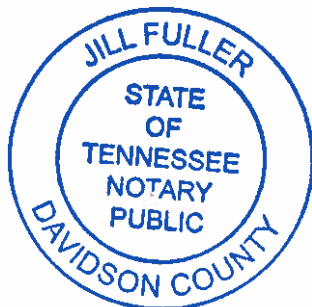
DLP MARQUETTE GENERAL HOSPITAL, LLC

By:
Its:

Elmer Polite
Interim President

STATE OF Tennessee)
COUNTY OF Davidson)

Acknowledged before me in Davidson County Tennessee, on this 5 day of June, 2023, by Elmer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.



Jill Fuller
Jill Fuller
Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25

GRANTEE:
CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A STORM SEWER UTILITY EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

A 20 foot wide storm sewer utility easement, being 10 foot on either side of the storm sewer utility network center line on, over, across, under, and through all that part of a parcel as recorded in Document 2019R-07894, lying north of the northerly Right of Way (R.O.W.) of Baraga Avenue, a variable width R.O.W., and lying south of the northerly property line of said parcel, and lying west of the section line, and lying east of the westerly line of said parcel, all in the Northeast Quarter (NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan,

The above described storm sewer utility network center line is shown on the Easement Sketch attached hereto, and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

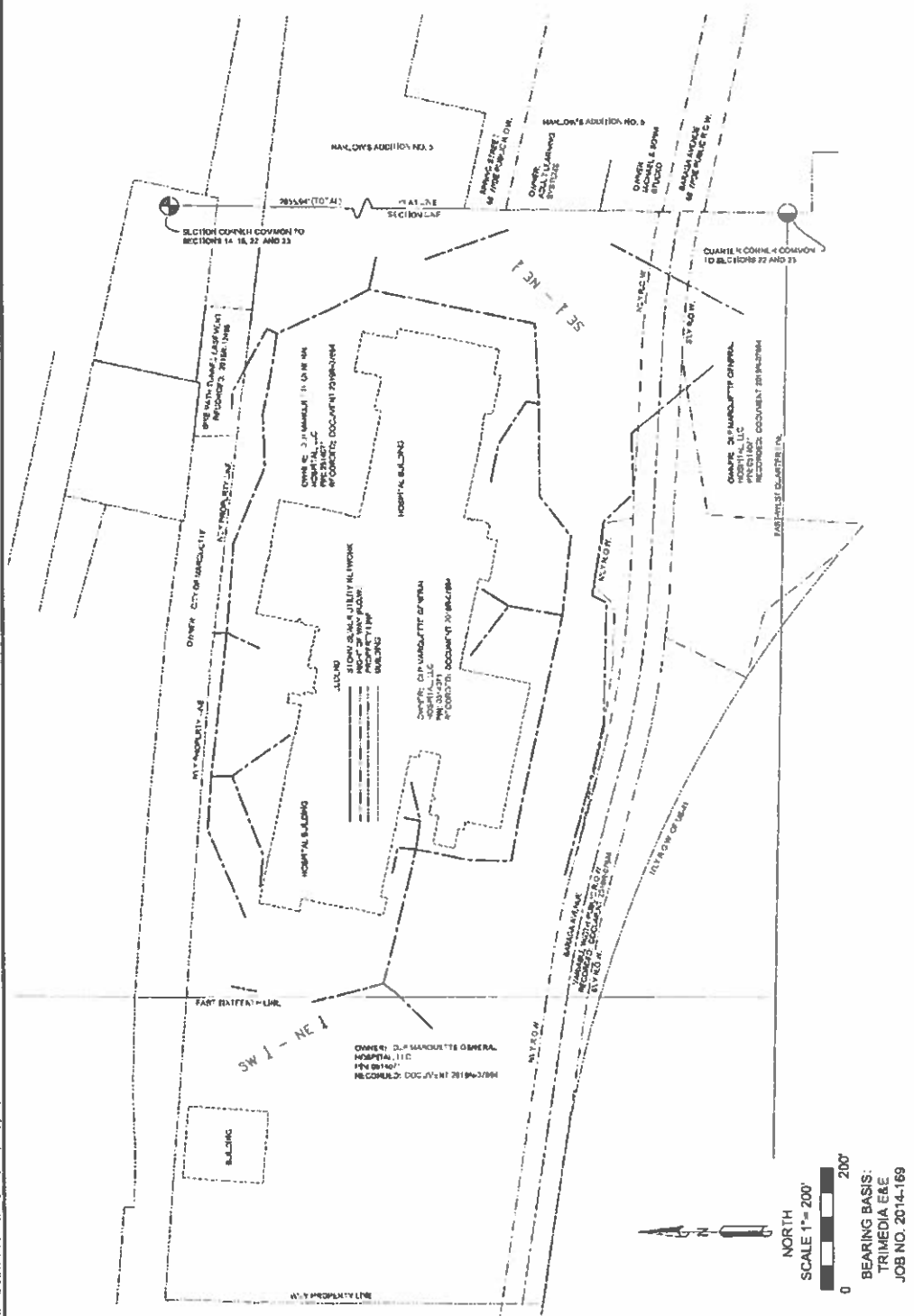
Prepared by: S. Holmquist
Date: September 4, 2019
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ15-020
PIN: 0514071

J:\Projects\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Storm Easement-Blanket-North\MQ15-020 Storm Utility Easement North Legal (190904).doc

EASEMENT SKETCH

EXHIBIT A

A STORM SEWER UTILITY EASEMENT ACROSS PART OF THE NORTHEAST QUARTER OF SECTION 22,
T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
SEPTEMBER 4, 2019
SHEET 1 OF 1
JOB NO. MQ15-020

NOTES:
1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED. THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.
2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM TRIMEDIA E&E JOB NO. 2014-169, LITTLEJOHN LEA NO. 20130197 PLAN FOR THE MARQUETTE REPLACEMENT HOSPITAL, AND CITY OF MARQUETTE PROPOSED BARAGA AVENUE RE-ALIGNMENT.
3. SEE CORRECTIVE DEED RECORDED IN DOCUMENT 2019R-07894.

PIN: 0514071

STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a variable width storm sewer easement ("Storm Sewer Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a storm sewer on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licenses, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a storm sewer in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantee shall, at Grantee's sole cost and expense, be solely and exclusively responsible for keeping the storm sewer and related improvements located within the Easement Area in good order, condition, and repair and shall perform, or cause to be

performed, all maintenance, repair, snow removal, resurfacing and replacement of such storm sewer and/or improvements. Any damage to the Easement Area or Grantor's immediately adjacent real property caused by Grantee or its employees, agents, guests, invitees or customers shall be promptly repaired by Grantee at Grantee's sole expense.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

7. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this STORM SEWER EASEMENT, as of the day and year first above written.

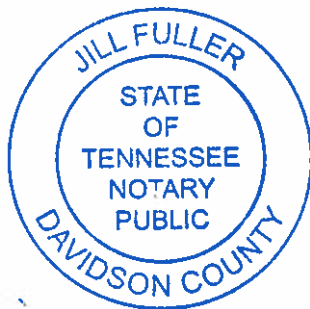
GRANTOR:

DLP MARQUETTE GENERAL HOSPITAL, LLC

By: 
Its: Interim President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Acknowledged before me in Davidson County Tennessee, on this 5 day of June, 2023, by Elmer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.




Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25

GRANTEE:

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A VARIABLE WIDTH STORM SEWER EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

Part of the Northeast Quarter (NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 369.37 feet; thence N89°07'38"W perpendicular to said section and westerly lines 1242.51 feet to the northerly Right of Way (R.O.W.) of Baraga Avenue, a variable width R.O.W., as recorded in Document 2019R-07894, and the easement Point of Beginning;

Thence along the storm sewer easement the following bearings and distances:

thence westerly along said northerly R.O.W. and a curve to the left 15.08 feet, said curve having a radius of 1533.00 feet and a delta of 00°33'49", the chord of which bears N81°18'56"W a distance of 15.08 feet; thence N81°35'50"W along said northerly R.O.W. a distance of 6.33 feet; thence N12°15'52"W 76.05 feet; thence N52°05'20"W 57.53 feet; thence S38°29'56"W 22.29 feet; thence N79°24'00"W 114.12 feet; thence N78°30'26"W 296.95 feet; thence N31°24'44"W 55.70 feet; thence N01°06'36"E 72.79 feet; thence N08°21'18"E 149.41 feet; thence N28°00'38"E 199.40 feet to the northerly property line of a parcel as recorded in Document 2019R-07894; thence S85°46'03"E along said northerly property line 22.19 feet; thence S08°17'31"W 119.68 feet; thence S31°07'41"W 51.75 feet; thence S48°59'12"W 45.52 feet; thence S08°23'08"W 119.11 feet; thence S10°15'00"W 62.14 feet; thence S64°31'48"E 59.94 feet; thence S78°05'34"E 327.57 feet; thence N17°38'10"E 14.83 feet; thence S71°46'04"E 37.76 feet; thence S07°33'20"E 20.33 feet; thence S52°05'20"E 75.67 feet; thence S12°15'52"E 90.91 feet to the Point of Beginning.

The above described parcel contains 1.04 acre, more or less, and is shown on the Easement Sketch attached hereto, and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: September 4, 2019

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ15-020

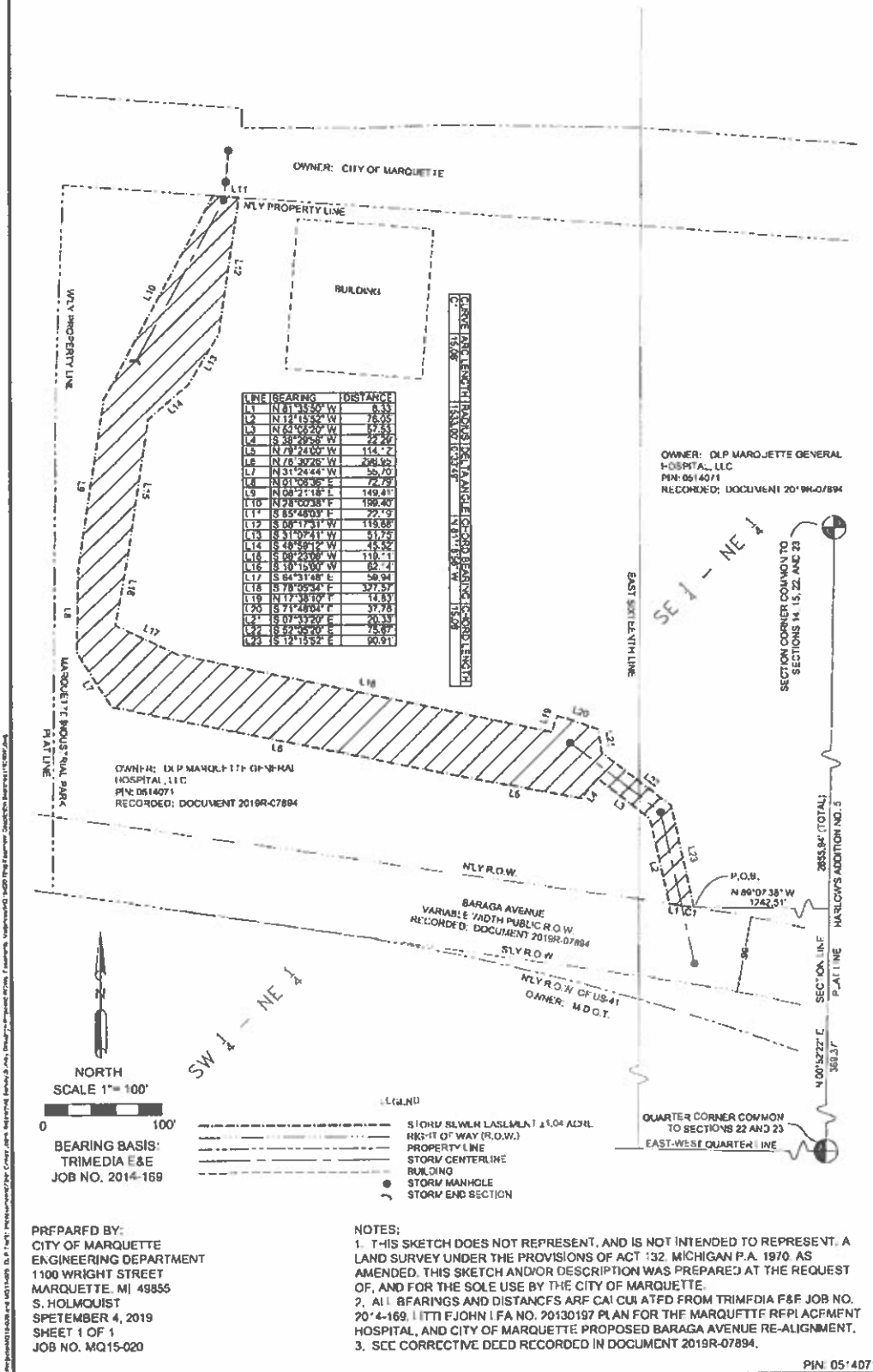
PIN: 0514071

J:\Projects\MO15-020 and MO17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Storm Main #2\MQ15-020 Storm Main #2 - Easement Legal Description (190904).doc

EASEMENT SKETCH

EXHIBIT A

A VARIABLE WIDTH STORM SEWER EASEMENT ACROSS PART OF THE NORTHEAST QUARTER OF SECTION 22, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



STORM SEWER OUTLET EASEMENT

THIS STORM SEWER OUTLET EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a 20' wide storm sewer outlet easement ("Storm Sewer Outlet Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a storm sewer outlet on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licensees, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a storm sewer outlet in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantee shall, at Grantee's sole cost and expense, be solely and exclusively responsible for keeping the storm sewer outlet and related improvements

located within the Easement Area in good order, condition, and repair and shall perform, or cause to be performed, all maintenance, repair, snow removal, resurfacing and replacement of such storm sewer outlet and/or improvements. Any damage to the Easement Area or Grantor's immediately adjacent real property caused by Grantee or its employees, agents, guests, invitees or customers shall be promptly repaired by Grantee at Grantee's sole expense.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

7. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this STORM SEWER EASEMENT, as of the day and year first above written.

GRANTOR:

DLP MARQUETTE GENERAL HOSPITAL, LLC

By: _____

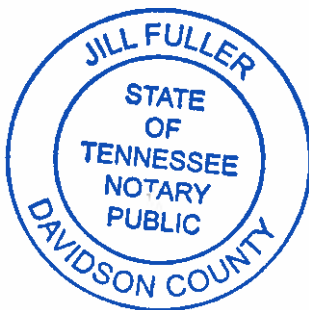
Its: _____

Elmer Polite
Interim President

STATE OF Tennessee
COUNTY OF Davidson

Acknowledged before me in Davidson County Tennessee, on this 5 day of June, 2023, by Elmer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.

Jill Fuller
Jill Fuller
Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25



GRANTEE:

CITY OF MARQUETTE

By: _____

Cody O. Mayer, Mayor

By: _____

Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A 20 FOOT WIDE STORM SEWER OUTLET EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

Part of the Southwest Quarter of the Northeast Quarter (SW ¼ - NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 423.05 feet; thence N89°07'38"W perpendicular to said section and westerly lines 1647.98 feet to the northerly Right of Way (R.O.W.) of Baraga Avenue, a variable width public R.O.W., as recorded in Document 2019R-07894 and the easement Point of Beginning;

Thence N81°35'50"W along said northerly R.O.W. a distance of 20.17 feet; thence N15°49'42"E 37.87 feet; thence S74°10'18"E 20.00 feet; thence S15°49'42"W 35.26 feet to the Point of Beginning.

The above described parcel contains 0.02 acre, more or less, and is shown on the Easement Sketch attached hereto, and is hereby made part of this document and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: September 4, 2019

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ15-020

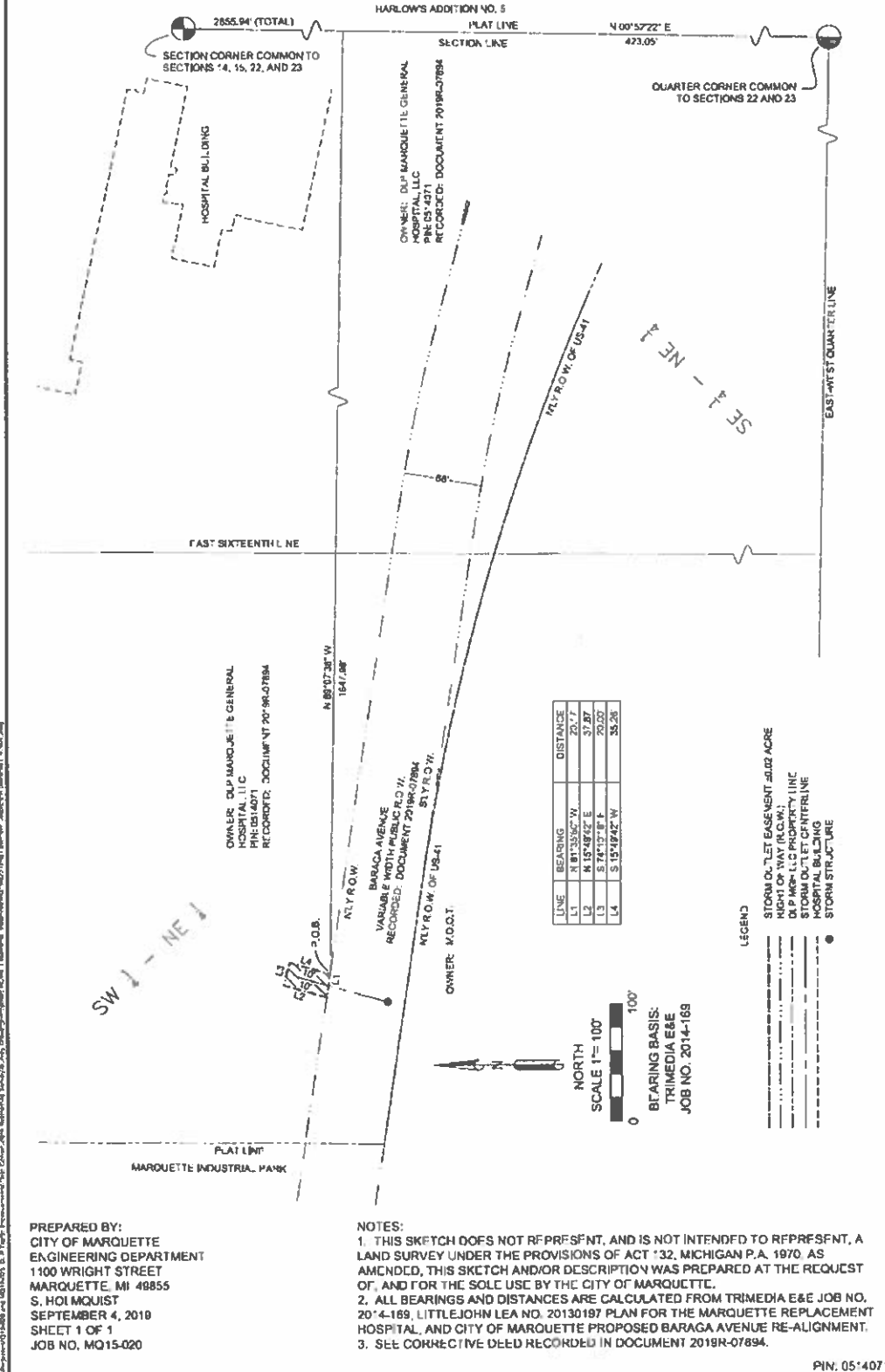
PIN: 0514071

J:\Projects\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Storm Main
01\MQ15-020 Storm Main #1 - Easement Legal Description (190904).doc

EASEMENT SKETCH

EXHIBIT A

A 20' WIDE STORM SEWER EASEMENT ACROSS PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



STORM SEWER UTILITY EASEMENT

THIS STORM SEWER UTILITY EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a variable width storm sewer utility easement ("Storm Sewer Utility Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a storm sewer utility on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licenses, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a storm sewer utility in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantee shall, at Grantee's sole cost and expense, be solely and exclusively responsible for keeping the storm sewer utility and related improvements

located within the Easement Area in good order, condition, and repair and shall perform, or cause to be performed, all maintenance, repair, snow removal, resurfacing and replacement of such storm sewer utility and/or improvements. Any damage to the Easement Area or Grantor's immediately adjacent real property caused by Grantee or its employees, agents, guests, invitees or customers shall be promptly repaired by Grantee at Grantee's sole expense.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

7. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this STORM SEWER UTILITY EASEMENT, as of the day and year first above written.

GRANTOR:

DLP MARQUETTE GENERAL HOSPITAL, LLC

By:

Its:

[Signature]

Interim President

STATE OF Tennessee)

COUNTY OF Davidson)

Acknowledged before me in Davidson County Tennessee, on this 5 day of June, 2023, by Elmer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.



[Signature]
Jill Fuller

Notary Public, Davidson County, Tennessee

My commission expires: 7/7/25

GRANTEE:

CITY OF MARQUETTE

By:

Cody O. Mayer, Mayor

By:

Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A STORM SEWER UTILITY EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

All that part of a parcel as recorded in Document 2019R-07894 lying south of the southerly Right of Way (R.O.W.) of Baraga Avenue, a variable width R.O.W., including Lots 7-23 and part of Lots 6 and 25 of the Homestead Addition; and part of Lots 12-14 of Hiram A. Burt's Addition; and part of the Northeast Quarter (NE1/4) of Section Twenty-Two (22), and **excepting therefrom** the R.O.W. of Hospital Drive and a M.D.O.T. Limited Access R.O.W. for US-41 as recorded in said Document; all in Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan.

The above described easement contains 6.49 acres, more or less, and is shown on the Easement Sketch attached hereto and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist
Date: September 4, 2019
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ15-020
PIN: 0514071

J:\Projects\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Storm Easement-Blanket-South\MQ15-020 Storm Utility Easement South Legal (190904).doc

SANITARY SEWER MAIN EASEMENT

THIS SANITARY SEWER MAIN EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a variable width sanitary sewer main easement ("Sanitary Sewer Main Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a sanitary sewer main on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licensees, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a sanitary sewer main in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantee shall, at Grantee's sole cost and expense, be solely and exclusively responsible for keeping the sanitary sewer main and related improvements

located within the Easement Area in good order, condition, and repair and shall perform, or cause to be performed, all maintenance, repair, snow removal, resurfacing and replacement of such sanitary sewer main and/or improvements. Any damage to the Easement Area or Grantor's immediately adjacent real property caused by Grantee or its employees, agents, guests, invitees or customers shall be promptly repaired by Grantee at Grantee's sole expense.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

7. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this SANITARY SEWER MAIN EASEMENT, as of the day and year first above written.

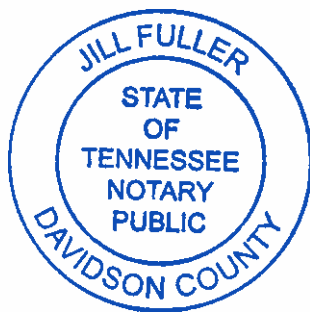
GRANTOR:

DLP MARQUETTE GENERAL HOSPITAL, LLC

By: 
Its: Interim President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Acknowledged before me in Davidson County, Tennessee, on this 5 day of June, 2023, by Emer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.




Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25

GRANTEE:

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A VARIABLE WIDTH SANITARY SEWER MAIN EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

Part of the Northeast Quarter (NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 196.53 feet; thence N89°07'38"W perpendicular to said section and westerly lines 1027.89 feet to the northerly Right of Way (R.O.W.) of US-41 and the easement Point of Beginning;

Thence westerly along said northerly R.O.W. and a curve to the left 559.25 feet, said curve having a radius of 2009.86 feet and a delta of 15°56'33", the chord of which bears N73°37'33"W a distance of 557.44 feet to the southerly R.O.W. of Baraga Avenue, a variable width public R.O.W., as recorded in Document 2019R-07894; thence S81°35'50"E along said southerly R.O.W. a distance of 255.61 feet; thence S70°21'47"E 297.04 feet; thence S06°18'14"E 20.10 feet to the Point of Beginning.

The above described parcel contains 0.12 acre, more or less, and is shown on the Easement Sketch attached hereto, and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist
Date: September 4, 2019
Prepared for: City of Marquette
City of Marquette Engineering Department Job No: MQ15-020
PIN: 0514071

J:\Project\MQ15-020 and MQ17-025 DLP Traffic Improvements\Field Construction Related\All Survey\Survey Drawings\Proposed ROWs, Easements, Variance\Legal Descriptions\Sanitary Main #2\MQ15-020 Sanitary Main #2 - Easement Legal Description (190904).doc

EXHIBIT A

HARTMAN'S ADDITION NO. 5

SECTION LINE

PLAT LINE

N 00°52'22" E
195.53'

SECTION CORNER COMMON TO
SECTIONS 14, 15, 22 AND 23

2555.94' (TOTAL)

OWNER: DLP MARQUETTE GENERAL
HOSPITAL, LLC
PINC# 4071
RECORDED: DOCUMENT 2019R-07894

HOSPITAL BUILDING

OWNER: DLP MARQUETTE GENERAL
HOSPITAL, LLC
PINC# 4071
RECORDED: DOCUMENT 2019R-07894

QUARTER CORNER COMMON
TO SECTIONS 22 AND 23

SE 1/4 - NE 1/4

SW 1/4 - NE 1/4

EAST SIXTEENTH LINE

OWNER: M.E.O.

1027.83'

N 89°07'34" W

P.O.B.

1/2" ROW OF US-41

1/2" ROW

BARAGA AVENUE
VARIABLE WIDTH PLACED ROW
RECORDED: DOCUMENT 2019R-07894

1/2" ROW OF US-41

1/2" ROW

LINE	BEARING	DIS. ANCH.
L1	S 81°35'00" E	254.61'
L2	S 70°17'14" E	297.95'
L3	S 05°18'14" E	20.10'

CURVE	ANG. LE. WIDTH	MAJ. RAD.	DELTA ANGLE	C-CORD BEARING	C-CORD LENGTH
C1	556.25'	2009.85'	15°56'33"	N 73°37'33" W	557.44'

SCALE 1" = 100'

BEARING BASIS:
TRIMEDIA E&E
JOB NO. 2014-169

0 100'

NORTH

OWNER: DLP MARQUETTE GENERAL
HOSPITAL, LLC
PINC# 4071
RECORDED: DOCUMENT 2019R-07894

LINE	BEARING	DISTANCE
L1	S 81°35'50" E	254.81'
L2	S 70°21'42" E	297.04'
L3	S 06°18'16" E	26.10'

END

SANITARY MAIN EASTMENT™ 18.17 ACRF
RIGHT OF WAY (R.O.W.)
OLD V&A LLC PROPERTY LINE
SANITARY MAIN CENTERLINE
HOSPITAL BUILDING
SANITARY MANHOLE

PREPARED BY:
CITY OF MARQUETTE
ENGINEERING DEPARTMENT
1100 WRIGHT STREET
MARQUETTE, MI 49855
S. HOLMQUIST
SEPTEMBER 4, 2019
SHEET 1 OF 1
JOB NO. MQ15-020

NOTES:

1. THIS SKETCH DOES NOT REPRESENT, AND IS NOT INTENDED TO REPRESENT, A LAND SURVEY UNDER THE PROVISIONS OF ACT 132, MICHIGAN P.A. 1970, AS AMENDED. THIS SKETCH AND/OR DESCRIPTION WAS PREPARED AT THE REQUEST OF, AND FOR THE SOLE USE BY THE CITY OF MARQUETTE.

2. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM THE MEDIA E&E JOB NO. 2014-189, LITTLEJOHN LEA NO. 20130197 PLAN FOR THE MARQUETTE REPLACEMENT HOSPITAL, AND CITY OF MARQUETTE PROPOSED BARAGA AVENUE RE-ALIGNMENT.

3. SEE CORRECTIVE DEED RECORDED IN DOCUMENT 2019R-07894.

PIN: 05-4071

WATER MAIN EASEMENT

THIS WATER MAIN EASEMENT ("Easement") is made as of _____, 2023 by and among DLP MARQUETTE GENERAL HOSPITAL, LLC, a Michigan limited liability company ("Grantor"), whose address is c/o LifePoint Health, Inc., 330 Seven Springs Way, Brentwood, Tennessee 37027 and the CITY OF MARQUETTE, a Michigan municipal corporation, whose address is 300 West Baraga Avenue, Marquette, MI 49855 ("Grantee").

WHEREAS, Grantor desires to establish and create a variable width water main easement ("Water Main Easement") which shall benefit the Grantee and shall burden the portions of the Grantor's Property depicted and legally described on the attached Exhibit A ("Easement Area");

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions described herein, the parties hereby agree as follows:

1. Non-Exclusive Easement. Grantor does hereby grant to Grantee and Grantee's successors and assigns, and their respective tenants, agents, employees, contractors, guests, invitees, licensees, others with legitimate purposes, and persons claiming by or through them, including the public, a perpetual, non-exclusive easement for the installation, construction, repair, replacement and/or maintenance of a water main on, over, across, through and under the Easement Area, in accordance with the terms and conditions hereof. The easement granted herein is not exclusive, and Grantor reserves the right to use the Easement Area for its own purposes and that of its employees, agents, tenants, invitees, licenses, guests, successors and assigns, provided that such use shall not unreasonably interfere with Grantee's rights granted herein.

2. Interference and Obstruction. Grantor shall not prohibit, restrict, limit, block, close or otherwise materially interfere with the Easement Area, or Grantee's use thereof. Grantee shall not prohibit, restrict, limit, block, close, or otherwise materially interfere with the Easement Area or Grantor's use thereof. Grantor and Grantee agree not to construct or place any permanent buildings or structures, fences, earthen berms or embankments, or improvements other than a water main in, over, under or across the Easement Area. Grantor shall have the right to grant additional easements to third parties in the Easement Area for purposes of installation, maintenance, and operation of utility facilities and utility infrastructure on, over, across, and through all or any portion of the Easement Area, provided that the same does not materially interfere with the rights granted herein.

3. Maintenance; Damage. Grantee shall, at Grantee's sole cost and expense, be solely and exclusively responsible for keeping the water main and related improvements located within the Easement Area in good order, condition, and repair and shall perform, or cause to be

performed, all maintenance, repair, snow removal, resurfacing and replacement of such water main and/or improvements. However, Grantor shall be responsible for any removal of, repair to or replacement of the surface property or any non-water main related structures located within the Easement Area.

4. Quiet Use and Enjoyment. Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms hereof without any suit, trouble or interference of any kind by Grantor or any other person or entity, and Grantor shall protect and defend the right, title and interest of Grantee hereunder from any other rights, interests, title and claims.

5. Amendment. This Agreement may be amended, modified or terminated (in whole or in part) only by written amendment approved by both Grantor and Grantee, and recorded at the Marquette County Register of Deeds.

6. No Representation or Warranty as to Condition. The Easement Area has been provided to Grantee for use as a utility easement "AS IS" in its present condition, and Grantor makes no further, warranty of representation as to the Easement Area.

7. Miscellaneous Provisions:

A. Binding Effect. This Agreement, and the rights and responsibilities set forth herein, are intended to be and shall be construed as covenants running with the land and shall be binding upon, and shall inure to the benefit of and be enforceable by the Grantor, Grantee, and their respective successors and assigns.

B. Notices. All notices, demands and requests given or required to be given pursuant hereto shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if served in person, by messenger or courier service, or sent by express delivery (including delivery by companies providing so-called "overnight delivery") or United States registered or certified mail, postage prepaid, return receipt required, addressed to the recipient, or to such other address as such party may hereafter designate by written notice to the other parties hereto. Any notice given in accordance with the provisions of this paragraph shall be deemed to be received and effective on the date of delivery if personally delivered, three days after the date mailed, if mailed, or one day after the date delivered to the overnight mail courier if sent by express delivery.

C. Severability. The invalidity or enforceability of any part or provision hereof shall not affect the validity or enforceability of any other part or provision.

D. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

E. Non-Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance which it relates and shall not be deemed to be a continuing and permanent waiver, unless specifically so stated.

F. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

G. Exempt from Transfer Taxes. This Agreement is exempt from transfer taxes pursuant to MCL 207.505(a) and 207.526(a).

The undersigned have executed this WATER MAIN EASEMENT, as of the day and year first above written.

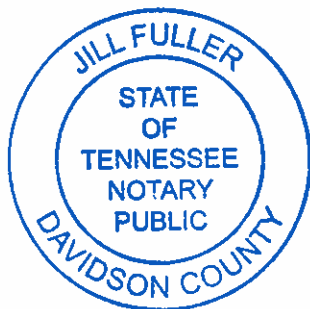
GRANTOR:

DLP MARQUETTE GENERAL HOSPITAL, LLC

By: 
Its: Interim President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Acknowledged before me in Davidson County Tennessee, on this 5 day of June, 2023, by Elmer Polite, Interim President of DLP MARQUETTE GENERAL HOSPITAL, LLC, on behalf of the company.




Notary Public, Davidson County, Tennessee
My commission expires: 7/7/25

GRANTEE:

CITY OF MARQUETTE

By: _____
Cody O. Mayer, Mayor

By: _____
Kyle Whitney, Clerk

STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE)

Acknowledged before me in _____ County, Michigan, on this ____ day
of _____, 2023, by Cody O. Mayer, Mayor and Kyle Whitney, Clerk of the City of
Marquette, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires: _____

Approved as to Substance:

Karen M. Kovacs, City Manager

Drafted by:
Suzanne C. Larsen (P57017)
City Attorney, City of Marquette
300 W. Baraga Avenue
Marquette, Michigan 49855
(906) 225-8563

**EXHIBIT A
LEGAL DESCRIPTION
FOR A VARIABLE WIDTH WATER MAIN EASEMENT
FROM DLP MGH, LLC TO THE CITY OF MARQUETTE**

Part of the Northeast Quarter (NE ¼) of Section Twenty-Two (22), Township Forty Eight North Range Twenty Five West (T48N-R25W), City of Marquette, Marquette County, Michigan, being more particularly described as:

Commencing at the Quarter corner common to Sections 22 and 23; thence N00°52'22"E along the section line and westerly plat line of Harlow's Addition Number 5 a distance of 207.92 feet to the northerly Right of Way (R.O.W.) of Baraga Avenue, a variable width public R.O.W. and the easement Point of Beginning;

Thence along the water main easement the following bearings and distances:

thence continuing N00°52'22"E along said plat and section line 251.22 feet; thence continuing N00°52'22"E along said plat and section line 56.37 feet; thence N76°42'23"W 130.76 feet; thence N30°22'13"W 14.38 feet; thence N11°09'06"E 189.20 feet; thence N35°47'14"W 162.09 feet to the northerly property line of a parcel as recorded in Document 2019R-07894; thence N83°13'39"W along said northerly property line 553.99 feet; thence N85°46'03"W along said northerly property line 441.86 feet; thence S56°15'00"W 93.43 feet; thence S12°26'29"W 146.39 feet; thence S10°29'07"W 80.84 feet; thence S03°38'53"W 81.14 feet; thence S07°19'39"W 136.13 feet; thence S31°24'40"E 95.09 feet; thence S08°46'48"W 7.78 feet to said northerly R.O.W.; thence S81°35'50"E along said northerly R.O.W. a distance of 20.00 feet; thence N08°46'48"E 14.96 feet; thence N31°24'40"W 94.98 feet; thence N07°26'46"E 18.97 feet; thence S79°43'20"E 25.63 feet; thence N10°16'40"E 20.00 feet; thence N79°43'20"W 26.95 feet; thence N07°19'39"E 91.05 feet; thence N03°38'53"E 80.59 feet; thence N10°29'07"E 98.58 feet; thence S71°48'50"E 25.31 feet; thence N18°11'10"E 20.00 feet; thence N71°48'50"W 26.66 feet; thence N12°26'29"E 98.71 feet; thence N56°15'00"E 91.55 feet; thence S85°29'18"E 71.58 feet; thence S02°59'39"W 31.30 feet; thence S87°00'21"E 20.00 feet; thence N02°59'39"E 30.50 feet; thence S84°29'07"E 220.96 feet; thence S07°38'20"W 28.94 feet; thence S82°21'40"E 20.00 feet; thence N07°38'20"E 29.59 feet; thence S84°00'45"E 447.43 feet; thence S04°36'50"W 21.72 feet; thence S85°23'10"E 20.00 feet; thence N04°36'50"E 21.44 feet; thence S84°12'05"E 162.59 feet; thence S35°47'14"E 154.29 feet; thence S11°09'06"W 188.10 feet; thence S30°22'13"E 30.52 feet; thence S76°42'23"E 123.82 feet; thence S10°50'59"W 74.29 feet; thence S34°09'01"E 13.04 feet; thence S00°16'14"W 181.55 feet; thence S45°00'00"W 10.03 feet; thence S00°00'00"E 13.37 feet to said northerly R.O.W.; thence easterly along said northerly R.O.W. and a curve to the right 30.19 feet, said curve having a radius of 1433.00 feet and a delta of 01°12'25", the chord of which bears S78°44'51"E a distance of 30.19 feet to the Point of Beginning.

The above described parcel contains 1.12 acres, more or less, and is shown on the Easement Sketch attached hereto, and is hereby made part of this document, and is subject to all mineral rights, mineral reservations, mineral exceptions, easements and building and use restrictions of record, and all other conditions, reservations, exceptions and restrictions as may be contained in any conveyance constituting the recorded chain of title to said premises, and further subject to all applicable zoning laws, ordinances and visible easements, if any.

Prepared by: S. Holmquist

Date: September 4, 2019

Prepared for: City of Marquette

City of Marquette Engineering Department Job No: MQ15-020

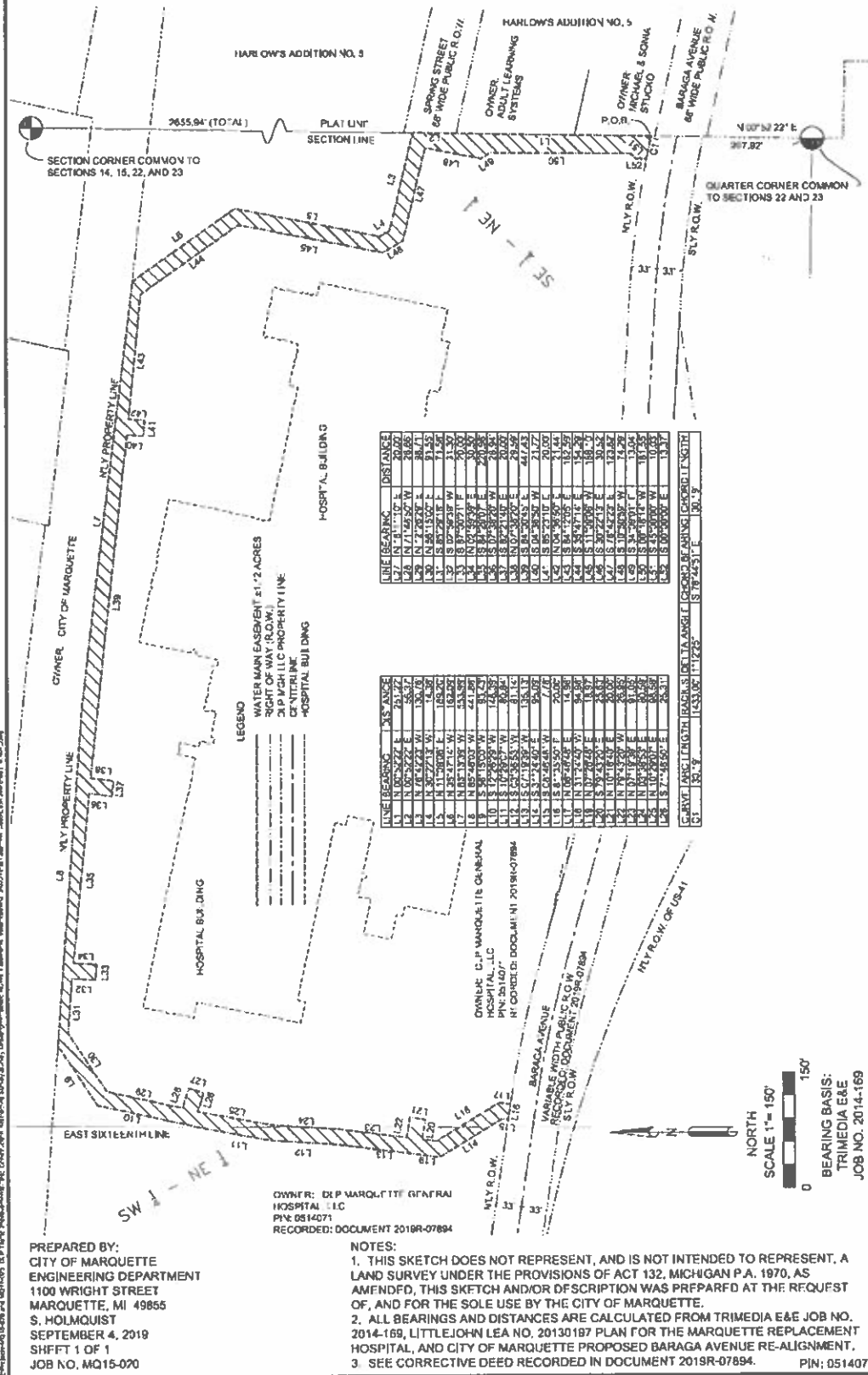
PIN: 0514071

J:\Projects\MQ15-020 and MQ17-025 DLP Traffic Improvement\Field Construction Related\All Surveys\Survey Drawings\Proposed ROWs, Easements, Variances\Legal Descriptions\Water Main\MQ15-020 Water Main - Easement Legal Description (1000004).doc

EASEMENT SKETCH

EXHIBIT A

A VARIABLE WIDTH WATER MAIN EASEMENT ACROSS PART OF THE NORTHEAST QUARTER OF SECTION 22, T48N-R25W, CITY OF MARQUETTE, MARQUETTE COUNTY, MICHIGAN



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Consent Agenda

GEI Change Order - Tourist Park SHPO Review

BACKGROUND:

At the March 28, 2022 regular meeting, the City Commission approved a resolution authorizing the submission of a Michigan Land and Water Conservation Fund (LWCF) grant to install the Tourist Park Day-Use road and associated parking in accordance with the 2013 land-use plan for the park. As a condition of the grant program, a section 106 State Historic Preservation Office (SHPO) review must be conducted.

The City contracted with GEI consultants to complete the Section 106 review. Because of the historic uses of the land prior to City ownership, SHPO has required several additional steps and an expansion of the scope of the archaeological review. Approval of this change order will authorize GEI to make the necessary revisions to the Phase I records review and survey and perform additional on-site exploration.

This change order brings the total contract with GEI for the Tourist Park SHPO Section 106 Review to \$32,405. Community Services staff included SHPO 106 Review in the budget submitted to the State of Michigan as part of the LWCF grant application. All work done in connection with the Section 106 Review process is reimbursable by the grant.

Staff is recommending amending the Tourist Park Budget to include an additional \$15,000 beyond the current budgeted amount, to include the current work and an additional amount to ensure adequate funds are available for future potential changes in scope due to the SHPO review.

FISCAL EFFECT:

The Tourist Park Fund has sufficient balance to cover these services and the expenses are reimbursable through the LWCF grant.

RECOMMENDATION:

Approve the change order with GEI Consultants to complete the SHPO Section 106 Review and amend the FY 23 Tourist Park Budget to reflect expenses not-to-exceed \$43,553.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Change Order 4
- ▣ Grant Site Development Plan



Consulting
Engineers and
Scientists

May 22, 2023

VIA EMAIL: amaciver@marquettemi.gov

Mr. Andrew MacIver
Assistant Director of Community Services
City of Marquette
300 West Baraga Avenue
Marquette, MI 49855

Re: Change Order No. 4 for Cultural Resources Technical Services for the Tourist Park Campground Project, Marquette, Michigan

Dear Mr. MacIver:

GEI Consultants, Inc. (GEI) is pleased to submit change order No. 4 to present the scope and estimated fees for additional cultural resources services associated with the Tourist Park Campground Project. As part of the Section 106 of the National Historic Preservation Act (NHPA) (Section 106) compliance process, the federal agency or their delegate must make a good faith effort to identify Historic Properties located in a project's Area Potential Effects (APE) and if present, determine whether the proposed project will result in effects to those resources. The Section 106 process was initiated for the project on August 19, 2022 via the City's submittal of the Section 106 application package. Since this time, additional cultural resources studies have been prepared and submitted and State Historic Preservation Office/r (SHPO) comments have been received dated September 16, 2022; March 1, 2023; and April 25, 2023. In addition, a supplemental information request was issued by SHPO staff via email on May 2, 2023, asking for the opportunity to review the scope(s) of work for the project and for the document(s) to be provided via email. GEI has since provided the City of Marquette with a memorandum addressing the timeline and phasing of the project scopes for their submittal to SHPO, but needs to prepare a Response to Comments (RTC) letter.

GEI previously prepared a revised technical report to address archaeological resources for the project, entitled: *Phase I Archaeological Records Review and Survey, Marquette Tourist Park Campground Project, City of Marquette, Marquette County, Michigan*, and it was submitted to SHPO on March 8, 2023. In the SHPO comments dated April 25, 2023, SHPO requested additional details about the methods employed during the fieldwork, the findings in the field, and the refinement of the APE from 9.90-acres to 9.10-acres. As part of the current scope of work, GEI intends to address these information requests in an RTC letter and GEI has also include time for senior cultural resources staff members to attend up to one video conference with SHPO to further discuss their information needs and to define the next steps for the project, if needed.

Deliverables

- SHPO RTC letter, including a draft for City review and a final for the City to submit to SHPO

Exceptions/Assumptions

- Under this scope of work, GEI senior cultural resources staff will attend up to one video conference with SHPO staff to discuss their additional information requests, if needed.

www.geiconsultants.com

8615 W. Bryn Mawr Avenue, Ste 406
Chicago, IL 60631-3501
312.985.0365

- Any additional comments received from SHPO regarding the need for report updates or any other additional studies may necessitate additional change order(s).
- In the event that SHPO requires additional fieldwork to address the APE for archaeological resources, such services will be addressed via a change order.
- The identification and evaluation efforts will result in a recommended finding of *No Historic Properties Affected* or *No Adverse Effect on Historic Properties within the APE*. If any NRHP-listed or NRHP-eligible resources are identified in the APE (i.e., Historic Properties pursuant to Section 106) and these resources cannot be avoided by the proposed project, GEI will contact the client to discuss the next steps for the project.
- The City of Marquette will submit the SHPO RTC letter prepared by GEI directly to the Michigan SHPO.

Cost Estimate

The cost for completing the SHPO RTC letter and attending up to one meeting with SHPO staff is \$3,852.00.

If you have any questions about our proposal, please contact our Project Manager, Denise Jurich at 916.296.9442 or djurich@geiconsultants.com.

Sincerely,

GEI CONSULTANTS, INC.



Denise M. Jurich, M.A., RPA
Project Manager/Senior Archaeologist



Jennifer M. Sanka, M.A., RPA
Archaeologist

JMS:dmj

Tourist Park Day—Use Access Road and Parking Area

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Consent Agenda

Northern Michigan University - Agreement for Use of Lakeview - Ice Contract

BACKGROUND:

Northern Michigan University has requested an agreement to use Lakeview Arena ice between July 17 and August 31, 2023 while the Berry Events Center is under construction. This is outside of the normal operating season for Lakeview Arena ice, therefore NMU has agreed to front the monthly cost of operations of \$20,000. Any revenues from other groups during the term of this agreement will be an offset to NMU's fee, except that NMU will remain responsible for paying fees related to ice time used by NMU. This will assure that Lakeview revenue will be at least \$20,000 per month during the term of this agreement.

The agreement requires two equal payments of \$20,000, paid on the first of July and August. Staff has worked with the City Attorney and NMU to draft the agreement.

FISCAL EFFECT:

Lakeview Arena fund will receive a minimum of \$40,000 for operations and ice use from July through August 2023.

RECOMMENDATION:

Approve the Agreement for Use of Lakeview Arena with Northern Michigan University, and authorize the Mayor and Clerk to sign the agreement.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ NMU Ice Agreement
- ▣ Insurance and Exhibit A

AGREEMENT FOR USE OF LAKEVIEW ARENA

This Agreement, made and entered into this ____ day of _____ 2023, by and between the **CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, MI 49885 (hereinafter referred to as the “City”) and the **NORTHERN MICHIGAN UNIVERSITY**, of 1401 Presque Isle Avenue, Marquette, MI 49885 (hereinafter referred to as the “User Group”).

WHEREAS, the City is the owner and operator of Lakeview Arena at 401 E. Fair Avenue, Marquette, Michigan; and

WHEREAS, the City is willing to lease to User Group space as shown in Exhibit “A” in Lakeview Arena in accordance with the terms and conditions contained herein from July 17, 2023, through August 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, it is agreed as follows:

1. In consideration of the city installing and maintaining an ice rink during months not typically maintained, User Group agrees to pay two equal payments of Twenty Thousand and 00/100 each on July 1 and August 1, 2023 which shall be inclusive of all ice usage by User Group during that time frame; subject to the offset set forth in paragraph 2 below.

2. The User Group recognizes that use of Arena facilities must be properly planned. User Group will be guaranteed exclusive ice usage during the term of this agreement from 12:00 pm until 1:00 pm each week day (Monday-Friday). User Group will be allowed to schedule additional exclusive ice usage by providing at least 7 days written notice to the Director of Community Services, or his designee. User Group has priority over ice usage, but other user groups will be allowed ice time not reserved by User Group.

Fees paid by other user groups will be offset against User Group’s monthly fee, except that

no offset will be made against actual ice usage by User Group which shall be charged at a rate of \$210/hour for prime time ice (Monday-Friday 3:00 p.m. - 11:00 p.m. and all Saturday and Sunday) and \$160/hour for non-prime time ice (all other times). Under this arrangement, the minimum that User Group will pay each month is the fees attributed to User Group's ice usage, and the maximum User Group will pay each month is \$20,000.

3. The User Group understands and agrees that there is inherent danger and risk of injury to those individuals participating in and observing the User's Group's activities. The User Group expressly agrees to assume the full risk of and responsibility for any and all injuries, accidents, illness or damages (including death) that may occur as a result of participating in or observing the User's Group's activities except to the extent caused by the City's negligence or intentional misconduct, and the User Group releases the City, its officers, directors, agents, representatives, contractors and employees from such liability.

4. The User Group shall procure and maintain insurance for the duration of this Agreement against liability claims, including attorney fees and costs, for injuries to persons or damages to property which may arise from or in connection with the use of Lakeview Arena, including but not limited to bodily injury, property damage or other injury or damage that may occur in connection with User Group's activities, and naming the City as an additional insured. The insurance required by this Agreement shall be in amounts acceptable to the City and shall be endorsed to state that coverage shall not be reduced or canceled except after thirty (30) days notice to the City by certified mail, return receipt requested.

5. The occurrence of any of the following shall constitute a default by the User Group:

- a. Abandonment and vacation of Lakeview Arena during the Agreement.
- b. Failure to perform any provision of this Agreement, if the failure to perform is not cured within thirty (30) days after the City provides written notice to the User Group.

c. Failure to maintain insurance as required by this Agreement, which shall be cause for immediate termination of this Agreement by the City.

d. Failure to comply with any law or government order.

e. The User Group files a petition in bankruptcy or insolvency or for reorganization, or involuntary proceedings are filed against the User Group under applicable bankruptcy laws.

f. The User Group fails to make any payment when due.

6. In the event of default, the City shall provide the User Group written notice of default. The User Group shall have thirty (30) days after notice is provided to cure said default. No notice shall be deemed a forfeiture or termination of this Agreement unless the City specifies such in the notice. In the event the User Group does not cure the default within the allowed thirty (30) day time period, the City shall have the following remedies, which shall not be exclusive and shall be in addition to any other remedies now or later allowed by law:

a. The City may elect to continue this Agreement.

b. The City may terminate the User Group's right to possession of Lakeview Arena at any time, by providing specific written notice to this effect.

c. The City shall be entitled to recover all amounts due, including any attorney fees incurred by the City in pursuit of the default.

If User Group's default creates a public health hazard, or is a violation of a public health law or government order, which may result in illness, injury or death City, in its sole discretion, may provide written notice of immediate termination or suspension of this agreement. If User Group remedies such default, City may, in its discretion, reinstate this agreement.

7. Any notice required under this Agreement shall be in writing and served by prepaid, first class mail to the address listed on the first page of this Agreement, or any other address as

either party may provide to the other in writing.

8. No delay or omission in the exercise of any right or remedy of the City on any default by the User Group shall impair such right or remedy or be construed as a waiver of the right to pursue such remedy.

9. Nothing in this lease shall render the City in any way a partner, in joint ventureship with the User Group.

10. Upon the expiration or termination of this Agreement, the User Group shall at its sole expense:

- a. Remove all of its goods, effects, and equipment.
- b. Surrender the premises to the City.

Any goods, effects or equipment owned by the User Group that is not removed shall be deemed to have been abandoned and shall become the property of the City.

11. By executing this Agreement and taking possession pursuant to the terms contained herein, the User Group acknowledges that Lakeview Arena is in the condition called for by this Agreement, provided that User Group shall have a right to inspect Lakeview Arena prior to taking possession.

12. This Agreement contains the entire agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.

13. This Agreement shall bind and benefit the parties and their successors and permitted assigns.

14. This contract is executed in the City of Marquette, State of Michigan, and shall be construed under the laws of the State of Michigan, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Marquette, State of Michigan, and each party waives the right to change of venue.

15. Notwithstanding any other provision herein, nothing in this Agreement shall be construed as a waiver of user Group's governmental immunity.

CITY OF MARQUETTE

NORTHERN MICHIGAN UNIVERSITY

Cody O. Mayer, Mayor



By: R. Gavin Leach
Its: Vice President for Finance and Administration

Kyle Whitney, City Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney

1605

7/1/2014

This endorsement, which forms a part of and is for attachment to the above-referenced coverage document, takes effect on the effective date of the coverage document unless an effective date is shown below.

COVERAGE FOR PERSON, ENTITY OR ORGANIZATION (COVERED PARTY) UNDER A COVERED CONTRACT

Unless otherwise stated, coverage provided by this endorsement is subject to the terms, conditions, and limitations of this coverage document.

A. Coverage

SECTION II - WHO IS COVERED is amended to include any person, entity or organization (hereinafter referred to as a **Covered party**) for **Bodily injury, Personal injury, Advertising injury** or **Property damage** covered under this coverage document that occurs during the coverage period but only with respect to a **Covered contract** and only where you have agreed in writing to include the **Covered contract** and **Covered party** for such coverage. Coverage by this endorsement to the **Covered party** is limited to:

1. Liability arising out of a covered **Occurrence** that is caused, in whole or in part by you or on your behalf by your agents or subcontractors; and
2. The extent of coverage and Limits of Liability as stipulated in the **Covered contract**. However, such coverage and limits shall not increase our limits of liability as stated in Section III – LIMITS OF LIABILITY or alter any of the terms of coverage stated in this coverage document. Further, our payment obligation shall not exceed the lesser of:
 - a. The limits of liability stated in SECTION III – LIMITS OF LIABILITY and as shown in the declarations; or
 - b. The limits(s) of coverage stipulated in the **Covered contract** applicable to this coverage document.

The **Covered contract** must be effective and executed prior to a covered **Occurrence**.

B. Exclusions

The following exclusions apply to this endorsement and are in addition to those exclusions stated in this coverage document or as amended by endorsement:

1. This insurance does not apply to **Bodily injury, Personal injury, Advertising injury** or **Property damage** arising out of, resulting from, caused by, or contributed to by:
 - a. The sole negligence by the **Covered party** or anyone else acting on the **Covered party's** behalf.

- b. An **Occurrence** which takes place after the cancellation date of this coverage document or cancellation date of this endorsement, or by termination or ending by either party of the **Covered contract**, whichever occurs first.

C. Limits of Liability Application

Any payment obligation by us under this endorsement involving a **Covered contract** that is a result of a covered **Occurrence** taking place during the coverage period will be subject initially to the **Annual Aggregate Loss Retentions** shown in the Declarations and also subject to the applicable limits of liability set forth in paragraph A.2 (**Coverage**) of this endorsement. Nothing in this endorsement creates any additional, supplemental, or separate limits of liability under this coverage document.

D. Conditions

The following conditions apply to this endorsement and are in addition to those conditions stated in this coverage document or as amended by endorsement.

1. If we cancel this coverage document (including this endorsement) or only cancel this endorsement prior to this coverage document's expiration date and where specifically stipulated in the approved **Covered contract**, we agree to provide the **Covered party** to the **Covered contract** advance written notice of such cancellation based on the number of days specified therein.
2. The coverage provided by this endorsement is primary to, and on a non-contributory basis with, any other available coverage to the **Covered party**.
3. If required by **Covered contract** we will waive any right of recovery or subrogation against the **Covered party**.
4. The **Covered party** must give us prompt written notice of an **Occurrence** involving the **Covered contract** that may result in a claim or **Suit**. Any ensuing claim or **Suit** must include and be brought against both the **Covered party** and us. We will have the right and duty to conduct and control the legal defense for the **Covered party** named in the claim or **Suit**. Our defense of and any payment obligations for a claim or **Suit** will be subject to the terms and conditions set forth in General Liability coverage document or as amended by endorsement.
5. The **Covered party** must cooperate with us during the handling of the potential claim, claim or **Suit** involving a **Covered contract**.
6. You must retain a written copy of the **Covered contract**.

Maureen Biehl

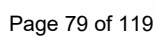
Authorized Representative

6/14/2022

Date



LAKEVIEW ARENA



City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Consent Agenda **Sales of Surplus Equipment**

BACKGROUND:

City staff routinely evaluates the motor pool fleet and makes recommendations when to auction or sell obsolete equipment. The following vehicles have been recommended for sale due to age and high maintenance issues.

- 2008 International 5600I plow truck
- 1995 Walker MDDGHS riding mower
- 2013 MB MSV5 municipal tractor
- 1996 Peterbilt cabover with a Vac-All leaf vacuum

FISCAL EFFECT:

Proceeds from the sale of this vehicle will be credited to the City's Motor Pool Fund - Sale of Fixed Assets.

RECOMMENDATION:

Declare a 2008 International 5600I plow truck, 1995 Walker MDDGHS riding mower, 2013 MB MSV5 municipal tractor, and a 1996 Peterbilt cabover with a Vac-All leaf vacuum as surplus and authorize City staff to prepare equipment for sale.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

No Attachments Available

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Consent Agenda **SpinwayMQT Lease Agreement Addendum**

BACKGROUND:

At the May 9, 2022 regular meeting the City Commission approved a three-year lease agreement with Pete Duex, owner of SpinwayMQT, LLC and the Marquette Downtown Development Authority (DDA) for a 10-foot by 24-foot section of property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail.

In May 2023, Pete Duex contacted the DDA and indicated an interest in transferring the lease to Thomas Fure of MQT Bike Rentals, LLC. The terms of the original lease require that the City and DDA consent to any transfer or assignment and the City Attorney has prepared the attached addendum, which would transfer the original lease from SpinwayMQT, LLC to MQT Bike Rentals, LLC. The DDA board approved the proposed addendum at the June 8 meeting.

The City Charter requires two reads for all lease agreements. This marks the first read of this item.

FISCAL EFFECT:

None by this action.

RECOMMENDATION:

Move the SpinwayMQT, LLC lease agreement addendum to the next regular meeting.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Addendum to Lease Agreement
- ▣ Exhibit A
- ▣ DDA Letter
- ▣ 060823.DDA Board Meeting Minutes

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made and entered into this _____ day of _____ 2023, by and between **THE MARQUETTE DOWNTOWN DEVELOPMENT AUTHORITY**, an authority of the City of Marquette, of 337 W. Washington Street, Marquette, Michigan 49855, hereinafter “LESSOR”, **SPINWAYMQT, LLC**, a Michigan limited liability company, with a mailing address of 1599 Altamont Street, Marquette, Michigan 49855, hereinafter “ASSIGNOR” and **MQT BIKE RENTALS, L.L.C.**, a Michigan limited liability company of 607 N. Third Street, Marquette, Michigan 49855, hereinafter “ASSIGNEE”.

Recitals

- A. The City of Marquette, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855 is the owner of the real property located at 245 S. Lakeshore Boulevard in the City of Marquette. The Lessor manages the real property located at said address.
- B. The City of Maquette, Lessor and Assignor entered into a Lease Agreement dated May 9, 2022, and made effective May 1, 2022 through April 30, 2025 for a 10 foot x 24 foot section of the property located in the greenspace between the Lakeshore Parking Lot and the Iron Ore Heritage Trail as shown in Exhibit “A”.
- C. Assignor desires to assign all of its rights and obligations pursuant to the Lease Agreement to Assignee; and the City of Marquette, Lessor, and Assignee consent to said assignment.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

- 1. All rights and obligations of Assignor in the Lease Agreement are hereby assigned to Assignee, and Assignee shall hereinafter be deemed to be Lessee of the Lease Agreement.
- 2. Assignee acknowledges that it has received an executed copy of the Lease Agreement and agrees to be bound by all terms of the Lease Agreement, including but not limited to the requirement to make timely rental payments, the requirement of providing proof of insurance, and restrictions on the use of the premises as contained therein.
- 3. In all respects not modified by this Addendum, the Lease Agreement shall remain unmodified and in full force and effect.

The parties have set their hands on the day and year first above written

OWNER
CITY OF MARQUETTE

Cody O. Mayer, Mayor

Kyle Whitney, City Clerk

Approved as to Substance:

Karen Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney

LESSOR
MARQUETTE DOWNTOWN
DEVELOPMENT AUTHORITY

Nichole Durley-Rust, DDA Board Chairperson

ASSIGNOR
SPINWAYMQT, LLC

Peter Duex
Its: _____

ASSIGNEE/LESSEE
MQT BIKE RENTALS, L.L.C.

Thomas S. Fure
Its: _____

EXHIBIT A





May 16, 2023

To whom it may concern,

On behalf of the Marquette Downtown Development Authority (DDA), I am writing to grant permission to Mr. Tom Fure to acquire the SpinwayMQT, LLC lease agreement for the property located at 245 S. Lakeshore Boulevard, Marquette, Michigan. This authorization is applicable for the remainder of the lease term, which runs through April 30, 2025.

As per the lease agreement, Section 9.1 stipulates that the lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the lessor. We have reviewed Mr. Pete Deux's request to allow Mr. Fure to assume the lease and are pleased to provide our written consent for the transfer.

By granting this permission, it is important to note that the terms and conditions of the original lease agreement, including all rights and responsibilities of the lessor and lessee, shall remain in full effect. Mr. Fure shall assume all obligations, liabilities, and privileges associated with the SpinwayMQT, LLC lease agreement.

Should you have any questions or require further information, please do not hesitate to contact me at (906) 228-9475, extension 103 or Tara@downtownmarquette.org. We appreciate your attention to this matter and look forward to a smooth transition for all parties involved.

Thank you for your cooperation and understanding.

Sincerely,

Tara Laase-McKinney
Executive Director
Marquette Downtown Development Authority

Kindest regards,

A handwritten signature in black ink that reads 'Tara Laase-McKinney'.

Tara Laase-McKinney
Executive Director
Marquette Downtown Development Authority



**Marquette Downtown Development Authority
Meeting Minutes for June 8, 2023**

Call to Order

A meeting of the Marquette Downtown Development Authority (MDDA) Board of Directors was held on Thursday June 8, 2023, at the Marquette Commons. The meeting was called to order by Board President N. Durley-Rust at 8:02 a.m. with Directors A. Adan, M. Morrison, P. Sala, R. Caron, R. Stern, L. Rowland, K. Kovacs, and M. Weinrick present.

Others in attendance were Sean Hobbins-Marquette Assistant City Manager, Tara Laase-McKinney-DDA Executive Director, Michael Bradford-DDA Business Outreach & Promotions Director, and Jodi Lanciani-DDA Operations Director.

R. Stern made a motion to approve the agenda with addition of a discussion of support of the 4th of July Committee funding request. M. Weinrick seconded; motion passed.

Public Comment

Wes Pernsteiner from Ore Dock expressed concern over the impact of homeless population and requested the DDA address this as a high priority.

Chelsea Wilkinson introduced herself as the new executive director of Room at the Inn.

Consent Agenda

K. Kovacs made a motion to approve the consent agenda with the minutes from 5/11/2023, bills for approval 5/01/2023 – 5/31/2023, and financial reports as of 5/30/2023. M. Weinrick seconded; motion passed.

#9 Farms	37.00	Lake Superior Press	625.85
906 Pet Treats LLC	5.00	Lammi Fire Protection	301.25
American Welding & Gas Inc	36.64	Little Parsley Farm	55.00
Aramark	237.96	Lowe's	6,440.92
Audrey Seilheimer	1,000.00	Mares-Z-Doats Feed Supply	203.94
Bad Seed Hot Sauce	5.00	Marquette Monthly	1,192.50
Bakery Barn Yooper Yummies	12.00	New Dalton Farm	33.00
Baraga Telephone Company	17.69	North Country Disposal	455.00
Blue Cross Blue Shield	1,902.60	Northwoods Publishing, LLC	295.00
Board of Light & Power	2,474.84	OK Rental	679.24
C. Pesola LLC	1,700.00	Peninsula Fiber Network LLC	342.30

Capital One Commercial	81.72	Pileated Farms	20.00
Cardmember Service	6,081.10	Rock River Farm	80.00
Carquest	180.32	Seeds and Spores Family Farm	246.00
Case Country Farm	7.00	SEMCO	454.43
Charter Communications	59.98	Shady Grove Farm	16.00
Chesla & Associates PC	280.00	Smith Construction	6,142.86
City of Marquette	1,528.82	Staples	53.51
Cook Sign Service	4,345.00	Superior Culture	14.00
Curran & Company	620.00	Swampy Acres LLC	33.00
Dalco	149.10	T2 Systems Canada Inc.	1,900.00
Doozers	14.00	Three Sisters Farm & Forest	5.00
Fairest Promises	11.00	Tonella Farms	38.00
Foxy Flowers	9.00	Traffic & Safety Control Systems Inc	950.00
French-tastic	5.00	Treasa's Treasures	23.00
Freshwind Farms	76.00	U.P. Kubota	278.62
Full Plate Farm	59.00	UP Gourmeet	80.00
Getz's Department Store	175.00	UP North Roast	38.00
Gladstone Berry Farm	37.00	UPHS Occupational Medicine	60.00
Guindon Farms	89.00	Waite, Michael	100.00
Heartland Services	1,620.35	Xerox Corporation	252.91
Integris	79.00	Yoopers Country Farms	108.00
Jesse Wright	135.00	Payroll/Benefits	35,533.22
L. Naylor Design	1,180.00	Total Expenditures	24,251.12

Presentation from Bob Doyle of Smith Group regarding a potential plan for the RAP grant application.

Old Business

Pay Station Software Upgrade: J. Lanciani provided an update as outlined in the board packet. Labor warranty expires in September, which moves project to July/Aug instead of Oct/Nov. Cost to upgrades is more than anticipated. M. Weinrick made a motion to re-approve the pay station upgrade to \$14,500. R. Stern seconded; motion passed.

New Business

Spinway MQT: R. Stern made a motion to approve the addendum of the SpinwayMQT, LLC to transfer the lease to Thomas S. Fure of MQT Bike Rentals LLC. P. Sala seconded; motion passed.

Queen City Half Marathon: M. Weinrick made a motion to approve the event support request. L. Rowland seconded; motion passed.

Nheena's Neighborhood: R. Stern made a motion to approve the event support request. P. Sala seconded; motion passed.

Special Board Meeting for Budget: N. Durley-Rust made a motion to include special budget review August 10th as part of the regular board meeting. A. Adan seconded; motion passed.

4th of July: The DDA budgeted \$5000 this year for event support grants, but thus far none of those funds have been utilized. The 4th of July committee is in need of funds for July 3rd fireworks and the July 4th sensory friendly light show on the ore dock. T. Laase-McKinney proposed a \$2000 donation from the event support grant funds and \$500 donation towards the 4th of July Parade. P. Sala made a motion to support this donation, R. Stern seconded, motion passed.

Committee Reports

Personnel & Executive: The committee met and discussed updates to the personnel policy including adding paid time off after 6 months of employment and reducing the paid time off that can be paid out at separation from 540 to 200. Other minor changes were discussed. The next step will be to have a lawyer review the policy and then present the changes to the board for approval.

TIF: The TIF committee met and went over projects and the schedule going forward. The next step will be to have a work session with the city commission, hopefully in July. Antonio commented that our consultant explained TIF well and he encouraged board members to talk to the public and businesses about TIF.

Parking: P. Sala commented that she now has a better understanding of the Vault Parking Project. There will be about 210 spaces, all of which will generate revenue. S. Hobbins commented that the design will need to be automated and self enforcing. R. Stern stated there will need to be security cameras. Other parking items discussed included the 3 pay stations that are underutilized and potential relocation options.

Business Development and Promotions: Blueberry Fest poster winner was picked - Blueberry Memories was chosen out of 21 submissions. The committee talked about a survey to be sent to business owners about Wednesday Farmer Market street closure with a plan to do a survey after 2 weeks and after 5 weeks. Music on 3rd starts next week and will have 17 locations, including 2 new locations on the north end. Social district paperwork approved for the DDA but not yet enough businesses received their approval, so we are looking at June 20th for the start date.

Director's Report: T. Laase-McKinney addressed the comment from the public about homelessness. There was a letter urging the DDA to potentially fund a staff position to come up with solutions. T. Laase-McKinney thinks this is outside of the scope of the DDA, but believes the DDA has a role in advising and working with others to solve the issue. T. Laase-McKinney reiterated the information about the social district and will reach out to MLCC about the potential start date of June 20. On June 12th, Arbor Day, there will be dedication and new trees planted at Rosewood Walkway at 1 pm. Board Members are invited to attend. The downtown flowers should be going up soon. Thanks to volunteers from North Iron Church, the Commons Parking Lot hillside has new landscaping, and the lower Bluff Ramp back wall was painted. We recently promoted a full-time employee to the maintenance mechanic position and hired seasonal part time workers. Maintenance and office are currently fully staffed.

J. Lanciani informed the board that Passport Parking App may be increasing their convenience fee but were given the opportunity to object. The DDA will be discussing their objections with Passport.

Public Comment: None

Board Member Comment: L. Rowland – Farmers Market looks great, super busy. Social district signs around town look good. P. Sala – Volunteered at FM on Memorial Weekend. Likes the rebrand, looks fresh, and it was nice to see the crowd. She appreciates posters of events and media attention around events. M. Weinrick – Attended the FM and farmers said they are selling out which is good for them and the community. N. Durley-Rust – New FM vendors appreciated. Social district signs look great. Signs up before start is good, gets people used to where the district is. Comment on homeless issue – Not the DDA responsibility to fix the issue alone. This is county wide issue, not just a downtown issue. Would like to see an advisory council from city and DDA member could be on this. R. Stern – Econo lodge is housing some of the homeless in Harvey – thus not just a downtown issue. Painting lines on upper deck of Bluff Ramp soon. He suggests arrows painted in Lower level would help traffic flow. K. Kovac –Calls for service from police regarding incidents related to homelessness have grown to about 30% of their calls. Local government wants to be part of the solution, and they are looking at forming a task force led by government, perhaps with the county. A long-term solution needs to include not only housing but also and social services and rehabilitation.

The meeting was adjourned at 10:15 a.m.

Respectfully submitted,

Meagen Morrison, Secretary and Jodi Lanciani, Operations Director

City of Marquette, MI

300 West Baraga Avenue
Marquette, MI 49855

Agenda Date: 6/26/2023

Unfinished Business

Kuuma Sauna, LLC - Concessionaire Lease

BACKGROUND:

Kuuma Sauna, LLC has requested the City Commission lease a 14 by 20 foot section of the parking lot recently donated to the City by WE Energies, to it to provide a Lake Superior sauna experience for residents and visitors. The term of this lease would be from June 27, 2023 through August 31, 2023, or when dredging of the mouth of the Dead River begins, whichever occurs first.

Over the course of the last five years, many businesses have approached the City looking to use lake access locations, municipal beaches or municipal parks. Community Services staff have handled each situation independently but with a consistent approach, and with advisory input from the Parks and Recreation Advisory Board. The main priority has been to ensure that public greenspaces and beaches remain open to the general public to the greatest extent possible. With each situation staff have considered whether there are other locations from which the business can operate that do not infringe upon the public use, if the service would be desired by the public and whether the service is currently available elsewhere. If the proposed service is desired, access to the natural resource on public land is needed for the service, and we have a viable proposal from a business that has been properly vetted, we have offered short-term trial permits or leases, then issued a request for proposal for that service thereafter. This has allowed competition while limiting the entities utilizing public land.

Kuuma Sauna, LLC approached Community Services staff to determine if there was an appropriate location along the lakefront where residents and visitors would be able to take a sauna and then jump into Lake Superior. Staff determined that the parking lot across from the WE Energies power plant site might be a suitable location. The lot is underutilized and has appropriate proximity to the lake.

Staff determined that access to the lake is necessary for this service and public access to the lake/beach would not be impeded by the business at this location. PRAB reviewed the proposal and voted to recommend the City Commission approve a lease agreement for the opportunity. The City's Harbor Advisory Committee reviewed the proposal and recommended against the proposal.

The Marquette Fire Department does not have concerns about the operation of the sauna on City property or the water features of the area. Previous signs at the site belonged to WE Energies and were specific to their operations. Individuals swimming at this location do so at their own risk as the beach and adjacent Clark Lambros Beach are not guarded.

There are several trails through the dune grass at the location. If the agreement is approved staff will work with the Superior Watershed Partnership to install better signage related to these trails.

If approved, this lease agreement will serve as a trial period for this recreational opportunity. If

there are no issues with the service and the public desires the service, staff will advertise a request for proposals in 2024 for a sole concessionaire for this service.

The City Charter requires all lease agreements to have two reads. This is the second read.

FISCAL EFFECT:

The general fund will receive \$140 per month during this trial period.

RECOMMENDATION:

Approve the lease agreement with Kuuma Sauna, LLC, and authorize the Mayor and Clerk to sign it.

ALTERNATIVES:

As determined by the Commission.

ATTACHMENTS:

Description

- ▣ Lease, Exhibit, Insurance
- ▣ PRAB minutes

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2023, by and between **THE CITY OF MARQUETTE**, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter “LESSOR”, and **KUUMA SAUNA, LLC**, a Michigan limited liability company, of 1223 N. Capital Ave., Lansing, MI 48906, hereinafter “LESSEE”.

Recitals

- A. Lessor is the owner of the real property and beachfront located at 2820 N. Lakeshore Blvd in the City of Marquette.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee a section of beach as shown in Exhibit “A” located on Lessor’s real property in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee approximately 280 square feet of space as shown in Exhibit “A”, hereinafter “PREMISES”.

2. Term of Lease

This lease shall run from the date of its execution through August 31, 2023, or until dredging begins at the adjacent Ore Dock, whichever occurs first. Prior to Lessee’s first day of operations, Lessee will meet with City employees to discuss logistics for the use of the Premises.

3. Rent

The rent shall be \$140 per month, payable in advance on the first day of each month.

4. Use of Premises

- 4.1 Lessee shall use the Premises only for mobile sauna rentals.
- 4.2 Lessee shall not use the Premises for any purpose that would:
 - a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
 - b) constitute a violation of any public law or requirement;
 - c) cause damage or injury to the Premises, or any part of it (ordinary wear and tear excepted);
 - d) constitute a public or private nuisance;
 - e) interfere with other uses of the Premises; or
 - f) permit refuse to accumulate in or around leasehold.
 - g) prohibit or restrict public access across and through the Premises.

5. Use of Public Areas by Lessee

Lessee and its invitees shall have the right to use all public areas, subject however to all rules and regulations regarding these areas. Lessee and its invitees shall only use the designated parking area as shown on Exhibit A. Lessee is permitted to display temporary signage in common areas in accordance with all City ordinances.

6. Non-exclusive Use of Premises

Lessee acknowledges that its use of the Premises is not exclusive and that Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the Premises.

7. Maintenance and Repair

7.1 Lessee shall be solely responsible for the maintenance and repair of all of Lessee's tangible personal property located or used on the Premises and shall keep them in a safe condition and good repair.

7.2 Lessee shall be solely responsible for the construction of any structures necessary for Lessee's use of the Premises. Lessee shall not build any structure unless it meets all zoning requirements, is preapproved by Lessor, and Lessee shall solely be responsible for all maintenance and repair of any such structure in order to keep it safe for public use and to prevent blight.

8. Insurance and Indemnity

8.1 Lessee shall not permit any activity on the Premises which would invalidate or be in conflict with Lessor's insurance policies covering the Premises.

8.2 Lessee shall not permit any activity on the Premises which would cause Lessor's rate for the insurance described herein to be increased.

8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises by Lessee, its employees, agents, invitees, and licensees. The amount of the insurance shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for property damage. Lessee shall at all times provide Lessor with a current copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof. Lessor shall be named as an additional insured on all insurance policies required by this lease.

8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use and occupancy of the Premises.

9. Assignment/Subletting

9.1 Lessee shall not assign or sublet the Premises or any part thereof without the express prior written consent of the Lessor.

- 9.2 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

10. Use of Premises by Lessor

Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services of the Premises or adjacent real property.

11. Covenant of Quiet Enjoyment

Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the non-exclusive and reasonable right to have, hold and enjoy the Premises.

12. Lessor's Right to Perform Lessee's Obligation

If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of this lease including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

13. Default by Lessee

- 13.1 If the Lessee fails to perform any obligation under this agreement within 30 days after receiving written notice of the default from the Lessor; the Lessor may terminate this lease.
- 13.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 13.3 The rights and remedies of Lessor shall be cumulative as more particularly provided by law or in equity pursuant to the laws of the State of Michigan.

14. Surrender of Leasehold Upon Termination of Lease

If upon termination of the lease, Lessee has failed to remove its personal property from the Premises, Lessor reserves the right to deem it abandoned and shall have the legal right to dispose of same, and costs incurred in disposing of same shall be the financial responsibility of Lessee.

15. Miscellaneous

- 15.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 15.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

- 15.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 15.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 15.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.
- 15.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 15.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

The parties have set their hands on the day and year first above written

CITY OF MARQUETTE

KUUMA SAUNA, LLC

Cody O. Mayer, Mayor

 
By: Brandon Frisk and Shawnee Rajala
Its: Co-Owners and Operators

Kyle Whitney, City Clerk

Approved as to Substance:

Karen M. Kovacs, City Manager

Approved as to Form:

Suzanne C. Larsen, City Attorney



KUUMASA001

PMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Rathbun Agency, Inc. 529 W Saginaw St Lansing, MI 48933	CONTACT: Paige Miller PHONE: (A/C, No, Ext): (517) 482-1316 FAX: A/C, No: E-MAIL: Paige@rathbunagency.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (REQ, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR	☒	WS511424	4/19/2023	4/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐					
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required) Traveling Sauna. Work performed by the named insured as per signed contract or agreement.						

CERTIFICATE HOLDER City of Marquette 300 Baraga Ave Marquette, MI 49855	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Why We Are Using the Latest Acord 25 Certificate of Insurance

In September 2010, Acord revised the ACORD 25 Certificate of Insurance form. For the following reasons, we are unable to issue an older edition of this form, modify the current form, or complete a proprietary form that you provide. Also, below is an Addendum Disclaimer regarding additional verbiage in the "Description Box".

- ACORD certificate forms must be filed and approved for use in our state. When a new form is approved, prior versions can no longer be used. Therefore, it is illegal for us to issue anything other than the currently approved ACORD form
- Notice of cancellation is a policy right, not an unregulated service. No insurer shown on this certificate is able to provide the cancellation notice you desire by endorsement. For example, the insured can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require
- For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.
- If a certificate purports to provide a policy right different from that provided by the policy itself, then the certificate effectively purports to be a policy form. Policy forms must be filed and approved by our state department of insurance. Use of non-filed policy forms is illegal and could result in legal sanctions distinct from the assertion that the certificate is fraudulent.
- Likewise, we are unable to modify the new certificate to add a notice of cancellation. ACORD forms are designed to be completed, not altered. ACORD's Forms Instruction Guide says that a certificate should not be used "To waive rights...To quote wording from a contract...To quote any wording which amends a policy unless the policy itself has been amended." Also, since our state requires ACORD forms to be filed, any alteration to a filed form would require its refiling. In addition, our insurance company contracts only allow us to issue unaltered ACORD forms.
- We are often asked to issue proprietary certificates provided by the certificate requestor. Again, our insurance company contracts only allow us to issue unaltered ACORD forms. In addition, our state requires the filing of all certificates of insurance and has very specific regulatory guidelines on certificate language. Many proprietary certificates include broad, vague or ambiguous language that may or may not be in compliance with state laws, regulations, and insurance department directives. Therefore, we cannot issue any proprietary certificates that have not been reviewed by our state insurance department.
- Description Box please note, "In accordance with the ACORD 25 form Instruction Guide, the Description of Operations Box will be used exclusively for the purposes described on the form... the description of the insured's operations to be performed, insured locations and insured vehicles if applicable." If we added the information that you want in this space, we go against the Michigan Insurance Code Chapter 22A and it puts us in an unfavorable position with the insurance company writing these policies, the Insurance Board and it will violate our agreement with our Professional Liability Insurance Carrier.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.

E Mail mail@rathbunagency.com **Web** www.rathbunagency.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

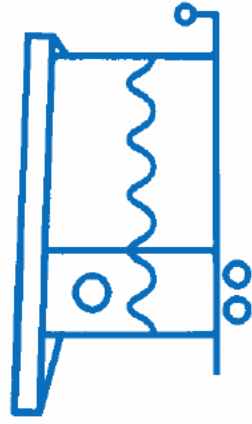
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Marquette, 300 Baraga Ave, Marquette, MI 49855
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

Proposal
City of Marquette + Sauna on Kuuma



**Sauna on
Kuuma**

MOBILE FINNISH SAUNA

Who We Are

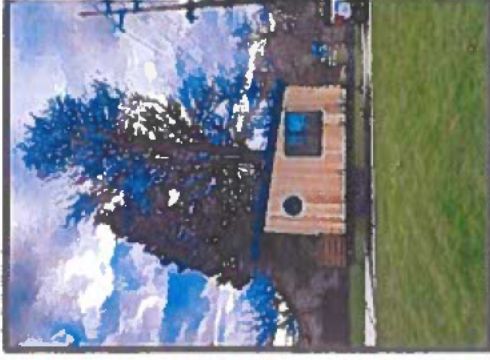


Sauna on Kuuma is a Mobile Finnish Sauna built to go anywhere the road meets the water.

Its founders grew up in Michigan's Upper Peninsula where their Finnish and Swedish heritage has cultured a love for the "Sauna + Swim" mentality.

It's our mission to share that same Feeling—the one where relaxation meets exhilaration—with everyone.

We provide an authentic Finnish sauna experience on the beaches of Michigan's Great Lakes, while leaving no trace or permanent structures on the public lands we love.



**Sauna on
Kuuma**
MOBILE FINNISH SAUNA

Why Sauna and Swim?



The Nordic tradition of combining a hot sauna with a cold plunge swim has helped to create a culture in Finland that's made them the happiest people on the planet. (It's true, look it up) <http://bit.ly/3mibzGZ>

Studies have shown the Hot + Cold Cycle to be a useful practice for creating a healthy lifestyle that is focused on long-term wellness.

Some health benefits attributed to the Nordic Cycle:

- Improved circulation and cardiovascular health
- Reduced muscle soreness and joint pain
- Healthier, rejuvenated skin
- Increased relaxation and endorphin release
- Helps to increase weight loss

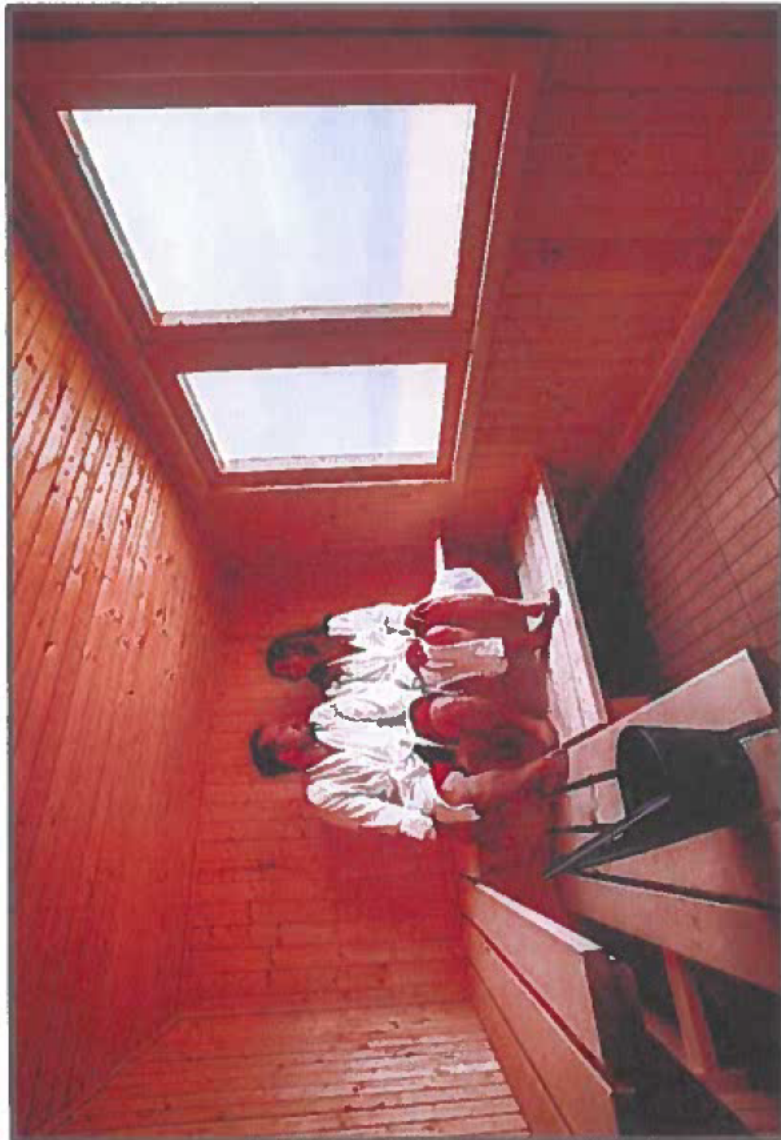
We built Sauna on Kuuma to bring sauna serenity to the shores of Lake Superior. It's our hope that by sharing the sauna and swim experience with our community, we can help more people tap into the benefits of the Nordic Cycle and feel relaxed, renewed, and ridiculously awesome.

Finland's joyful streak continues, winning "happiest country in the world" title for the sixth time

By The Associated Press. Finland has won the title of the world's happiest country for the sixth time, according to a new survey by the United Nations.



Marquette + Sauna on Kuuma



Our Dream Partner, Our Dream Plan



We believe the perfect location to introduce Sauna on Kuuma is Marquette, MI. We think the perfect partner is the **City of Marquette**.

We understand that you know the community and public use spaces better than we ever could. After meeting with local business owners, City of Marquette officials, and reviewing the city's master plan, we agree with your officials and citizens, that the ideal location for Sauna on Kuuma is 2820 N. Lakeshore Blvd near the **Ore Dock and Lake Superior**.



Building Healthy Communities



We see a future where sauna access on Lake Superior's public beaches is an expectation, not a novelty.

Communities with sauna tradition and access to cold, swimmable water have seen positive results in the happiness and overall wellness of their local community for decades.

When we add the ability to sauna and swim in cold water, we embrace nearly-ancient wellness practices that lead to a healthier lifestyle. (And it's backed by present-day research)

Scientific Journal Samples:

Sauna Use Linked to Longer Life, Fewer Fatal Heart Problems

- <https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2130724>

Cardiovascular and Other Health Benefits of Sauna Bathing: A Review of the Evidence

- <https://pubmed.ncbi.nlm.nih.gov/30077204/>

Enhancing Our Lakeshore



We know that our publicly accessible waterfront is a precious resource that should be protected. It's why we've built Sauna on Kuuma to be a mobile based, community-first sauna.

Our design is intended to integrate with the waterfront as seamlessly as possible while providing an optional amenity that enhances underutilized beachfront along the lakeshore.

Mobile Based

Although an ancient practice, a beachside sauna is a new concept for Marquette. We have built Sauna on Kuuma to allow communities to test our concept without the long-term commitments or the need to build permanent structures.

Community First

We envision building a community where locals begin and end many of their days with us – A daily or weekly ritual to relax, rejuvenate, and connect with nature and neighbor.

Cultural Sharing

Sauna on Kuuma will provide a peek into long held cultural traditions of the region, while extending the swimmable life of Lake Superior to visitors.

Sauna Dimensions and Requirements



Mobile Sauna Dimensions

- Length: 20' | Width: 8' | Roof Height: 12'

Addition Space Requested

- Small space in front of the sauna for two 4' x 4' pop-up tents which will be used as changing rooms

Requirements

- Area to park near swimmable cold body of water
- Area to park for determined duration of season
- Sauna on Kuuma **does not** require access to electricity or external power
- Sauna on Kuuma **does not** require permanent structures to operate.

Proposed Operations



Hours of Operation

Sauna on Kuuma plans to conduct hours when daylight permits. Planned hours will be between 8 am - 10 pm, Monday - Sunday.

Staffing and Rules

Sauna Tenders

- Sauna Tenders will be on duty during hours of operation to regulate temperatures and monitor guest safety.

Additional Rules

- Bathing suits will be required
- No bathing/showering within the sauna
- Guests must sign a liability waiver
- No use of alcohol or drugs before or during sessions
- Minors (under 18) must be accompanied by a guardian
- Children Under 10 prohibited from sauna use

Product Descriptions & Cost

Our Mobile Sauna will be parked beachside and available to the public in two different methods:

- Community Sauna Sessions (\$25 for 60 minutes)
 - Experience the communal traditions of Finnish Sauna. Nothing beats the connections made and the stories shared while heating up with a few new friends. Don't sweat it though, we cap our Community Sauna Sessions at six guests, so you'll always have plenty of room to relax.
- Private Sauna Sessions (\$125 for 60 minutes)
 - For those looking to relax with just their family, friends or themselves. Hot Tip! Our private booking means you can bring as many people as you'd like, but only six guests allowed inside the hot room at any given time.

Primary Operating Season

April - November

Satellite View of Proposed Footprint



- Mobile Sauna
- Pop-up Tent/Changing Room



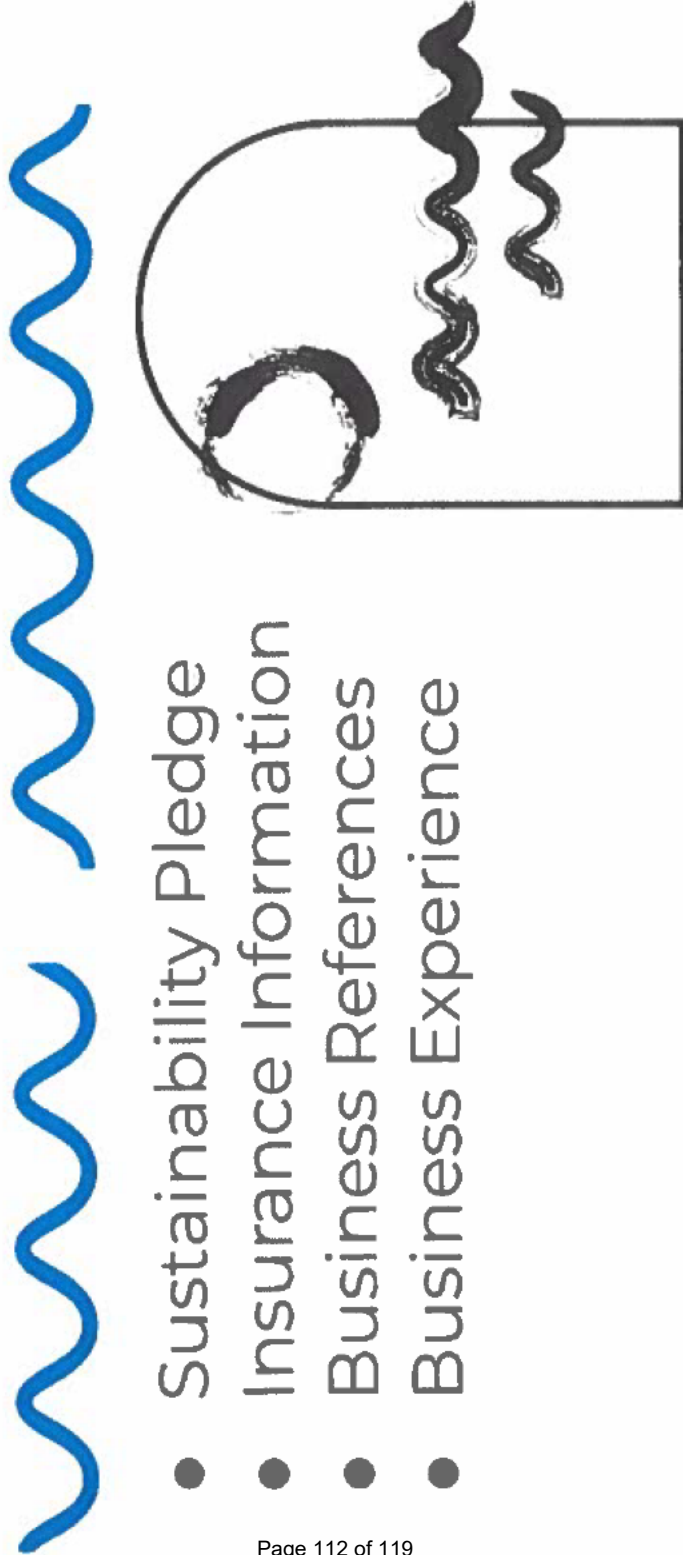
Exterior Photos



Interior Photos



Appendix



- Sustainability Pledge
- Insurance Information
- Business References
- Business Experience

Sustainably Driven



Coming Soon



Sauna on Kuuma is focused on providing great experiences for people interacting with nature. We are passionate about building a business that helps protect and rebuild our public lands. The first 3 sustainability initiatives include establishing partnerships with **One Tree Planted** and **1% For The Planet**. We also intend to pursue an official **B-Corp Certification**.

Insurance Information



Sauna On Kuuma is currently insured by Arlington Roe & Co. Inc. via Northfield Insurance Company which holds an **A++** A.M. Rating. The city of Marquette has already been added to this policy

Current policies include:

- **General Liability:** with an aggregate coverage amount of \$2,000,000
- **Inland Marine**

Business References & Experience



Brandon Frisk (co-founder)

References

Business Experience

Brandon has extensive marketing and brand development experience having held leadership positions for two of Michigan's largest privately owned companies, Bell's Brewery and Skymint Brands. He currently manages marketing and advertising for EV Automaker Fisker Inc.

Contact Brandon with any questions at:
e: brandon@saunaonkuuma.com | c: 906-458-3985

Business References & Experience



Shawnee Rajala (co-founder)

References

Business Experience

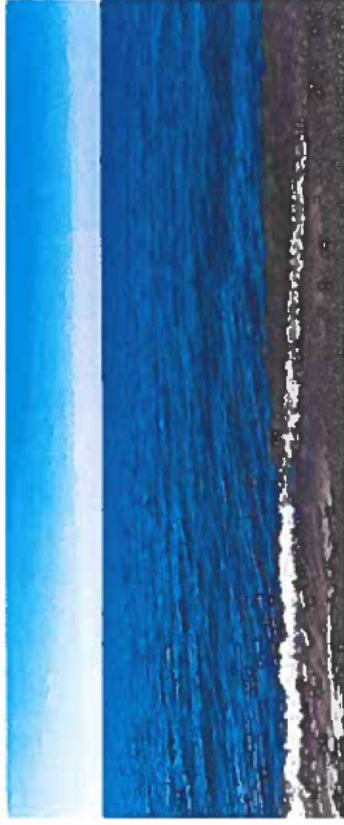
Shawnee is an expert in customer relations, retail operations management, and financial services. She has managed multiple boutique shops and assisted on strategic accounts, currently working as an Intake Specialist for RB Global.

Contact Shawnee with any questions at:
e: shawnee@saunaonkuuma.com | c: 415-306-6221

The Sauna Is Hot



The Water Is Cold



Let's Take The Plunge!



**Sauna on
Kulma**
MOBILE FINNISH SAUNA

City of Marquette
Parks and Recreation Advisory Board Meeting
Monday, June 20, 2022, 5:30 p.m.
Citizens Forum at Lakeview Arena 401 E. Fair Ave

1. Call to order at 5:30p.m.
2. Roll call: Ellen Weingarten (Chair), Andrew MacIver (Assistant Director of Community Services), Tara Laase-McKinney (interim Secretary), Jim Susorney (Vice Chair), Sara Bixby, Lori Hauswirth, Alex Tiseo.
3. Approval of Agenda- Motion to approve agenda- Alex Tiseo moves to approve, Jim Susorney second. Unanimously approved.
4. Approval of Minutes- April 11, 2022, Motion to approve minutes by Jim Susorney, second Sara Bixby. Unanimously approved with Lori Hauswirth abstaining.
5. Announcements
 - a. None
6. Presentations
 - a. None
7. Public Comment
 - a. None
8. Old Business
 - a. Recreation Vendors on Public Grounds
 - i. Kayak Rental at Tourist Park/Dead River Basin
 1. Nick Tuma of Marquette Outdoors, LLC
 - a. Motion to approve placement of rental kayak rack at Dead River Basin beach at Tourist Park. Motion approved by Jim Susorney, seconded by Alex Tiseo. Approved with Sara Bixby voting against the motion.
 2. Sauna on Kuuma
 - a. Motion to approve concept of mobile sauna made by Jim Susorney, seconded by Alex Tiseo
 - ii. Mobile Sauna
9. New Business
 - a. None
10. Directors Report
 - a. Grants
 - i. Marquette Playgrounds for All is still fundraising and has nearly reached their goal. Design is still ongoing with anticipated construction in late summer 2022.
 - ii. Repairs are almost complete at Presque Isle Marina. Staff are working on an agreement for design services for the Rehabilitation Phase 3 at the marina which includes alteration of the anchoring system to mitigate future ice damage.
 - iii. Grants applications for the Land & Water Conservation Fund, Tourist Park Day-Use Access Road and Parking Area are under review. Preliminary scores will be available this summer.
 - b. Project Update
 - i. Founders: Construction has restarted. Project completion is estimated to be later this summer.

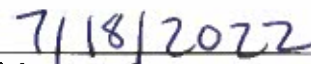
- ii. The Tourist Park Day Use Playground is in design and construction is expected to start later this summer in conjunction with the Kids Cove project.
 - iii. Hurley Playground: The playground and paving are complete. Site inspection is scheduled, and the playground will open once approved.
 - iv. Williams Park: Staff will be confirming the schedule with the contractor for the final steps to complete this project. A ribbon cutting will be held in late June or July.
 - v. The sidewalk along Wright Street is completed with a crossing to the ped corridor. The sidewalk is wider than our City standard to accommodate bikes.
 - vi. The Lakeshore project (portion near Pine Street) is mainly just native plantings, coastal wetland construction and provides a designated access route to the shoreline using beach mats. The remainder of the Lakeshore Boulevard project to the north is currently in under permit review. This will armor the shoreline with "cobble sized" stone. There will also be some pedestrian trails, coastal wetlands, dunes, and an overlook constructed. A pocket beach is currently included which is mainly a place for shore birds and small amphibians. I have attached an overview map. This is subject to change based on permit requirements.
- c. Cinder Pond is open for the season with Presque Isle opening very soon once repairs are completed. Revenues are not expected to be as high as previous seasons as traffic will be much lower due to high fuel costs.
 - d. Lakeview Arena- The dry floor season has started at Lakeview and there are multiple events and weddings scheduled this summer.
 - e. Tourist Park - The campground has opened for the summer and revenues are expected to be on pace with previous seasons.
 - f. Light House Park - The Captain's House is being renovated and is nearly complete. Staff are working on contracts for cleaning services and having the house listed on temporary rental sites.
 - g. ORV- Staff are still working on the language for the agreement that would meet the requirements for the State.
 - h. Ballfields- All fields are open for the season.

11. Adjournment

- a. Motion to adjourn at 6:52 made by Tara Laase-McKinney, seconded by Lori Hauswirth

Respectfully submitted by Tara Laase-McKinney


Tara Laase-McKinney


Date of Approval