



DANIEL LOEPP
Chairman

RICHARD A. MANOOGIAN
Vice Chairman

RACHEL BENDIT
MARLEE BROWN
WILLIAM K. MARVIN
PHILLIP PIERCE
DICK POSTHUMUS

STEVEN C. BRISSON
Director



REVISED



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GRETCHEN WHITMER, *Governor*

MACKINAC ISLAND STATE PARK COMMISSION

Friday, May 28, 2021 – 1:30 p.m.
Commission Conference Room
207 W. Sinclair
Mackinaw City, Michigan
A G E N D A

(Via Zoom – To join the meeting, please see the MISPC Meeting Notice)

- I. Call to OrderLoepp
- II. Approval of the Agenda..... Marvin
- III. Secretary’s Report Approval of Minutes of March 5, 2021..... Marvin
- IV. Director’s ReportBrisson
- V. Committee Reports Marvin
 - A. Airport, Building and Grounds Committee
- VI. Attorney General Report.....Nate Gambill
- VII. New Business
 - A. Commercial Bike License Request.....Brisson
 - 1. The Inn at Stonecliffe
 - B. Request for Lease RenewalBrisson
 - 1. Cloverland Electric Cooperative Franchise
 - 2. Cloverland Electric Cooperative Substation
 - C. Request for Sublease ApprovalBrisson
 - 1. SPL 2, Lot 16, Allen
 - 2. SPL 1, Lot 15, Goodwin
 - 3. SPL 1, Lots 19 and 20, Wonderview
 - D. Use Permit Requests.....Brisson
 - 1. Brandonisio
 - 2. Burrows
 - 3. City of Mackinac Island – Marine Rescue
 - 4. City of Mackinac Island – Solid Waste Handling Facility
 - 5. Kensler
 - 6. Mission Point Resort
 - 7. Orr
 - 8. Radecki
 - 9. Starkweather
 - 10. Village of Mackinaw City
 - 11. Ledtke (Addition to the Agenda)
- VIII. Other
- IX. Citizen Appearances and Public Comments
- X. Adjourn

NOT OFFICIALLY APPROVED BY COMMISSION

Minutes of the Mackinac Island State Park Commission meeting of March 5, 2021, Commission Conference Room, Mackinaw City, MI. In response to the COVID-19 emergency, this MISPC meeting was held in an online format via Zoom.

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PRESENT: Daniel Loepp, Chairman
Richard A. Manoogian, Vice-Chairman
Rachel Bendit
Marlee Brown
William K. Marvin
Phillip Pierce
Dick Posthumus

ALSO PRESENT: Nate Gambill, Office of Attorney General; Steve Brisson, Director; Jodie Borowicz, Chief of Finance and Accounting; Kathy Cryderman, Administrative Assistant; Dominick Miller, Chief of Marketing; Craig Wilson, Chief Curator; Guy Meadows, Great Lakes Research Center; Keith Stokes, Mighty Mac Swim; Jason Swain, Great Lakes Research Center; Stephanie Fortino, *St. Ignace News*; Sandy Planisek, *Mackinaw City News*; Joseph Schott, Citizen

Chairman Loepp called the meeting to order at 1:40 p.m. A call of the roll confirmed a quorum present.

CALL TO ORDER

Moved by Commissioner Marvin, supported by Commissioner Pierce, to approve the agenda as presented. Motion carried.

AGENDA

Moved by Commissioner Marvin, supported by Commissioner Posthumus, to approve the December 11, 2020 minutes as presented. Motion carried.

MINUTES

Director Brisson presented the Director's Report. A copy of same was included in the packet.

**DIRECTOR'S
REPORT**

After sponsoring the upgrades to the Ezekiel Solomons exhibit, the Jewish Society of Michigan has also expressed interest in a future project to preserve the archaeological ruins of the Solomon-Levy House.

Director Brisson added that Stonecliffe will be hosting the G. Mennen Williams Event this summer. While now a hotel, Stonecliffe was built as a private cottage, thus continuing our 25-year tradition of having the event at a historic cottage.

Director Brisson presented a list of "Save the Dates" as follows:

5/29 Biddle House Event
6/16 Art Exhibit Reception
6/19 G. Mennen Williams Event
7/30 Phil Porter Reception

Assistant Attorney General Nathan Gambill agreed with Director Brisson that the meeting with the City of Mackinac Island and their attorney on e-bike permitting was encouraging.

**ATTORNEY
GENERAL
REPORT**

III. There was some discussion regarding whether signs for e-bikes would be posted at the Page 2 ferry lines. Currently this is under consideration.
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*NEW
BUSINESS*

Moved by Commissioner Marvin, supported by Commissioner Pierce, to approve the horse license requests for 2021, as set forth in the memorandum, pending payment. Motion carried. [Document attached.]

*2021 License
Requests
Horse Licenses*

Moved by Commissioner Marvin, supported by Commissioner Pierce, to approve the commercial bicycle license requests for 2021 as presented, pending City of Mackinac Island approval. Motion carried. [Document attached.]

Bicycle Licenses

*Use Permit
Requests*

Moved by Commissioner Pierce, supported by Commissioner Bendit to approve the City of Mackinac Island's request to renew their Use Permit to utilize property at Fort Holmes to provide emergency radio communications for City fire, police and EMS services, to expire on March 31, 2023. Motion carried.

*City of Mackinac
Island, Fort
Holmes Radio
Tower*

Moved by Commissioner Bendit, supported by Commissioner Pierce to approve the Grand Hotel, LLC & R.D. Musser, III's, request to renew their Use Permit to utilize the pathway connecting Annex Road with Hedgecliffe Road for ingress and egress to permittee's property, to expire on April 1, 2023. Motion carried, with Commissioner Brown abstaining.

*Grand Hotel/
Musser, Access
to Hedgecliffe
Road*

Moved by Commissioner Pierce, supported by Posthumus to approve Michigan Technological University Great Lakes Research Center request for a Use Permit to utilize that portion of Michilimackinac State Park near the shoreline and west of Colonial Michilimackinac to install and maintain an HF Radar antenna and a utility shed, to expire on March 5, 2023. Motion carried.

*Michigan
Technological
University/Great
Lakes Research
Center*

Moved by Commissioner Marvin, supported by Commissioner Posthumus to approve Star Line Mackinac Island Ferry's request to renew their Use Permit to utilize property at Fort Holmes for radio tower antenna for ferry boat radio repeaters, to expire on March 31, 2023. Motion carried.

*Star Line, Fort
Holmes Radio
Tower*

Moved by Commissioner Brown, supported by Commissioner Marvin to approve a seasonal boat slip use permit request by Michael D. Young, P.O. Box 1206, Mackinac Island, Michigan, 49757 for the period of May 15 – October 15, 2021 for the use of the east side of the Mackinac Island Visitor's Center boat dock. Motion carried.

*Visitor's Center
Dock, Young*

Moved by Commissioner Bendit, supported by Commissioner Pierce to approve the following Resolution of Appreciation. Motion carried.

*Resolutions of
Appreciation*

WHEREAS, Jim Evans began work as a historic interpreter at Colonial Michilimackinac in the summer of 1970, and

James Evans

WHEREAS, Jim was promoted to lead interpreter at Colonial Michilimackinac in 1977, and

WHEREAS, Jim provided thoughtful, insightful, humorous, and engaging interpretive programs to nearly 6.5 million visitors during his 50-year career at Colonial Michilimackinac, creating lasting bonds with guests who eagerly seek him out during their visits, and

WHEREAS, Jim helped create the Historic Mackinac on Tour educational outreach program in 1989, and subsequently presented the program to more than 250,000 students while traveling to schools throughout the state of Michigan, and

WHEREAS, Jim has been remarkably and enthusiastically adaptable to evolving program requirements, historical research, visitor needs, and training standards, and

WHEREAS, Jim has been a successful supervisor and positive role model to his fellow interpreters and coworkers throughout Mackinac State Historic Parks, and

WHEREAS, Jim has overseen the safe and enjoyable presentation of black powder programs at Colonial Michilimackinac, and safely and responsibly prepared all the ammunition used in interpretive programming throughout Mackinac State Historic Parks' museums for years, and

WHEREAS, Jim has consistently and cheerfully lent a hand to his coworkers to ensure that the visitor experience at Colonial Michilimackinac is the best it can be, and

WHEREAS, Jim has lent his interpretive expertise and experience to successfully carry out a variety of challenging special events, ranging from winter openings at Colonial Michilimackinac to Fort Fright, and

WHEREAS, Jim retired on January 22, 2021, ending an unprecedented 50-year career of public history and service at Colonial Michilimackinac and elsewhere at Mackinac State Historic Parks' museums,

NOW THEREFORE BE IT RESOLVED, that the Mackinac Island State Park Commission does hereby extend its deep appreciation to Jim Evans for 50 years of dedicated service to Mackinac State Historic Parks, and

BE IT FURTHER RESOLVED, that the Commission and staff extend their best wishes to Jim in his retirement.

Moved by Commissioner Brown, supported by Commissioner Posthumus to approve the following Resolution of Appreciation. Motion carried.

***Robert
McGreevy***

WHEREAS, on May 1, 1984, Robert McGreevy began working for Mackinac State Historic Parks Mackinac Island State Park, and

WHEREAS, Robert McGreevy retired from Mackinac State Historic Parks as an Equipment Operator on November 13, 2020, after thirty-seven years of service, and

WHEREAS, Robert used his exceptional skills to maintain and improve all of Mackinac Island State Park, and

WHEREAS, he provided expert service in the piloting of the LCM, ensuring that essential supplies and equipment were transported to the island, and

WHEREAS, Robert maintained the 144 miles of roads and trails in Mackinac Island

III. State Park, keeping them safe for the enjoyment by millions of park visitors, and

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WHEREAS, the roads and streets throughout Mackinac Island were kept clear of snow in the winter by Robert, for daily use by residents, winter maintenance projects, and critical safety vehicles, and

WHEREAS, Robert skillfully supported many major projects including restoration work at Fort Mackinac and the downtown buildings, establishment of the Mackinac Art Museum, and the reconstruction of Fort Holmes, and

WHEREAS, Robert always displayed a strong work ethic and commitment to the mission of Mackinac State Historic Parks, and

WHEREAS, in recognition of his outstanding work and many contributions, Robert received the Distinguished Employee Award in 2007 and 2020, Veteran Award in 2018, and a Team Award in 2018,

NOW THEREFORE BE IT RESOLVED, that the Mackinac Island State Park Commission does hereby express appreciation to Robert McGreevy for his thirty-seven years of service with Mackinac State Historic Parks, and

BE IT FURTHER RESOLVED, that the Mackinac Island State Park Commission, its Director and staff extend best wishes to Robert for an enjoyable and productive retirement.

Chairman Loepf and Commissioner Marvin remarked on both retirees' tenure and remarkable dedication.

Other

Commissioner Marvin congratulated the staff on its production of the 2020 Annual Report. Director Brisson noted that Dominick Miller compiled the information and drafted the publication.

A discussion regarding 5G devices ensued. Chairman Loepf inquired as to the possibility of increasing Use Permit rates for 5G companies. Director Brisson said it was a possibility, but so far, we have had no requests.

*Citizen
Appearances
and Public
Comments*

Stephanie Fortino stated that the City of Mackinac Island Historic District and their attorneys have had discussions with Verizon for over a year. Verizon is requesting placement of towers on the lamp posts downtown and the City hasn't approved the request. However, state law dictates that 5G companies have the authority to attach their devices to municipal fixtures. Fortunately, MSHP appears to have the authority to reject any such requests on park property. Commissioner Posthumus surmised that the State most likely didn't take into account historical districts when making this law.

Joseph Schott, retired military, shared his appreciation of the work of Mackinac State Historic Parks.

It was moved by Commissioner Marvin, supported by Commissioner Posthumus to adjourn at 2:27 p.m. Motion carried.

William K. Marvin, Secretary

APPROVED:

Daniel Loepp, Chairman



DANIEL LOEPP
Chairman

RICHARD A. MANOOGIAN
Vice Chairman

RACHEL BENDIT
MARLEE BROWN
WILLIAM K. MARVIN
PHILLIP PIERCE
DICK POSTHUMUS

STEVEN C. BRISSON
Director



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MACKINAC ISLAND STATE PARK COMMISSION

DIRECTOR'S REPORT

Mackinac Island State Park Commission

May 28, 2021
Friday, 1:30 p.m.

Commission Conference Room
Mackinaw City, Michigan

Steven C. Brisson, Director

Director's Report
May 28, 2021

Most of our island sites opened to the public on May 1st, followed by the mainland sites the following week. We are encouraged by regular attendance numbers so far, which is tracking close to 2019. Spring visitation, however, relies heavily on groups which are down nearly 90%. Even many of the groups that booked in the winter have since cancelled.

We have opened our sites with the same safety precautions in place as last year. Most programs will continue, except for the tower tour at the lighthouse, the closure of McGulpin House, the Wednesday Governor's Residence tours and the Scout Service Camp. As things went very smoothly last season and, with the end of the pandemic in sight, we are not expecting any issues. Based on CDC recommendations we have relaxed our sanitization schedule. The biggest impediment is limiting staff housing to one person per room, which severely impacts our staffing. We continue to relax safety precautions as CDC and state guidelines are updated.

As last year, we were authorized to have office staff return once we opened to the public. We have the added benefit that a third of the office staff moved to the island and another third began spending most their workday on site. Thus, only about six employees are in either office for a full day. In addition, nearly all office staff were fully vaccinated by the end of April.

The Milliken Nature Center project is proceeding on schedule. Island Park Manager Myron Johnson and I, (along with personnel from DTMB), participated in the selection of the architectural firm. Seven firms submitted proposals, all highly qualified. Tower Pinkster of Kalamazoo was awarded the contract. Several meetings were held with our full planning team in April, and the firm completed a very productive two-day visit to the island with tours and several meetings on May 13 and 14. The schedule is to have complete plans ready by July for bidding.

After several years of delay, ground was finally broken on May 5 for the Merchandise Warehouse in Mackinaw City. The project, overseen by Mainland Park Manager Robert Strittmatter, is scheduled for completion in July. This first phase is the storage room. A second phase will add a heated area for our merchandise markers to work in the winter. The project is managed by DTMB.

We have been working closely with City of Mackinac Island Police Chief Doug Topolski in the implementation of the E-Bike City Ordinance/Park Policy. The city has begun issuing permits for the bikes. Chief Topolski has created an impressive array of educational materials to inform the public of the policy, including a Powerpoint presentation and fact sheet. We have reached out to the boat lines and received a very positive response from Shepler's. City police, our commissioned ranger and the two Michigan State Police troopers will be informing residents and issuing warnings when necessary. The early-stage goal is to inform, rather than enforce.

The M-185 highway repair project began the week of May 10. Leading up to this, Park Manager Myron Johnson and I attended several meetings with MDOT officials and the contractor, Bacco Construction, to coordinate safety measures and detours. Johnson continues to work closely with MDOT and Bacco personnel as the project commences. Chief of Marketing Dominick Miller has coordinated with MDOT's communications staff regarding public notices about the project and continues to provide regular updates. As noted in March, the project will continue into the fall with portions of the road closed to traffic.

The House and Senate have each approved their version of the FY 2022 budget. Our funding is secure in both. However, the House version for the DNR includes funding for the equivalent of one quarter of the department's anticipated annual appropriation. In other words, the recommended budget funds just the first quarter of the fiscal year. The House did not provide any detail as to the mechanism or timing for funding the remaining quarters of FY 2022. This provision would make it extremely difficult, if not impossible, to plan projects. It is hoped that this provision will die in conference committee.

Museum Programs

Staff were busy hiring, ordering supplies, and prepping the sites throughout March and April. Interpretive Assistant LeeAnn Ewer completed preliminary work for the many gardens at Colonial Michilimackinac. Naturalist Kyle Bagnall has prepped the Adventure Tour elements. We did not run the Adventure Tour last year but have determined we can run it safely. Staffing levels prevent us from operating the climbing wall, but both the Eagle's Flight Zip Line and the Canopy Bridge will be open this summer.

The new Kids' Quarters has been installed in Fort Mackinac's Stone Quarters. One of the most popular exhibits at the fort, it had last been updated twenty years ago. Chief Curator Craig Wilson and Exhibit Designer Keeney Swearer, along with a team consisting of Group Tour Coordinator Cassie Boothroyd, Interpretation Coordinator David Harkleroad, and Park Manager Johnson, have designed a new exhibit, incorporating features from the old, but adding many new and exciting elements.

The Biddle House, with its new Mackinac Island Native American Museum, opened along with Fort Mackinac on May 1. The final component of the exhibits, the interpretive garden, was completed in late May. This is the first time that Biddle House will have a full summer's season, as it was always on the same schedule as our downtown buildings, open from mid-June to Labor Day. The Benjamin Blacksmith Shop, part of the Biddle site, has also opened.

The 63rd consecutive year of archaeological excavation of Fort Michilimackinac began on May 24, the longest ongoing dig in the nation. Curator of Archaeology Dr. Lynn Evans and her crew can be found every day throughout the summer (weather permitting) on the site of House E of the Southeast Rowhouse.

Dr. Evans also heads our Publications Committee and has guided the printing of our two new publications: *Pipes and Bottles or Bacchanalian Revels?: The Truth About Robinson's Folly* by Todd E. Harburn and Brian Leigh Dunnigan and *Preservation at Mackinac: A History of the Mackinac Island State Park Commission, 1895-2020* by David Armour, Phil Porter and me. Copies of both were mailed to each of you. As noted in December, we were very fortunate to receive a gift from the family of Clayton and Anna Timmons that allowed *Preservation at Mackinac*, (which had been canceled due to the pandemic), to be published.

Director Emeritus Phil Porter has completed an oral history with Dennis Dufina, which has already been transcribed, edited and bound with the assistance of Administrative Assistant Kathy Cryderman. Porter also edited an oral history he did several years ago with the late R. Daniel Musser, which has likewise been printed, bound and shared with the Musser family. We have also transcribed additional histories completed by Vicki Riel.

Twenty-two pieces have been selected for inclusion in the twelfth annual contemporary art exhibition at the Richard & Jane Manoogian Mackinac Art Museum. The theme of this year's show is "Seasons of Mackinac." Bill Murcko is serving as juror. Mr. Murcko had advised us on best practices in running a juried show back in 2010, and we are very pleased that he was available to judge this year's contest. The winners will be announced at a reception at the museum on June 16.

The first participant in our Artist-in-Residence program will arrive on June 7. Phil Porter, Valerie Porter, Jane Young, and I reviewed 45 applications and selected seven artists, who will be here for varying lengths of time into the fall. This is the third year for the program, which has proved very successful.

A historic 1864 Smith & Wesson revolver on exhibit at the Straits of Mackinac Shipwreck Museum recently began showing signs of corrosion. This bi-metal corrosion was the reaction caused by a combination of iron, brass and lead. The revolver was recovered from the 1894 wreck *Minneapolis* and was still loaded. Registrar Brian Jaeschke coordinated the work to be done by the private conservation firm Inland Seas. As it was still loaded, it required great care and, under controlled conditions in the conservation lab, it fired. The conservation of the revolver was paid for through our Martin and Patricia Jahn Conservation Fund.

Park Operations

Crews on both the island and mainland were busy throughout April prepping the sites for opening. This included grounds preparation, water turn-ons, electric repairs, painting, and a great deal of janitorial work. Mowers were buzzing earlier than normal, and grounds crews are currently in a constant cycle of cutting grass.

In addition to site opening work numerous maintenance projects have been completed. Island Carpenters Bill Pechta and John McClure recovered the Bark

Chapel. Electricity, damaged last year, has also been restored to the building. The carpenters also designed and installed a new picket fence on the north end of the Visitor's Center. This will prevent illegal bike parking on this parcel, which previously made it look like a used bike lot.

Repairs were also completed to security cameras and the fire suppression system at the Governor's Summer Residence. Broken ceiling fans on the porch were repaired in addition to other minor fixes inside the residence. The moose head, donated by Frank Kelley to Governor Milliken, which had hung in the house until ten years ago, has been reinstalled on the second floor of the residence. Governor Whitmer was in favor of returning it, and we feel Chairman Kelley would be most pleased.

In Mackinaw City, Carpenter Scott Thompson has continued the painstaking process of the restoration of windows on the Old Mackinac Point Lighthouse Fog Signal Building. Large portions of the lighthouse fence have also been reconstructed.

Chambers Farms, from whom we rent our three horses each summer, had an internal policy change requiring us to sign a contract assuming liability for the horses. Assistant Attorney General Nate Gambill reviewed the draft contract and determined it was untenable. It was finally determined that our only solution was to buy the horses and pay for their winter boarding.

Marketing

The marketing effort to attract student groups has proven difficult, as expected. However, even as we were cautiously optimistic regarding regular visitation, we were aware that the group market would remain stressed. Group Tour Coordinator Boothroyd is focusing efforts on the fall, where we may see additional adult motor coach visitors. On a positive note, weddings and other private event bookings are up over 2019.

Sales Manager Suzette Schmalzried was busy training sales and admissions staff throughout April, setting up ticketing systems, and opening our seven Museum Stores. It is still very early, but retail sales look promising.

Miller coordinated our hosting of the Cadillac-based TV 9 & 10 morning show on May 13. Seven live segments were broadcast from our island sites, including Biddle House, the Mackinac Art Museum and Fort Mackinac. Miller, Wilson, and I served as guests. I also completed two radio interviews with Dave Lorenz of Travel Michigan in April and May, highlighting what is new at our sites.

Miller has also been busy with multiple digital campaigns for the 2021 season.

The annual Fort2Fort running race, held virtually last year, took place on May 14. Nearly 500 racers signed up, and over 400 came to the island to complete the race in person. Due to Covid-19 restrictions the race was completed with a rolling start. Thanks go out to the volunteers who manned water stations, both staff and

IV.

Page 6 Mackinac Associate members. Miller, Membership, Development Coordinator
of 6 Michelle Walk and Johnson coordinated the event with Gault Races. A special thanks to John and Anne Gault for managing this race for us, which is a fund raiser for the park.

Administration

Even with a reduced staff, filling of all our positions has proven difficult. There are still gaps among our guest service representatives and mainland park operations staffing. Human Resources Coordinator Ken Fegan continues to work with the managers to fill the positions. This is not an unusual personnel issue, and while it may be blamed in part on the current labor situation, it likely has more to do with our uncompetitive hourly wage.

Information technology continues to quickly evolve and has become a critical aspect for our operation with the continual shift from paper to digital. Through the spring, Chief Financial Officer Jodie Borowicz has coordinated numerous online training sessions with Gateway Ticketing Systems, our admissions system vendor. Accounting Technician Jody Scheele, General Office Assistant Judy Elmore, Miller, Schmalzried, and Boothroyd participated in the training. All point-of-sale stations were also installed. Efforts are still underway to set-up the website retail store, including the website privacy policy, which was reviewed by Nate Gambill.

The Mackinac Associates Spring Appeal was launched last month. The appeal is to purchase mobility devices for Colonial Michilimackinac that can deal with the sandy terrain that often thwarts regular wheelchairs. They will be available for checkout at the Visitor's Center. As of the middle of May, nearly \$17,000 has been raised, just shy of the goal.

Upcoming Events

Biddle House Donor Reception, May 29; Mackinac Art Museum Contemporary Art Show Opening and Awards Presentations, June 16; G. Mennen Williams Mackinac Celebration, June 19; Mackinac Associates Red, White & Blue Reception, July 4.

Respectfully submitted,



Steven Brisson, Director
May 28, 2021

MEMORANDUM

Subject: **Request for Additional Commercial Bicycle Licenses,
The Inn at Stonecliffe**

To: Mackinac Island State Park Commissioners

From: Steven C. Brisson, Director 
Mackinac Island State Park Commission

Date: May 28, 2021

ISSUE: On March 12th, the Commission received a request for 12 additional commercial bicycle licenses from Suze Oostendorp, General Manager at The Inn at Stonecliffe (letter attached). Licenses for commercial transportation operations in the Mackinac Island State Park are issued in accordance with state statutes, administrative rules, and policy and require approval by the Commission.

DISCUSSION: At the MISPC March 5th meeting, the Commission approved 30 bicycle licenses for The Inn at Stonecliffe. On March 10th, the Mackinac Island City Council approved a request for 12 additional commercial bicycle licenses from The Inn at Stonecliffe. Ms. Oostendorp requested the licenses based on increasing demand for bicycles on the bluff. The nearest downtown commercial bike rental facility is about 1 ½ miles from Stonecliffe. It has been a long-standing practice of the Commission to issue an equal number of licenses as the City of Mackinac Island.

RECOMMENDATION: Staff has reviewed the license request and has determined that it is in compliance with the Commission's policy regulating the issuance of commercial bicycle licenses. The required certificate of insurance and license fees accompanied the application. Staff recommends approval of the commercial bicycle license request, as presented.

Thank you.

The Inn at Stonecliffe
Mansion & Suites
MACKINAC ISLAND

To Whom It May Concern,

The Inn at Stonecliffe has been approved by the City of Mackinac Island for an additional twelve bike licenses for the 2021 summer season. Last season we noticed demand for bikes on the bluff drastically increasing with the combination of the hotel and surrounding vacation rentals. With the additional cost of bringing a bike over to the island on the ferry a deterrent for guests to travel with their own bicycles, the need for accessible rentals on the property is needed. These bikes would not be an influx to the downtown bike rental traffic and would assist in alleviate crowding on Main Street by allowing guests to rent and return at our property.

Sincerely,

Suze Oostendorp | General Manager
The Inn at Stonecliffe
P: 906.847.3355

MEMORANDUM

Subject: Lease Renewal Request, Cloverland Electric Cooperative Franchise Agreement

To: Mackinac Island State Park Commissioners

From: Steven C. Brisson, Director 
Mackinac Island State Park Commission

Date: May 28, 2021

ISSUE: On May 11, 2021, the Commission received a request from Cloverland Electric Cooperative, 2916 W. M-28, Dafter, MI 49724, to renew their franchise agreement. The previous 30-year agreement with Edison Sault Electric Company became effective on June 1, 1991. The franchise agreement was later transferred to Cloverland Electric Cooperative upon their purchase of Edison Sault Electric Company in 2010.

DISCUSSION: The franchise agreement ensures the continuity of electricity and the maintenance of electrical equipment on Mackinac Island. Staff researched the request and found no conditions that would prohibit such renewal.

RECOMMENDATION: Staff recommends that the Commission offer to Cloverland Electric Cooperative of 2916 W. M-28, Dafter, MI 49724, renewal of the Electric Franchise Agreement for 30 years, effective June 1, 2021. Annual rent shall be Ten Dollars (\$10.00) and shall be due and payable on the 1st of June.

Thank you.

ELECTRIC FRANCHISE

MACKINAC ISLAND STATE PARK COMMISSION

CLOVERLAND ELECTRIC CO-OPERATIVE

A FRANCHISE, granting to CLOVERLAND ELECTRIC COOPERATIVE, its successors and assigns, the right, power and authority to lay, maintain and operate electric and fiber lines, poles and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to produce, manufacture, distribute and sell electricity and conduct a local electric business on the properties held by the Mackinac Island State Park Commission for a period of thirty years.

Section 1. Grant of Franchise. The Mackinac Island State Park Commission, a commission of the State of Michigan created by Act 355, Public Acts of Michigan, 1927, as amended (the Grantor) hereby grants to Cloverland Electric Cooperative, its subsidiaries, successors, and assigns (the “Company”) consent, permission, right and authority is hereby given to construct, lay, operate, maintain, use, and replace electric, fiber, and other communication lines, poles, cables, conduits, appliances, buildings and other necessary works, in the highways, streets, alleys and other public places on the properties held by the Mackinac Island State Park Commission and a non-exclusive franchise is hereby granted to the Company, its subsidiaries, successors, and assigns, to transact local business on the properties held by the Mackinac Island State Park Commission for the purposes of producing, storing, transmitting, selling, and distributing electricity into and through the Mackinac Island State Park Commission and all other matters incidental thereto. Company shall not erect new transmission or distribution lines above ground, nor place transformers or other equipment in the Mackinac Island State Park, unless specific permission of the Grantor has been granted. Grantor shall not unreasonably withhold permission at the request of the Company.

Section 2. Consideration. In consideration of the rights, power and authority hereby granted, the Company shall faithfully perform all things required by the terms hereof and shall pay to the Grantor on the first day of June, 2021, the sum of Ten (\$10.00) Dollars; and a like sum of Ten (\$10.00) Dollars on the first day of June of each and every year thereafter during the tenure of this lease.

Section 3. Use of Streets and Other Public Places. The Company, its successors and assigns, shall not unnecessarily obstruct the passage of any of the highways, streets, alleys, or other public places within the properties held by the Mackinac Island State Park Commission and shall within a reasonable time after making an opening or excavations, repair the same and leave it in as good condition as before the opening or excavation was made. The Company, its successors and assigns shall use due care in exercising the privileges herein contained and shall be liable to the Grantor and to every owner of property abutting the Company’s lines or other facilities, for all damages and costs arising from the negligence of the Company or its officers, agents, and servants.

Section 4. Force Majeure. The Company shall not be liable for failure to furnish service as herein provided, or for any breach of the Company’s obligations hereunder, if such

failure or breach is caused by reason of uncontrollable forces or "Force Majeure". The term "Force Majeure" means any cause beyond the control of the Company, its successors and assigns, affected including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor troubles, sabotage, and restraint by court or public authority, or any other causes or contingencies not reasonably within the control of the Company. The Company, its successors and assigns, rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 5. Hold Harmless. The Company shall at all times keep and save the Grantor free and harmless from all loss, costs and expense to which it may be subject by reason of the Company's negligent construction and negligent maintenance of the structures and equipment hereby authorized. If any action is commenced against the Grantor resulting from Company's negligent construction and maintenance, the Company shall, upon notice, defend the Grantor and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

Section 6. Effective Date; Term of Franchise; Acceptance by the Company. This Franchise, when accepted, shall take effect June 1, 2021, and shall continue in effect for a period of thirty (30) years thereafter.

Section 7. Franchise Not Exclusive. The rights, power and authority granted by this Franchise are not exclusive, and nothing contained herein shall prevent the Grantor from granting other non-exclusive electric franchises.

Section 8. Franchise Revocable. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

Section 9. Effect and Interpretation of Franchise. All other franchises, ordinances and resolutions, and parts thereof, which conflict with any of the terms of this Franchise are hereby rescinded, to the extent of such conflict. The catch line headings which precede each section of this Franchise are for convenience in reference only and shall not be taken into consideration in the construction or interpretation of any of the provisions of this Franchise.

Section 10. Successors and Assigns. The words "Cloverland Electric Cooperative" and the "Company," wherever used herein, are intended and shall be held and construed to mean and include both Cloverland Electric Cooperative and its subsidiaries, successors, and assigns, whether so expressed or not.

Section 10. Execution of this Agreement. The Chairperson and Secretary of the Mackinac Island State Park Commission are hereby authorized and empowered to execute and sign this franchise in behalf of the Mackinac Island State Park Commission.

The Mackinac Island State Park Commission, has caused this franchise to be executed as of the date of its passage, this ____ day of _____, 2021.

**MACKINAC ISLAND STATE PARK
COMMISSION, BY:**

Daniel Loepp, Chairman

William K. Marvin, Secretary

ACCEPTANCE

This Franchise is hereby accepted by the Company on _____, 2021 pursuant to the terms and conditions set forth in the foregoing Franchise.

CLOVERLAND ELECTRIC
COOPERATIVE

By: _____

Its: _____

MEMORANDUM

Subject: Lease Renewal Request, Cloverland Electric Cooperative Substation, Stonecliffe Road

To: Mackinac Island State Park Commissioners

From: Steven C. Brisson, Director 
Mackinac Island State Park Commission

Date: May 28, 2021

ISSUE: On April 21, 2021, the Commission received a request from Cloverland Electric Cooperative, 2916 W. M-28, Dafter, MI 49724, to renew their substation lease, commonly known as “Patrick Chambers Switching Station,” located adjacent to Private Claims Nos. 3 and 331. The previous 30-year lease with Edison Sault Electric Company was updated in 2000 to expand the substation boundaries and became effective on November 17, 2000. This lease was later transferred to Cloverland Electric Cooperative upon their purchase of Edison Sault Electric Company in 2010.

DISCUSSION: The referenced lease provides for the operation of an electrical substation only. Staff inspected the property and found no conditions that require special lease terms.

RECOMMENDATION: Staff recommends that the Commission offer to Cloverland Electric Cooperative of 2916 W. M-28, Dafter, MI 49724, renewal of the substation lease for 20 years, expiring May 31st, 2041. The annual rent shall be Ten Dollars (\$10.00) and has been received for 2021. Rent shall be due and payable on the 1st of May each year hereafter.

Thank you.



April 14, 2021

Mr. Steven Brisson, Director
Mackinac Island State Park Commission
P.O. Box 873
Mackinac City, Michigan 49701

Mr. Brisson:

Please accept this letter as a formal request to renew Cloverland's lease of the "Patrick Chambers Switching Station", adjacent to Private Claims 3 and 331, dated November 17, 2000, expiration May 31, 2021, agreement with the Mackinac Island State Park Commission. Cloverland accepts the Commission's proposed changes.

Should you have any questions or concerns, please do not hesitate to contact me at (906) 632-5191. Thank you for your prompt attention to this matter.

Sincerely,


Johanna Wiltfong
Easements & Permits Liaison

GROUND LEASE

THIS GROUND LEASE (“Lease”), made this 28th day of May, 2021, between the MACKINAC ISLAND STATE PARK COMMISSION (“Commission”), by its Chairperson and Secretary, (“Lessor”) and **Cloverland Electric Cooperative** (formerly Edison Sault Electric Company), as Lessee, supersedes and replaces a lease made November 17, 2000, to Edison Sault Electric Company.

Lessor leases to Lessee the following described parcel of land (the “Premises”) commonly known as the “Patrick Chambers Switching Station,” adjacent to Private Claims Nos. 3 and 331, with the formal legal description attached as Exhibit “A” and located within the Mackinac Island State Park (“Park”), State of Michigan, and to be occupied and used only for the purpose of operation of an electrical substation.

ARTICLE I

RENT

1.01 Lessor shall furnish the Premises to Lessee for a term of **twenty (20)** years of possession beginning upon actual possession or at 12:01 a.m. on June 1st, 2021, (“Commencement Date”) and ending at 11:59 p.m. on May 31st, 2041.

1.02 Lessee shall pay to Lessor as annual rent consideration for the Premises at a rate of \$10 per year (“Annual Rent”) and other good and valuable consideration. The first payment is due on the Commencement Date of this Lease and each payment thereafter is due on the 1st day of May each subsequent year. The Annual Rent may be paid in equal installments if approved by the Lessor in writing.

ARTICLE II

USE OF PREMISES

2.01 Lessee agrees to use the Premises for the purpose of operation of an electrical substation only.

(a) lessee agrees that the communication lines included as part of transmission lines located on state park land shall be used only for the internal operations of Cloverland Cooperative and shall not be leased or utilized by any other party without the express written permission of the Commission.

2.02 Lessee agrees to comply with all public health and police regulations applicable to Lessee’s use and occupancy of the Premises.

2.03 Lessee agrees not to cause or permit any nuisance upon the Premises.

(a) lessee, its successors and assigns, shall be required to repair, or replace, any part of the streets, sidewalks, alleys, pavements, highways, or other public grounds which shall be disturbed or removed as a result of such operations; such repairs or replacements to be made within a reasonable time as determined by the Grantor and the property left in as good condition as it previously existed. If Grantee, its successors and assigns, shall neglect

to repair or replace such property, the Grantor shall have the right, after first giving ten (10) days written notice thereof to Grantee, its successors and assigns, to make such repairs and replacements, and the Grantee, its successors and assigns, shall pay for the cost of same.

(b) lessee shall consult with the Commission prior to installation of any beachfront sign upon or adjacent to state park property, and shall ensure that such signs are located and screened from view from State Highway M-185 in such a way as to reduce impact on the natural environment.

2.04 Lessee agrees not to operate or store on the Premises or operate upon the roads of the Park any motor driven vehicle designed or capable of transportation of persons and property, consistent with Public Act 451 of 1994, as amended, and the Administrative Rules promulgated for the management of the Park, except those having a Park emergency permit.

2.05 Lessee agrees to strictly comply with all rules and regulations, which are or may be established and promulgated by the Lessor or other competent authority for the care and management of the Park.

ARTICLE III

CARE AND CONDITION OF PREMISES

3.01 Lessee recognizes the purpose of the Commission to preserve the architectural, historical, archeological and cultural values of properties under its jurisdiction, including any structures on the Premises being leased to Lessee.

3.02 Lessee shall safeguard the heritage of the Premises and any structures, by maintaining the same in good repair and orderly condition. Neither maintenance nor repair shall change the external appearance of any structure or the grounds, except through the elimination of the usual and expected effects of weathering.

(a) lessee shall not erect new transmission or distribution lines above ground in the Mackinac Island State Park unless specific permission of the Mackinac Island State Park Commission has been granted.

(b) lessee shall maintain the transmission riser poles and riser station tied to the underwater cable in a condition that is aesthetically pleasing to the natural surroundings, including maintaining all riser poles as brown in color.

3.03 Lessee agrees that he or she shall not change the external appearance of any structure on the Premises by addition, alteration, repair, moving, excavation, or demolition, nor construct a new structure or replace a structure without first submitting plans and obtaining the written approval of the Director of the Commission. Changes to the external appearance include, but are not limited to, any paving or bricklaying on the Premises. The Director may require submission of plans approved by a licensed architect and a State of Michigan Department of Licensing and Regulatory Affairs building permit prior to start of work.

3.04 Lessee agrees to trim bushes and shrubs to prevent obstruction of sidewalks. Trees may be trimmed, moved or removed only upon the Lessee first obtaining the permission of the Director of the Commission. Lawns and gardens shall be kept in a clean, orderly and attractive appearance. This duty will include prompt removal of any and all litter, yard waste,

and other debris from all portions of the premises, mowing and watering of turf grass, storing of tools and equipment away from public view, and maintaining an overall neat, orderly and aesthetically pleasing appearance to the premises consistent with the natural beauty of the Park.

(a) lessee agrees to maintain in excellent condition the cedar stockade fence that conceals the chain link fence and serves as a visual barrier along the northwest and southwest sides of the substation site.

(b) lessee shall provide a visual barrier along the overhead power line route by maintaining trees in the power line easement near the substation site.

3.05 Lessee agrees to not place on the Premises a television satellite dish or other structure similar in design or purpose without the prior written approval of the Commission.

3.06 Lessee agrees to procure and keep in effect such public liability and property damage insurance as the Commission may deem adequate. Lessee also agrees to name the Mackinac Island State Park Commission as a secured and interested party on the insurance policy.

3.07 Lessee shall indemnify and hold harmless Lessor, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorney's fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(a) any claim, demand, action, citation or legal proceedings against Lessor, its employees and agents arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Lessee;

(b) any claim, demand, action, citation or legal proceeding against Lessor, its employees and agents arising out of or related to occurrences that Lessee is required to insure against as provided for in this Lease; and

(c) any claim, demand, action, citation or legal proceeding against Lessor, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Lessee, anyone directly or indirectly employed by Lessee, or by anyone for whose acts Lessee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of Lessor, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Lessee, the indemnification obligation under this Lease shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Lessee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Lease with respect to any claims based on facts or conditions, which occurred prior to termination. The provisions of this Section shall survive the expiration or termination of this Lease.

3.08 In the event that any structure or personal property on the Premises are damaged or destroyed by fire or other calamity, Lessee shall proceed as soon as possible to repair or replace the structure or personal property in accordance with Commission guidelines. Lessee at his or her own expense will maintain photographs or other records to insure that they can replicate the personal property and/or structure as they existed prior to the damage or destruction. Lessee shall repair or rebuild any structure or personal property within eighteen (18) months, according to the terms of this Lease. This period may be extended by the Director and/or the Commission if good cause is shown why the repairs or rebuilding cannot be completed within eighteen (18) months. Failure to rebuild or repair in accordance with this provision within the time frame set forth, unless extended by the Director and/or Commission, shall result in the cancellation of this Lease. In addition, Lessee will be required to pay to the Commission the full amount of any insurance proceeds resulting from the loss of any structure or personal property, regardless of whether rebuilding or repair has begun.

3.09 Lessee agrees to furnish each floor of each structure with an approved dry chemical fire extinguisher in good working order.

3.10 If the Premises and structures are not kept in good repair and orderly condition, or if the external appearance of the Premises or structures are changed without permission of the Director and/or the Commission, that upon notice of that fact, the Lessee shall immediately take whatever action is required to repair, restore or maintain the Premises and any structures on it. In the event that this is not done, the Commission may contract with parties willing to do the necessary work or perform the work, or proceed with termination of the Lease. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by the Commission and/or Director will become a charge upon the Lessee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this Lease and the Lease may be terminated.

3.11 Exterior areas of the Premises occupied by domestic animals shall be maintained in clean and sanitary condition. Animal waste shall be properly disposed of and not allowed to accumulate in a manner that distracts from the appearance of the Premises or causes the persistent and significant release of offensive odors.

3.12 In reference to the utility easement provided in State Park Warranty Deed land located in Private Claim No. 3 and adjacent Bottomland, Cloverland Electric Cooperative shall fully comply with restrictions stated in the deed, to wit: *“The real estate conveyed herein shall remain in its natural state, with no topographical alteration, and no tree cutting or trimming, except for health and safety purposes. Accordingly, said real estate shall not be subject to the placement of any structure upon it, including without limitation, any fences, docks, picnic tables, benches, buildings, shelters, and the like. The continuation of any violation of the prohibitions contained herein for a period of thirty (30) days, following written demand to cease and desist by Grantor, its heirs and assigns, directed to Grantee at its Mackinac Island address, shall cause the real estate conveyed herein to revert to Grantor.”*

ARTICLE IV

ENVIRONMENTAL PROTECTION PROVISIONS

4.01 The Lessee covenants that he/she has undertaken review of the environmental condition of the Premises and structures, and the Premises or structures do not contain a concentration of any hazardous substances in, on or below the Premises or structures.

4.02 Lessee covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Premises, Lessee shall:

(1) Promptly notify both the Commission as the Lessor, and the Michigan Department of Environmental Quality (MDEQ) of the release or threatened release.

(2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA, MCL 324.20101 *et seq.*

(3) Inform the Lessor, the MDEQ, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

(4) Provide the Lessor, the MDEQ, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

4.03 Lessee, except as otherwise provided herein, agrees to hold the Lessor harmless and to indemnify the Lessor for any claims brought against the Lessor related to asbestos or the release or threatened release of any hazardous substance on, in or below the Premises that may have occurred prior to or after Lessee's occupancy of the Premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Premises by the Lessor.

4.04 Lessee agrees to take no administrative or judicial action against the Lessor including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessor to investigate or take remedial action, declaratory relief, or any action associated with the Lessee's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Premises, except if the release or threatened release is caused solely by the Lessor.

4.05 The Lessor and the Lessee mutually agree that they shall not release on, in, or below the Premises any hazardous substance. The Lessor assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused solely by the Lessor.

ARTICLE V

ACCESS TO PREMISES

5.01 Lessee agrees to permit Lessor to have free access to the Premises to examine the same at reasonable periods and times.

ARTICLE VI

ASSIGNMENT

6.01 Neither this Lease nor any part thereof shall be assigned by operation of law or otherwise, nor shall the Premises or any part thereof be subleased or permitted to be used without

the prior written consent of the Lessor. Lessee shall not, directly or indirectly, assign or transfer any of its rights or duties to another without the Lessor's written consent, which may be withheld in the Lessor's sole discretion. Without limiting the generality of the foregoing, Change of Control of a party shall be deemed to be an assignment. It is mutually agreed that the several agreements, conditions, covenants, and obligations in this Lease shall inure to, and be binding upon the successors in office of the Lessor, and the heirs, executors, administrators and assigns of the Lessee. For the purposes of this section, "Change of Control" shall include, but not be limited to, the sale or exchange of a controlling interest of stock in a corporation, any legal transaction that results in the change of effective control of a legal entity, the death of the Lessee, or any mechanism by which the Lessee named in this Lease would cease to be in actual control of the Premises.

ARTICLE VII

RETURN OF PREMISES

7.01 Upon the expiration or termination of this Lease, Lessee agrees to leave the Premises in as good of a condition as was present at the Commencement Date, except for normal wear and tear. Lessee agrees to reimburse Lessor for any repairs, restoration or maintenance to the Premises arising from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.

ARTICLE VIII

RENEWAL

8.01 At the expiration of this Lease, the Lessee may continue to rent the Premises on a monthly basis until terminated by notice from the Lessor or renewed pursuant to the option granted Lessee in this paragraph. The Lessor agrees that, if the Lessee has performed the agreements, conditions, covenants and other obligations of this Lease in a satisfactory manner, Lessee shall have the option to re-lease the Premises in preference to others, upon such terms and conditions as prescribed by the Lessor. If the Premises are not subject to lease or if an extension is not granted, the Lessee may, if done before the expiration of this Lease, remove such buildings and fixtures as may be lessees property, leaving the Premises in as good of a condition as it was on the Commencement Date, normal wear and tear excepted.

8.02 If Lessee desires to exercise his/her option to re-lease the Premises, he/she shall do so by submitting a written request to the Lessor sixty (60) days before the expiration of this Lease. This request will be acted upon after the Lessor has inspected the Premises and determined whether the Lessee has complied with the provisions of this Lease during its term and is entitled to re-lease the Premises.

8.03 Lessee shall be advised in writing whether his/her request to renew has been approved and a new lease shall be submitted to him/her with terms and conditions as set forth by Lessor.

ARTICLE IX

QUIET ENJOYMENT

9.01 The Lessor covenants with the Lessee that upon payment of rental consideration and upon the performance of all agreements, conditions, covenants and other obligations in this Lease, that Lessee shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

ARTICLE X

ENFORCEMENT AND TERMINATION

10.01 Lessee agrees to keep, observe and perform all the conditions, covenants and other obligations placed upon the Lessee of these Premises. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

10.02 Regardless of other provisions of this Lease, upon the failure of the Lessee to observe and perform any covenant, condition, term or provision of this Lease, Lessor shall have the right to terminate this Lease and shall be entitled to possession of the Premises. Notice of termination and demand for possession shall be in writing and addressed to the Lessee, and shall give the reasons for the demand.

10.03 No receipt of money by the Lessor from the Lessee after the termination of this Lease shall reinstate, continue or extend the term, nor waive or affect any notice given by the Lessor to the Lessee prior to such receipt of money.

10.04 The parties agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this Lease shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

10.05 One or more waivers of any covenant, term, condition or provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, condition or provision, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed a waiver of Lessor's consent or approval to or of any subsequent similar act by Lessee. No breach of a covenant, term, condition or provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver (i) is in writing signed by Lessor; (ii) identifies the breach, and (iii) expressly states that it is a waiver of the identified breach. Additionally, any approval required under this Lease shall be deemed only an approval for the purpose assigned and does not ensure the viability of any written materials. Lessee remains liable for the accuracy of any material submitted for approval.

10.06 The Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 435, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practice and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national

origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessee agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. The Lessor may terminate this Lease upon thirty (30) days written notice, if the Lessee or any subcontractor, manufacturer or supplier of the Lessee is found guilty of discrimination.

10.07 Unfair Labor Practices. The Lessor may void this Lease, upon thirty (30) days written notice, if the Lessee or any subcontractor, manufacturer, or supplier of the Lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

ARTICLE XI

NOTICE, APPLICATION AND APPROVALS

11.01 Any notice to Lessor required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessee and Lessor shall be transmitted to the addresses listed below:

To Lessee: Cloverland Electric Cooperative
2916 W. M-28
Dafer, MI 49724

To Lessor: State of Michigan
Director, Mackinac Island State Park Commission
P.O. Box 873
Mackinaw City, Michigan 49701

The notice shall be deemed effective as of 12:00 noon Mackinaw City, Michigan time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

11.02 This Lease shall be interpreted in accordance with the laws of the State of Michigan.

11.03 This Lease supersedes and cancels any prior Lease between Lessor and Lessee covering the Premises herein described, which said Lease shall be null and void when this Lease becomes effective.

11.04 Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder

of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

11.05 This Lease, with all attachments, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed.

The next paragraph is the signature of the Parties.

APPLICATION FOR PERMISSION TO SUB-LEASE

MACKINAC ISLAND STATE PARK COMMISSION

Application Date 04/12/2021 State Park Lease # 2 Lot # 16

Lessee Name Susan Carpenter Allen Family Trust and Carter Mull

Lessee Address, City/State/Zip 5904 Mt. Eagle Dr., #1603, Alexandria VA 22303

Lessee Telephone 703-405-2984

Lessee is required to designate a local contact who will be responsible for the management and care of the property in the lessee's absence.

Island Contact Name Greg Main

Contact Address, City/State/Zip Market St., Mackinac Island MI 49757

Contact Telephone 906-286-2641

#1 \$250 Sub-Lease Dates June 19 through July 1, 2021

Sub-Lessee Name Debora and E. Patrick Murray

Sub-Lessee Address, City/State/Zip 64 Wilson Rd, Grosse Point Shores, MI 48236

#2 \$250 Sub-Lease Dates July 3, 2021 through July 17, 2021

Sub-Lessee Name Gary and Shirley Kerstra

Sub-Lessee Address, City/State/Zip 2469 Cedra Lake Dr., Jenison MI 49428

ion established a \$250 sub-lease fee effective January 1, 2018. The fee is payable upon application to the Commission for sub-lease approval for each sub-lessee/date. To receive consideration, applications must be submitted to the Director no later than three weeks before the Commission meeting prior to the scheduled sub-leases and must state the name of the sub-lessee and specify the proposed dates. We encourage you to advise your sub-lessees of Commission procedures and park rules. A 20% (\$50) penalty will be applied to any applications received after the stated deadline. A 40% (\$100) penalty will be applied to any scheduled sub-leases occurring before Commission approval.

Lessee Signature Susan C. Allen

[For Office Use Only] Amount Received \$ 500.00 ^{pa} 4/19/21 _{CH 480255}

Commission Approved Yes No Date Approved _____

The lease agreement between Mackinac Island State park Commission and lessees specifies use of the property as a single family residence only and requires written commission approval for any sub-leasing. Effective January 1, 2005 applications for sub-leasing of cottages located on state park leased property shall be considered only if sub-leased to one sub-lessee for a minimum of fourteen (14) consecutive days. No cottage located on state park leased property shall be sub-leased for more than twenty eight (28) days per year.

Authorized By _____
Steve Brisson

APPLICATION FOR PERMISSION TO SUB-LEASE

MACKINAC ISLAND STATE PARK COMMISSION

Application Date March 22, 2021 State Park Lease # 1 Lot # 15

Lessee Name Lydia Pennock

Lessee Address, City/State/Zip 328 Urie Rd Craftsbury Cmn, VT 05827

Lessee Telephone 802-755-6780

Lessee is required to designate a local contact who will be responsible for the management and care of the property in the lessee's absence.

Island Contact Name Jeremy Cox

Contact Address, City/State/Zip PO Box 831 Mackinac Island, MI 49757

Contact Telephone 906-847-3810

#1 \$250 Sub-Lease Dates August 9, 2021 through August 23, 2021

Sub-Lessee Name John Adent

Sub-Lessee Address, City/State/Zip 130 Holt Rd Mason, Mi. 48854

#2 \$250 Sub-Lease Dates August 25, 2021 through September 8, 2021

Sub-Lessee Name Dr. James Moore

Sub-Lessee Address, City/State/Zip 806 River St. Spring Lake, MI 49456

The Commission established a \$250 sub-lease fee effective January 1, 2018. The fee is payable upon application to the Commission for sub-lease approval for each sub-lessee/date. To receive consideration, applications must be submitted to the Director no later than three weeks before the Commission meeting prior to the scheduled sub-leases and must state the name of the sub-lessee and specify the proposed dates. We encourage you to advise your sub-lessees of Commission procedures and park rules. A 20% (\$50) penalty will be applied to any applications received after the stated deadline. Effective January 1, 2019, a 40% (\$100) penalty will be applied to any scheduled sub-leases occurring before Commission approval.

Lessee Signature Lydia Pennock

[For Office Use Only]

Amount Received \$ 500.00

CU# 938
3/29/21

Commission Approved Yes No Date Approved _____

The lease agreement between Mackinac Island State park Commission and lessees specifies use of the property as a single family residence only and requires written commission approval for any sub-leasing. Effective January 1, 2005 applications for sub-leasing of cottages located on state park leased property shall be considered only if sub-leased to one sub-lessee for a minimum of fourteen (14) consecutive days. No cottage located on state park leased property shall be sub-leased for more than twenty eight (28) days per year.

Authorized By Steven Brisson

APPLICATION FOR PERMISSION TO SUB-LEASE

MACKINAC ISLAND STATE PARK COMMISSION

Application Date: 4/13/21

State Park Lease #1

Lot # 4, 5, 19, 20

Lessee Name: Hamady Family / Wonder View LLC

Lessee Address: 3909 Rickover Rd., Silver Spring, MD 20902

Lessee Telephone: 415-306-3637

Lessee is required to designate a local contact who will be responsible for the management and care of the property in the lessee's absence.

Island Contact Name: Kim Kolatski / Mackinac Island Home Rentals

Contact Address: PO Box 849, Mackinac Island, MI 49757

Contact Telephone: 906 847 0960

#1 \$250 Sub-Lease Dates: 6/15/21 through 6/29/21

Sub-Lessee Name: Denise Burke

Sub-Lessee Address: 511 Union St, Nashville, TN 37219

#2 \$250 Sub-Lease Dates: 7/11/21 through 7/24/21

Sub-Lessee Name: Pat Van Haren

Sub-Lessee Address: 4541 Koinonia Ct, NE, Grand Rapids, MI 49525

The Commission established a \$250 sub-lease fee effective January 1, 2018. The fee is payable upon application to the Commission for sub-lease approval for each sub-lessee/date. To receive consideration, applications must be submitted to the Director no later than three weeks before the Commission meeting prior to the scheduled sub-leases and must state the name of the sub-lessee and specify the proposed dates. We encourage you to advise your sub-lessees of Commission procedures and park rules. A 20% (\$50) penalty will be applied to any applications received after the stated deadline. A 40% (\$100) penalty will be applied to any scheduled sub-leases occurring before Commission approval.

Lessee Signature



[For Office Use Only]

Amount Received \$ 500.00

pd
4/19/21
ch# 1104

Commission Approved

Yes

No

Date Approved

The lease agreement between Mackinac Island State park Commission and lessees specifies use of the property as a single family residence only and requires written commission approval for any sub-leasing. Effective January 1, 2005 applications for sub-leasing of cottages located on state park leased property shall be considered only if sub-leased to one sub-lessee for a minimum of fourteen (14) consecutive days. No cottage located on state park leased property shall be sub-leased for more than twenty eight (28) days per year.

Authorized By

Steve Brisson

USE PERMIT APPLICATION and PERMIT

NAME: **Joseph and Diane Brandonisio**

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370, Mackinac Island, MI 49757-0370

Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal

Legal Description of Land: Parcel E. A part of Mackinac Island State Park lying adjacent to and contiguous with that part of Lot 93, Assessor's Plat No.3, Mackinac Island, Mackinac County, Michigan, depicted and described in a 1985 survey by James E. Young recorded at Liber 319, Page 397, Mackinac County Records, more particularly described as: Commencing at the cut stone monument that marks a corner of Mackinac Island State Park and the west corner of Lot 90, Assessor's Plat No. 3; thence along the boundary of said park and the north line of Lot 90, Lot 91, Lot 92 and Lot 93, South 87 degrees 15 minutes East a distance of 268.47 feet to the northwest corner of said survey and the Point of Beginning of this description; thence along the west line of said survey extended northerly North 11 degrees 54 minutes 22 seconds East a distance of 33 feet to the southerly edge of the bituminous surface of Spring Street; thence along said street edge South 77 degrees 01 minutes 15 seconds East a distance of 60.30 feet to the east line of said survey extended northerly; thence along said extended line South 16 degrees 19 minutes 22 seconds West a distance of 22.5 feet to the northeast corner of said survey; thence along the north line of Lot 93, North 87 degrees 15 minutes West a distance of 59.31 feet to the Point of Beginning.

Reason why Permit is needed: Encroachment of structure on state land

Proposed use of land: Existing encroachment, access to structure

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on May 31, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent

(125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.

VII.BX
Page 2

- 9) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.
- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.
- In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.
- 11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: \$100.00

pa
4/5/21
KC

Name: Joseph + Diane Brandonisio

Mailing Address: 961 Naampa Ct Troy MI, 48084

Signature of Permittee: Joseph Brandonisio / Diane Brandonisio

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.

USE PERMIT APPLICATION and PERMIT

NAME: **GEORGE J. BURROWS**Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370,
Mackinac Island, MI 49757-0370Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal Legal Description of Land: State park road right of way for Algonquin Street, as it adjoins State Park Lease
No. 1, Lots 7 and 23.

Reason why Permit is needed:

Proposed use of land: Installation and maintenance of landscaping, including shrubs, flower beds and lawn
in right of way areas not currently being used by the Park as roadway.

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on May 31, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.
- 9) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in

the alternative, MISPC may request that the improvements be removed and, if not removed within 30 **VII.D.2** days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to **Page 2** reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent **of 2** (125%) of any removal.

- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.

- 11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed \$100.00

pd
4/15/21
Kc

Name: GEORGE J. BURROWS

Mailing Address: 175 E DELAWARE PL, ATP 7405, CHICAGO, IL 60611

Signature of Permittee: *George J. Burrows* 3/15/21

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.

USE PERMIT APPLICATION and PERMIT

NAME: City of Mackinac Island Marine Rescue

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370
Mackinac Island, MI 49757-0370Term of the Permit: One Year Permit Fee: Waived New or Renewal

Legal Description of Property: Mackinac Island Visitors Center

Reason why Permit is needed: Equipment storage only

Proposed use of property:

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on June 1, 2022.
- 2) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 3) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 4) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 5) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 6) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 7) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.
- 8) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.
- 9) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections,

commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and

VII.D.3bursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or **Page 2** connection with any of the following:

- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
- (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
- (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.

- 10) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: Waived

Name: Margaret M. Doud

Mailing Address: P.O. Box 455, Mackinac Island, MI 49757

Signature of Permittee: Margaret M. Doud, Mayor

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.

USE PERMIT APPLICATION and PERMIT

NAME: CITY OF MACKINAC ISLAND, DEPARTMENT OF PUBLIC WORKS

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370,
Mackinac Island, MI 49757-0370Term of the Permit: Two Years Permit Fee: \$150.00 New or Renewal

Legal Description of Land: Solid Waste Handling Facility (SWHF)

Reason why Permit is needed:

Proposed use of land: For and in consideration of the covenants set forth below, the Mackinac Island State Park Commission (hereafter "Commission"), a public body corporate, hereby authorizes the City of Mackinac Island (hereafter "City"), a municipal corporation, to use certain real property located within the Mackinac Island State Park designated "CITY LANDFILL" on the attached Exhibit A for the purpose of operating a city landfill and composting and recycling facility, and for no other purpose, subject to the special conditions that follow

Special Conditions:

- 1) The City shall not operate the composting and recycling facility without a current license issued by the Department of Environmental Quality (DEQ), and shall provide a copy of the valid current license with this application.
- 2) The City shall fully and strictly comply with the DNR Consent Order of December 12, 1990 and the Amendment to the Consent Order dated April 17, 1991.
- 3) This Use Permit shall expire on **June 1, 2023**, but may be renewed by the Mackinac Island State Park Commission following consultation with the DEQ.
- 4) Upon issuance of this Use Permit, the City agrees to pay the State of Michigan, c/o Mackinac Island State Park Commission, P.O. Box 370, Mackinac Island, Michigan 49757, One Hundred Fifty and no/100ths dollars (\$150.00) **if received not later than May 1, 2021. A renewal application received between May 1 and May 31 should be accompanied with a check in the amount of \$170.00. An application received after the expiration date on June 1 requires a \$190.00 fee for reconsideration.**
- 5) All new structures or exterior modifications to any structure are subject to Mackinac Island State Park Commission architectural review process and approval.
- 6) The Commission shall pay the City the regular established fee for waste disposal at the landfill the same as any other use.
- 7) Mackinac Horsemen's Association is approved to use Landfill Areas D and E for horse turnouts.

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on June 1, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee

shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.

- 9) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.
- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.
- 11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed

\$150.00

pd
4/27/21

Name: Allen Burt

Mailing Address: PO Box 515 Mackinac Island

Signature of Permittee: *Allen Burt*

MISPC Approval: _____ Date: _____
Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.

USE PERMIT APPLICATION and PERMIT

NAME: **DAVID AND BRENDA KENSLER**

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370, Mackinac Island, MI 49757-0370

Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal

Legal Description of Land: Parcel D. A part of Mackinac Island State Park lying adjacent to and contiguous with Lot 93, Assessor's Plat No. 3, Mackinac Island, Mackinac County, Michigan, more particularly described as: Commencing at the cut stone monument that marks a corner of Mackinac Island State Park and the West corner of Lot 90, Assessor's Plat No. 3; thence along the boundary of said park and the North line of Lot 90, Lot 91 and Lot 92, South 87 degrees 15 minutes East a distance of 200.07 feet to the Northwest corner of Lot 93; and the Point of Beginning of this description; thence along the line between Lot 92 and Lot 93 extended Northerly, North 12 degrees 49 minutes 24 seconds East a distance of 40 feet to the Southerly edge of the bituminous surface of Spring Street; thence along said street edge South 81 degrees 25 minutes 18 seconds East a distance of 67 feet to the line West line extended of that part of Lot 93 depicted and described in a 1985 survey by James E. Young recorded at Liber 319, Page 397, Mackinac County Records; thence along said extended line South 11 degrees 54 minutes 22 seconds West a distance of 33 feet to the Northwest corner of said survey; thence along the North line of Lot 93 North 87 degrees 15 minutes West a distance of 68.40 feet to the Point of Beginning.

Reason why Permit is needed: To access home across state land from roadway

Proposed use of land: Maintenance of U-shaped driveway, and no other purpose

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on June 30, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent

VII.D. (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.

- 9) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.
- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.
- 11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: \$100.00

PO 5/31/21 CH 8453

Name: DAVID & BRENDA KENZLER

~~Mailing Address:~~ 1910 VIRGINIA AVE UNIT 203
Fort Myers, FL 33901

Signature of Permittee: [Signature]

MISPC Approval: Steven C. Brisson, Director Date: _____

Signature by MISPC director constitutes approval of application.

note new mailing ADDRESS ~~***~~

NAME: **MISSION POINT RESORT**

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 873, Mackinaw City, MI 49701

Term of the Permit: Two Years Permit Fee: \$150.00 New or Renewal

Legal Description of Land: Minor trespasses along the southwest military boundary of Mackinac Island State Park as surveyed by Doyle Civil Engineers, report of October 25, 1968

Reason why Permit is needed: Minor trespass on Mackinac Island State Park land

Proposed use of land: Hotel complex

Special Conditions: Use Permit to be approved by Mackinac Island State Park Commission on condition that no change of use or equipment is permitted without prior approval of the Director of Mackinac Island State Park Commission.

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on April 30, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.
- 9) Improvements maintained by the permittee on said premises and not removed within 30 days after

cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.

- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.

- 11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: \$150.00

pd
3/8/21

Name: Mark Ware, CEO-Mission Point Resort

Mailing Address: 6633 Main Street, Mackinac Island, MI 49757

Signature of Permittee: Mark Ware 2/22/21

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.

USE PERMIT APPLICATION and PERMIT

NAME: **DEBRA A. AND SANDRA L. ORR**

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370, Mackinac Island, MI 49757-0370

Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal

Legal Description of Land: Golf Course Lots A & B described as follows: commencing at a point north 292 feet from the government stone; thence north 52 degrees, west 45 feet; thence at right angles 35 feet; thence south 38 degrees, east 45 feet; thence at right angles 30 feet to the place of beginning

Reason why Permit is needed: To provide back yard space

Proposed use of land: Open space for back yard and no other purpose

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on June 30, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.

9) Improvements maintained by the permittee on said premises and not removed within 30 days after VII.D.7 cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in Page 2 of 2 the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.

- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.

- 11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed:

\$100.00

pd
5/3/21

Name: Debra A & Samuel L. Orr

Mailing Address: P.O. Box 1188, Mackinac Isl. MI 49757

Signature of Permittee: [Handwritten Signature]

MISPC Approval: _____ Date: 4/27/21
Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.

USE PERMIT APPLICATION and PERMIT

NAME: **STEVE RADECKI**Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370,
Mackinac Island, MI 49757-0370Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal

Legal Description of Land: Parcel C. A part of Mackinac Island State Park lying adjacent to and contiguous with lot 92, Assessor's Plat No.3, Mackinac Island, Mackinac County, Michigan, more particularly described as: Commencing at the cut stone monument that marks a corner of Mackinac Island State Park and the west corner of Lot 90, Assessor's Plat No. 3; thence along the boundary of said park and the north line of Lot 90 and Lot 91, South 87 degrees 15 minutes East a distance of 160.06 feet to the northwest corner of Lot 92 and the Point of Beginning of this description; thence along the line between Lot 91 and Lot 92 extended northerly, North 11 degrees 16 minutes 34 seconds East a distance of 41 feet to the southerly edge of the bituminous surface of Spring Street; thence along said street edge South 85 degrees 37 minutes 18 seconds East a distance of 40.94 feet to the line between Lot 92 and Lot 93 extended northeasterly; thence along said extended line South 12 degrees 49 minutes 24 seconds West a distance of 40 feet to the northeast corner of Lot 92; thence along the north line of Lot 92 North 87 degrees 15 minutes West a distance of 40.01 feet to the Point of Beginning

Reason why Permit is needed: To access home across state land from roadway

Proposed use of land: Access to home and no other purpose

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on May 31, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this

permit and the permit may be terminated.

VII.D.8

9) **Page 12** Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or of 2 expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.

10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
- (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
- (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.

11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.

12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed:

\$100.00

pd 4/15/21 ke

Name: Steve Radecki

Mailing Address: 890 Bron Del Petoskey MI 49770

Signature of Permittee: *Steve Radecki*

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.

MACKINAC ISLAND STATE PARK COMMISSION (MISPC)

VII.D.9
Page 1
of 2

USE PERMIT APPLICATION and PERMIT

NAME: **CRAIG AND PAULA STARKWEATHER**

Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370,
Mackinac Island, MI 49757-0370

Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal

Legal Description of Land: Parcel B. A part of Mackinac Island State Park lying adjacent to and contiguous with lot 91, Assessor's Plat No.3, Mackinac Island, Mackinac County, Michigan, more particularly described as:
Commencing at the cut stone monument that marks a corner of Mackinac Island State Park and the west corner of Lot 90, Assessor's Plat No. 3; thence along the boundary of said park and the north line of Lot 90, South 87 degrees 15 minutes East a distance of 130.05 feet to the northwest corner of Lot 91 and the Point of Beginning of this description; thence along the line between Lot 90 and Lot 91 extended northerly, North 9 degrees 32 minutes 27 seconds East a distance of 39 feet to the southerly edge of the bituminous surface of Spring Street; thence along said street edge North 89 degrees 26 minutes 24 seconds East a distance of 30.53 feet to the line between Lot 91 and Lot 92 extended northeasterly; thence along said extended line South 11 degrees 16 minutes 34 seconds West a distance of 41 feet to the northeast corner of Lot 91; thence along the north line of Lot 91 North 87 degrees 15 minutes West a distance of 30.01 feet to the Point of Beginning

Reason why Permit is needed: Encroachment of structure on state land

Proposed use of land: Existing encroachment

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on May 31, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this

CRAIG & Paula Starkweather

permit and the permit may be terminated.

VII.D.9

9) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.

10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
- (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
- (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.

11) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.

12) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: \$100.00

pd 3/23/21 ✓ 5526

Name: CRAIG & Paula STARKWEATHER

Mailing Address: PO 1308 Mackinac Is, MI, 49757

Signature of Permittee: Paula L Starkweather

MISPC Approval: Steven C. Brisson, Director

Date: 3/15/21

Signature by MISPC director constitutes approval of application.

USE PERMIT APPLICATION and PERMIT

NAME: **VILLAGE OF MACKINAW CITY**Return completed application and fee to: Mackinac Island State Park Commission, P.O. Box 370,
Mackinac Island, MI 49757-0370Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal Legal Description of Land: 5' X 250' section of the south end of Lots 16, 17, 18, 19 and 20, Block 2, at
Michilimackinac State Park

Reason why Permit is needed: To utilize this property for sidewalk for public use

Proposed use of land: Recreation

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on May 31, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.
- 9) Improvements maintained by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit shall become attached and remain a part of the premises, or, in the alternative, MISPC may request that the improvements be removed and, if not removed within 30 days of the request, MISPC may remove all or part of the improvements. Permittee hereby agrees to

reimburse MISPC for the cost incurred at an amount equal to one hundred and twenty-five percent (125%) of any removal.

- 10) Bricks sold as part of a fund raiser and engraved with the donor's name may not be installed on this property.
- 11) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
 - (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Permittee, the indemnification obligation under this Permit shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Permittee or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Permit with respect to any claims based on facts or conditions which occurred prior to termination. The provisions of this section shall survive the expiration or termination of this Permit.
- 12) Permittee and occupants are responsible for the payment of all utility bills including water, electricity and gas, etc.
- 13) Permittee agrees to comply with all requirements herein, and if for any reason permittee violates or neglects to fulfill such requirements, this permit shall terminate and permittee shall forfeit all rights and payments made hereunder. Should permittee remain in possession of said premise after cancellation or expiration of this permit, said permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: \$100.00

Name: Patrick C. Wyman

Mailing Address: PO Box 580, Mackinaw City, MI 49701-0580

Signature of Permittee: 

MISPC Approval: Steven C. Brisson, Director Date: _____

Signature by MISPC director constitutes approval of application.

MACKINAC ISLAND STATE PARK COMMISSION (MISPC) RECEIVED

USE PERMIT APPLICATION and PERMIT

MAY 20 2021

NAME: Kathryn A. Ledtke

FORT MACKINAC

Return completed application and fee to:

Mackinac Island State Park Commission, P.O. Box 370,
Mackinac Island, MI 49757-0370Term of the Permit: Two Years Permit Fee: \$100.00 New or Renewal

Legal Description of Land: Parcel F. A part of Mackinac Island State Park lying adjacent to and contiguous with Lot 93, Assessor's Plat No.3, Mackinac Island, Mackinac County, Michigan, more particularly described as: Commencing at the cut stone monument that marks a corner of Mackinac Island State Park and the northeast corner of Lot 93, Assessor's Plat No. 3; thence along the boundary of said park and the north line of Lot 93, North 87 degrees 15 minutes West a distance of 87.68 feet to the northeast corner of that part of Lot 93 depicted and described in a 1985 survey by James E. Young recorded at Liber 319, Page 397, Mackinac County Records; thence along the east line of said survey extended northerly North 16 degrees 19 minutes 47 seconds East a distance of 22.5 feet to the southerly edge of the bituminous surface of Spring Street; thence along said street edge South 72 degrees 23 minutes East a distance of 85.24 feet to the Point of Beginning.

Reason why Permit is needed: To access home across state land from roadway

Proposed use of land: Access to home and no other purpose

Special Conditions: None

PERMIT WILL BE SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1) Unless sooner terminated, this permit shall expire on May 31, 2023.
- 2) Payment in the amount specified above shall be included with this application.
- 3) Requests for permit renewals should be made thirty days prior to the expiration date of this permit. Failure to comply with the stipulations in this permit may result in revocation of the permit and/or denial of a request for renewal of the permit.
- 4) The rights accruing under this permit shall not be assigned or transferred without the written consent of MISPC.
- 5) MISPC reserves the right to grant rights-of-way and easements of any kind and nature over and across said premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 6) MISPC reserves the right to dispose of any portion of the premises herein described during the term of this permit. If possible, proper notice of sale or disposition will be given permittee. However, failure to notify permittee will not affect this right.
- 7) Permittee shall not change, alter, modify or increase the use of the permit premises in any way beyond the use specified above without the express written approval of MISPC.
- 8) Permittee shall maintain the area under permit in good repair, and in a clean, orderly and attractive appearance. Permittee shall not commit, cause or allow to be committed any waste of, or injury to, said premises or any part thereof. If the area under permit is not kept in good repair and orderly condition, or if the external appearance of the area or structures or the use of the area under permit is changed without permission of MISPC, that upon notice of that fact, the Permittee shall immediately take whatever action is required to repair, restore or maintain the area and any structures on it. In the event that this is not done, MISPC may contract with parties willing to do the necessary work or perform the work themselves. An amount equal to one hundred and twenty-five percent (125%) of the costs incurred by MISPC will become a charge upon the Permittee and shall be payable within 30 days. In addition, if the full amount is not paid within 60 days, it may be considered a breach of the terms of this permit and the permit may be terminated.

VII.D.11

Page 2 amount equal to one hundred and twenty-five percent (125%) of any removal.

of 2

- 10) Permittee shall indemnify and hold harmless the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
- (a) any claim, demand, action, citation or legal proceedings arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Permittee;
 - (b) any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Permittee is required to insure against as provided for in this Permit; and
 - (c) any claim, demand, action, citation or legal proceeding arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Permittee, anyone directly or indirectly employed by Permittee, or by anyone for whose acts Permittee may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees or agents.

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I HAVE READ THE CONDITIONS GOVERNING THIS PERMIT AND AGREE TO ABIDE BY THEM IN THE CONDUCT OF MY OPERATIONS UNDER THIS PERMIT.

PLEASE PRINT

Permit Fee Enclosed: \$100.00

*file
5/20/01
CH# 8755*

Name: Kathryn A. Ledtke

Mailing Address: 4590 Lakeshore, Fort Covatid, MI 48059

Signature of Permittee: Kathryn A. Ledtke

MISPC Approval: _____ Date: _____

Steven C. Brisson, Director

Signature by MISPC director constitutes approval of application.