

LIBER 159 PAGE 415  
MARQUETTE COUNTY  
MICHIGAN  
RECORDED FOR DEEDS

1998 OCT 28 PM 12:57

*Robert L. Mankoff*  
REGISTER OF DEEDS

AS-109

STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

AGREEMENT TO USE AND OCCUPY UNPATENTED GREAT LAKES  
BOTTOMLANDS UNDER PART 325, ACT 451, P.A. 1994, AS AMENDED,  
FOR PUBLIC PURPOSES

WHEREAS, the Department of Environmental Quality has determined that the grantee may occupy and use the water area and the unpatented bottomlands hereinafter described without substantially affecting the public trust, and that the public trust in the adjacent waters will not be impaired; and

WHEREAS, the use purposed is of an overall beneficial nature and is a water dependent use.

WITNESS:

The agreement, made this 11<sup>th</sup> day of October, 199~~8~~<sup>9</sup> by and between the State of Michigan by the Department of Environmental Quality, P.O. Box 30458, Lansing Michigan 48909, party of the first part, and the City of Marquette, 300 West Baraga, Marquette, Michigan 49855, party of the second part, pursuant to an application under Part 325, Act 451, Public Acts of 1994, as amended, and approved by the party of the first part on November 2, 1998, and by the State Administrative Board on November 17, 1998.

In consideration of the terms, conditions and agreements contained herein, the party of the first part agrees to allow the party of the second part to occupy and use the following described unpatented Great Lakes bottomlands, County of Marquette.

A parcel of filled and unfilled unpatented Lake Superior bottomland opposite, contiguous and adjacent to Government lots 2, 3 and 4, Section 23, Township 48 North, Range 25 West, described as: commencing at the intersection of the centerlines of Lake Street and Washington Street as laid out in the City of Marquette; thence S 77° 58' 47" E along the extension of the centerline of said Washington Street 97.00 feet to its intersection with the U.S. Government survey meander line; continuing S 77° 58' 47" E 103.00 feet; thence S 11° 30' 00" W 209.00 feet along the existing shoreline; thence S 77° 45' 00" E 39.90 feet along the existing shoreline; thence S 11° 30' 00" W 93.00 feet along the existing shoreline; thence S 16° 00' 00" W 100.22 feet along the existing shoreline; thence S 16° 00' 00" W 56.78 feet along the existing shoreline; thence N 76° 00' 00" W 23.00 feet along the existing shoreline; thence S 17° 00' 00" W 73.00 feet along the existing shoreline to the Point of Beginning; thence continuing S 17° 00' 00" W 126.71 feet along the existing shoreline; thence S 60° 34' 00" E 1101.72 feet; thence N 29° 26' 00" E 171.46 feet; thence N 60° 34' 00" W 895.10 feet; thence N 72° 05' 53" W 238.72 feet to the Point of Beginning, containing 4.277 acres, more or less.

The occupancy and use of said bottomlands shall be subject to the following conditions:

1. The occupancy shall be governed by the terms of Part 325, Act 451, P.A., 1994, as amended, and the rules and regulations promulgated thereunder.
2. All maintenance, improvements, and/or alterations shall be made in such a manner as to not interfere with the public rights of navigation and the public trust in the adjacent waters and shall be approved by the State before commencement.
3. Upon the termination of this agreement, the party of the second part will vacate said land and will, at their cost and expense, remove any and all equipment, facilities and installations made hereunder, as required by the Department.
4. This agreement shall not be assignable unless approved in writing by the party of the first part.
5. The attached drawing delineates the structures which are authorized to occupy the subject state-owned bottomlands.
6. The party of the second part and all successors covenants and agrees to save and hold the State harmless from any damages to persons or property and damages of every kind and description from any cause arising out of this agreement of the use of the premises and any structures, piling, facilities and appurtenances thereon during the term of this agreement.
- ⑦ The above described premises contain an old ore dock used to transfer iron ore from railroad cars to lake freighters. The Grantee does not intend and is not permitted to use the premises for unloading bulk commodities unto floating vessels. The Grantee will restore and maintain the premises to a condition that is considered safe by both the Grantee and Grantor. The Grantee will maintain the dock in a manner so that it may serve as a break water and a wind break, protecting adjacent structures from storms. [The Grantee may use the premises in a manner that is consistent with public park purposes. Such permitted uses include, but are not limited to, walkways and promenades, public fishing access sites, exhibitions and historical interpretations, etc. Uses that will not be permitted include, but are not limited to, construction of any permanent or seasonal buildings and permanent uses that exclude the general public. Grantee will obtain a Marina Lease from the State of Michigan prior to construction of or operation of any boat docking facility except for lay along docking.]
8. Removal of any and all wood and steel superstructure is specifically allowed.
9. The Grantee will become a full member of a formal group of individuals and organizations, including the City of Marquette, The Marquette Dock Association, Marquette Fish Producers, Inc., Thills Fishery, McDonald, Marin & Kipper, LLP and The Marquette Yacht Club, whose purpose includes the ownership, construction, and maintenance of a parking facility on the following premises:

Part of Government Lots 2 and 3, Section 23, Township 48 North, Range 25 West, in the City of Marquette, County of Marquette and State of Michigan, and part of unpatented Lake Superior bottomland opposite, adjacent and contiguous to said Government Lots 2 and 3 as described in a deed recorded in Liber 297, Pages 128-129, described as: Commencing at the intersection of the centerlines of Front Street and Washington Street in the Thirty-Six Acre

Plat in the City of Marquette; thence South 77°58'47" East, 356.92 feet (recorded as South 78° East) to the intersection of the centerlines of Lakeshore Boulevard (also known as Lake Street) and Washington Street in said City of Marquette; thence continuing South 77°58'47" East, 25.80 feet (recorded as South 78° East) along the extension of the centerline of said Washington Street, to the Easterly right-of-way line of said Lakeshore Boulevard; thence South 26°19'20" West, 324.26 feet along the said Easterly right-of-way line of Lakeshore Boulevard; to the Point of Beginning; thence continuing South 26°19'20" West, 3.20 feet along the said Easterly right-of-way line of Lakeshore Boulevard; thence South 16°23'11" West, 316.96 feet along the said Easterly right-of-way line of Lakeshore Boulevard; thence South 73°00'00" East, 271.67 feet; thence North 17°00'00" East, 126.71 feet along the shoreline of Lake Superior as described in Liber 297, Pages 128-129 of Deeds; thence North 73°00'00" West, 128.02 feet; thence North 16°23'11" East, 205.97 feet; thence South 77°58'37" West, 144.87 feet to the Point of Beginning.

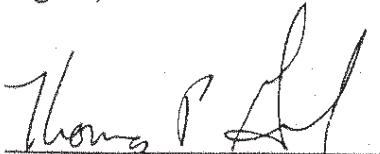
Said parking facility described above will meet the size and operation criteria of the City of Marquette for parking facilities.

10. This agreement shall become effective on the date of signing by the parties and shall have a term of 25 years. One renewal period of 25 years is available upon a written request from the Grantee and after a determination by the Grantor that the Grantee complied with the terms and conditions of the AGREEMENT during the original 25 year term. Grantee and Grantor both agree that the terms of this AGREEMENT may be renegotiated at any time both parties so desire.

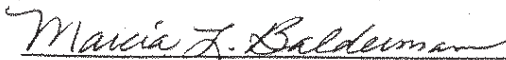
It is expressly agreed between the Grantee and the Grantor that this agreement shall be subject to the rules and regulations duly promulgated by the Department of Environmental Quality now and hereafter in force relative to such agreements, all of which rules and regulations are made a part of condition of this agreement, provided, however, that no rules and regulations made after the approval of this agreement shall operate to affect the term of the agreement, bond requirements, rental, or area of the subject premises unless agreed by both parties.

IN WITNESS WHEREOF, the Department of Environmental Quality, by the Division Chief, Land and Water Management Division, has hereunto subscribed its name and affixed the seal of said Department of Environmental Quality the day and year first herein above written.


Signed, Sealed and Delivered in Presence



Thomas P. Graf Witness

  
MARCIA L. BALDWIN Witness

DEPARTMENT OF ENVIRONMENTAL  
QUALITY FOR THE STATE OF MICHIGAN

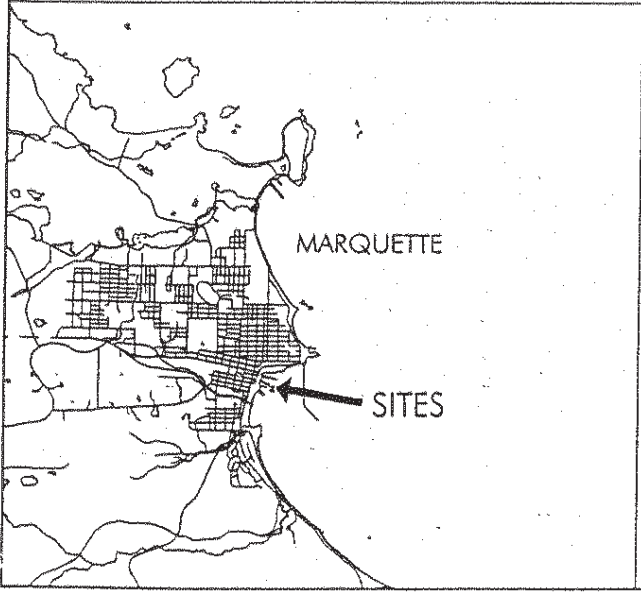
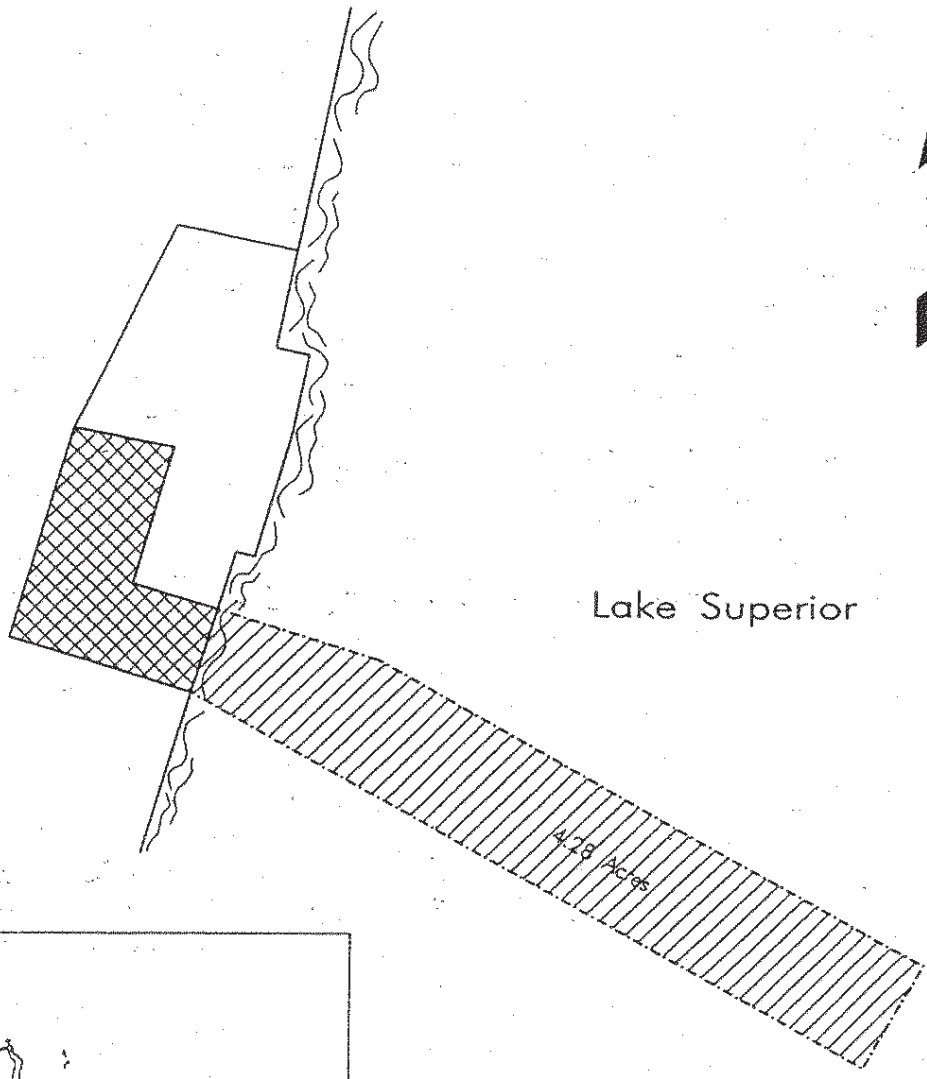
By   
RICHARD A. POWERS, Division Chief  
Land and Water Management Division

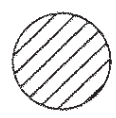
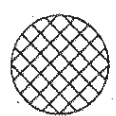




PUBLIC USE AGREEMENT OF 4.28 ACRES OF LAKE SUPERIOR  
PUBLIC TRUST BOTTOMLANDS IN LOWER MARQUETTE  
HARBOR, CITY OF MARQUETTE, MARQUETTE COUNTY

TO: CITY OF MARQUETTE, MARQUETTE, MICHIGAN



-  USE AGREEMENT
-  RIPARIAN UPLAND