

**FRUITLAND TOWNSHIP
PARKS AND RECREATION
WORK SESSION
September 22, 2010**

PRESENT: Chairman Jim Duncan, Commissioners Laura Shields, Jeff Marcinkowski, Roger Missimer and Steve Urban

ALSO PRESENT: Supervisor St. Amour and thirteen (13) interested parties.

CTO: 6:05 p.m.

PUBLIC COMMENT: None

NEW BUSINESS:

1. Easement Agreements for Marcus Dunes and Winterwood Shores.

Commissioner Shields read the Amended Easement Agreement draft dated 9-7-10.

The following revisions were made:

Marcus Dunes Easement Agreement

2. Easement Rights. (A.) The right to construct, install and maintain a seasonal dock in accordance with this agreement. Such docks shall not extend from the upland portion of the Easement Area into Duck Lake more than 50 feet *or 36" of navigable water at the end of dock.* They shall not have a width in excess of 4 feet, and shall not have any "T" or "L" extensions. Each Marcus Dunes Party shall be entitled to the use of one dock and with at least one other Marcus Dunes Party. Each Marcus Dunes Party may have ~~one boat~~ *two watercraft* and one boat lift. In no event shall more than six docks be maintained at one time.
3. Easement Restrictions. (B.) The Marcus Dunes Parties shall not transfer, assign, lease or license, ~~either temporarily or~~ permanently, any of the rights granted to them by this agreement, even to another Marcus Dunes Party.

Easement Restrictions. (C.) All docks shall be removed at the end of each boating season (April 1 to November 30), and stored off-site (not in the Easement Area). However, notwithstanding this requirement, an existing year-round dock is currently located on the Easement Area. This dock may ~~be~~ remain on-site year round, provided that this right shall expire five (5) years after the effective date of this Amended Easement, or when such dock is replaced, whichever occurs first.

Easement Restrictions. (E.) The Marcus Dunes Parties shall create a condominium association (“Association”) if one does not currently exist for the purpose of monitoring the use of the Easement Area by the Marcus Dunes Parties and their guests and invitees. Each of the Marcus Dunes Parties shall be a member of the Association. The Association shall agree in writing to be a party of this agreement and shall also be responsible in the event that any Marcus Dunes Parties is in violation of the terms of the Easement Agreement. The Association shall notify Fruitland Township of the current name and address of the President of the Association and Fruitland shall send copies of any communications regarding this agreement to both the applicable Marcus Dunes Party and the Association.

Attorney Eklund was asked to revise this language so the Association is not responsible in the event that any Marcus Dunes Party is in violation of the terms of the Easement Agreement. The Association does not want to be responsible for monitoring this.

5. Insurance Coverage. Each of the Marcus Dunes Parties shall obtain and keep in force a standard homeowner’s liability insurance policy with an insurance company licensed in the State of Michigan with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 per person. Fruitland shall be named as an additional insured party on said policy, shall be entitled to notice of cancellation of such policy at least ~~40~~ 30 days prior to cancellation, and a Marcus Dunes Party that fails to provide written proof of such coverage to Fruitland shall not be entitled to exercise any of the rights otherwise granted to them by this agreement.

Attorney Eklund was asked to revise this language including a time when the proof needed to be provided to Fruitland each year. Suggestion was maybe at tax time?

Winterwood Shores Easement Agreement

2. Easement Rights. (A.) The right to construct, install and maintain a seasonal dock in accordance with this agreement. Such docks shall not extend from the upland portion of the Easement Area into Duck Lake more than 50 feet **or 36” of navigable water at the end of dock.** They shall not have a width in excess of 4 feet, and shall not have any “T” or “L” extensions. Each Winterwood Party shall be entitled to the use of one dock and with at least one other Marcus Dunes Party. Each Marcus Dunes Party may have ~~one boat~~ **two watercraft** and one boat lift. In no event shall more than three docks be maintained at one time.
3. Easement Restrictions. (B.) The Winterwood Parties shall not transfer, assign, lease or license, ~~either temporarily or~~ permanently, any of the rights granted to them by this agreement, even to another Winterwood Party.

Easement Restrictions. (E.) The Winterwood Parties shall create a condominium association (“Association”) if one does not currently exist for the purpose of monitoring the use of the Easement Area by the Winterwood Parties and their guests and invitees. Each of the Winterwood Parties shall be a member of the Association. The Association

shall agree in writing to be a party of this agreement and shall also be responsible in the event that any Marcus Dunes Parties is in violation of the terms of the Easement Agreement. The Association shall notify Fruitland Township of the current name and address of the President of the Association and Fruitland shall send copies of any communications regarding this agreement to both the applicable Winterwood Party and the Association.

Attorney Eklund was asked to revise this language so the Association is not responsible in the event that any Winterwood Party is in violation of the terms of the Easement Agreement. The Association does not want to be responsible for monitoring this.

5. Insurance Coverage. Each of the Winterwood Parties shall obtain and keep in force a standard homeowner's liability insurance policy with an insurance company licensed in the State of Michigan with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 per person. Fruitland shall be named as an additional insured party on said policy, shall be entitled to notice of cancellation of such policy at least ~~40~~ 30 days prior to cancellation, and a Winterwood Party that fails to provide written proof of such coverage to Fruitland shall not be entitled to exercise any of the rights otherwise granted to them by this agreement.

Attorney Eklund was asked to revise this language including a time when the proof needed to be provided to Fruitland each year. Suggestion was maybe at tax time?

Revised document will be voted on at the October Regular meeting and sent to the Township Board for their review and approval.

Consensus is even though all Commissioners do not agree totally with everything in this document that it is doable as revised tonight.

ADJOURNMENT:

Motion by Jeff Marcinkowski, second from Laura Shields, **ADOPTED** to adjourn the September 22, 2010 work session of the Fruitland Township Parks and Recreation Commission at 6:55 p.m.

5 AYES

Respectfully submitted,

Sally Dion, Secretary