Please be advised that the Barry County Board of Commissioners has scheduled a Committee of the Whole meeting on October 20, 2020 at 9:00 a.m. for the purpose of:

AGENDA for
Barry County Board of Commissioners - Committee of the Whole
October 20, 2020; 9:00 a.m.;
Leason Sharpe Hall, Barry Community Enrichment Center,
231 S. Broadway, Hastings, MI 49058
For more information go to: www.barrycounty.org

9:00 Pledge of Allegiance

Public Comment

Solid Waste Oversight Committee Interview:

9:05 William J. Sweeney (Solid Waste Industry position – 3-yr term, 11/1/20 – 10/31/23)

9:15 Tim Neeb – Award of Carpet Replacement Bid

9:20 Jim Mc Manus -
1) P.A. 116 Request – Donald Johnson
2) P.A. 116 Request – G&H Leep

9:30 Susanne Huebner -
1) Amended Monumentation Surveyor Agreements
2) Remonumentation Budget Amendment

9:40 Public Comment

Closed Session: I move to go into closed session in accordance with Public Act 267 of1976, Subsection 15.268, Sec. 8 (d) to consider the purchase of real property.

Adjournment

Unless otherwise posted in accordance with the Open Meetings Act, Board of Commissioners meetings are held at the Barry County Courthouse, Commissioners Chambers, 220 W. State St., Hastings, MI 49058. Questions regarding the meeting may be addressed to Michael Brown, Barry County Administrator, Barry County Courthouse, 220 W. State St., Hastings, MI 49058; (269) 945-1284.

Meetings of the Barry County Board of Commissioners are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity or disability. Barry County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities at the meeting/hearing upon four (4) business days notice to the County. Individuals with disabilities requiring auxiliary aids or services should contact the County by writing or calling: Michael Brown, County Administrator, Barry County, 220 W. State St., Hastings, MI 49058; 269-945-1284.

Only members of the Barry County Board of Commissioners shall be given the floor to speak during any Board meeting, except 1) Anyone who desires to speak under Limited Public Comment; 2) County officials and/or personnel may speak with the consent of the Chairperson; 3) Any person, with the consent of the Chairperson and/or a majority of the Board; 4) Public comment shall be limited to no more than three minutes per individual and at the times designated as stated above, except where extended privileges are granted by the Chairperson.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: October 20, 2020, Committee of the Whole

DEPARTMENT: Commissioners

PREPARED BY: Luella Dennison, Deputy County Administrator

SUBJECT: Interview and Appointment of Solid Waste Industry representative to serve on the Solid Waste Oversight Committee

SPECIFIC ACTION(S) REQUESTED: (*After interview, if desired*) To recommend to the Board of Commissioners approval to appoint William J. Sweeney to serve on the Barry County Solid Waste Oversight Committee in the position representing the Solid Waste Industry for a three-year term that begins on 11/1/20 and expires on 10/31/23.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. Use)

DESCRIPTION OF ACTION: There are six positions on the Solid Waste Oversight Committee, with designated areas of representation including a position representing the Solid Waste Industry. The current member, Brent Cowan, did not apply to serve another term. Mr. Sweeney is the only applicant.

TIME FRAME OF ACTION: Term runs from 11/1/20 until 10/31/23.

FUNDING REQUIRED: YES_____ NO _____x_____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)_____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED: None.

NEW OR RENEWAL: Terms renew every 3 years.

ANY OTHER PERTINENT INFORMATION: Please see attached a copy of the SWOC member roster and the application from William J. Sweeney.

CONTACT PERSON WITH PHONE NUMBER: Michael Brown, County Administrator, 616-945-1284.

SOLID WASTE OVERSIGHT COMMITTEE

(Three Year Terms)

NAME	REPRESENTING	TERM BEGINS	TERM ENDS
Jodi Trantham	Health Assoc./Env. Prof.	11-1-17	10-31-20
Matt Rosser (apptd 2/11/20)	Recycling Industry	11-1-18	10-31-21
Jim Brown	General Public Appted 3/12/19	11/1/17	10-31-20
Jerry Czarnecki	City of Hastings	11-1-18	10-31-21
Stuart Brent Cowan	Solid Waste Industry	11/1/17	10-31-20
Jay VanStee (appt 1/14/20)	Barry/Eaton Health Dept.	11-1-17	10-31-20
Duane Weeks	Village Representative	11-1-17	10-31-20
Sarah Nelson	General Public	11-1-17	10-31-20
Tom Rook	Townships	11-1-17	10-31-20
Annual appointments:			
Ben Geiger	Planning Commission/BOC	1-1-20	12-31-20
Frank Fiala	Road Commission	1-1-20	12-31-20
Heather Wing	BOC	1/1/20	12/31/20

^^

Contact Information

Jodi Trantham	7485 Herman Dr., Delton, MI 49046	269-798-4104
Galen Kilmer	170 W. Broadway, Woodland, MI 48897	269 367-4031
Jeff Mansfield	201 E. State St., Hastings, MI 49058	945-2468w, 948-9320h
Jim Brown	810 Indian Hills Dr, Hastings, MI 49058	269-580-0021;948-2790
Duane Weeks	7106 Irving Rd, Middleville, MI 49333	weeksduane@gmiail.com; 616-299-3153 eve
Sarah Nelson	1611 S. M37 Hwy., Hastings, MI 49058	948-8056
Tom Rook	12660 Saddler Rd., Plainwell, MI 49080	616-299-6019
Frank Fiala	11843 Lakeridge Dr., Wayland, MI 49348	795-9367
Ben Geiger	P.O. Box 95, Woodland, MI 48897	269-838-8679
Stuart Brent Cowan	1922 W M43 Hwy, Hastings MI 49058	616-836-6824
Jay VanStee	BEDHD, 330 W Woodlawn, Hastings MI 49058	269.945-9516
Eric Shafer per host agreement	11103 Waterway Dr, Allendale MI 49401	616.836.9065, represents Waste Management

(rev 1/14/19; 3/12/19; 7/16/19; 1/8/2020; 1/14/2020; 2/11/20; 7/28/20)

Application Form

Profile

William
First Name

J
Middle Initial

Sweeney
Last Name

billsweeney141@gmail.com
Email Address

5275 W. STATE RD.
Home Address

5275 W. STATE RD.
Suite or Apt

MIDDLEVILLE
City

MI
State

49333
Postal Code

What City/Township do you live in? *

☑ Irving Township

Home: (269) 838-8342
Primary Phone

Business: (269) 945-3134
Alternate Phone

LES'S SANITARY SERVICE
Employer

PRESIDENT & TRUCK DRIVER
Occupation

Which Boards would you like to apply for?

Solid Waste Oversight: Submitted

Can you attend meetings between 8:00 a.m. - 5:00 p.m.?

YES

Can you attend evening meetings?

YES

Interests & Experiences

Please indicate experience and/or qualifications that would help make you an effective member of each board/committee/authority for which you have applied:

42 YEARS OF WORKING IN THE SOLID WASTE INDUSTRY

Please list any unique or valuable perspectives and/or resources you could bring to the board/committee/authority:

BY HAVING AN ACTIVE PART IN THE SOLID WASTE AND RECYCLING INDUSTRY, I HAVE A FIRST HAND PERSPECTIVE OF WHAT IS HAPPENING AT A MANAGEMENT LEVEL AS WELL AS WHAT IS HAPPENING AT THE STREET LEVEL.

Please tell us about yourself and why you want to serve

I HAVE WORKED IN THE FAMILY BUSINESS SINCE 1977 AND I WOULD LIKE TO BE A PART OF AND WORK WITH THE SOLID WASTE OVERSIGHT.

Have you ever been convicted of a felony?

○ Yes ◉ No

Demographics

Disclaimer

Please Agree with the Following Statement

I agree that I have been advised that this is a public document.

☑ I Agree

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: October 20,2020, COW

DEPARTMENT: Buildings and Grounds

PREPARED BY: Tim Neeb, Building & Grounds Director

SUBJECT:

SPECIFIC ACTION(S) REQUESTED: To Recommend the Board of Commissioners approval to award the Carpet Replacement Bid to Lansing Tile and Mosaic, Inc. at a price of $24,715 which includes an additional amount to carpet the entire Mezzanine.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION: $25,000 was approved for this project in the 2019 Capital Budget. The original bid included both stairways from the 1st to 2nd floor, the second floor public hallway and conference rooms, and the 3rd floor public hallway. The low-bid vendor's price was well below the approved amount so I asked them for additional pricing on the Mezzanine carpet.

This bid was advertised in the Hastings Banner, the Reminder, and on our web page. We had 3 companies walk thru the building to obtain accurate measurements. We have worked with Lansing Tile and Mosaic in the past and they have done acceptable work. The bid specified all labor to remove and install the carpet in these areas – including lifting and moving furniture.

TIME FRAME OF ACTION:

FUNDING REQUIRED: YES X NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: Building Rehabilitation
3. AMOUNT REQUESTED: $24,715
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) None
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: None

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: ANY OTHER PERTINENT INFORMATION: Original bid pricing:

Lansing Tile and Mosaic	13,974 + $10,741 for Mezzanine = $24,715
Johnson Carpet One	21,735
Sobie Company	33,490

CONTACT PERSON WITH PHONE NUMBER: Tim Neeb 838-7084

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW/October 20th, 2020

DEPARTMENT: Planning

PREPARED BY: James McManus, AICP
Director, Planning & Zoning

SUBJECT: Donald Johnson Farmland Preservation Request (PA 116)

SPECIFIC ACTION(S) REQUESTED:
To recommend to the Board of Commissioners approval of the Michigan Department of Agriculture Farmland and Open Space Preservation Program applications (more commonly known as PA 116) #20-06 for Donald Johnson in Section 33 of Irving Township.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION:
On September 28th, 2020, The Barry County Planning Commission reviewed the request and recommended that it be approved.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES_____ NO _____x_____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)_____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED: None
NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER:
James McManus AICP, Director, Barry County Planning & Zoning – 269-945-1290

FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body:

Date Received 9-9-2020 SEP9'20 8:02AM

Application No: 20-6

State:

Date Received _____

Application No: _____

Approved: _____ **Rejected** _____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Johnson (Last) Donald (First) W (Initial)

(If more than two see #15) Johnson (Last) Lisa (First) J (Initial)

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☑ Married ☐ Single

2. Mailing Address: 4707 W State Rd (Street) Middleville (City) MI (State) 49333 (Zip Code)

3. Telephone Number: (Area Code) (269) 838-9878

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (269) 838-5402

5. E-mail address: tripledfarm@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Barry 7. Township, City or Village: Irving

8. Section No. 33 Town No. 4N Range No. 9W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☑ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☑ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☑ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☑ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☑ No: If "Yes", indicate vendor (sellers):

Name: _____

Address: _____ (Street) (City) (State) (Zip Code)

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

_____ Date

_____ Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

__ 2 or more persons having a joint or common interest in the land
__ Corporation __ Limited Liability Company __ Partnership
__ Estate __ Trust __ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

✓ a. 40 acres or more ——→ complete only Section 16 (a thru g);

____ b. 5 acres or more but less than 40 acres ——→ complete only Sections 16 and 17; or

____ c. a specialty farm ——→ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):
Cash Crop
b. Total number of acres on this farm 131
c. Total number of acres being applied for (if different than above): _____
d. Acreage in cultivation: 38
e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 44
f. All other acres (swamp, woods, etc.) 49
g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 7 Residence: 1 Barn: 4 Tool Shed: 2
Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
Poultry House: _____ Milking Parlor: _____ Milk House: _____
Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products** (not from rental income):

$_____ : _____ = $ _____ **(per acre)**
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: $ _____
Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature of Applicant) (Corporate Name, If Applicable)

(Co-owner, If Applicable) (Signature of Corporate Officer)

(Date) (Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ **(Note: Local Governing Body has 45 days to take action)**

Action by Local Governing Body: Jurisdiction: _____

☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected **Date of approval or rejection:** _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: $_____ is the current fair market value of the real property in this application.

II. Please verify the following:

_____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

_____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):	**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**
COPY SENT TO:	___ Copy of Deed or Land Contract (most recent showing current ownership)
____County or Regional Planning Commission	___ Copy of most recent Tax Bill (must include tax description of property)
____Conservation District	___Map of Farm
____Township (if county has zoning authority)	___ Copy of most recent appraisal record
____City (if land is within 3 miles of city boundary)	___ Copy of letters from review agencies (if available)
____Village (if land is within 1 mile of village boundary)	___Any other applicable documents

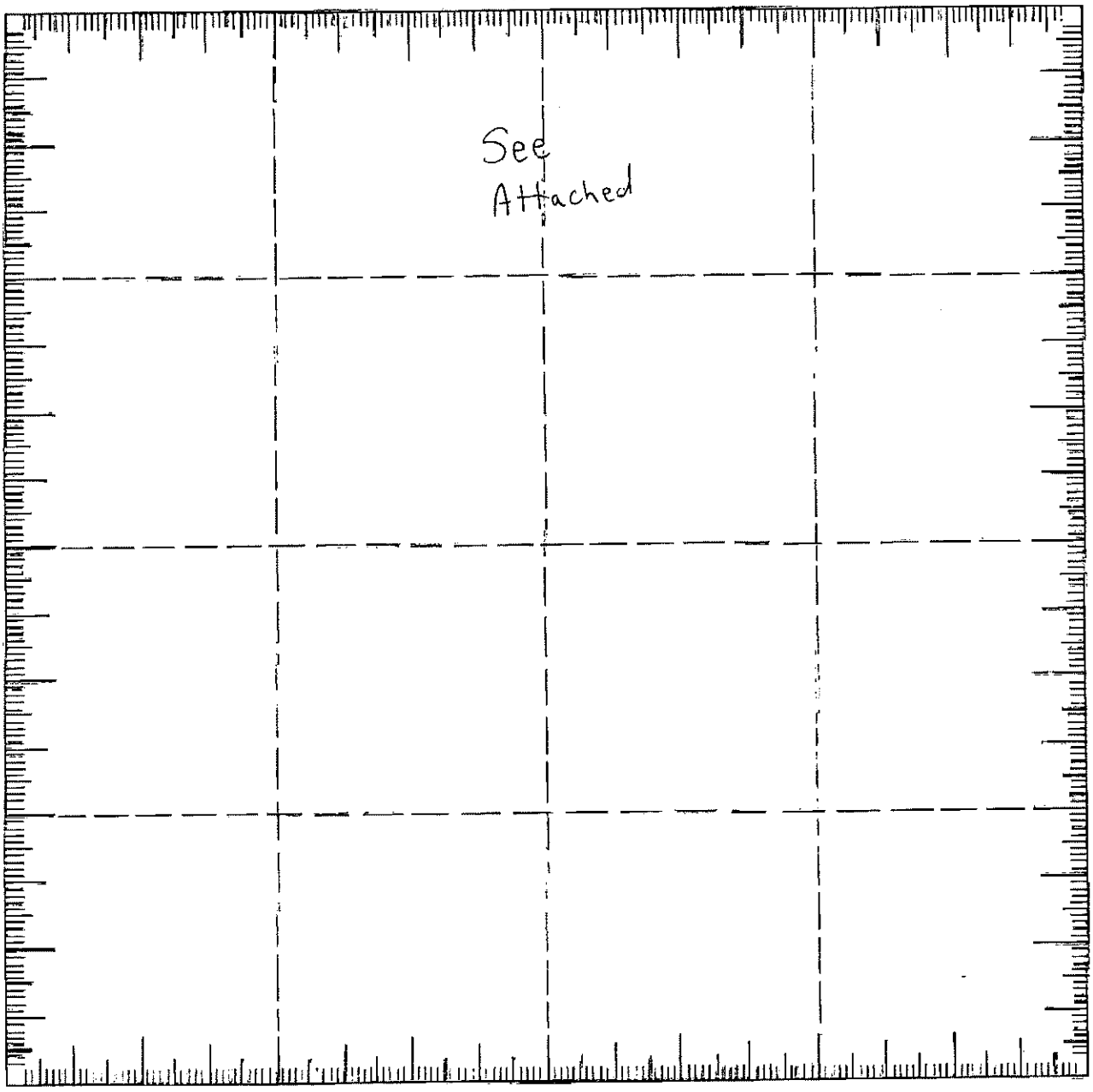
Questions? Please call Farmland Preservation at (517) 284-5663

Map of Farm with Structures and Natural Features:

A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft^2 (1 $mile^2$) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County Barry
Township Irving
T 4N R 9W Section 33

North



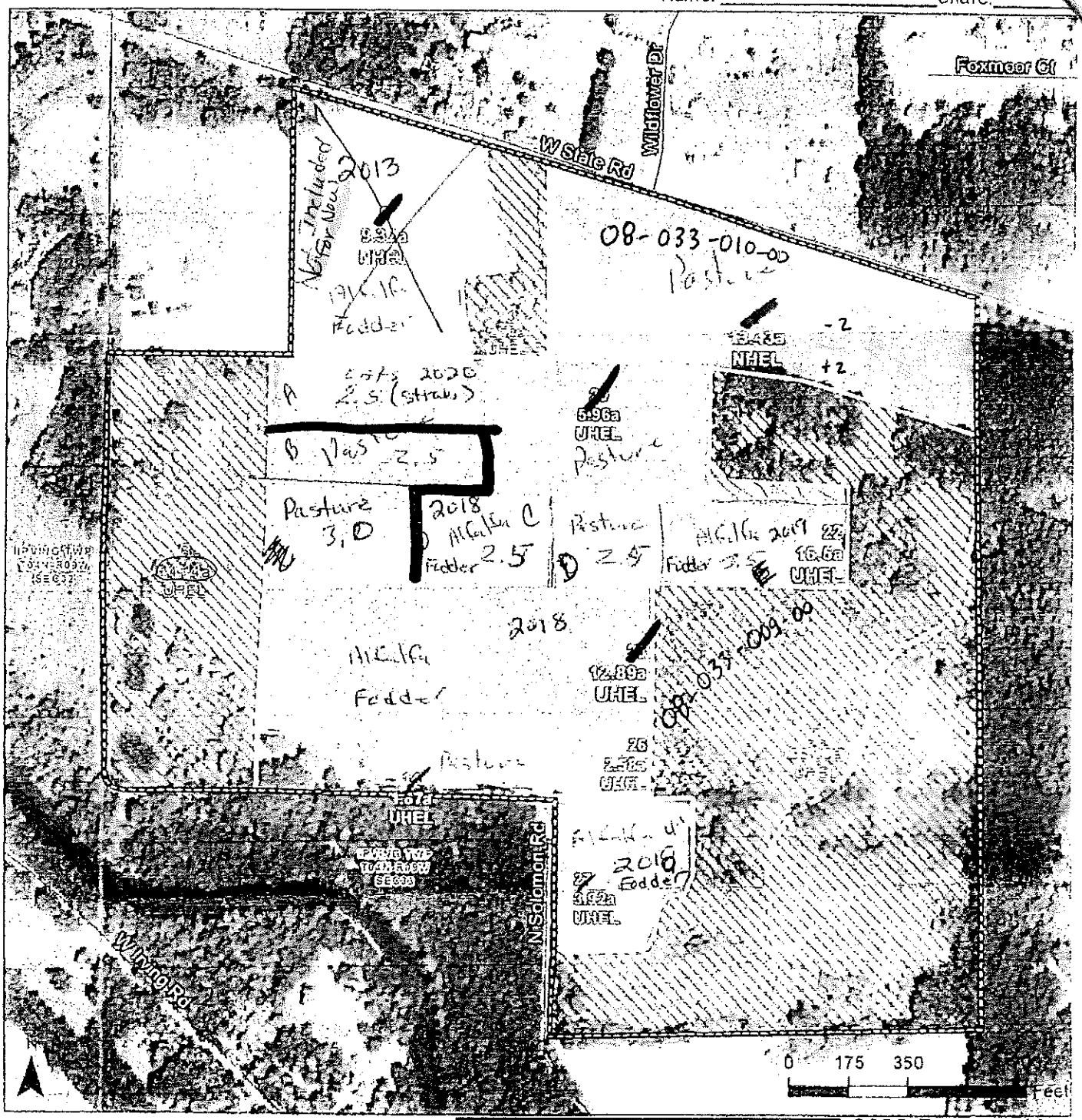
Total Crop [illegible]

All non-irrigated

USDA United States Department of Agriculture

Barry County, Michigan

Name: _____ Share ____
Name: _____ Share ____
Name: _____ Share ____



Common Land Unit
- Common Land Unit
- Non-Cropland
- Tract Boundary
- Section Lines

Cropland vs Noncropland

Wetland Determination Identifiers
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions
- Areas of Concern as of 4/1/20

This box is applicable ONLY for certification maps. Options only valid if checked.

☐ Shares - 100% OP
☐ Certified Organic ☐ All Crops - NI
☐ CORN - YELGR ☐ WHEAT - GR (SRW or SWW)
☐ SOYS - COMGR ☐ ALFALFA - FG or GZ
☐ DRY BEANS - DE ☐ MXFG - FG or GZ

2020 Program Year

CLU Date April 2, 202
2018 NAIP Imager

Farm 135
Tract 423

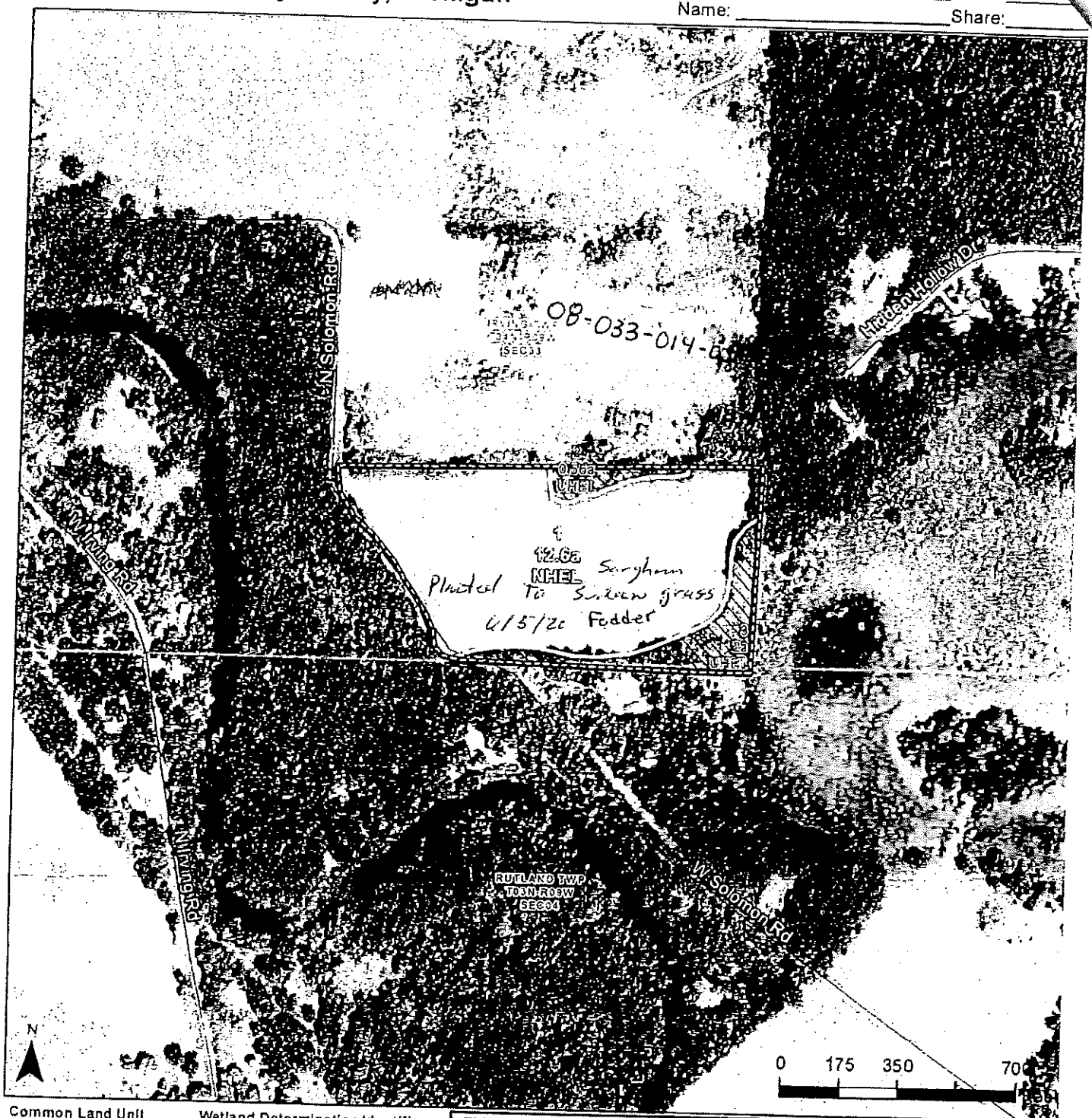
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agriculture Imagery Program (NAIP) imagery. The producer accepts the data "as is" and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Areas of concern represent potential wetland violations (CW, CW+Yr, CWNA, CWTE, MW, WX) included in the NRCS Certified Wetland Determination dataset. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). Alternate year NAIP imagery may be displayed for tracts located in other states or along state borders.

2020 Crop Yr.
Non- Irrigated

USDA United States Department of Agriculture

Barry County, Michigan

Name: _____ Share: _____
Name: _____ Share: _____
Name: _____ Share: _____



Common Land Unit
Common Land Unit*
Non-Cropland
Tract Boundary
Section Lines
Cropland vs Noncropland

Wetland Determination Identifiers
Restricted Use
Limited Restrictions
Exempt from Conservation Compliance Provisions
Areas of Concern
as of 4/1/20

This box is applicable ONLY for certification maps. Options only valid if checked.
☐ Shares - 100% OP
☐ Certified Organic ☐ All Crops - NI
☐ CORN - YEL/GR ☐ WHEAT - GR (SRW or SWW)
☐ SOYS - COM/GR ☐ ALFALFA - FG or GZ
☐ DRY BEANS - DE ☐ MIXFG - FG or GZ

2020 Program Yea
CLU Date April 2 202
2018 NAIP Imager

Farm 6405
Tract 12362

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actua ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data as is' an assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outs de FS Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Areas of concern represent potential wetland violations (CW, CW+Yr, CWNA CWTE, MIW, WX) included in the NRCS Certified Wetland Determination dataset. Refer to your original determination (CPA-026 and attached maps) for exact boundaries an determinations or contact USDA Natural Resources Conservation Service (NRCS). Alternate year NAIP imagery may be displayed for tracts located in other states or along state borders

QUIT CLAIM DEED

THIS INDENTURE, made, March 29, 2011,
BETWEEN DONALD W. JOHNSON, Jr. and LISA J. JOHNSON, husband and wife, of the first part
whose address is: 4707 West State Road, Middleville, Michigan 49333,

and the DONALD W. JOHNSON, Jr. and LISA J. JOHNSON FAMILY TRUST, dated March 29, 2011, whose address is 4707 West State Road, Middleville, Michigan 49333 of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of less than $100.00 to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise and forever QUIT-CLAIM unto the said parties of the second part, and to their assigns, and the survivor of them, his or her heirs and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Irving, County of Barry, and State of Michigan, and described as follows:

The North 1/2 of the Southwest 1/4 and that part of the East 1/2 of the Northwest 1/4 lying South of the highway, being in Section 33, Town 4 North, Range 9 West, Irving Township, Barry County, Michigan.

Grantor reserves to themselves the full use, benefit, control, income, possession and power to sell or otherwise deal with said premises for and during their lifetime.

Exempt from state real estate transfer tax pursuant to MCL 207.526(a).
Exempt from county real estate transfer tax pursuant to MCL 207.505(a).

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anyway appertaining: **To Have and to Hold** the said premises to the said parties of the second part, and to their assigns, and the survivor of them, his or her heirs and assigns, to the sole and only proper use, benefit and behoof of the said parties of the second part **FOREVER,** except all easements, rights and restrictions of record or by operation of law.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

Signed and delivered in the presence of:

ROBERT L. BYINGTON

DONALD W. JOHNSON, Jr.

NICOLE T. Du SHANE

LISA J. JOHNSON

State of Michigan }
County of Barry }ss.

On March 29, 2011, before me, a Notary Public in and for said County, personally appeared DONALD W. JOHNSON, Jr. and LISA J. JOHNSON, to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.

NICOLE T. Du SHANE, Notary Public
Barry County, Michigan
Acting in Barry County
My Commission Expires: October 21, 2012

Drafted By:
DEPOT LAW OFFICE, PLC
222 West Apple Street
P.O. Box 248
Hastings, Michigan 49058

QUIT CLAIM DEED

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BETWEEN DONALD W. JOHNSON, Jr. and LISA J. JOHNSON, husband and wife, of the first part whose address is: 4707 West State Road, Middleville, Michigan 49333,

and the DONALD W. JOHNSON, Jr. and LISA J. JOHNSON FAMILY TRUST, dated March 29, 2011, whose address is 4707 West State Road, Middleville, Michigan 49333 of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of less than $100.00 to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise and forever QUIT-CLAIM unto the said parties of the second part, and to their assigns, and the survivor of them, his or her heirs and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Irving, County of Barry, and State of Michigan, and described as follows:

The Southeast 1/4 of the Southwest 1/4 of Section 33, Town 4 North, Range 9 West.

Grantor reserves to themselves the full use, benefit, control, income, possession and power to sell or otherwise deal with said premises for and during their lifetime.

Exempt from state real estate transfer tax pursuant to MCL 207.526(a).
Exempt from county real estate transfer tax pursuant to MCL 207.505(a).

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anyway appertaining: To **Have and to Hold** the said premises to the said parties of the second part, and to their assigns, and the survivor of them, his or her heirs and assigns, to the sole and only proper use, benefit and behoof of the said parties of the second part **FOREVER,** except all easements, rights and restrictions of record or by operation of law.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

Signed and delivered in the presence of:

ROBERT L. BYINGTON

DONALD W. JOHNSON, Jr.

NICOLE T. Du SHANE

LISA J. JOHNSON

State of Michigan }
County of Barry }ss.

On March 29, 2011, before me, a Notary Public in and for said County, personally appeared DONALD W. JOHNSON, Jr. and LISA J. JOHNSON, to me known to be the same persons described in and who executed the within instrument, and who acknowledged the same to be their free act and deed.

NICOLE T. Du SHANE, Notary Public
Barry County, Michigan
Acting in Barry County
My Commission Expires: October 21, 2012

Drafted By:
DEPOT LAW OFFICE, PLC
222 West Apple Street
P.O. Box 248
Hastings, Michigan 49058

MESSAGE TO TAXPAYER

WWW.IRVINGTOWNSHIP.ORG HAS A LINK TO OBTAIN CURRENT AND PAST TAX HISTORY.

PAYMENTS MAY BE MADE VIA CREDIT/DEBIT CARD ON THE TOWNSHIP WEBSITE. THERE IS A FEE CHARGED BY THE CARD COMPANY.

TOWNSHIP HALL IS CLOSED FOR IN-PERSON TAX PAYMENTS MONTH OF JULY AND AUGUST. VISIT WEBSITE FOR SEPTEMBER HOURS. THERE IS A 24/7 DROP BOX AT THE HALL. EITHER EMAIL TREASURER@IRVINGTOWNSHIP.ORG OR LEAVE A MESSAGE AT 269-948-0633 TO REQUEST AN APPOINTMENT. THANK YOU!

PROPERTY INFORMATION

Property Assessed To:
JOHNSON DONALD W & LISA J
4707 W STATE RD
MIDDLEVILLE, MI 49333

Prop #: 08-08-033-014-00 School: 08050

Prop Addr: SOLOMON RD

QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Legal Description:
SE 1/4 SW 1/4 SEC 33-4-9. 40 A.

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: 01/01 - 12/31
State: 10/01 - 09/30

Does NOT affect when the tax is due or its amount.

PAYMENT INFORMATION

This tax is due by: 09/14/2020

Pay by mail to: IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

The amount indicated below if postmarked 9/14/2020.

Township hall has a drop box available 24/7.

TAX DETAIL

Taxable Value:	21,558	
State Equalized Value:	125,100	Class: 102
PRE/MBT %:	100.0000	

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.

DESCRIPTION	MILLAGE	AMOUNT
STATE ED TAX	6.00000	129.34
COUNTY OPERATING	5.31660	114.61

Total Tax	243.95
Administration Fee	2.43
TOTAL AMOUNT DUE	246.38
PREV. PAYMENTS	
BALANCE DUE	**246.38**

MORTGAGE CODE:

IF A NUMBER APPEARS AFTER "MORTGAGE CODE," THIS BILL IS FOR YOUR INFORMATION ONLY AND THE ORIGINAL HAS BEEN MAILED TO YOUR MORTGAGE COMPANY.

Pay this tax to:

IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

PLEASE RETURN THIS PORTION WITH PAYMENT.THANK YOU.

This tax is due by: 09/14/2020

After 09/14/2020 call township for payoff amount.

2020 Summer Tax for Prop #: 08-08-033-014-00

MAKE CHECK PAYABLE TO: IRVING TOWNSHIP

TOTAL AMOUNT DUE: **246.38**

AMOUNT REMITTED: _____
(Please use check or money order)

☐ **Check box to request receipt.**

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Property Addr: SOLOMON RD

*********AUTO**5-DIGIT 49316
JOHNSON DONALD W & LISA J
4707 W STATE RD
MIDDLEVILLE, MI 49333-8093

IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

MESSAGE TO TAXPAYER

WWW.IRVINGTOWNSHIP.ORG HAS A LINK TO OBTAIN CURRENT AND PAST TAX HISTORY.

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PROPERTY INFORMATION

Property Assessed To:
JOHNSON DONALD W JR & LISA
4707 W STATE RD
MIDDLEVILLE, MI 49333

Prop #: 08-08-033-009-00 School: 08050

Prop Addr: 2450 N SOLOMON RD

QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Legal Description:

IRVING TWP
N 1/2 SW 1/4 SEC 33-4-9. 80 A.

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: 01/01 - 12/31
State: 10/01 - 09/30

Does NOT affect when the tax is due or its amount.

PAYMENT INFORMATION

This tax is due by: 09/14/2020

Pay by mail to: IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

The amount indicated below if postmarked 9/14/2020.

Township hall has a drop box available 24/7.

TAX DETAIL

Taxable Value:	81,400	
State Equalized Value:	344,300	Class: 101
PRE/MBT %:	100.0000	

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.

DESCRIPTION	MILLAGE	AMOUNT
STATE ED TAX	6.00000	488.40
COUNTY OPERATING	5.31660	432.77

Total Tax	921.17
Administration Fee	9.21
TOTAL AMOUNT DUE	930.38
PREV. PAYMENTS	
BALANCE DUE	**930.38**

MORTGAGE CODE:

IF A NUMBER APPEARS AFTER "MORTGAGE CODE," THIS BILL IS FOR YOUR INFORMATION ONLY AND THE ORIGINAL HAS BEEN MAILED TO YOUR MORTGAGE COMPANY.

Pay this tax to:

IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

PLEASE RETURN THIS PORTION WITH PAYMENT.THANK YOU.

This tax is due by: 09/14/2020
After 09/14/2020 call township for payoff amount.

2020 Summer Tax for Prop #: 08-08-033-009-00

MAKE CHECK PAYABLE TO: IRVING TOWNSHIP

TOTAL AMOUNT DUE: **930.38**

AMOUNT REMITTED: _____
(Please use check or money order)

☐ **Check box to request receipt.**

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Property Addr: 2450 N SOLOMON RD

*******AUTO**5-DIGIT 49316
JOHNSON DONALD W JR & LISA
4707 W STATE RD
MIDDLEVILLE, MI 49333-8093

IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

MESSAGE TO TAXPAYER

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PROPERTY INFORMATION

Property Assessed To:
JOHNSON DONALD W JR & LISA
4707 W STATE RD
MIDDLEVILLE, MI 49333

Prop #: 08-08-033-010-00 School: 08050

Prop Addr: W STATE RD

QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Legal Description:

IRVING TWP
ALL OF E 1/2 NW 1/4 SEC 33-T4N-R9W S OF HWY.11 A.

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County: 01/01 - 12/31
State: 10/01 - 09/30

Does NOT affect when the tax is due or its amount.

PAYMENT INFORMATION

This tax is due by: 09/14/2020

Pay by mail to: IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

The amount indicated below if postmarked 9/14/2020.

Township hall has a drop box available 24/7.

TAX DETAIL

Taxable Value:	4,815	
State Equalized Value:	35,500	Class: 102
PRE/MBT %:	100.0000	

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.

DESCRIPTION	MILLAGE	AMOUNT
STATE ED TAX	6.00000	28.89
COUNTY OPERATING	5.31660	25.59

Total Tax	54.48
Administration Fee	0.54
TOTAL AMOUNT DUE	55.02
PREV. PAYMENTS	
BALANCE DUE	**55.02**

MORTGAGE CODE:

IF A NUMBER APPEARS AFTER "MORTGAGE CODE," THIS BILL IS FOR YOUR INFORMATION ONLY AND THE ORIGINAL HAS BEEN MAILED TO YOUR MORTGAGE COMPANY.

Pay this tax to:

IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

PLEASE RETURN THIS PORTION WITH PAYMENT.THANK YOU.

This tax is due by: 09/14/2020
After 09/14/2020 call township for payoff amount.

2020 Summer Tax for Prop #:08-08-033-010-00

MAKE CHECK PAYABLE TO: IRVING TOWNSHIP

TOTAL AMOUNT DUE: 55.02

AMOUNT REMITTED: _____
(Please use check or money order)

☐ **Check box to request receipt.**

TAXPAYER NOTE: Are your name & mailing address correct? If not, please make corrections below. Thank You.

Property Addr: W STATE RD

*********AUTO**5-DIGIT 49316
JOHNSON DONALD W JR & LISA
4707 W STATE RD
MIDDLEVILLE, MI 49333-8093

IRVING TOWNSHIP
C/O ALESSE CROSS
3425 WING ROAD
HASTINGS, MI 49058

Barry County Planning Commission
Meeting Minutes
September 28, 2020

The meeting was called to order by Chairperson Clyde Morgan at 7:00 p.m. in the Community Room of the Tyden Center located at 121 South Church Street in Hastings. The Planning Commission members in attendance included: Morgan, John LaForge, Jack Miner, Joyce Snow, Jack Nadwornik, and Ben Geiger. Robert Vanderboegh was absent. Those also in attendance included: Suzan Miller, John Howland, Barry County Planning Director James McManus, and many other interested people.

Motion by Morgan to excuse Vanderboegh. Support by Nadwornik. All ayes - motion carried.

Motion by Geiger to approve the agenda as printed. Support by LaForge. All ayes - motion carried.

Motion by Nadwornik to approve the Minutes of August 24, 2020. Support by Miner. All ayes - motion carried.

BUSINESS

Morgan explained the procedures of a public hearing.

Special Uses

Case No. SP-6-2020 Suzan Miller (Property Owner)

Morgan recessed the Planning Commission, opened the public hearing, and asked Miller to present her appeal.

Miller said they would like to be able to park their trucks on their property. She said the parking area is to the rear of the house.

Morgan asked if anyone wished to speak in favor of the request.

Lonnie Miller noted they employ 10 people.

Chad Miller said it is a family business, and they try to help others.

Morgan asked if anyone was opposed.

Barb Earl noted that she had received numerous calls about the property. She said it is an eyesore. She said an approval could set a precedent.

Lloyd Hudson, a resident in the area, said the area is residential. He said the trucks speed down the road. He was concerned that the use was already established.

Katrina VanHoose noted the trucks travel at a high rate of speed which could be dangerous. She noted the trucks are intimidating.

Sharon Hudson said the roads are getting bad. She said the speed of the trucks is intimidating and her mailbox has been knocked over. She said it is a truck business, and she has to be extra cautious leaving her driveway. She said there are lots of lights on the property.

Joyce Foondle questioned the classification and noted it was more like a truck terminal. She noted terminals are mostly in industrial areas. She noted the parking ordinance classifies contractor's yards in the industrial section.

Lloyd Hudson said there was potentially another site on Sheffield Road. He noted the proposed parcel is only 1 1/2 acres in size.

Sharon Hudson noted the trucks start at 5 a.m. and can go as late as 10:30 p.m.

Miller rebutted that since Covid had started, most of the trucks are not running; she said they normally only have three trucks on site. She noted one of the trucks leaves for the entire week, and they usually do not work on weekends. She said she has lived in Barry County most of her life.

Morgan closed the public hearing and reconvened the Planning Commission.

LaForge asked if any specific permits were needed from the Road Commission. Miller said the roads are usable except for early spring, and she has obtained driveway permits. She said they do not drive on the dirt road.

Miner asked if this is an enforcement issue. McManus said yes.
Miner asked if all of the trucks were licensed. Miller said all but one was.
Miner asked if Uldricks Road was a Class A road. Miller said yes.
Miner asked about the hours of operation. Miller said they run during daylight hours.
Miner asked how many employees they had. Miller said eight, and her husband and sons work out of their home. She said the other employees and vehicles are subcontracted.

Snow noted there are more than three vehicles on the property. Miller agreed and noted one is a lease and one will be for sale.
Snow asked about any new buildings. Miller said they would like to build a workshop, but she noted the trucks are too big to store inside.
Snow noted the parking area is not paved. She asked if they use chemicals to keep the parking area dust-free. Miller said they could start.
Snow asked about any screening. Miller said they do not have any yet.
Snow asked if they have any hazardous materials. Miller said no, and any used oil goes to her son-in-law's for recycling.

Morgan noted loaded semis do less damage to the road than empty trucks.

Miller noted her property is circled by cornfields and woods.

Nadwornik asked if they haul gravel. Miller said yes, but the trucks leave in the morning and return at night.
Nadwornik asked about the flatbeds. Miller said they haul lumber for the Amish.
Nadwornik said the use was more of a park yard. Miller agreed.
Nadwornik asked if there would be any other trucks other than the five on site. Miller said no.

Geiger asked if there would be any additional lighting. Miller said no.
Geiger asked about the turn radius onto Ferris Road. Miller said it was acceptable, and they usually give cars the right-of-way.
Geiger asked about repairs. Miller said a third-party takes care of that, usually off-site.

Morgan asked about the use of jake brakes, and noted they can be noisy. Miller said they have used them as it saves motors.

Miner asked how long they have been in business. Miller said 5 1/2 years.
McManus noted they have not been at this site that long.
Miller said they have been on site since December 2019.

Miner asked if the piece of green equipment was usable. Miller said yes.
Miner asked about any other vehicles. Miller said there is a bus parked which has been used for church events.

Miller noted the tanker has not been used. Miner questioned why it has not been sold yet. Miller said the price of oil is too low.

Morgan asked if they had any other jobs. Miller said she is a manager at Walmart.

Nadwornik asked why the special use was classified as a contractor's yard. McManus said for the storage of trucks and noted the Planning Commission had approved other contractor's yards for truck storage.

Geiger noted other issues such as headlights and noise issues were not addressed in the application.

Nadwornik noted the hours of operation will need to be defined.

McManus commented that Step 1 was to determine if the site was appropriate for the use; then, if it was, to look at stipulations.
Morgan asked if there were any limitations to fencing height. McManus said no.

Snow asked about the hours of operation and what daylight meant. Miller said they typically run from 7-5. Lonnie Miller said they transport gravel from Carpenter's gravel.

Snow asked where Miller was previously located. Miller said they lived in North Dakota and Baldwin. Miller said they were temporarily at her family's property on Fruin Road.

Morgan asked if gravel hauling would be their primary focus. Miller said hopefully, but also noted lumber transport for the Amish.

Geiger asked about oil transport. Miller said not any longer.

Morgan asked where the trucks were fueled. Miller said at Goldsworthy's.

Geiger said there needed to be additional details on the site plan.

Motion by LaForge to approve Case No. SP-6-2020. The motion died due to a lack of support.

Motion by Miner to deny Case No. SP-6-2020. Support by Geiger.

Geiger asked for a five-minute recess.

Morgan recessed the Planning Commission at 7:55 p.m.

Morgan reconvened the Planning Commission at 8:00 p.m.

Miner clarified his denial to be based on Section 2302, A.6. and 7 of the Barry County Zoning Ordinance of 2008, as amended. Geiger asked why.

Miner noted traffic, noise, and vibrations are issues.

Miner noted there is not enough room to effectively berm the property, and he did not think the site could comply with all aspects of the ordinance. Geiger supported the base of denial.

Geiger suggested tabling the request for 60 days. There was not support for tabling.

Roll call vote on the original motion to deny: 6 ayes - 0 nays - motion carried. Special Use Denied.

Case No. SP-7-2020 John V. Howland (Property Owner)

Morgan recessed the Planning Commission, opened the public hearing, and asked Howland to present his request.

Howland said he has been fixing lawn mowers, but the work has gotten more than anticipated. He said he is a one-man-show, but he could use a bigger shop. He noted he has less than five gallons of gas on site, and there is a small amount of waste oil. He said he recycles as much as he can.

Morgan asked if anyone wished to speak in favor of the request.

Katie Morrison noted Howland has fixed her equipment, and she is in favor of small business.

Jennifer Howland noted it is more like a hobby and noted their home is on the property. She said nothing can be seen from the road and noted there will be no additional buildings. She said they are less expensive than big-box stores.

Bruce Long noted he travelled from Delton to have his mower fixed.

Morrison said it is not an eyesore.

Howland said he works at most 8-5 Monday-Friday and 1/2 days on Saturday.

Morgan closed the public hearing and reconvened the Planning Commission.

LaForge noted the property has a number of pine trees on it. He said it looks like a typical workshop.
LaForge asked about used-oil storage. Howland said he has a metal container that fills after five or six oil changes.
LaForge suggested using a secondary containment system.

Snow asked if he had any employees. Howland said no.
Snow asked if Howland had another job. Howland said yes.

Motion by Snow to approve Case No. SP-7-2020 per Section 2302.A.1.-7. of the Barry County Zoning Ordinance of 2008, as amended. Support by Geiger.

Roll call vote taken: 6 ayes - 0 nays - motion carried. Special Use Approved.

Farmland Agreements

#20-04, #20-5 **G & H Leep, LLC**

McManus noted the properties are in Section 7 and 18 of Orangeville Township. He said they are both planned and zoned as Rural Residential and agriculture is allowed as a by- right use.

Motion by Geiger to recommend approval of #20-04 and #20-05 to the Board of Commissioners. Support by LaForge. All ayes - motion carried.

#20-06 **Donald & Lisa Johnson**

McManus noted (3) parcels are included in the application. He noted two of these are planned as Low Density Residential and one is planned as Rural Residential which makes it complicated.

He noted the plan was completed 13 years ago and the property has been farmed continuously during that time. He noted if the request was to be denied, Johnson could appeal to the State, so he recommended it be approved.

Motion by LaForge to recommend approval of #20-06 to the Board of Commissioners. Support by Snow. All ayes - motion carried.

Motion by LaForge to adjourn the meeting. Support by Miner. All ayes - motion carried.

Meeting adjourned at 8:25 p.m.

Respectfully submitted,

Joyce Snow, Secretary

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW/October 20th, 2020

DEPARTMENT: Planning

PREPARED BY: James McManus, AICP
Director, Planning & Zoning

SUBJECT: G & H Leep Farmland Preservation Request (PA 116)

SPECIFIC ACTION(S) REQUESTED:
To recommend to the Board of Commissioners approval of the Michigan Department of Agriculture Farmland and Open Space Preservation Program applications (more commonly known as PA 116) #20-04, and #20-05 for G & H Leep in Sections 7 and 18 of Orangeville Township.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION:
On September 28th, 2020, The Barry County Planning Commission reviewed the request and recommended that it be approved.

TIME FRAME OF ACTION: Immediate

FUNDING REQUIRED: YES_____ NO _____x_____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)_____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER:
James McManus AICP, Director, Barry County Planning & Zoning – 269-945-1290

3

Michigan Department of Agriculture

FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body:
Date Received Sept. 1, 2020
Application No: 20-4

State:
Date Received
Application No:
Approved: Rejected

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: G and H Leep, LLC
   Last First Initial

   (If more than two see #15)
   Last First Initial

   Marital status of all individual men listed on application, if more than one, indicate status after each name:
   ☐ Married ☐ Single

2. Mailing Address: 389 118th Ave Shelbyville MI 49344
   Street City State Zip Code

3. Telephone Number: (Area Code) (269) 208-7035

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (616) 837-5324

5. E-mail address: hgleep@yahoo.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Barry 7. Township, City or Village: Orangeville

8. Section No. 18 Town No. 2N Range No. 10W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
11. Is there a tax lien against the land described above? ☐ Yes ☑ No
    If "Yes", please explain circumstances:
12. Does the applicant own the mineral rights? ☑ Yes ☐ No
    If owned by the applicant, are the mineral rights leased? ☐ Yes ☑ No
    Indicate who owns or is leasing rights if other than the applicant:
    Name the types of mineral(s) involved:
13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☑ No If "Yes", indicate to whom, for what purpose and the number of acres involved:
14. Is land being purchased under land contract ☐ Yes ☑ No: If "Yes", indicate vendor (sellers):
    Name:
    Address:
    Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

__ 2 or more persons having a joint or common interest in the land
__ Corporation __ Limited Liability Company ✓ Partnership
__ Estate __ Trust __ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Glenn Leep Title: Partner

Name: Ryan Tucker Title: Partner

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

✓ a. 40 acres or more ——→ complete only Section 16 (a thru g);

____ b. 5 acres or more but less than 40 acres ——→ complete only Sections 16 and 17; or

____ c. a specialty farm ——→ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

_____

b. Total number of acres on this farm _____
c. Total number of acres being applied for (if different than above): 42
d. Acreage in cultivation: 41
e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0
f. All other acres (swamp, woods, etc.) 1
g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____
Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
Poultry House: _____ Milking Parlor: _____ Milk House: _____
Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products** (not from rental income):

$_____ : _____ = $_____ **(per acre)**
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: $ _____
Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature of Applicant)	(Corporate Name, If Applicable)
(Co-owner, If Applicable)	(Signature of Corporate Officer)
8-31-2020 (Date)	(Title)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ **(Note: Local Governing Body has 45 days to take action)**

Action by Local Governing Body: Jurisdiction: _____

☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected **Date of approval or rejection:** _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: $_____ is the current fair market value of the real property in this application.

II. Please verify the following:

_____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

_____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):	**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**
COPY SENT TO:	___ Copy of Deed or Land Contract (most recent showing current ownership)
____County or Regional Planning Commission	___ Copy of most recent Tax Bill (must include tax description of property)
____Conservation District	___Map of Farm
____Township (if county has zoning authority)	___ Copy of most recent appraisal record
____City (if land is within 3 miles of city boundary)	___ Copy of letters from review agencies (if available)
____Village (if land is within 1 mile of village boundary)	___Any other applicable documents

Questions? Please call Farmland Preservation at (517) 284-5663

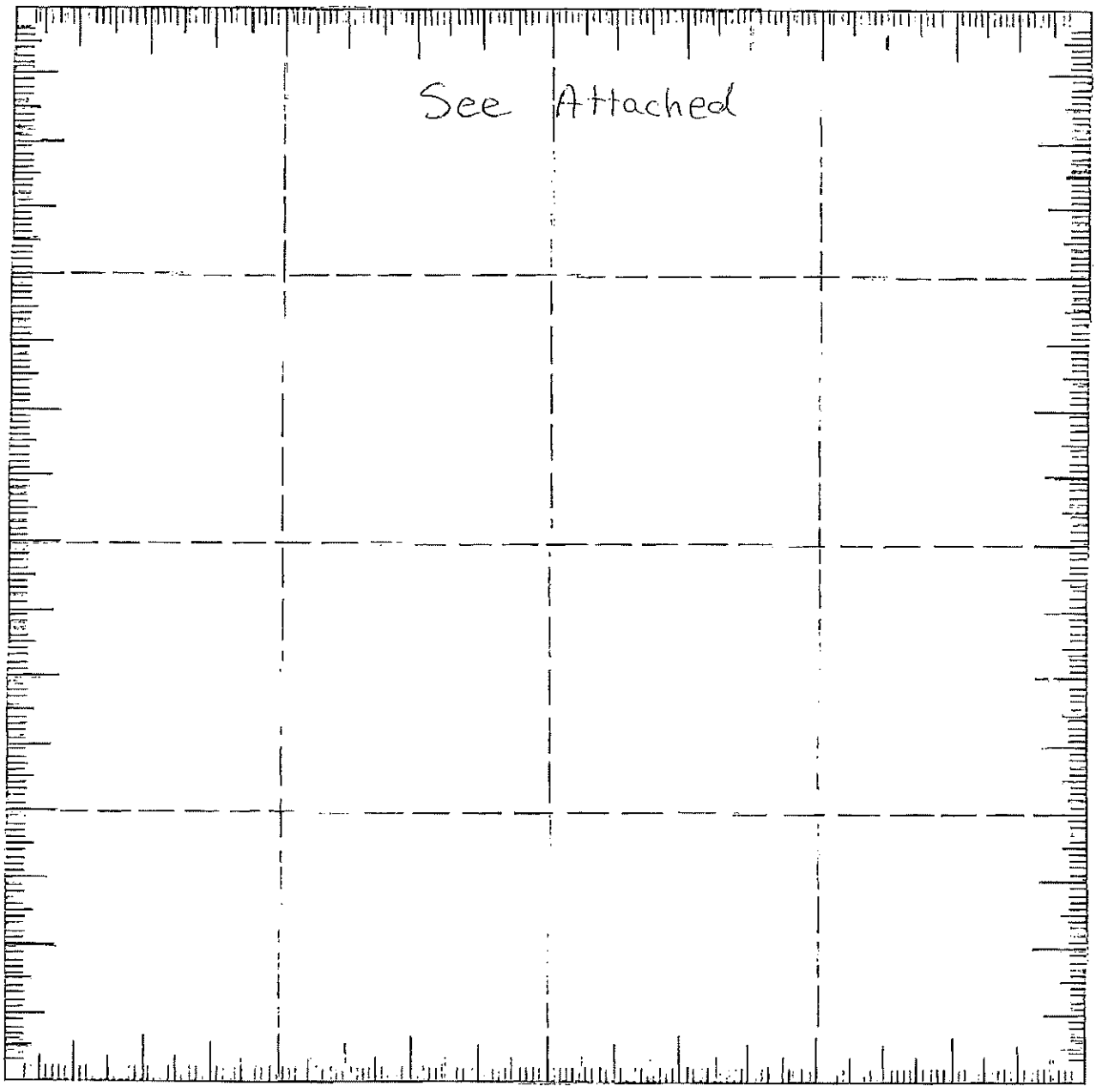
Map of Farm with Structures and Natural Features:

A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft^2 (1 $mile^2$) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.

Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County Barry
Township Orangeville
T 2N R 10W Section 18

↑ North



Recording requested by:

RECEIVED
2008 MAY 14 A 10:9
REGISTER OF DEEDS
BARRY COUNTY, MI

and when recorded, please return this deed and tax statements to:

Hastings, Michigan May 14, 2008
Barry County, Treasurer's Office
I hereby certify that there are no tax liens or titles on the lands herein described and that all taxes have been fully paid for the five years preceeding the date of said instrument. This certificate does not apply to taxes, now in process of collection by township or city or village collecting officers.
Lori Meredith County Treasurer

20080514-0005167
Darla Burghdoff P:1/2 10:41AM
Barry Cnty, MI Rgstr DW

Above reserved for official use only

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR A VALUABLE CONSIDERATION, in the amount of TEN AND NO/100 DOLLARS ($10.00) in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, John C. Visscher and Rose M. Visscher ("Grantor"), has GRANTED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY to G&H Leep, Glenn Leep and Harvey Leep ("Grantee"), all right, title, interest and claim to the following real property in the Township of Orangeville, County of Barry, State of Michigan with the following legal description:

ORANGEVILLE TWP E COM NW ¼ POST SEC 18 T2N R10 W, TH N 89 DEGREES 22'25"E 325.91 FT TO POB; TH N 89 DEGREES 22'25"E 333.81 FT, TH S 0 DEGREES 24'21" 2633.62 FT, TH W 335.58 FT, TH N 250 FT, TH N 0 DEGREES 24'21"W 2379.96 FT TO POB

Tax Parcel ID Number: 08-11-018-015-00

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property unto the said Grantee, Grantee's heirs, administrators, executors, successors and/or assigns forever IN FEE SIMPLE; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

Grantor further WARRANTS TITLE and agrees to FOREVER DEFEND all and singular the said property unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this day of APRIL 3, 2008

John C Visscher — Rose M Visscher

JOHN C. VISSCHER — ROSE M. VISSCHER

Signed in our presence:

Carol Gilkison — Judith K Forsythe

(Witness Signature) — *(Witness Signature)*

Print Name: Carol J Gilkison — Print Name: Judith K Forsythe

BARRY CO MI ROD '18MAY22AM1154

STATE OF MICHIGAN
Allegan County County
May 11, 2018 11:32:01 AM
Receipt # 11165

REAL ESTATE TRANSFER TAX
$97.90 - CO
$667.50 - ST
Stamp # 30501

STATE OF MICHIGAN Allegan County
Bob Genetski Register of Deeds
RECORDED
May 11, 2018 11:32:01 AM
Liber 4244 Page 533-534 D.W
FEE: $30.00

Liber 4244 Page 533 #2018008782

Warranty Deed

(9)

KNOW ALL MEN BY THESE PRESENTS: That William Rook Jr. and Darcy Rook, husband and wife

convey(s) and warrant(s) to G & H Leep, LLC

whose address is 389 118th Ave, Shelbyville, MI 49344

Land situated in the Orangeville and Martin, County of Barry, State of MI

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

Commonly known as: Rook Road - Vacant Land; 2nd Street - Vacant Land
Tax Item No.: 08-11-018-009-50 & 0315-014-015-00

08-11-018-009-51 AC

If the land being conveyed is unplatted, the following is deemed to be included: 1) This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act, and 2) The grantor grants to the grantee the right to make _____ division(s) under section 108 of the Land Division Act, Act No. 288 of the public Acts of 1967.

for the sum of One Hundred Eighty-Six Thousand Two Hundred Forty and 00/100 ($186,240.00). Allegan $89,000 Barry $97,240

Subject to easements and building and use restrictions of record.

Transfer tax Allegan 965.40 Barry 838.50 5/11/18 GL

This deed is given between Grantor and Grantee in fulfillment of Land Contract dated March 14, 2013.

Dated this 7th day of May, 2018.

William Rook Jr

William Rook Jr.

Darcy Rook

Darcy Rook

State of Michigan

County of Allegan

The foregoing instrument was acknowledged before me this 7th day of May, 2018, by William Rook Jr. and Darcy Rook, husband and wife.

J. Dunklee
Notary Public, Allegan County, MI
My Commission Expires 11/14/2020

J Dunklee
Notary Public
_____ County
My commission expires: _____

Drafted by:
Attorney Daniel P. Lievois
Devon Title Agency
1387 E. M-89
Otsego, MI 49078
File No: 866167-1
JJD

When recorded return to:
G & H Leep, LLC
389 118th Avenue
Shelbyville, MI 49344

OFFICIAL SEAL Barry County Register of Deeds, MI
2018-005076 DW
05/22/2018 11:54 AM Page 1 of 2 Fees: $30.00

EXHIBIT "A"

File No. 866167-1

PARCEL 1:

LAND SITUATED IN THE TOWNSHIP OF ORANGEVILLE, COUNTY OF BARRY, STATE OF MI DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH-SOUTH 1/4 LINE OF SECTION 18, TOWN 2 NORTH, RANGE 10 WEST, DISTANT SOUTH 00°44'53" EAST, 932.48 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH 00°44'53" EAST, 697.52 FEET ALONG SAID 1/4 LINE; THENCE SOUTH 90°00'00" WEST, 1323.35 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 18; THENCE NORTH 00°23'10" WEST ALONG SAID WEST LINE, 883.52 FEET TO THE CENTER OF ORANGEVILLE CREEK; THENCE SOUTH 76°19'15" EAST, 558.56 FEET ALONG SAID CENTERLINE; THENCE SOUTH 86°01'50" WEST, 779.35 FEET TO SAID NORTH-SOUTH 1/4 LINE AND THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT "A" FOR INGRESS AND EGRESS APPURTENANT THERETO AS DESCRIBED IN THE UNRECORDED CIRCUIT COURT JUDGMENT DATED OCTOBER 31, 1994, SIGNED BY CIRCUIT COURT JUDGE RICHARD M. SHUSTER, FILE NO. 93-686-CH, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS: BEGINNING AT POINT ON THE NORTH -SOUTH 1/4 LINE OF SECTION 18, TOWN 2 NORTH, RANGE 10 WEST, DISTANT SOUTH 00°44'53" EAST, 932.48 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH 00°44'53" EAST, 40.14 FEET ALONG SAID 1/4 LINE; THENCE SOUTH 86°01'50" WEST, 28.28 FEET TO THE CENTERLINE OF ROOK ROAD; THENCE NORTH 01°35'10" WEST, 40.19 FEET ALONG SAID CENTERLINE; THENCE NORTH 86°01'50" WEST, 27.69 FEET ALONG THE CENTER OF ORANGEVILLE CREEK TO SAID NORTH-SOUTH 1/4 LINE AND THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED 1/2 INTEREST IN EASEMENT "B" FOR INGRESS AND EGRESS APPURTENANT THERETO AS DESCRIBED IN THE UNRECORDED CIRCUIT COURT JUDGMENT DATED OCTOBER 31, 1994 SIGNED BY CIRCUIT COURT JUDGE RICHARD M. SHUSTER, FILE NO. 93-686-CH, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS: BEGINNING AT A POINT ON THE NORTH-SOUTH 1/4 LINE OF SECTION 18, TOWN 2 NORTH, RANGE 10 WEST, DISTANT SOUTH 00°44'53" EAST, 1610.00 FEET FOR THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH 00°44'53" EAST, 40.00 FEET ALONG SAID 1/4 LINE; THENCE NORTH 89°01'50" EAST, 36.01 FEET TO THE CENTERLINE OF ROOK ROAD; THENCE NORTH 01°14'44" WEST, 40.01 FEET ALONG SAID CENTERLINE; THENCE SOUTH 89°59'57" WEST, 35.66 FEET TO SAID NORTH-SOUTH 1/4 LINE AND THE POINT OF BEGINNING.

SUBJECT TO EASEMENT "C", A PRIVATE EASEMENT FOR INGRESS AND EGRESS PURPOSES DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH-SOUTH 1/4 LINE OF SECTION 18, TOWN 2 NORTH, RANGE 10 WEST; DISTANT SOUTH 00°44'53" EAST, 932.48 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH 00°44'53" EAST, 66.22 FEET ALONG SAID 1/4 LINE; THENCE NORTH 86°01'50" WEST, 790.40 FEET; THENCE NORTH 76°19'15" WEST, 615.67 FEET TO A POINT WHICH LIES 66 FEET WESTERLY OF THE EAST LINE OF THE WEST FRACTIONAL 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION 18; THENCE NORTH 00°23'10" WEST, 77.40 FEET TO THE CENTERLINE OF ORANGEVILLE CREEK; THENCE SOUTH 54°05'31" EAST, 24.00 FEET ALONG SAID CENTERLINE; THENCE SOUTH 76°19'15" EAST, 606.60 FEET ALONG SAID CENTERLINE; THENCE SOUTH 86°01'50" EAST, 779.35 FEET ALONG SAID CENTERLINE TO THE POINT OF BEGINNING.

PARCEL 2:

LAND SITUATED IN THE TOWNSHIP OF MARTIN, COUNTY OF ALLEGAN, STATE OF MI, DESCRIBED AS FOLLOWS:

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWN 2 NORTH, RANGE 11 WEST.

OFFICIAL SEAL Barry County Register of Deeds, MI
2018-005076 DW
05/22/2018 11:54 AM Page 2 of 2 Fees: $30.00

ORANGEVILLE TOWNSHIP 2019 Winter Bill #: 00642

MESSAGE TO TAXPAYER

WINTER TAX BILLS ARE DUE MARCH 2, 2020 BY 5PM. WILL NO LONGER ACCEPT POST MARKS. MAKE CHECK PAYABLE TO ORANGEVILLE TWP TREAS. RECEIPTS WILL BE MAILED UPON REQUEST. MARCH 3RD PAYMENT MUST BE MADE TO BARRY COUNTY TREAS. INTEREST AND PENALTY APPLIED. PLEASE MAKE CHECKS OR MONEY ORDER FOR EXACT AMOUNT OF TAX BILL. ANY QUESTIONS, CONTACT MICHELLE AT 269-664-4425 TREAS. HOURS MON. EVENINGS 5:30-7:30

PAYMENT INFORMATION

This tax is due by: 03/02/2020

Pay by mail to: ORANGEVILLE TOWNSHIP
MICHELLE RITCHIE
7350 LINDSEY RD
PLAINWELL MI. 49080

PROPERTY INFORMATION

Property Assessed To:
G & H LEEP LLC
389 118TH AVE
SHELBYVILLE, MI 49344

Prop #: 08-11-018-015-00 School: 03060

Prop Addr: SADDLER RD

QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Legal Description:

ORANGEVILLE TWP E COR NW 1/4 POST SEC 18 T2N R10W, TH N89°22'25''E 325.91FT TO POB; TH N89°22'25''E 333.81FT, TH S0°24'21'' 2633.62FT, TH W 335.58FT, TH N 250FT, TH N0°24'21''W 2379.96FT TO POB. EXC THAT PART LYING NLY OF ORANGEVILLE CREEK (13T)

TAX DETAIL

Taxable Value:	7,257	
State Equalized Value:	35,200	Class: 102
PRE/MBT %:	100.0000	
		Mort Code:

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.
Amounts with no millage are either Special Assessments or other charges added to this bill.

DESCRIPTION	MILLAGE	AMOUNT
ALLEGAN ISD	4.87280	35.36
SCHOOL OPER.	18.00000	EXEMPT
SCHOOL DEBT	7.00000	50.79
TWP ALLOCATED	0.87960	6.38
ROADS	1.46590	10.63
FIRE	0.74030	5.37
CHARLT PARK	0.22250	1.61
COMM ON AGE	0.48340	3.50
911	0.80000	5.80
TRANSIT	0.24430	1.77
MED CARE DEBT	0.69970	5.07
Total Tax	35.40850	126.28
Administration Fee		1.26
TOTAL AMOUNT DUE		127.54
PREV. PAYMENTS		
BALANCE DUE		**127.54**

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County:	JANUARY 1 - FEBRUARY 28
Twn/Cty:	FEBRUARY 28 - MARCH 1
School:	JUNE 30 - JULY 1
State:	OCTOBER 1 - SEPTEMBER 30

Does NOT affect when the tax is due or its amount

Please detach along perforation. Keep the bottom portion

Mort C

ORANGEVILLE TOWNSHIP 2019 Winter Bill #: 00641

MESSAGE TO TAXPAYER

WINTER TAX BILLS ARE DUE MARCH 2, 2020 BY 5PM. WILL NO LONGER ACCEPT POST MARKS. MAKE CHECK PAYABLE TO ORANGEVILLE TWP TREAS. RECEIPTS WILL BE MAILED UPON REQUEST. MARCH 3RD PAYMENT MUST BE MADE TO BARRY COUNTY TREAS. INTEREST AND PENALTY APPLIED. PLEASE MAKE CHECKS OR MONEY ORDER FOR EXACT AMOUNT OF TAX BILL. ANY QUESTIONS, CONTACT MICHELLE AT 269-664-4425 TREAS. HOURS MON. EVENINGS 5:30-7:30

PAYMENT INFORMATION

This tax is due by: 03/02/2020

Pay by mail to: ORANGEVILLE TOWNSHIP
MICHELLE RITCHIE
7350 LINDSEY RD
PLAINWELL MI. 49080

PROPERTY INFORMATION

Property Assessed To:
G & H LEEP LLC
389 118TH AVE
SHELBYVILLE, MI 49344

Prop #: 08-11-018-009-51 School: 03060

Prop Addr: ROOK RD

QUALIFIED AGRICULTURAL PROPERTY EXEMPTION

Legal Description:

ORANGEVILLE TWP COM N 1/4 POST SEC 18-TN2-R10W, TH S0°44'53"E ALG SD 1/4 LI 932.48FT TO POB; TH S0°44'53"E 697.52'; TH S90°00'00" W 1323.35'; TH N 00°23'10" W 883.52' TO C/L CREEK, TH S76°19'15"E 558.56' ALG SD C/L; TH S86°01'50"E 779.35' TO POB SUBJ TO ESMTS OF RECORD (13T)

BALANCE OF DESCRIPTION ON FILE

TAX DETAIL

Taxable Value:	8,060	
State Equalized Value:	41,600	Class: 102
PRE/MBT %:	100.0000	
		Mort Code:

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.
Amounts with no millage are either Special Assessments or other charges added to this bill.

DESCRIPTION	MILLAGE	AMOUNT
ALLEGAN ISD	4.87280	39.27
SCHOOL OPER.	18.00000	EXEMPT
SCHOOL DEBT	7.00000	56.42
TWP ALLOCATED	0.87960	7.08
ROADS	1.46590	11.81
FIRE	0.74030	5.96
CHARLT PARK	0.22250	1.79
COMM ON AGE	0.48340	3.89
911	0.80000	6.44
TRANSIT	0.24430	1.96
MED CARE DEBT	0.69970	5.63
Total Tax	35.40850	140.25
Administration Fee		1.40
TOTAL AMOUNT DUE		141.65
PREV. PAYMENTS		
BALANCE DUE		**141.65**

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County:	JANUARY 1 - FEBRUARY 28
Twn/Cty:	FEBRUARY 28 - MARCH 1
School:	JUNE 30 - JULY 1
State:	OCTOBER 1 - SEPTEMBER 30

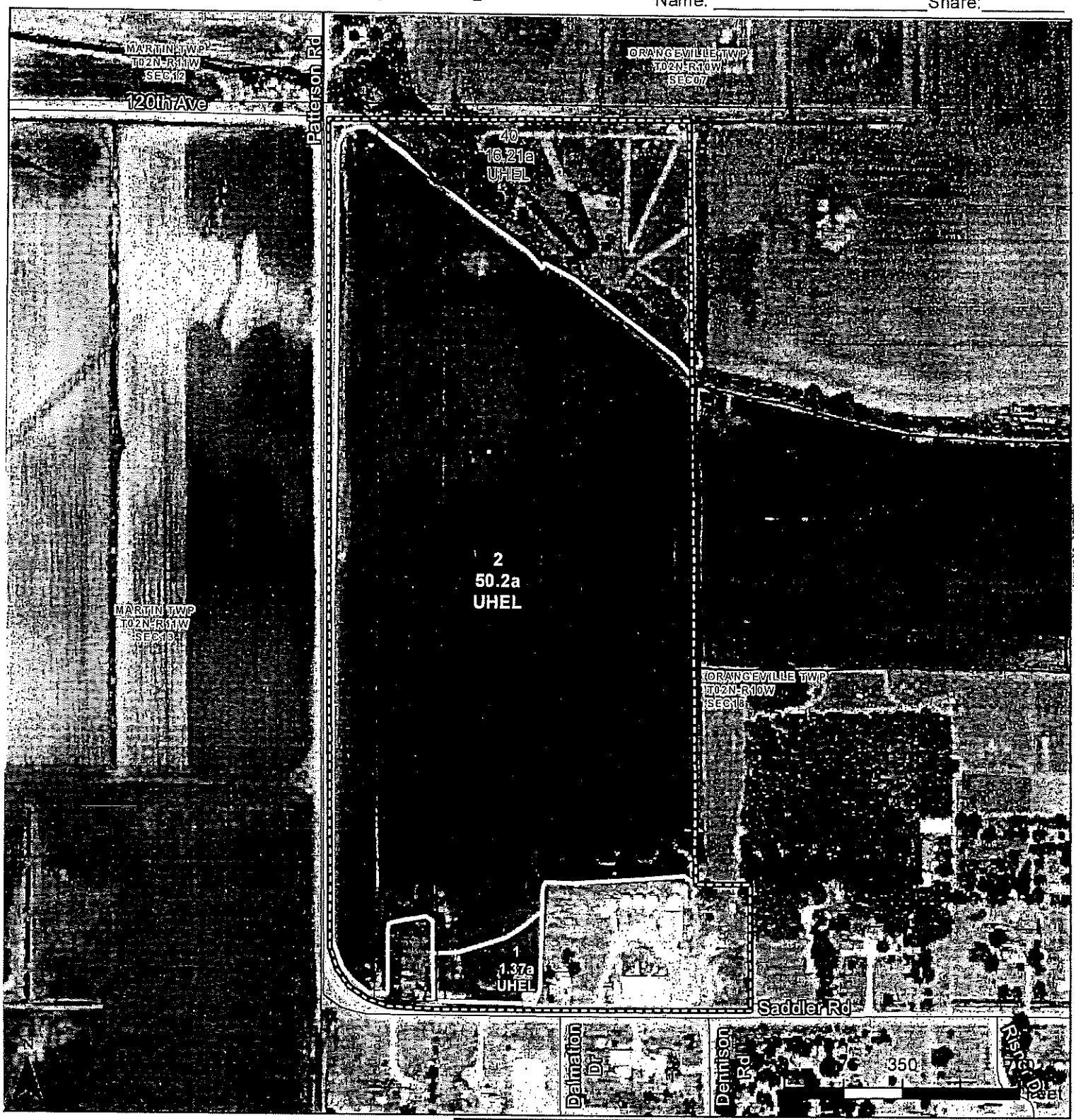
Does NOT affect when the tax is due or its amount

Mort Cod

USDA United States Department of Agriculture

Allegan County, Michigan

Name: _____ Share: _____
Name: _____ Share: _____
Name: _____ Share: _____



Common Land Unit

Common Land Unit*
CRP CLU
Tract Boundary
Section Lines
Cropland vs Noncropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions
- Areas of Concern *as of 4/1/20*

This box is applicable ONLY for certification maps. Options only valid if checked.

☐ Shares - 100% OP

☐ Certified Organic	☐ All Crops - NI
☐ CORN - YEL/GR	☐ WHEAT - GR (SRW or SWW)
☐ SOYS - COM/GR	☐ ALFALFA - FG or GZ
☐ DRY BEANS - DE	☐ MIXFG - FG or GZ

2020 Program Year

CLU Date: April 2, 2020
2018 NAIP Imagery

Farm 10042
Tract 9259

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Areas of concern represent potential wetland violations (CW, CW+Yr, CWNA, WTE, MIW, WX) included in the NRCS Certified Wetland Determination dataset. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS). Alternate year NAIP imagery may be displayed for tracts located in other states or along state borders.

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is entered into on May 17, 2019, between Harvey A. Leep, (Seller), and Ryan Tucker, (Purchaser).

RECITALS

A. Seller is a member in **G&H Leep, LLC**, a Michigan limited liability company (Company).

B. G&H Leep, LLC is a real estate holding company for a potato farming operation. (Conduct of Business).

C. The business and affairs of the Company are governed by an Operating Agreement dated August 21, 2009 made between the members of the Company (Operating Agreement).

D. Seller owns a fifty (50%) percent membership interest in the Company (Membership Interest).

E. Seller desires to sell and Purchaser desires to purchase the Membership Interest in accordance with the terms of this Agreement.

F. As a further condition to Buyer's willingness to purchase the Membership Interest, Seller has agreed to not compete with Buyer in the Conduct of the Business of the Company, except as to rental of real property currently owned by Seller or that Seller receives from the Company.

In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.**

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller at Closing, **$1,160,000.00** (Purchase Price) by delivery of a Promissory Note in the form of the attached **Exhibit A** in the aggregate principal amount of **$1,160,000.00**. In addition, Buyer agrees to pay Seller's summer and winter real estate taxes that may come due and owing for real property located at 1631 3rd Street Martin, Michigan 49070, Parcels #15-023-028-00 & #15-023-028-10, from execution of this agreement through Summer Taxes of 2034. Finally, Buyer agrees to provide fuel for reasonable motor vehicle transportation by Seller and Seller's spouse upon execution of this agreement through May 2034. To accommodate, Buyer shall provide Seller and his spouse a credit card to charge reasonable automobile fuel expense and Buyer shall pay the cost for the same. Said Note shall be secured as follows:

a. Mortgages consistent with the attached **Exhibit B.**

b. Security Agreement consistent with the attached **Exhibit C.**

c. Life insurance policy owned by the Company on the life of Seller, if Company elects to continue the same.

2. **Closing.**

The closing of the transactions contemplated by this Agreement (Closing) shall take place at the offices of Tripp and Tagg, Attorneys at Law, at a date and time as the Parties may mutually determine (Closing Date), provided, however, that the Closing Date shall be no later than **May 17, 2019**. At the Closing Seller will deliver to Buyer the Assignment of the Membership Interest in the form attached as **Exhibit D** and Buyer will deliver to Seller the Purchase Price and Security as provided in Paragraph 1 of this Agreement.

3. **Representations and Warranties of Seller.**

Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

A. Seller has full power and authority to execute and deliver this Agreement and to perform his obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.

B. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which he is bound.

C. Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. **Representation and Warranties of Buyer.**

Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

A. Buyer has full power and authority to execute and deliver this Agreement and to perform his obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.

B. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which he is bound.

5. **Investment Intent of Buyer.**

Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance on federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for his own account for investment purposes only and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer can bear the economic risk and lack of liquidity inherent in owing the Membership Interest.

6. **Closing Covenants and Conditions.**

Each of the Parties will use his reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

A. The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing.

B. Seller has performed and complied with all of his covenants made in this Agreement in all material respects at the Closing.

C. There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement.

D. Review and acceptance by Buyer of a title commitment as it relates to any real property owned by the Company.

7. **"As Is" Sale.**

Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks.

8. **Limited Indemnity by Seller.**

Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in his promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. **Terms of Operating Agreement.**

From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. **Covenant Not to Compete; Promise of Confidentiality.**

At the time of close, Seller and the Company shall execute the attached Noncompetition & Confidentiality Agreement marked as **Exhibit E.**

11. **Consents.**

Seller shall have obtained in writing a Resolution attached as **Exhibit F** necessary to consummate or facilitate consummation of this Agreement and any related transactions.

12. **Certain Closing Expenses.**

The parties shall be equally liable for all costs to facilitate this transaction, including but not limited to all attorney fees, federal, state, and local sales, use, excise, and documentary stamp taxes and all other taxes, duties, or other like charges properly payable on and in connection with the conveyance and transfer of the Purchased Membership Interest to Buyer and the title commitment listed in Paragraph 6(D). Notwithstanding anything above, Seller shall only be responsible for one-third (1/3) of any accounting fees associated with this transaction.

13. **No Brokers.**

Neither Seller nor Buyer have engaged, or are responsible for any payment to, any finder, broker, or consultant in connection with the transactions contemplated by this Agreement.

14. **Nonassignability.**

This Agreement shall not be assignable by any Party without the prior written consent of the other Party, except Seller shall be able to assign all proceeds from this sale to his Living Trust.

15. **Applicable Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16. **Entire Agreement.**

This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties.

17. **Counsel.**

Nathan E. Tagg "Attorney," has previously advised all parties to this transaction and the Company, collectively "the Parties," on various business, estate planning and other miscellaneous matters, most recently on or about March 2019.

The Attorney has advised the Parties of their right to seek their own counsel for any disputes or negotiations and as it may relate to this Membership Interest Purchase Agreement. The Attorney made clear he is only acting as a scrivener to capture the Parties' agreement which is outlined herein and is not and cannot act as an attorney for any or all parties to this transaction.

Each Party has been advised about all potential conflicts and has also been advised that the Attorney has a conflict and cannot act as an advocate or act as an attorney for any party to this agreement. The Parties each elect to waive any conflict of interests claim that they may have.

Each Party has been told that he may have another attorney review this and all associated documents before signing the same. Each Party has represented to the Attorney that he is sufficiently autonomous and competent to engage in negotiations without having counsel and that the agreement as drafted by the Attorney captures what each of the Parties believe is in their own best interests and is not the result of legal advice provided by Attorney.

The interests of the Parties in this matter are generally consistent in that they both strongly desire to reach an agreement consistent with the terms of this Membership Interest Purchase Agreement. The Parties' prior attorney-client relationship with the Attorney does not raise concerns for them. Each party was free at any time to withdraw from negotiations and obtain independent counsel and/or have other counsel act as scrivener to their agreement and they declined their option for the same.

The parties have executed this Agreement on the date listed on the first page.

SELLER:

Harvey A. Leep

BUYER:

Ryan Tucker

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On May 17, 2019, before me personally appeared **HARVEY A. LEEP**, who in my presence did execute the foregoing and who, being first duly sworn, deposes and says that he has read the foregoing by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge except as to those matters he believes to be true.

Nathan E. Tagg, Notary Public
Barry County, Michigan
My Commission Expires: 01/09/2021

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On May 17, 2019, before me personally appeared **RYAN TUCKER**, who in my presence did execute the foregoing and who, being first duly sworn, deposes and says that he has read the foregoing by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge except as to those matters he believes to be true.

Nathan E. Tagg, Notary Public
Barry County, Michigan
My Commission Expires: 01/09/2021

Drafted by:
Nathan E. Tagg (P68994)
Tripp & Tagg, Attorneys at Law
202 South Broadway
Hastings, Michigan 49058
(269) 948-2900
Q:\DHT Client Files\Leep Corporations\Tucker Purchase from Harvey\G&H\Purchase Agreement-G&H.docx

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is entered into on May 17, 2019, between Harvey A. Leep, (Seller), and Ryan Tucker, (Purchaser).

RECITALS

A. Seller is a member in **G&H Leep, LLC**, a Michigan limited liability company (Company).

B. G&H Leep, LLC is a real estate holding company for a potato farming operation. (Conduct of Business).

C. The business and affairs of the Company are governed by an Operating Agreement dated August 21, 2009 made between the members of the Company (Operating Agreement).

D. Seller owns a fifty (50%) percent membership interest in the Company (Membership Interest).

E. Seller desires to sell and Purchaser desires to purchase the Membership Interest in accordance with the terms of this Agreement.

F. As a further condition to Buyer's willingness to purchase the Membership Interest, Seller has agreed to not compete with Buyer in the Conduct of the Business of the Company, except as to rental of real property currently owned by Seller or that Seller receives from the Company.

In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.**

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller at Closing, **$1,160,000.00** (Purchase Price) by delivery of a Promissory Note in the form of the attached **Exhibit A** in the aggregate principal amount of **$1,160,000.00**. In addition, Buyer agrees to pay Seller's summer and winter real estate taxes that may come due and owing for real property located at 1631 3rd Street Martin, Michigan 49070, Parcels #15-023-028-00 & #15-023-028-10, from execution of this agreement through Summer Taxes of 2034. Finally, Buyer agrees to provide fuel for reasonable motor vehicle transportation by Seller and Seller's spouse upon execution of this agreement through May 2034. To accommodate, Buyer shall provide Seller and his spouse a credit card to charge reasonable automobile fuel expense and Buyer shall pay the cost for the same. Said Note shall be secured as follows:

a. Mortgages consistent with the attached **Exhibit B.**

b. Security Agreement consistent with the attached **Exhibit C.**

c. Life insurance policy owned by the Company on the life of Seller, if Company elects to continue the same.

2. **Closing.**

The closing of the transactions contemplated by this Agreement (Closing) shall take place at the offices of Tripp and Tagg, Attorneys at Law, at a date and time as the Parties may mutually determine (Closing Date), provided, however, that the Closing Date shall be no later than **May 17, 2019**. At the Closing Seller will deliver to Buyer the Assignment of the Membership Interest in the form attached as **Exhibit D** and Buyer will deliver to Seller the Purchase Price and Security as provided in Paragraph 1 of this Agreement.

3. **Representations and Warranties of Seller.**

Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

A. Seller has full power and authority to execute and deliver this Agreement and to perform his obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.

B. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which he is bound.

C. Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. **Representation and Warranties of Buyer.**

Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

A. Buyer has full power and authority to execute and deliver this Agreement and to perform his obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.

B. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which he is bound.

5. **Investment Intent of Buyer.**

Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance on federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for his own account for investment purposes only and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer can bear the economic risk and lack of liquidity inherent in owing the Membership Interest.

6. **Closing Covenants and Conditions.**

Each of the Parties will use his reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

A. The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing.

B. Seller has performed and complied with all of his covenants made in this Agreement in all material respects at the Closing.

C. There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement.

D. Review and acceptance by Buyer of a title commitment as it relates to any real property owned by the Company.

7. **"As Is" Sale.**

Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks.

8. **Limited Indemnity by Seller.**

Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in his promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. **Terms of Operating Agreement.**

From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. **Covenant Not to Compete; Promise of Confidentiality.**

At the time of close, Seller and the Company shall execute the attached Noncompetition & Confidentiality Agreement marked as **Exhibit E.**

11. **Consents.**

Seller shall have obtained in writing a Resolution attached as **Exhibit F** necessary to consummate or facilitate consummation of this Agreement and any related transactions.

12. **Certain Closing Expenses.**

The parties shall be equally liable for all costs to facilitate this transaction, including but not limited to all attorney fees, federal, state, and local sales, use, excise, and documentary stamp taxes and all other taxes, duties, or other like charges properly payable on and in connection with the conveyance and transfer of the Purchased Membership Interest to Buyer and the title commitment listed in Paragraph 6(D). Notwithstanding anything above, Seller shall only be responsible for one-third (1/3) of any accounting fees associated with this transaction.

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This Agreement shall not be assignable by any Party without the prior written consent of the other Party, except Seller shall be able to assign all proceeds from this sale to his Living Trust.

15. **Applicable Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16. **Entire Agreement.**

This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties.

17. **Counsel.**

Nathan E. Tagg "Attorney," has previously advised all parties to this transaction and the Company, collectively "the Parties," on various business, estate planning and other miscellaneous matters, most recently on or about March 2019.

The Attorney has advised the Parties of their right to seek their own counsel for any disputes or negotiations and as it may relate to this Membership Interest Purchase Agreement. The Attorney made clear he is only acting as a scrivener to capture the Parties' agreement which is outlined herein and is not and cannot act as an attorney for any or all parties to this transaction.

Each Party has been advised about all potential conflicts and has also been advised that the Attorney has a conflict and cannot act as an advocate or act as an attorney for any party to this agreement. The Parties each elect to waive any conflict of interests claim that they may have.

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The interests of the Parties in this matter are generally consistent in that they both strongly desire to reach an agreement consistent with the terms of this Membership Interest Purchase Agreement. The Parties' prior attorney-client relationship with the Attorney does not raise concerns for them. Each party was free at any time to withdraw from negotiations and obtain independent counsel and/or have other counsel act as scrivener to their agreement and they declined their option for the same.

The parties have executed this Agreement on the date listed on the first page.

SELLER:

Harvey A. Leep

BUYER:

Ryan Tucker

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On May 17, 2019, before me personally appeared **HARVEY A. LEEP**, who in my presence did execute the foregoing and who, being first duly sworn, deposes and says that he has read the foregoing by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge except as to those matters he believes to be true.

Nathan E. Tagg, Notary Public
Barry County, Michigan
My Commission Expires: 01/09/2021

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On May 17, 2019, before me personally appeared **RYAN TUCKER**, who in my presence did execute the foregoing and who, being first duly sworn, deposes and says that he has read the foregoing by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge except as to those matters he believes to be true.

Nathan E. Tagg, Notary Public
Barry County, Michigan
My Commission Expires: 01/09/2021

Drafted by:
Nathan E. Tagg (P68994)
Tripp & Tagg, Attorneys at Law
202 South Broadway
Hastings, Michigan 49058
(269) 948-2900
Q:\DHT Client Files\Leep Corporations\Tucker Purchase from Harvey\G&H\Purchase Agreement-G&H.docx

2

Michigan Department of Agriculture & Rural Development

FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body:
Date Received Sept. 1, 2020
Application No: 20-5

State:
Date Received _____
Application No: _____
Approved: _____ **Rejected** _____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Gard H Leep, LLC
   Last First Initial

   (If more than two see #15) _____
   Last First Initial

   Marital status of all individual men listed on application, if more than one, indicate status after each name:
   ☑ Married ☐ Single

2. Mailing Address: 389 118th Ave Shelbyville MI 49344
   Street City State Zip Code

3. Telephone Number: (Area Code) (269) 208-7035

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (616) 337-7035

5. E-mail address: hgleep@yahoo.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Barry 7. Township, City or Village: Orangeville

8. Section No. 07 Town No. 2N Range No. 10W

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)
10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.
11. Is there a tax lien against the land described above? ☐ Yes ☑ No
    If "Yes", please explain circumstances: _____
12. Does the applicant own the mineral rights? ☑ Yes ☐ No
    If owned by the applicant, are the mineral rights leased? ☐ Yes ☑ No
    Indicate who owns or is leasing rights if other than the applicant: _____
    Name the types of mineral(s) involved: _____
13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☑ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____
14. Is land being purchased under land contract ☐ Yes ☑ No: If "Yes", indicate vendor (sellers):
    Name: _____
    Address: _____
    Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

_____ _____
Date Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

__ 2 or more persons having a joint or common interest in the land
__ Corporation __ Limited Liability Company ✓ Partnership
__ Estate __ Trust __ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Glenn Leep Title: Partner

Name: Ryan Tucker Title: Partner

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

✓ a. 40 acres or more ——→ complete only Section 16 (a thru g);

____ b. 5 acres or more but less than 40 acres ——→ complete only Sections 16 and 17; or

____ c. a specialty farm ——→ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):
Cash crops
b. Total number of acres on this farm 44
c. Total number of acres being applied for (if different than above): _____
d. Acreage in cultivation: 39
e. Acreage in cleared, fenced, improved pasture, or harvested grassland: Ø
f. All other acres (swamp, woods, etc.) 5
g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings Ø Residence: _____ Barn: _____ Tool Shed: _____
Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
Poultry House: _____ Milking Parlor: _____ Milk House: _____
Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of $200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products** (not from rental income):

$_____ : _____ = $ _____ (per acre)
total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of $2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: $ _____
Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature of Applicant) _____ (Corporate Name, If Applicable)

(Co-owner, If Applicable) _____ (Signature of Corporate Officer)

8-31-02 _____ (Title)

(Date)

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: _____ **(Note: Local Governing Body has 45 days to take action)**

Action by Local Governing Body: Jurisdiction: _____

☐ County ☐ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected **Date of approval or rejection:** _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: $_____ is the current fair market value of the real property in this application.

II. Please verify the following:

_____ Upon filing an application, clerk issues receipt to the landowner indicating date received.

_____ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

_____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (sending a copy to reviewing agencies is required):	**Before forwarding to State Agency, FINAL APPLICATION SHOULD INCLUDE:**
COPY SENT TO:	___ Copy of Deed or Land Contract (most recent showing current ownership)
____County or Regional Planning Commission	___ Copy of most recent Tax Bill (must include tax description of property)
____Conservation District	___Map of Farm
____Township (if county has zoning authority)	___ Copy of most recent appraisal record
____City (if land is within 3 miles of city boundary)	___ Copy of letters from review agencies (if available)
____Village (if land is within 1 mile of village boundary)	___Any other applicable documents

Questions? Please call Farmland Preservation at (517) 284-5663

Map of Farm with Structures and Natural Features:

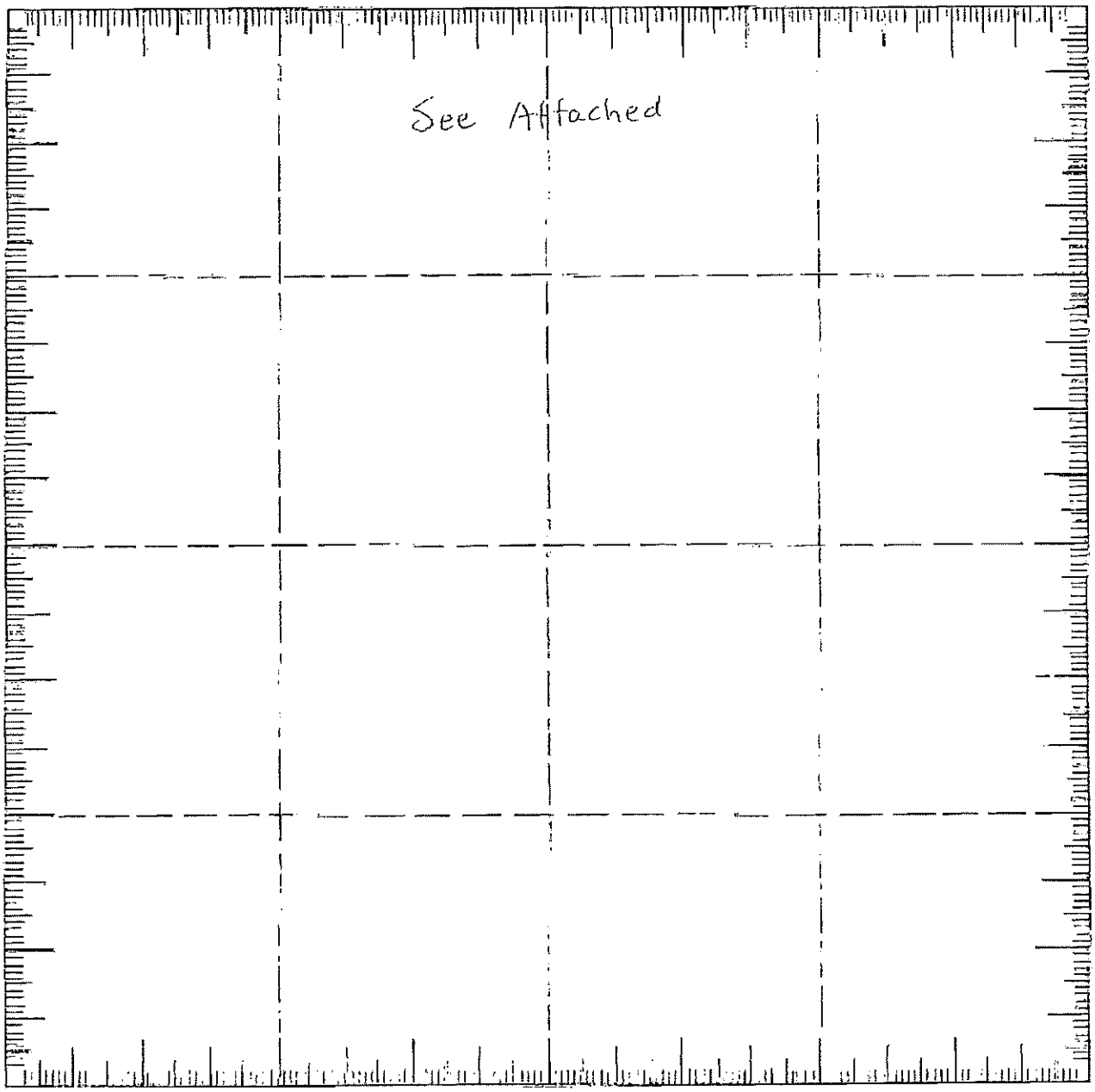
A. Show boundary of land cited in application. (Grid below is designed to represent a 5280 ft^2 (1 $mile^2$) Section)
B. Show all buildings (house(s), barn(s), etc.); also label roads and other avenues of travel (i.e. utility access, etc.).
C. Outline and designate the current uses of the property (crops, pasture, forest, swamp, etc.).
D. Clear copies of map(s) provided by USDA Farm Service Agency are acceptable, but please label any roads visible on map, structures and their use, etc.
Note: Any residential structures housing persons not directly associated with the farm operation must be excluded from the application. Please indicate if a building falls in this category and provide the appropriate property description for its exclusion. Unless the appropriate description is included, your application cannot be processed.

County Barry

Township Orangeville

T 2N R 10W Section 07

North



BARRY County
LIBER 543 PAGE 829 I

QUIT CLAIM DEED

LIBER 1340 PAGE 511

THIS DEED is made the 28th day of February, 1992 between GLENN LEEP and NANCY L. LEEP, husband and wife, of 389 - 118th Avenue, Shelbyville, MI 49344 and HARVEY LEEP and DEBRA K. LEEP, husband and wife, Route #1, Shelbyville, MI 49344 ("Grantor") and G & H LEEP, a Michigan co-partnership, of 389 - 118th Avenue, Shelbyville, MI 49344 ("Grantee").

Grantor, for no consideration, does hereby grant, transfer and quit claim to Grantee that real estate located in the Township of Orangeville, Barry County, Michigan, legally described as:

The West 1/4 of the West 1/2 of the Northwest 1/4 of Section 18, EXCEPT a parcel in the Southeast corner 125 feet East and West by 250 feet North and South thereof; ALSO the East 30 rods of the West 1/2 of the Northwest fractional 1/4 of Section 18; ALSO commencing at the Southwest corner of the East 1/2 of the Northwest 1/4 of said section; thence East 8 rods; thence North parallel with the West line of the East 1/2 of the Northwest 1/4 20 rods; thence West 8 rods; thence South 20 rods to the beginning, EXCEPT commencing 8 rods East of the Southwest corner of the East 1/2 of the Northwest 1/4 of said section; thence West 200 feet; thence North 160 feet; thence East 200 feet; thence South 160 feet to the beginning, all in Town 2 North, Range 10 West, Orangeville Township, Barry County, Michigan.

DEED A 7.5
CONSIDERATION A 7.5

This deed is exempt from revenue under the provisions of M.C.L.A. §207.505(a).

This deed is made without warranty.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year first above written.

Signed, sealed and delivered
in Presence of:

Terry Clark
Terry Clark

Naomi Martin
Naomi Martin

Glenn Leep
Glenn Leep

Nancy L. Leep
Nancy L. Leep

Harvey Leep
Harvey Leep

Debra K. Leep
Debra K. Leep

STATE OF MICHIGAN
COUNTY OF BARRY
RECEIVED FOR RECORD
MAY 14 8 40 AM '92
Sandy Schindelmeyer
REGISTER OF DEEDS

STATE OF MICHIGAN)
)ss
COUNTY OF Allegan)

On February 28th 1992, before me, a Notary Public, in and for said County, personally appeared Glenn Leep, Nancy L. Leep, Harvey Leep and Debra K. Leep, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Sandra K. Rolofs
Notary Public, Allegan Co.
My Commission Expires: 2-27-94

SANDRA K. ROLOFS NOTARY PUBLIC ALLEGAN COUNTY, MICHIGAN

Notary Public, Allegan Co., Michigan
My Commission Expires 2-27-94

Prepared By:
Ben A. Fowler
BORRE, PETERSON, FOWLER & REENS, P.C.
44 Lafayette, N.E., P.O. Box 1767
Grand Rapids, MI 49501

RECORDED 1992 MAY 14 PM 12:14

ORANGEVILLE TOWNSHIP 2019 Winter Bill #: 00643

MESSAGE TO TAXPAYER

WINTER TAX BILLS ARE DUE MARCH 2, 2020 BY 5PM. WILL NO LONGER ACCEPT POST MARKS. MAKE CHECK PAYABLE TO ORANGEVILLE TWP TREAS. RECEIPTS WILL BE MAILED UPON REQUEST. MARCH 3RD PAYMENT MUST BE MADE TO BARRY COUNTY TREAS. INTEREST AND PENALTY APPLIED. PLEASE MAKE CHECKS OR MONEY ORDER FOR EXACT AMOUNT OF TAX BILL. ANY QUESTIONS, CONTACT MICHELLE AT 269-664-4425 TREAS. HOURS MON. EVENINGS 5:30-7:30

PAYMENT INFORMATION

This tax is due by: 03/02/2020

Pay by mail to: ORANGEVILLE TOWNSHIP
MICHELLE RITCHIE
7350 LINDSEY RD
PLAINWELL MI. 49080

PROPERTY INFORMATION

Property Assessed To:
G & H LEEP PARTNERSHIP
389 118TH AVE
SHELBYVILLE, MI 49344

Prop #: 08-11-007-017-20 School: 08010
Prop Addr: PATTERSON RD
QUALIFIED AGRICULTURAL PROPERTY EXEMPTION
Legal Description:

ORANGEVILLE TWP COMM AT N 1/4 POST SEC 7-T2N-R10W, TH S 90 DEG W ON N LINE SD SEC 489.86 FT TO POB, TH S 0 DEG 13' 15" W 409.61 FT, TH S 15 DEG 44' 35" W 257 FT, TH S 35 DEG 10' 59" W 83.78 FT,TH S 69 DEG 20' 40" W533.62 FT, TH S 7 DEG 2' 18" W 405.87 FT TO E & W 1/8 LINE, TH N 89 DEG 59' 03" W ON 1/8 LINE 1197.37 FT TO A PT S 89 DEG 59' 03" E 33 FT FROM W1/8 POST, TH N 00DEG2' 42" E 984.38 FT; TH E 655 FT; TH N 02°02'42" E 332 FT TO N LINE SD SEC, TH N 90 DEG E ON N SEC LINE 1340.76 FT M/L TO POB. (13)

BALANCE OF DESCRIPTION ON FILE

TAX DETAIL

Taxable Value:	11,418	
State Equalized Value:	78,700	Class: 102
PRE/MBT %:	100.0000	
		Mort Code:

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.
Amounts with no millage are either Special Assessments or other charges added to this bill.

DESCRIPTION	MILLAGE	AMOUNT
BARRY ISD	2.29340	26.18
SCHOOL OPER.	18.00000	EXEMPT
SCHOOL DEBT	4.90000	55.94
TWP ALLOCATED	0.87960	10.04
ROADS	1.46590	16.73
FIRE	0.74030	8.45
CHARLT PARK	0.22250	2.54
COMM ON AGE	0.48340	5.51
911	0.80000	9.13
TRANSIT	0.24430	2.78
MED CARE DEBT	0.69970	7.98
Total Tax	30.72910	145.28
Administration Fee		1.45
TOTAL AMOUNT DUE		146.73
PREV. PAYMENTS		
BALANCE DUE		**146.73**

OPERATING FISCAL YEARS

The taxes on bill will be used for governmental operations for the following fiscal year(s):

County:	JANUARY 1 - FEBRUARY 28
Twn/Cty:	FEBRUARY 28 - MARCH 1
School:	JUNE 30 - JULY 1
State:	OCTOBER 1 - SEPTEMBER 30

Does NOT affect when the tax is due or its amount

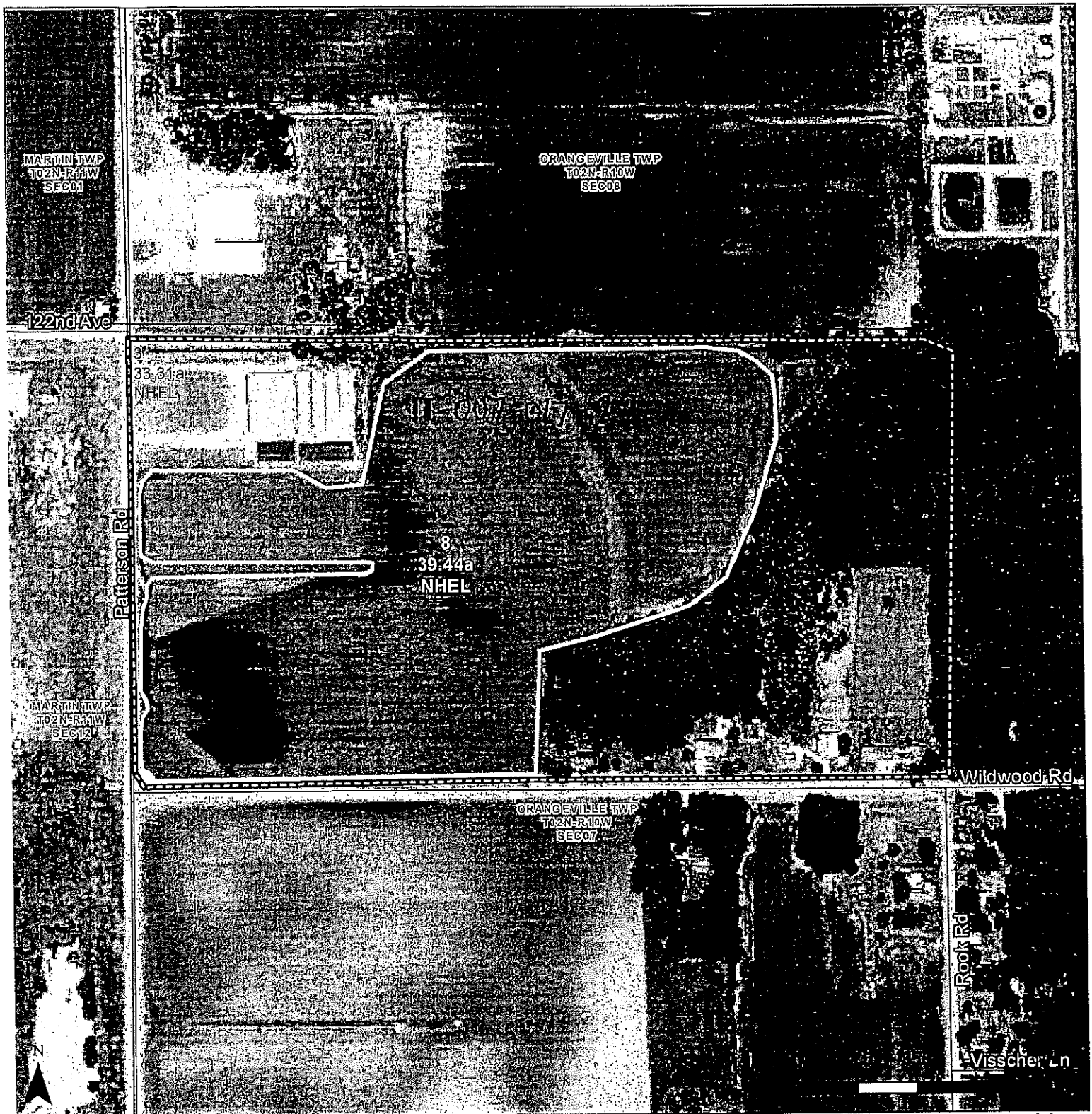
Please detach along perforation. Keep the top portion

[redacted]

USDA United States Department of Agriculture

Allegan County, Michigan

Name: _____ Share: _____
Name: _____ Share: _____
Name: _____ Share: _____



Common Land Unit

- Common Land Unit*
- CRP CLU
- Tract Boundary
- Section Lines

Cropland vs Noncropland

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions
- Areas of Concern *as of 4/1/20*

This box is applicable ONLY for certification maps. Options only valid if checked.

- ☐ Shares - 100% OP
- ☐ Certified Organic
- ☐ All Crops - NI
- ☐ CORN - YEL/GR
- ☐ WHEAT - GR (SRW or SWW)
- ☐ SOYS - COM/GR
- ☐ ALFALFA - FG or GZ
- ☐ DRY BEANS - DE
- ☐ MIXFG - FG or GZ

2020 Program Year

CLU Date: April 2, 2020
2018 NAIP Imagery

Farm **10042**
Tract **3488**

nited States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual wnership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and ssumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA rograms. Wetland identifiers do not represent the size, shape, or specific determination of the area. Areas of concern represent potential wetland violations (CW, CW+Yr, CWNA, WTE, MIW, WX) included in the NRCS Certified Wetland Determination dataset. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and eterminations or contact USDA Natural Resources Conservation Service (NRCS). Alternate year NAIP imagery may be displayed for tracts located in other states or along state borders.

PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is entered into on May 17, 2019, between Harvey A. Leep, (Seller), and Ryan Tucker, (Purchaser).

RECITALS

A. Seller is a member in **G&H Leep, LLC**, a Michigan limited liability company (Company).

B. G&H Leep, LLC is a real estate holding company for a potato farming operation. (Conduct of Business).

C. The business and affairs of the Company are governed by an Operating Agreement dated August 21, 2009 made between the members of the Company (Operating Agreement).

D. Seller owns a fifty (50%) percent membership interest in the Company (Membership Interest).

E. Seller desires to sell and Purchaser desires to purchase the Membership Interest in accordance with the terms of this Agreement.

F. As a further condition to Buyer's willingness to purchase the Membership Interest, Seller has agreed to not compete with Buyer in the Conduct of the Business of the Company, except as to rental of real property currently owned by Seller or that Seller receives from the Company.

In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.**

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller at Closing, **$1,160,000.00** (Purchase Price) by delivery of a Promissory Note in the form of the attached **Exhibit A** in the aggregate principal amount of **$1,160,000.00**. In addition, Buyer agrees to pay Seller's summer and winter real estate taxes that may come due and owing for real property located at 1631 3rd Street Martin, Michigan 49070, Parcels #15-023-028-00 & #15-023-028-10, from execution of this agreement through Summer Taxes of 2034. Finally, Buyer agrees to provide fuel for reasonable motor vehicle transportation by Seller and Seller's spouse upon execution of this agreement through May 2034. To accommodate, Buyer shall provide Seller and his spouse a credit card to charge reasonable automobile fuel expense and Buyer shall pay the cost for the same. Said Note shall be secured as follows:

a. Mortgages consistent with the attached **Exhibit B.**

b. Security Agreement consistent with the attached **Exhibit C.**

c. Life insurance policy owned by the Company on the life of Seller, if Company elects to continue the same.

2. **Closing.**

The closing of the transactions contemplated by this Agreement (Closing) shall take place at the offices of Tripp and Tagg, Attorneys at Law, at a date and time as the Parties may mutually determine (Closing Date), provided, however, that the Closing Date shall be no later than **May 17, 2019**. At the Closing Seller will deliver to Buyer the Assignment of the Membership Interest in the form attached as **Exhibit D** and Buyer will deliver to Seller the Purchase Price and Security as provided in Paragraph 1 of this Agreement.

3. **Representations and Warranties of Seller.**

Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

A. Seller has full power and authority to execute and deliver this Agreement and to perform his obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.

B. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which he is bound.

C. Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. **Representation and Warranties of Buyer.**

Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

A. Buyer has full power and authority to execute and deliver this Agreement and to perform his obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.

B. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which he is bound.

5. **Investment Intent of Buyer.**

Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance on federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for his own account for investment purposes only and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer can bear the economic risk and lack of liquidity inherent in owing the Membership Interest.

6. **Closing Covenants and Conditions.**

Each of the Parties will use his reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law.

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

A. The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing.

B. Seller has performed and complied with all of his covenants made in this Agreement in all material respects at the Closing.

C. There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement.

D. Review and acceptance by Buyer of a title commitment as it relates to any real property owned by the Company.

7. **"As Is" Sale.**

Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks.

8. **Limited Indemnity by Seller.**

Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in his promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. **Terms of Operating Agreement.**

From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. **Covenant Not to Compete; Promise of Confidentiality.**

At the time of close, Seller and the Company shall execute the attached Noncompetition & Confidentiality Agreement marked as **Exhibit E.**

11. **Consents.**

Seller shall have obtained in writing a Resolution attached as **Exhibit F** necessary to consummate or facilitate consummation of this Agreement and any related transactions.

12. **Certain Closing Expenses.**

The parties shall be equally liable for all costs to facilitate this transaction, including but not limited to all attorney fees, federal, state, and local sales, use, excise, and documentary stamp taxes and all other taxes, duties, or other like charges properly payable on and in connection with the conveyance and transfer of the Purchased Membership Interest to Buyer and the title commitment listed in Paragraph 6(D). Notwithstanding anything above, Seller shall only be responsible for one-third (1/3) of any accounting fees associated with this transaction.

13. **No Brokers.**

Neither Seller nor Buyer have engaged, or are responsible for any payment to, any finder, broker, or consultant in connection with the transactions contemplated by this Agreement.

14. **Nonassignability.**

This Agreement shall not be assignable by any Party without the prior written consent of the other Party, except Seller shall be able to assign all proceeds from this sale to his Living Trust.

15. **Applicable Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16. **Entire Agreement.**

This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties.

17. **Counsel.**

Nathan E. Tagg "Attorney," has previously advised all parties to this transaction and the Company, collectively "the Parties," on various business, estate planning and other miscellaneous matters, most recently on or about March 2019.

The Attorney has advised the Parties of their right to seek their own counsel for any disputes or negotiations and as it may relate to this Membership Interest Purchase Agreement. The Attorney made clear he is only acting as a scrivener to capture the Parties' agreement which is outlined herein and is not and cannot act as an attorney for any or all parties to this transaction.

Each Party has been advised about all potential conflicts and has also been advised that the Attorney has a conflict and cannot act as an advocate or act as an attorney for any party to this agreement. The Parties each elect to waive any conflict of interests claim that they may have.

Each Party has been told that he may have another attorney review this and all associated documents before signing the same. Each Party has represented to the Attorney that he is sufficiently autonomous and competent to engage in negotiations without having counsel and that the agreement as drafted by the Attorney captures what each of the Parties believe is in their own best interests and is not the result of legal advice provided by Attorney.

The interests of the Parties in this matter are generally consistent in that they both strongly desire to reach an agreement consistent with the terms of this Membership Interest Purchase Agreement. The Parties' prior attorney-client relationship with the Attorney does not raise concerns for them. Each party was free at any time to withdraw from negotiations and obtain independent counsel and/or have other counsel act as scrivener to their agreement and they declined their option for the same.

The parties have executed this Agreement on the date listed on the first page.

SELLER:

Harvey A. Leep

BUYER:

Ryan Tucker

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On May 17, 2019, before me personally appeared **HARVEY A. LEEP**, who in my presence did execute the foregoing and who, being first duly sworn, deposes and says that he has read the foregoing by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge except as to those matters he believes to be true.

Nathan E. Tagg, Notary Public
Barry County, Michigan
My Commission Expires: 01/09/2021

STATE OF MICHIGAN)
) ss.
COUNTY OF BARRY)

On May 17, 2019, before me personally appeared **RYAN TUCKER**, who in my presence did execute the foregoing and who, being first duly sworn, deposes and says that he has read the foregoing by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge except as to those matters he believes to be true.

Nathan E. Tagg, Notary Public
Barry County, Michigan
My Commission Expires: 01/09/2021

Drafted by:
Nathan E. Tagg (P68994)
Tripp & Tagg, Attorneys at Law
202 South Broadway
Hastings, Michigan 49058
(269) 948-2900
Q:\DHT Client Files\Leep Corporations\Tucker Purchase from Harvey\G&H\Purchase Agreement-G&H.docx

Barry County Planning Commission
Meeting Minutes
September 28, 2020

The meeting was called to order by Chairperson Clyde Morgan at 7:00 p.m. in the Community Room of the Tyden Center located at 121 South Church Street in Hastings. The Planning Commission members in attendance included: Morgan, John LaForge, Jack Miner, Joyce Snow, Jack Nadwornik, and Ben Geiger. Robert Vanderboegh was absent. Those also in attendance included: Suzan Miller, John Howland, Barry County Planning Director James McManus, and many other interested people.

Motion by Morgan to excuse Vanderboegh. Support by Nadwornik. All ayes - motion carried.

Motion by Geiger to approve the agenda as printed. Support by LaForge. All ayes - motion carried.

Motion by Nadwornik to approve the Minutes of August 24, 2020. Support by Miner. All ayes - motion carried.

BUSINESS

Morgan explained the procedures of a public hearing.

Special Uses

Case No. SP-6-2020 Suzan Miller (Property Owner)

Morgan recessed the Planning Commission, opened the public hearing, and asked Miller to present her appeal.

Miller said they would like to be able to park their trucks on their property. She said the parking area is to the rear of the house.

Morgan asked if anyone wished to speak in favor of the request.

Lonnie Miller noted they employ 10 people.

Chad Miller said it is a family business, and they try to help others.

Morgan asked if anyone was opposed.

Barb Earl noted that she had received numerous calls about the property. She said it is an eyesore. She said an approval could set a precedent.

Lloyd Hudson, a resident in the area, said the area is residential. He said the trucks speed down the road. He was concerned that the use was already established.

Katrina VanHoose noted the trucks travel at a high rate of speed which could be dangerous. She noted the trucks are intimidating.

Sharon Hudson said the roads are getting bad. She said the speed of the trucks is intimidating and her mailbox has been knocked over. She said it is a truck business, and she has to be extra cautious leaving her driveway. She said there are lots of lights on the property.

Joyce Foondle questioned the classification and noted it was more like a truck terminal. She noted terminals are mostly in industrial areas. She noted the parking ordinance classifies contractor's yards in the industrial section.

Lloyd Hudson said there was potentially another site on Sheffield Road. He noted the proposed parcel is only 1 1/2 acres in size.

Sharon Hudson noted the trucks start at 5 a.m. and can go as late as 10:30 p.m.

Miller rebutted that since Covid had started, most of the trucks are not running; she said they normally only have three trucks on site. She noted one of the trucks leaves for the entire week, and they usually do not work on weekends. She said she has lived in Barry County most of her life.

Morgan closed the public hearing and reconvened the Planning Commission.

LaForge asked if any specific permits were needed from the Road Commission. Miller said the roads are usable except for early spring, and she has obtained driveway permits. She said they do not drive on the dirt road.

Miner asked if this is an enforcement issue. McManus said yes.
Miner asked if all of the trucks were licensed. Miller said all but one was.
Miner asked if Uldricks Road was a Class A road. Miller said yes.
Miner asked about the hours of operation. Miller said they run during daylight hours.
Miner asked how many employees they had. Miller said eight, and her husband and sons work out of their home. She said the other employees and vehicles are subcontracted.

Snow noted there are more than three vehicles on the property. Miller agreed and noted one is a lease and one will be for sale.
Snow asked about any new buildings. Miller said they would like to build a workshop, but she noted the trucks are too big to store inside.
Snow noted the parking area is not paved. She asked if they use chemicals to keep the parking area dust-free. Miller said they could start.
Snow asked about any screening. Miller said they do not have any yet.
Snow asked if they have any hazardous materials. Miller said no, and any used oil goes to her son-in-law's for recycling.

Morgan noted loaded semis do less damage to the road than empty trucks.

Miller noted her property is circled by cornfields and woods.

Nadwornik asked if they haul gravel. Miller said yes, but the trucks leave in the morning and return at night.
Nadwornik asked about the flatbeds. Miller said they haul lumber for the Amish.
Nadwornik said the use was more of a park yard. Miller agreed.
Nadwornik asked if there would be any other trucks other than the five on site. Miller said no.

Geiger asked if there would be any additional lighting. Miller said no.
Geiger asked about the turn radius onto Ferris Road. Miller said it was acceptable, and they usually give cars the right-of-way.
Geiger asked about repairs. Miller said a third-party takes care of that, usually off-site.

Morgan asked about the use of jake brakes, and noted they can be noisy. Miller said they have used them as it saves motors.

Miner asked how long they have been in business. Miller said 5 1/2 years.
McManus noted they have not been at this site that long.
Miller said they have been on site since December 2019.

Miner asked if the piece of green equipment was usable. Miller said yes.
Miner asked about any other vehicles. Miller said there is a bus parked which has been used for church events.

Miller noted the tanker has not been used. Miner questioned why it has not been sold yet. Miller said the price of oil is too low.

Morgan asked if they had any other jobs. Miller said she is a manager at Walmart.

Nadwornik asked why the special use was classified as a contractor's yard. McManus said for the storage of trucks and noted the Planning Commission had approved other contractor's yards for truck storage.

Geiger noted other issues such as headlights and noise issues were not addressed in the application.

Nadwornik noted the hours of operation will need to be defined.

McManus commented that Step 1 was to determine if the site was appropriate for the use; then, if it was, to look at stipulations.
Morgan asked if there were any limitations to fencing height. McManus said no.

Snow asked about the hours of operation and what daylight meant. Miller said they typically run from 7-5. Lonnie Miller said they transport gravel from Carpenter's gravel.

Snow asked where Miller was previously located. Miller said they lived in North Dakota and Baldwin. Miller said they were temporarily at her family's property on Fruin Road.

Morgan asked if gravel hauling would be their primary focus. Miller said hopefully, but also noted lumber transport for the Amish.

Geiger asked about oil transport. Miller said not any longer.

Morgan asked where the trucks were fueled. Miller said at Goldsworthy's.

Geiger said there needed to be additional details on the site plan.

Motion by LaForge to approve Case No. SP-6-2020. The motion died due to a lack of support.

Motion by Miner to deny Case No. SP-6-2020. Support by Geiger.

Geiger asked for a five-minute recess.

Morgan recessed the Planning Commission at 7:55 p.m.

Morgan reconvened the Planning Commission at 8:00 p.m.

Miner clarified his denial to be based on Section 2302, A.6. and 7 of the Barry County Zoning Ordinance of 2008, as amended. Geiger asked why.

Miner noted traffic, noise, and vibrations are issues.

Miner noted there is not enough room to effectively berm the property, and he did not think the site could comply with all aspects of the ordinance. Geiger supported the base of denial.

Geiger suggested tabling the request for 60 days. There was not support for tabling.

Roll call vote on the original motion to deny: 6 ayes - 0 nays - motion carried. Special Use Denied.

Case No. SP-7-2020 John V. Howland (Property Owner)

Morgan recessed the Planning Commission, opened the public hearing, and asked Howland to present his request.

Howland said he has been fixing lawn mowers, but the work has gotten more than anticipated. He said he is a one-man-show, but he could use a bigger shop. He noted he has less than five gallons of gas on site, and there is a small amount of waste oil. He said he recycles as much as he can.

Morgan asked if anyone wished to speak in favor of the request.

Katie Morrison noted Howland has fixed her equipment, and she is in favor of small business.

Jennifer Howland noted it is more like a hobby and noted their home is on the property. She said nothing can be seen from the road and noted there will be no additional buildings. She said they are less expensive than big-box stores.

Bruce Long noted he travelled from Delton to have his mower fixed.

Morrison said it is not an eyesore.

Howland said he works at most 8-5 Monday-Friday and 1/2 days on Saturday.

Morgan closed the public hearing and reconvened the Planning Commission.

LaForge noted the property has a number of pine trees on it. He said it looks like a typical workshop.
LaForge asked about used-oil storage. Howland said he has a metal container that fills after five or six oil changes.
LaForge suggested using a secondary containment system.

Snow asked if he had any employees. Howland said no.
Snow asked if Howland had another job. Howland said yes.

Motion by Snow to approve Case No. SP-7-2020 per Section 2302.A.1.-7. of the Barry County Zoning Ordinance of 2008, as amended. Support by Geiger.

Roll call vote taken: 6 ayes - 0 nays - motion carried. Special Use Approved.

Farmland Agreements

#20-04, #20-5 **G & H Leep, LLC**

McManus noted the properties are in Section 7 and 18 of Orangeville Township. He said they are both planned and zoned as Rural Residential and agriculture is allowed as a by- right use.

Motion by Geiger to recommend approval of #20-04 and #20-05 to the Board of Commissioners. Support by LaForge. All ayes - motion carried.

#20-06 **Donald & Lisa Johnson**

McManus noted (3) parcels are included in the application. He noted two of these are planned as Low Density Residential and one is planned as Rural Residential which makes it complicated.

He noted the plan was completed 13 years ago and the property has been farmed continuously during that time. He noted if the request was to be denied, Johnson could appeal to the State, so he recommended it be approved.

Motion by LaForge to recommend approval of #20-06 to the Board of Commissioners. Support by Snow. All ayes - motion carried.

Motion by LaForge to adjourn the meeting. Support by Miner. All ayes - motion carried.

Meeting adjourned at 8:25 p.m.

Respectfully submitted,

Joyce Snow, Secretary

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: COW, October 20, 2020

DEPARTMENT: Remonumentation / County Surveyor

PREPARED BY: Susanne Huebner, Remonumentation Grant Administrator

SUBJECT: Amendment of Existing 2020 Monumentation Surveyor Agreements, Intent to Terminate Existing 2020 Agreement with Carr & Associates, LLC, and Adjustments of Individual Line Items to the Remonumentation Fund Acct# 244 for Payroll Expenditures and Operating Expenditures.

SPECIFIC ACTION(S) REQUESTED:

1) To recommend to the Board of Commissioners approval of the attached amended 2020 Monumentation Monumentation Surveyor Contracts to reflect increased compensation amounts for Arrow Land Survey, Crane Land Survey, Exxel Engineering, Pathfinder Engineering Inc, and Brian Reynolds dba Reynolds Land Surveying & Mapping, P.C. (as shown in Attachment A) to reallocate $5775.00 of grant money originally awarded as compensation to Carr & Associates, LLC in their 2020 contract, and approval to terminate the existing 2020 Monumentation Surveyor Agreement for Carr & Associates, LLC per Article XIX of the contract approved by the Board of Commissioners on 02/25/2020.

2) To recommend to the Board of Commissioners approval of individual line item adjustments to Remonumentation Fund Account #244 to reflect 2020 approved State grant amounts as outlined below.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

DESCRIPTION OF ACTION:

The Grant Administrator is asking the Board of Commissioners to approve that an additional $1,000 each be added to existing 2020 contracts for Arrow Land Survey, Crane Land Survey, Exxel Engineering, and Pathfinder Engineering Inc; an additional $1775.00 be added to the existing 2020 contract for Brian Reynolds dba Reynolds Land Surveying & Mapping, P.C., for a combined total of $5,775.00, which reflects the grant money originally awarded to Carr & Associates, LLC as compensation for work in their 2020 contract. (The original contracts were approved by the Board of Commissioners on 02/25/2020.)

As of this date, no corners have been completed by Carr & Associates, LLC as Mr. Robert Carr of Carr & Associates, LLC sadly passed away earlier this year and the company currently, to the best of the Remonumentation Program's and grant administrator's knowledge, does not have a certified surveyor employed to complete the assigned corners. (Certified surveyor Mr. Ryan Miller resigned from his surveyor position with the company as of October 01, 2020.) Subsequently, the Grant Administrator is requesting that the Board of Commissioners approve the termination of the existing 2020 Monumentation Surveyor Agreement for Carr & Associates, LLC by the County per Article XIX of their contract based on Mr. Carr's passing.

The Grant Administrator is asking the Board of Commissioners to approve the following line item adjustments to the Account # 244 in regards to Payroll and Operating Expenditures to reflect the approved amounts in the 2020 State grant as attached.

TIME FRAME OF ACTION: ASAP

FUNDING REQUIRED: YES_____ NO __X_____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) __State_____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.)_____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS:_____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached Attachment A.

CONTACT PERSON WITH PHONE NUMBER: Susanne Huebner , (269) 945-1290.

BARRY COUNTY

BARRY COUNTY REMONUMENTATION PROGRAM

220 W. STATE ST. HASTINGS, MI 49058
PH. (269) 945-1292 FAX (269) 948-4833

ATTACHMENT

A

AMENDED

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **ARROW LAND SURVEYS** whose business address is **335 WILLOW RUN, WAYLAND MI 49348** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.

   A. Research of public and private records for information regarding public land corners.

   B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.

D. Record keeping of all field activities and corner research in accordance with acceptable County standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks.

II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of $6775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

IV. Monumentation Surveyor's Office,Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.

VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.

VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.

VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.

D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

E. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
    a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
    b) Independent Contractor Coverage.
    c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owed, and hired vehicles.
5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood an agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than. $500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.

XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

_____
Michigan Professional Surveyor
No. _____

Company _____

_____
Date

WITNESSED BY:

_____

_____
Date

COUNTY OF BARRY

_____
Susanne Huebner
Grant Administrator

_____
Date

_____
Heather Wing – Chairperson
Barry County Board of Commissioners

_____
Date

AMENDED

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **CRANE LAND SURVEYING, P.C.** whose business address is **14250 BEADLE LAKE RD, SUITE 130, BATTLE CREEK, MI 49014** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.

   A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.

D. Record keeping of all field activities and corner research in accordance . with acceptable County standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks.

II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of $6775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

IV. Monumentation Surveyor's Office,Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.

VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.

VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.

VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.

D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

E. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
    a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
    b) Independent Contractor Coverage.
    c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owed, and hired vehicles.
5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood an agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than. $500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.

XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

_____
Michigan Professional Surveyor
No. _____

Company _____

_____
Date

WITNESSED BY:

_____

_____
Date

COUNTY OF BARRY

_____
Susanne Huebner
Grant Administrator

_____
Date

_____
Heather Wing – Chairperson
Barry County Board of Commissioners

_____
Date

AMENDED

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **EXXEL ENGINEERING, INC.** whose business address is **5252 CLYDE PARK AVE SW, GRAND RAPIDS MI 49509** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.

   A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.

D. Record keeping of all field activities and corner research in accordance . with acceptable County standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks.

II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of $6775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

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IV. Monumentation Surveyor's Office,Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.

VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.

VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.

VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.

D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

E. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
    a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
    b) Independent Contractor Coverage.
    c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owed, and hired vehicles.
5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood an agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than. $500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.

XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

_____
Michigan Professional Surveyor
No. _____

Company _____

_____
Date

WITNESSED BY:

_____

_____
Date

COUNTY OF BARRY

_____
Susanne Huebner
Grant Administrator

_____
Date

_____
Heather Wing – Chairperson
Barry County Board of Commissioners

_____
Date

AMENDED

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **PATHFINDER ENGINEERING, INC.** whose business address is **2335 BYRON CENTER AVE SW, BYRON CENTER MI 49315**(hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.

   A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74, 1970 and presentation of all data to peer review committee and approval.

D. Record keeping of all field activities and corner research in accordance with acceptable County standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks.

II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of $6775.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

IV. Monumentation Surveyor's Office,Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.

VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.

VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.

VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.

D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

E. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
    a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
    b) Independent Contractor Coverage.
    c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owed, and hired vehicles.
5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood an agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than. $500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.

XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one year increments up to a term of five years.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

_____
Michigan Professional Surveyor
No. _____

Company _____

_____
Date

WITNESSED BY:

_____

_____
Date

COUNTY OF BARRY

_____
Susanne Huebner
Grant Administrator

_____
Date

_____
Heather Wing – Chairperson
Barry County Board of Commissioners

_____
Date

AMENDED

Monumentation Surveyor Agreement

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the BARRY COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Board"), acting on behalf of the COUNTY OF BARRY, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **BRIAN REYNOLDS, P.S. 31622,** doing business as **REYNOLDS LAND SURVEYING & MAPPING, P.C.** whose business address is **PO BOX 132, MI 49058** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "1990 PA 345") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry county; and

WHEREAS, the County Representative and the Barry County Central Services Committee has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990 as amended; and

WHEREAS, the Board, upon the recommendation of the County Representative and Central Services, accepts the Remonumentation Surveyors offer subject to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

I. Scope of Services: The Monumentation Surveyor shall perform the following services under the Guidelines of the County representative and the Requirements set forth in Public Act 345 of 1990 Defined in the Barry County Monumentation Plan.

   A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of P. A. 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Corner Recordation Certificates in a form prescribed herein as addendum B under the guidelines of P.A.74,1970 and presentation of all data to peer review committee and approval.

D. Record keeping of all field activities and corner research in accordance with acceptable County standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks.

II. Compensation: Monumentation Surveyor shall be compensated for the services performed under this agreement per prevailing market rates, but the total amount shall not exceed the sum of $10,445.00.

The Monumentation Surveyor shall submit a bill the Grant Administrator in the Land Information Services Office on or before December 15th of the contract year. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due Monumentation Surveyor for the billing period. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts payable.

III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

IV. Monumentation Surveyor's Office,Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.

V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.

VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.

VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and under the guidelines of MDOT when doing any work in a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of the Agreement, and grounds for its immediate termination by the County.

VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

IX. Non-Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.

B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.

C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.

D. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

E. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

XII. Liability Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of the Agreement, liability insurance: coverage with limits of not less than the following:

1. Worker's Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. General Liability (occurrence basis only) with the following coverage inclusions:
    a). Broad Form General Liability Endorsement or equivalent, if not in policy property.
    b) Independent Contractor Coverage.
    c) Contractual Liability.

4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owed, and hired vehicles.
5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, an/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood an agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than. $500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.

B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Barry County Grant Administrator with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.

C. In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former state of Michigan employee who:

A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and

B. Is less than 62 years of age; and

C. Performed services under this Agreement during the month.

No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of the Agreement.

XIV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.

XVII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 1st day of April, 2020. The surveyor shall complete all field activities by no later than the 1st day of November, 2020 and all office activities by no later than the 1st day of December, 2020. This Agreement shall terminate on the 31st day of December, 2020 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XXI. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

MONUMENTATION SURVEYOR:

_____
Michigan Professional Surveyor
No. _____

Company _____

_____
Date

WITNESSED BY:

_____

_____
Date

COUNTY OF BARRY

_____
Susanne Huebner
Grant Administrator

_____
Date

_____
Heather Wing – Chairperson
Barry County Board of Commissioners

_____
Date

10/15/2020
Periods: 1 through 13

1/1/2020 through 12/31/2020

236 REMONUMENTATION FUND

Account Number		*Adjusted Appropriation*		*Expenditures*	*Year-to-date Expenditures*	*Balance*	*Prct Used*
244	REMONUMENTATION						
244-703-000	SALARY	10,205.00		8,242.50	8,242.50	1,962.50	80.77
244-703-010	LONGEVITY PAY	600.00		0.00	0.00	600.00	0.00
244-707-000	PER DIEMS	0.00	4,800	2,600.00	2,600.00	-2,600.00	0.00
244-715-000	EMPLOYERS SHARE FICA	827.00		204.96	204.96	622.04	24.78
244-716-010	HEALTH INSURANCE CLAIMS	8,683.00		7,130.20	7,130.20	1,552.80	82.12
244-716-020	DENTAL/OPTICAL INSURANCE	500.00		0.00	0.00	500.00	0.00
244-717-000	LIFE INSURANCE	0.00		0.00	0.00	0.00	0.00
244-718-000	EMPLOYER SHARE RETIREMENT	2,864.00		2,007.81	2,007.81	856.19	70.11
244-719-060	W/COMP CLAIM APPROPRIATION	46.00		37.17	37.17	8.83	80.80
244-727-000	OFFICE SUPPLIES	500.00	-500	0.00	0.00	500.00	0.00
244-748-000	OTHER SUPPLIES	1,000.00	-187	0.00	0.00	1,000.00	0.00
244-816-000	CONTRACTUAL SERVICES	46,700.00	-600	6,165.00	6,165.00	40,535.00	13.20
244-816-010	SERVICE CONTRACTS	1,800.00	-1800	0.00	0.00	1,800.00	0.00
244-816-030	EQUIPMENT RENTAL LABOR	200.00	-200	0.00	0.00	200.00	0.00
Total	REMONUMENTATION FUND	73,925.00	1513	26,387.64	26,387.64	47,537.36	35.70
Grand Total		73,925.00	75,438	26,387.64	26,387.64	47,537.36	35.70

2021 Grant Awards

- Grant awards changed on September 16, 2020 to reflect an increase from $4.8 million to $5.5 million.

COUNTY	2021 GRANT
ALCONA	$ 38,756.00
ALGER	$ 48,823.00
ALLEGAN	$ 73,681.00
ALPENA	$ 36,248.00
ANTRIM	$ 36,180.00
ARENAC	$ 23,807.00
BARAGA	$ 46,915.00
BARRY	$ 46,796.00
BAY	$ 34,006.00
BENZIE	$ 23,393.00
BERRIEN	$ 62,328.00
BRANCH	$ 36,429.00
CALHOUN	$ 73,315.00
CASS	$ 38,482.00
CHARLEVOIX	$ 32,204.00
CHEBOYGAN	$ 44,923.00
CHIPPEWA	$ 86,740.00
CLARE	$ 40,683.00
CLINTON	$ 46,567.00
CRAWFORD	$ 33,192.00
DELTA	$ 67,788.00
DICKINSON	$ 44,318.00
EATON	$ 51,396.00
EMMET	$ 35,351.00
GENESEE	$ 118,243.00
GLADWIN	$ 34,585.00
GOGEBIC	$ 59,028.00
GR. TRAVERSE	$ 53,304.00

COUNTY	2021 GRANT
GRATIOT	$ 40,310.00
HILLSDALE	$ 41,133.00
HOUGHTON	$ 58,367.00
HURON	$ 52,250.00
INGHAM	$ 80,493.00
IONIA	$ 42,994.00
IOSCO	$ 36,892.00
IRON	$ 62,036.00
ISABELLA	$ 42,053.00
JACKSON	$ 68,899.00
KALAMAZOO	$ 81,776.00
KALKASKA	$ 31,651.00
KENT	$ 115,772.00
KEWEENAW	$ 27,877.00
LAKE	$ 34,961.00
LAPEER	$ 54,172.00
LEELANAU	$ 28,562.00
LENAWEE	$ 60,127.00
LIVINGSTON	$ 52,883.00
LUCE	$ 46,689.00
MACKINAC	$ 55,655.00
MACOMB	$ 216,745.00
MANISTEE	$ 37,067.00
MARQUETTE	$ 106,656.00
MASON	$ 34,082.00
MECOSTA	$ 39,529.00
MENOMINEE	$ 57,915.00
MIDLAND	$ 45,096.00

COUNTY	2021 GRANT
MISSAUKEE	$ 33,753.00
MONROE	$ 60,109.00
MONTCALM	$ 52,759.00
MONTMORENCY	$ 31,837.00
MUSKEGON	$ 45,742.00
NEWAYGO	$ 55,518.00
OAKLAND	$ 322,165.00
OCEANA	$ 36,590.00
OGEMAW	$ 36,291.00
ONTONAGON	$ 67,872.00
OSCEOLA	$ 38,316.00
OSCODA	$ 32,312.00
OTSEGO	$ 35,586.00
OTTAWA	$ 62,270.00
PRESQUE ISLE	$ 38,112.00
ROSCOMMON	$ 37,951.00
SAGINAW	$ 76,031.00
ST. CLAIR	$ 80,316.00
ST. JOSEPH	$ 39,182.00
SANILAC	$ 59,829.00
SCHOOLCRAFT	$ 61,437.00
SHIAWASSEE	$ 42,119.00
TUSCOLA	$ 57,440.00
VAN BUREN	$ 50,663.00
WASHTENAW	$ 102,484.00
WAYNE	$ 711,327.00
WEXFORD	$ 36,955.00
TOTAL	$ 5,325,089.00