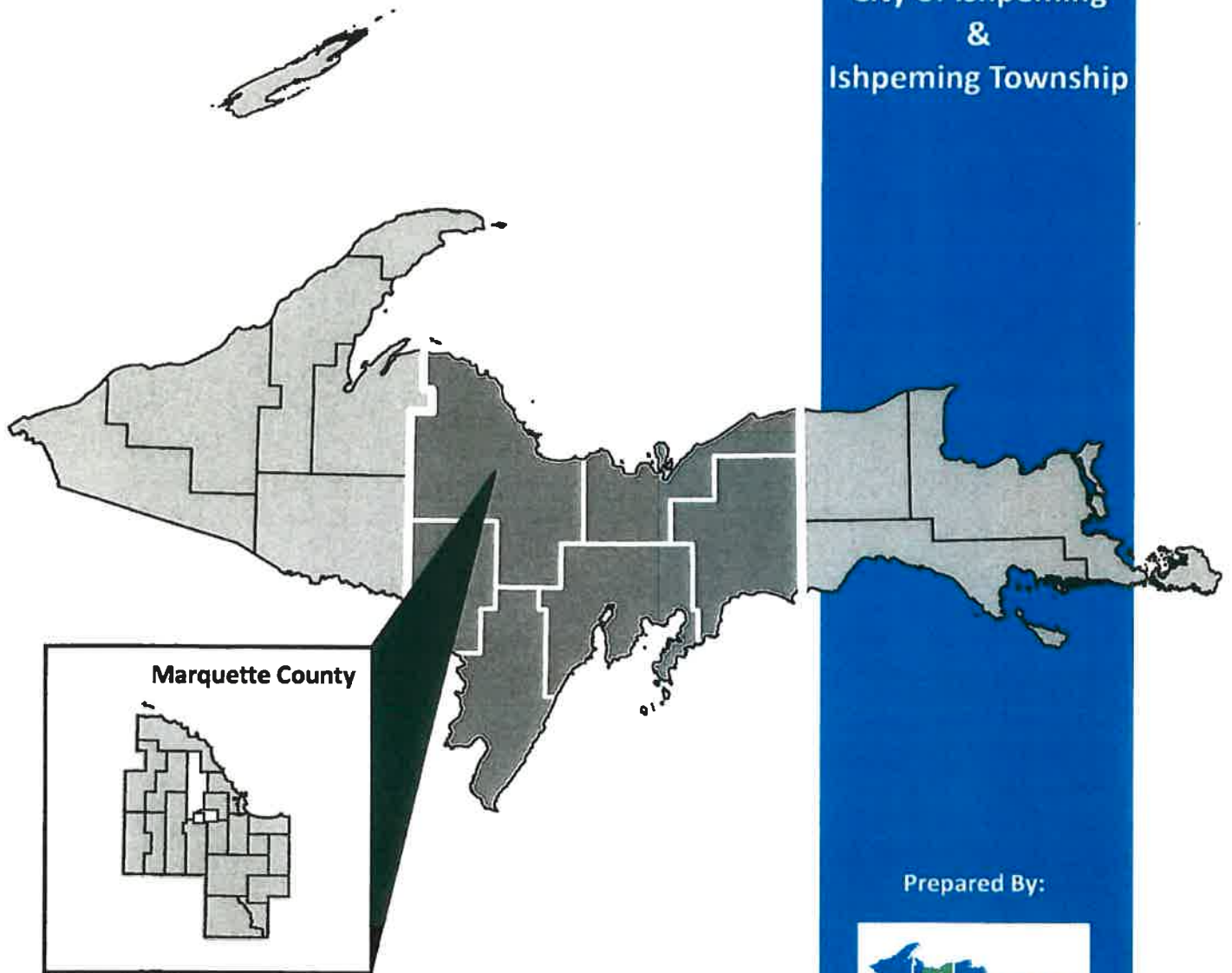


City of Negaunee
City of Ishpeming
&
Ishpeming Township



Prepared By:



Teal Lake - Deer Lake Recreation Study

August 2009

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Introduction

This report provides a synopsis of the study prepared by CUPPAD on behalf of the City of Ishpeming, Ishpeming Township, and the City of Negaunee. In April 2008, contracts were signed to create a joint recreation plan encompassing all three units of government and the Al Quaal Recreation Area. Initial meetings were held in April in Ishpeming and the entire site, including the Al Quaal Area, was toured on June 4, 2008. In June 2008, concerns were voiced about the control of the Al Quaal Recreation area and about mixed budgeting for the area. It was decided that the Al Quaal Area would remain entirely under the ownership and control of the City of Ishpeming, and the communities were left to determine how they wanted to proceed.

In October of 2008, the contract was revised, changing the scope of work from the creation of a recreation plan to CUPPAD preparing initial documents, including some preliminary development ideas and submitting them to the three communities for review. CUPPAD's role was to facilitate two community data-gathering meetings, compile the data collected and prepare a report on the recommendations obtained from the public input.

On February 4 and March 18 of 2009, publicly advertised meetings were held at the Ishpeming Township Hall and at the Negaunee Senior Center to obtain public input. A nominative group process was conducted by CUPPAD to obtain and analyze the desirable activities and to eliminate those activities felt not to be desirable.

On June 9, 2009, CUPPAD met with the managers of the three units of government and it was decided that each unit of government would identify on maps provided by CUPPAD the local government's recommendation for each of the amenities identified as desirable. The managers of the local units of government would then take the final report to each of their respective councils or boards for adoption as an amendment to each community's recreation plan, with any changes or amendments determined by the local unit of government. Any additions to the report could then be made through the local unit of government.

The remainder of this report is a compilation of the data collected and recommendations.

Executive Summary

Activities Identified as Desirable

1. **Primitive camping** – The group defined primitive camping as tents but not motorized RV-type camping
2. **Camping using cabins or yurts** – Due to cost and the potential for vandalism, this might not be an immediate activity
3. **Trails** – Non-motorized multi-purpose trails of varying difficulty, interpretive nature trails, snowshoe trails, hiking trails, cross country ski trails, and bicycle trails
4. **Nature Observation/Bird Watching** – May include observation platforms, blinds, and interpretive signage.
5. **Picnic Areas** – Picnic areas were recognized as highly desirable features
6. **Permanent Restrooms**
7. **Garbage cans** – would be scattered throughout the trail system
8. **Mushrooming/Foraging**
9. **Interpretive and Directional Signage**
10. **Fishing platforms**
11. **Canoe/kayak/Sailboat Support** – defined as livery, storage or other secured place to keep a non-motorized boat without having to load and unload the boat onto a car or trailer
12. **Stable with horse trails**
13. **Archery Range**
14. **Star Gazing**
15. **Assembly Area or Council Ring**
16. **Day Camping**
17. **Orienteering and Geo-caching**
18. **Frisbee Golf**

Community Description

The Al Quaal-Teal Lake-Deer Lake Recreation Area is a joint project of the City of Negaunee, the City of Ishpeming, and Ishpeming Township. **The communities each retain ownership and ultimate responsibility for their portion of the Recreation Area, which they have contributed to the project.** The three communities adjoin and share characteristics and unless otherwise stated shall be treated as a single entity for the purposes of this plan.

Administrative Structure

Each community has a Park and Recreation Commission that advises the community's governing body on matters involving recreation issues. While the three local units of government work together, no agreement as to a joint recreation authority by the three units of government was reached. Therefore, a recommendation has been made that it is in their best interest to adopt this report as an amendment to their individual local recreation plans. This would allow each community control of the property under their

current jurisdiction, and would allow each community to develop its own budget, which may or may not supplement any specific joint project.

Demographics:

The combined population of the three municipalities in 2000 was 14,784. The female population is 7,720. There were 817 children under the age of five years, 859 aged five to nine years, 1,013 children aged ten to fourteen and 1,097 fourteen to nineteen years of age.

Adult populations in 2000 were 2,532 persons of both sexes between the ages of twenty and thirty-four years, 4,400 persons of both sexes between the ages of thirty-five and fifty-four years of age, and 1,326 persons of both sexes between the ages of fifty-five and sixty-five years of age. There were 2,740 persons of both sexes over the age of 65. Based on the 2000 census information, there was an 81% mortality/migration rate between the ages of 65 and 85 years of age. There was an in-migration of 11.5% between 1990 and 2000.

Using a cohort survival demographic projection process, the 2,010 population should be approximately as follows: There should be approximately 1,462 children in the three communities under the age of ten and 1,860 children aged ten to nineteen. Approximately 1,989 persons between the ages of twenty and thirty-five years of age, and 7,695 persons between the ages of thirty-five and sixty five should be living in the area. Approximately 2,550 persons between the ages of sixty-five and eighty-five years of age and approximately 251 persons over the age of eighty-five can be projected to live in the three municipalities. Thus if the present trend in population were to continue, there would be a projected population of 15,807 persons or for all purposes a 6.5% increase in population over the 2000 population.

While cohort survival demographic projections address mortality, in and out migration, and fertility levels, they do not address outside factors such as changes in the economy of the area. With recent mineral deposits being discovered and the potential effects of mining, the population projections could fluctuate dramatically.

The **City of Ishpeming** is a 9.38-square-mile parcel of land located in the central portion of Marquette County, within the Marquette Iron Range of the Upper Peninsula of Michigan. It is located adjacent to the City of Negaunee, about 14 miles west of the City of Marquette. As of 2000, there were 6,686 people in the city of Ishpeming

The **City of Negaunee** is located 9 miles west of the City of Marquette, in Marquette County, and is part of the urban area which includes the Cities of Marquette and Ishpeming. Negaunee comprises approximately 15 square miles and as of the 2000 census contained a population of 4,576 persons.

Ishpeming Township has a total area of 91.4 square miles, of which, 86.5 square miles is land and 5.0 square miles is water. As of 2000, there were 3,522 people in Ishpeming Township.

The history of Negaunee, Ishpeming and Ishpeming Township is inseparable from the history of mining on the Marquette range. The first iron ore discovered in the Upper Peninsula was discovered in what is now the City of Negaunee in 1844. In 1845, the Jackson Iron Company was formed, and mining began in 1846. By the mid 1860s, surface ore deposits were becoming depleted, and underground mining began. Underground mines required a greater investment of capital, and as mines grew larger so did the companies that operated them. Several smaller companies were eventually consolidated into the Cleveland-Cliffs Iron Company, which today operates the two remaining active iron mines in the Upper Peninsula.

The early mining activities lead to the establishment of numerous area-wide services. Today there is no active mining within the City of Ishpeming's corporate limits; mining still has an impact on the area's economy but not as significantly as it once did. In recent decades, tourism has become very important to the economy of the area and the County. Much of the growth of tourism has been the result of increased interest in recreational opportunities within the area. The service and retail trade sectors have benefited the most from the increase in the number of visitors to the area.

As with Ishpeming and Ishpeming Township, Negaunee's growth and development have been closely tied to the iron mining industry. The settlement known as Negaunee was founded in 1846, although it would not be incorporated as a village or city for several years. In 1858 Teal Lake Township was organized, and in 1865 the Village of Negaunee was established. In 1873 the first charter election for the City of Negaunee was held. As a result of past and present mining operations, the availability of land has been and continues to be an issue of great concern to the residents of Negaunee. Many of the efforts to provide public facilities have been impeded by the lack of available land. Of the land comprising Negaunee, more than 75% is ore reserves or former mining sites (caving grounds) that are owned outright or with controlling mineral rights by several mining companies. Most of the population is concentrated adjacent to the East End of Teal Lake, and around the downtown area. A new residential subdivision at the southwest portion of Teal Lake exists and much of the area around the City of Negaunee proper (especially the West End) is restricted access caving ground area. Mining activity undermines much of the City, thus restricting any form of development. The City is often provided the opportunity to acquire lands by lease from the mining companies, but leases are often subject to a year's notice to vacate should the land be required for mining. A good example of the impact mining has on recreation in Negaunee is Jackson Park; earlier recreation inventories reported Jackson Park comprising approximately 11.8 acres. Today, due to the caving grounds from the Mather B mining activities, Jackson Park contains approximately 3 acres.

The topography of the area includes steep rocky outcrops, ravines, and marshy areas associated with the two lakes. Soils found at the Teal Lake-Deer Lake Recreation Area consist mainly of Peshekee, Michigamme, and Gogebic soils, with a significant amount of Pence Loam south of Teal Lake. All are sandy loam soils that range from fine to very fine. North of Teal Lake the soil is excessively rocky and there are outcrops of igneous rocks. The potential for most engineering uses is poor because of the steep slopes and

shallow soils. Low available water capacity and moderate permeability characterize the Peshekee soil. Pence Loam is a well drained soil, and presents problems for septic tank absorption fields because of its rapid permeability; however, its potential for most engineering uses is good.

The Teal Lake-Deer Lake Recreation Area experiences long, cold, dry winters, making it very well suited for winter activities such as skiing, ice fishing, and snowmobiling. Annual snowfalls range between 63 inches to as high as 270 inches, with an average snowfall of 180 inches. Summers are mild, with an average high temperature in July of just over 76 degrees. The average monthly precipitation in the area is 2.88 inches; autumn is the wettest period.

Teal Lake-Deer Lake Recreation Area Site Features

The Deer Lake Peninsula consists of a combined acreage of roughly +/-1,250 acres. The general character of the Teal Lake-Deer Lake Recreation Area stems from its glacial origin. The area encompasses Deer Lake and Teal Lake, which provide recreational facilities for swimming, boating (though no combustion engines are permitted on the lake), and fishing. The shoreline north of Teal Lake is wooded and these woods are home to numerous species of waterfowl and songbirds. An American Bald Eagle has even been sighted there.

North of the Teal Lake Lodge is the access to the Olympic and Deer Lake Ski trails. These trails are for the experienced skier only. These trails are characterized by steep inclines, switchbacks, and confusing trail intersections.

An unofficial canoe launch exists on Deer Lake at the bottom of a steep incline. In-as-much as the covenants on this property restrict the use to non-motorized activity only, the canoe launch should be eliminated. It may have potential as a non-motorized (canoe), picnic area.

The Michigan Department of Natural Resources has indicated that it intends to place a boat launch on the north side of Deer Lake. The currently used launch is situated on private property and without some form of legal agreement could be closed at any time.

Several agreements, grant contracts, and lease covenants place limits on the types of activities which can be developed at various locations of the Teal Lake-Deer Lake Recreation Area. Passive recreation is permitted in any part of the recreation area; however, in several portions of the area only passive recreation is restricted. These limitations are further exacerbated by the lack of a uniform legal definition of exactly what constitutes active and passive recreation activities. As explained by Michigan Department of Natural Resources staff, the definition of active and passive recreation is on a case-by-case basis. For the purposes of this plan, active recreation is defined as any activity which is normally considered a team activity (such as football, hockey, baseball, or similar sports) or which involves the use of a motorized vehicle or other motorized equipment. Passive recreation is defined as activities that can be enjoyed by a single

individual as well as a group, and which does not involve motorized vehicles or motorized equipment. Examples of passive recreation within this plan include but are not limited to wildlife observation, hiking, canoeing, and cross-country skiing. Examples of active recreation within this plan include but are not limited to team sports involving a field or court, all terrain vehicles, snowmobiles, and the use of motorized vehicles or equipment.

Schools and Public Agencies Involved in Recreation

The City of Ishpeming, the City of Negaunee and Ishpeming Township each has a recreation program separate from the Teal Lake-Deer Lake Recreation Area. Recreation programs in the Negaunee and Ishpeming school districts complement these programs.

Approximately 1,500 Negaunee students are housed in our three school buildings. Negaunee High School moved into the renovated former Mather B mine facilities in 1986. Lakeview Elementary School and Negaunee Middle School also serve the educational and recreational needs of the City of Negaunee and portions of Ishpeming Township.

The Ishpeming Township schools, NICE school district serve 350 students and include Westwood High School and Aspen Ridge Elementary and Junior High. The following Townships are apart of the school district: Ishpeming, Tilden, Champion, Ely, Humboldt, Spurr. Facilities include tennis courts, football fields, a track, swimming pool, basketball/volleyball gym and a sports deck.

Ishpeming High School boasts the Ishpeming High School Auditorium, which opened in 1931. This 1,134-seat showplace is the largest of its kind in the region. During the 1940s and '50s, the George Quaal Series presented such world-renowned performers as Isaac Stern and Marion Anderson. Through the efforts of a community/alumni fund drive, the facility received a \$160,000 renovation in 1988. The newly refurbished hall has seen performances by such distinguished groups as the Vienna Boys Choir and the Taiwan Acrobatic Troupe. The auditorium serves as a cultural center and a source of pride for citizens of the area and alumni of the school. Besides the High School, Birchview Elementary School and C.L. Phelps Middle School serve the educational and recreational needs of Ishpeming.

Local Recreation Inventory

Al Quaal Recreation Area (not part of the Teal/Deer Lake Recreation Area)

The adjacent Al Quaal Recreation Area is not included in this report, but is relatively well developed, and must be recognized as a major influencing factor on the development of the Teal/Deer Lake Recreation area. The Al Quaal Recreation Area is a natural resource area with approximately a forty-acre regional recreation facility within its boundaries. The primary service area consists of the communities of the City of Ishpeming, the City

of Negaunee and Ishpeming Township and a secondary service area of Marquette County. The Al Quaal recreation area encompasses 460 acres.

The Al Quaal Recreation Area provides substantial opportunities for active recreation, as opposed to the passive recreation area, and because of its location is likely to be considered an adjunct to the Teal/Deer Lake area. The active recreation portion of the site boasts three shelters, including two four-season shelters, a picnic area, play equipment, four season restrooms and active and team sport courts. The remainder is primarily a natural area with ski/hiking trails being the primary development.

The Al Quaal Lodge is a log structure capable of handling small celebrations such as weddings, graduation parties, meetings and similar events. The lodge is attractively appointed with a fireplace, bar, hardwood floors and a kitchen area. The lodge has a ramp making it accessible for wheelchairs but the restrooms are located down a flight of stairs in the basement. Due to the layout of the facility, it would be extremely difficult to modify the structure to provide handicapped accessible restrooms. East of the Al Quaal Lodge and adjacent to the school facility are tennis courts and a picnic area with a fireplace grill. East of that is a regional recreation facility approximately 40 acres in area that is developed with play equipment, an open shelter, picnic tables and fireplace grills, a four-season restroom with water-point, a stage, an exercise trail, horseshoe pits and bocce ball courts. At the west end of the picnic area is the trailhead for the Teal Lake Trail. This is the only non-expert ski trail currently existing in the joint area. While there is a steep incline at the trailhead, it is suitable for summer hiking and mountain biking as well as other passive forms of recreation. A tube tow, ski tow and the Teal Lake Lodge are located north of the picnic area.

The Teal Lake Lodge is a four-season, handicapped-accessible facility with a scenic view of the west end of Teal Lake. Outside is a combination beach/swimming area/limited boat launch facility suitable for launching canoes, kayaks, and rowboats.

North of the Teal Lake Lodge is the access to the Olympic and Deer Lake Ski trails. These trails are for the experienced skier only. These trails are characterized by steep inclines, switchbacks, and confusing trail intersections.

The Michigan Department of Natural Resources has indicated that it intends to place a boat launch on the north side of Deer Lake. The currently used launch is situated on private property and without some form of legal agreement could be closed at any time.

General Analysis of the Teal/Deer Lake Area for Recreation

All sites in the Teal/Deer Lake Recreation area are extremely attractive. Scenic vistas abound throughout the area and many of these vistas are accessible to both the fit and the physically challenged person. Existing trails have varied terrain and abundant and varied flora and fauna. Teal Lake and Deer Lake have excellent potential for canoeing, kayaking, and small craft sailing. Deer Lake especially has an interesting shoreline and numerous small bays.

The primary weakness of the area at the current time is accessibility to the optimum variety of users of the area. It must be recognized that the terrain dictates that some activities will never be feasible for all persons at all locations. The current trail system was primarily designed for the skilled or experienced skier and is not handicapped friendly to the physically challenged or is not in good physical condition. The trail system is also confusing, trails crossing each other and with side trails not clearly marked. This has the potential for persons becoming lost, even while on the existing trails.

Deer Lake has only one safe usable access at the present time, which is situated on private property. A public access is being contemplated by the Michigan Department of Natural Resources but currently does not exist.

The Joint Recreation Area has excellent potential for expanded activities which fit within the character of the area and which can be undertaken at whatever funding levels are available or anticipated at the time of development. The opportunity exists to begin improving the area inexpensively while escrowing funds for more expensive development. The following observations are intended to serve as a potential guide for the types of opportunities for development, which is available rather than as a definitive program of development.

The area is highly suited to wildlife observation activities. Viewing blinds and interpretive guides to locally viewed birds and plants can be correlated to the trail system at a reasonable cost.

An interpretation program using post-mounted signs slanted 45 degrees explaining flora, fauna, and geologic features would increase the opportunity for persons interested in nature observation activities. Initially these signs can be made to have interchangeable copy by simply placing copies of print interpretable material under plexi-glass covers. These signposts can be made inexpensively during periods of inclement winter weather as part of the municipal maintenance program or by volunteers. Copy can be obtained from a number of sources, including student projects, Michigan DNR, and college sources.

The unofficial canoe launch on Deer Lake across from the dam cannot be used as a canoe launch due to legal restrictions. It may be developed as a rest area/picnic area with a grill and picnic table for the use of canoeists. It may be necessary to develop a short walking trail from the launch area to a flat area suitable for a small table. This provides the opportunity to eliminate the hazardous use of the area as a canoe launch while maintaining and enhancing its use for recreational use by canoeists and kayakers.

Numerous other opportunities exist for increasing the recreation potential of the area, though they are of a more expensive nature. These include developing more ski trails for less experienced and beginner skiers; establishing programs for day campers in such areas as canoeing, kayaking, birding, skiing, and swimming; analyzing and addressing the handicapped accessibility of the Al Quaal Lodge; establishing fishing piers and fish

cleaning tables, establishing canoe/kayak liveries, and establishing additional permanent restroom facilities in the picnic area as well as at other locations.

Covenants and Related Legal Agreements on the Property

There are numerous covenants and agreements which must be adhered to. The result of these various restrictions is the elimination of active motorized recreation, exclusive of the motorized equipment necessary to maintain the facilities in a safe and useable manner. Several including agreements, such as Michigan Department of Natural Resources Trust Fund agreements and other grant contracts, and lease covenants place limits on the types of activities which can be developed at various locations of the Teal Lake-Deer Lake Recreation Area. Passive recreation is permitted in any part of the recreation area, however, in several portions of the area only passive recreation is permitted. These limitations are further exacerbated by the lack of a uniform legal definition of exactly what constitutes active and passive recreation activities. As explained by Michigan Department of Natural Resources staff, the definition of active and passive recreation is on a case-by-case basis. For the purposes of this plan, active recreation is defined as any activity which is normally considered a team activity (such as football, hockey, baseball, or similar sports), or which involves the use of a motorized vehicle or other motorized equipment. Passive recreation is defined as activities that can be enjoyed by a single individual as well as a group, and which do not involve motorized vehicles or motorized equipment. Examples of passive recreation within this plan include but are not limited to wildlife observation, hiking, canoeing, and cross-country skiing. Examples of active recreation within this plan include but are not limited to team sports involving a field or court, all terrain vehicles, snowmobiles or the use of motorized vehicles or equipment.

In addition, the development of any park or recreation must always be done with an eye to creating safe and equitable recreational opportunities for all in order to avoid litigation. Prior to designing specific facilities identified at the public meetings, any facility developed at the Teal/Deer Lake Recreation Area should be rated in terms of its accessibility on the basis of accepted design standards. An example of one such set of standards is encompassed in the Principles of Universal Design as established by the NC State University, Center of Universal Design, stated below.

Principle One: Equitable Use

- A. Provide the same means of use for all users, identical where possible, equivalent where not.
- B. Avoid segregating or stigmatizing any users.
- C. Provisions for privacy, security, and safety should be equally available to all users.
- D. Make the design appealing to all users.

Principle Two: Flexibility in Use

- A. Provide choice in methods of use.
- B. Accommodate right- or left-handed access and use.
- C. Facilitate the user's accuracy and precision.
- D. Provide adaptability to the user's pace.

Principle Three: Simple and Intuitive Use

- A. Eliminate unnecessary complexity.
- B. Be consistent with user expectations and intuition.
- C. Accommodate a wide range of literacy and language skills.
- D. Arrange information consistent with its importance.
- E. Provide effective prompting and feedback during and after task completion.

Principle Four: Perceptible Information

- A. Use different modes for redundant presentation of essential information.
- B. Provide adequate contrast between essential information and surroundings.
- C. Maximize "legibility" of essential information.
- D. Differentiate elements in ways that can be described.
- E. Provide compatibility with a variety of techniques or devices used by people with sensory limitations.

Principle Five: Tolerance for Error (Minimize Hazards)

- A. Arrange elements to minimize hazards and errors, making the most-used elements the most accessible; while eliminating, isolating, or shielding hazardous elements.
- B. Provide warnings of hazards and errors.
- C. Provide fail-safe features.
- D. Discourage unconscious action in tasks that require vigilance.

Principle Six: Low Physical Effort

- A. Allow user to maintain a neutral body position.
- B. Use reasonable operating forces.
- C. Minimize repetitive actions.
- D. Minimize sustained physical effort.

Principle Seven: Size and Space for Approach and Use

- A. Provide a clear line of sight to important elements for any seated or standing user.
- B. Make reach of all components comfortable for any seated or standing user.
- C. Accommodate variations in hand and grip size.
- D. Provide adequate space for the use of assistive devices or personal assistance.

Some of the existing factors such as terrain, topography, the purpose of the facility to provide a physical challenge, and similar conditions at some of the facilities at Deer Lake Recreation Area are not able to be modified. In these cases, the facility can be considered to be consistent with the principles of universal design if an equivalent facility is provided. It is also recognized that some of the facilities at the Deer Lake-Teal Lake Recreation Area are designed to present a physical challenge. Recreational use is to some extent dependent upon the physical ability of the user to engage in the activity whether or not the person has a physical disability.

Funding and Cost Savings Opportunities

There are government and foundation organizations that may provide funds for the acquisition and/or development of facilities and programs. These include, but are not limited to, the Michigan DNR and certain business foundations.

Additionally, there are cost-saving opportunities including contracting out certain programs such as canoe liveries. Some organizations such as YMCA's, the Audubon Society, and certain sportsmen organizations are willing to provide programs on an annually contracted basis without charge or at minimal charge to the public. These organizations often provide trail maintenance on a volunteer basis.

Activities Identified as Desirable

(Motorized and similar non-passive activities such as snowmobiles and ATVs are prohibited by various deed and grant restrictions)

1. **Primitive camping** – The group defined primitive camping as tents but not motorized RV-type camping
2. **Camping using cabins or yurts** – Due to cost and the potential for vandalism, this might not be an immediate activity
3. **Trails** – Non-motorized multi-purpose trails of varying difficulty, interpretive nature trails, snowshoe trails, hiking trails, cross country ski trails, and bicycle trails
4. **Nature Observation/Bird Watching** – May include observation platforms, blinds, and interpretive signage
5. **Picnic Areas** – Picnic areas were recognized as highly desirable features
6. **Permanent Restrooms**

7. **Garbage cans** – Would be scattered throughout the trail system
8. **Mushrooming/Foraging**
9. **Interpretive and Directional Signage**
10. **Fishing platforms**
11. **Canoe/kayak/Sailboat Support** – Defined as livery, storage or other secured place to keep a non-motorized boat without having to load and unload the boat onto a car or trailer
12. **Stable with horse trails**
13. **Archery Range**
14. **Star Gazing**
15. **Assembly Area or Council Ring**
16. **Day Camping**
17. **Orienteering and Geo-caching**
18. **Frisbee Golf**

Additional Recommendations Regarding the Study

1. Each local unit of government adopt the study as amended at the local public hearing as an amendment to the local unit of government's recreation plan.
2. Consider any new requests for additional amenities in terms of whether or not it is a passive use, and the cost of the use in relationship to its potential for use.
3. Develop in phases, each phase building on the previous phase.

Addendum 1

Report and Minutes Joint Ishpeming, Ishpeming Township, and Negaunee Recreation Plan Data Collection Meeting Feb. 4, 2009

The Data Collection Meeting took place at 6:00 p.m. at the Ishpeming Township Hall. Eighteen persons were in attendance, representing the City of Ishpeming, Ishpeming Township, and the City of Negaunee. A list of those in attendance is on file at the CUPPAD Office, 2415 14th Avenue South, Escanaba, MI.

Lloyd Matthes led the meeting, using a nominative group data collection technique. The technique consists of identifying ideas for uses and amenities, small group discussions of the ideas, prioritizing the ideas, listing the ideas and group discussion following the presentation. The final steps of prioritization and of developing recommendations was not undertaken at this meeting, but are reserved for a second meeting to take place in March, 2009.

It was briefly explained that due to grant and deed restrictions, the projects identified should be for passive recreational uses, and consideration should be made with regard to the feasibility of developing the use. Not all of the uses may be feasible for the area.

The Primary uses and amenities identified were as follows:

1. Primitive camping area(s)
2. A trail system with better access for both motorized and non-motorized vehicles
3. A new swimming area with a diving board and a water slide at "Swede" (a.k.a. White Rocks)
4. Bike trails
5. Both primitive and cabin camping
6. Multi-purpose non-motorized trails with varying degrees of difficulty, and including horse trails
7. Wildlife (nature observation) of flora and fauna
8. Picnic areas
9. Permanent restrooms
10. A large shelter or gazebo
11. A zip-line
12. Snowmobile trails
13. ATV trails
14. Windmills

Secondary recommendations, which were not identified as priority recreational uses:

1. Increase the flow and discharge of Teal Lake
2. Interpretive amenities including signage for bird and plant identification and a person available for information, assistance and emergencies
3. Rental facilities for skis, tents, canoes, etc.
4. Canoe trail and livery with lockup facilities
5. A trail system network that loops to connect with the Heritage Trail system
6. Better access to the North Side of Teal Lake
7. Direction signage in all areas
8. Fishing piers
9. Berry picking
10. Stream fishing
11. Selective [timber] cutting along the north shore (Ishpeming/Negaunee area)
12. A portage trail connecting the two lakes
13. Rock climbing
14. Paddle boat rental

In addition to the ideas developed and presented by the persons in attendance at the meeting, several persons stated that they felt all the staff examples presented by CUPPAD were viable and should be included. Those examples are as follows:

1. Wildlife observation
 - a. Viewing blinds (as simple or fancy as desired)
 - b. Feeding stations
 - c. Nesting boxes
 - d. Other
2. Interpretive signage on trails
3. Directional signage on trails
4. Bicycling trails
5. Swimming area(s)
6. Fishing piers
7. Picnic areas (tables & fire rings)
8. Canoe trail
9. Canoe livery (canoe/kayak rental either operated as contracted business or as a community recreation facility. **Note** there is an insurance factor that needs to be looked into in either case)
10. Cabins (this would be a potentially expensive project for a long term planning feature)
11. Primitive camping (non-electric tent sites)
12. Adorandacs (Three sided camping shelters used primarily by larger groups but can be sized to accommodate any size group. Some adorandacs have the fourth side enclosed by a chain-link type fencing to allow heat to enter from a fire while keeping animals away from bedrolls)
13. Portable restrooms
14. Self guided hiking tours, maps, stations, directional signage, etc.

Adirondacks

15. Special events: CITO Geo-caching, fishing events, bird hikes, flower hikes, etc. (these require volunteers and unless very well-structured are short-lived)
16. Sky-watching (this is becoming popular in areas without light pollution. As simple or as elaborate as desired, the typical sky-watch site is simply a flat platform on which telescopes can be placed. When turned into an event, a knowledgeable person is recruited, sky charts are sold or otherwise distributed, and the event becomes an educational party. If not turned into an event, the platform is simply placed at a location which is not light polluted and is easily accessible. The cost is minimal and the platform is often dual use, such as a fishing pier.)

Following the Nominative Group Process, discussion took place as to how to obtain a wider range of attendance. The meeting had been advertised in the Mining Journal, and on both the Marquette and Ishpeming local access channels, a news story had been published in the Mining Journal and a radio interview concerning the meeting aired before the meeting. The concern was not the number of persons in attendance but rather the fact that most of the persons in attendance had previous involvement with the project. The consensus was that it would have been desirable to be able to attract additional persons to the meeting. It was also noted that the day's inclement weather probably had some impact on the numbers of new persons in attendance.

The meeting adjourned at 7:30 p.m.
Lloyd R. Matthes, CUPPAD

Addendum 2

Report and Minutes Joint Ishpeming, Ishpeming Township, and Negaunee Recreation Plan Data Collection Meeting March 18, 2009

The Data Collection Meeting took place on March 18, 2009, at 6:00 p.m. at the Negaunee Senior Center. Sixteen persons were in attendance, representing the City of Ishpeming, Ishpeming Township, and the City of Negaunee. A list of those in attendance is on file at the CUPPAD Office, 2415 14th Avenue South, Escanaba, MI.

Lloyd Matthes led the meeting, using a nominative group data collection technique. The technique consists of identifying ideas for uses and amenities, small group discussions of the ideas, prioritizing the ideas, listing the ideas and group discussion following the presentation.

It was briefly explained that due to grant and deed restrictions, the projects identified should be for passive recreational uses, and consideration should be made with regard to the feasibility of developing the use. Not all of the uses may be feasible for the area.

The first item of business was to identify new ideas that had not been identified at the February 4 meeting. The Primary uses and amenities identified on February 4, 2009 were as follows:

1. Primitive camping area(s)
2. A trail system with better access for both motorized and non-motorized vehicles.
3. A new swimming area with a diving board and a water slide at "Swede" (a.k.a. White Rocks).
4. Bike trails
5. Both primitive and cabin camping.
6. Multi-purpose non-motorized trails with varying degrees of difficulty, and including horse trails.
7. Wildlife (nature observation) of flora and fauna.
8. Picnic areas.
9. Permanent restrooms.
10. A large shelter or gazebo
11. A zip-line
12. Snowmobile trails
13. ATV trails
14. Windmills

The additions to this list identified on March 18 were:

- Birding
- Historic Sites
- Mushrooming/foraging
- Horses with carriages or sleds
- A community garden
- A dog park
- Interpretive nature trail
- Snowshoe trail
- A cross country ski trail system
- Interpretive directional signage
- Fishing piers (later changed to platforms) with seating
- Canoe/Kayak/Sailboat support facilities
- A fit strip exercise course
- A stable with horse trails
- A farmers market
- Archery
- A high ropes course
- Star gazing
- Garbage cans
- Day camp
- Assembly Ring (amphitheater type area)
- Orienteering/ego cashing
- Frisbee golf

The group then analyzed the suggestions from both meetings. Activities and amenities were eliminated as either being inconsistent with the deed and grant restrictions, as not being passive recreation based, or as simply not being a recreational activity. The projects eliminated included:

- Motorized trails
- Snowmobile trails
- ATV trails
- Windmills

The remaining activities and amenities that were considered as passive recreation were then analyzed in terms of the suitability for the area, feasibility and cost. Discussion was held and a vote was taken on each of the following activities.

Activities identified as desirable are discussed below:

1. Primitive camping: The group defined primitive camping as tents but not motorized RV type camping. It was felt that motorized camping was better suited to the commercial campgrounds in the area.

2. Camping using cabins or yurts: This was recognized as something that has a cost factor and there was some discussion as to the potential for vandalism. The group acknowledged that this might not be an immediate activity but was something that was desirable and fit the area.
3. Trails: With the exception of dedicated horse trails, the group agreed that non-motorized trails were an acceptable and desirable feature. Discussion identified that multi-purpose trails should be of varying difficulty, and that interpretive nature trails, snowshoe trails, cross country ski trails, and bicycle trails were all appropriate and desirable features. While not specifically identified as a separate type of trail, hiking trails can be assumed from the discussion to also be desirable and acceptable.
4. Nature Observation was identified in both meetings and was recommended by the group as being acceptable and desirable. Discussion involved such amenities as observation platforms, blinds, and interpretive signage. The discussion on February 4 extended this amenity into the possibility of a staffed program when and if it became cost effective.
5. Picnic areas were recognized as highly desirable features.
6. Permanent restrooms were recognized as being highly desirable with comments ranging from desirable to critical.
7. Garbage cans scattered throughout the trail system was considered highly desirable as a means of helping maintain the facility at a reduced cost.
8. Bird watching was considered as very appropriate. It was also noted that the Texas Birding Trail continued to make more money than oil did in Texas in fiscal year 2008.
9. Mushrooming/Foraging was considered an appropriate activity and use in the area.
10. Interpretive signage showing directions, location of participants (you are here markers), distances, etc. was considered to be appropriate considering the size and complexity of the area. Information concerning the prehistoric cultures that lived or frequented the area and the types of artifacts they left would be an acceptable interpretive subject if removed from any actual known dig sites.
11. Fishing platforms rather than fishing piers with seating for tired and elderly anglers was considered to be appropriate. Fishing piers were rejected on the basis of the visual disruption to the lakes.
12. Canoe/kayak/sailboat support was considered appropriate. This was further defined as a livery, storage or other secured place to keep a non-motorized boat without having to load and unload the boat onto a car or trailer.
13. A stable with horse trails was considered an appropriate use and activity for the area. The vote was split equally with regard to creating dedicated horse trails, with concerns raised about the potential of spreading invasive species along the trails. Thus the use of horses was not considered inappropriate in the area. Other concerns were with regard to potential liability for accidents involving horses and the safety of the horses themselves.
14. Archery was considered an appropriate use in designated areas.
15. Star gazing was considered to be an appropriate use.

16. An Assembly Area or Council Ring was considered to be an appropriate amenity lending itself to use by groups as well as family events.
17. Day Camping was identified as an activity to be encouraged but not needing any dedicated type of facility.
18. Orienteering and its more modern counterpart geo-caching were considered to be highly appropriate activities. The remoteness of the area combined with the availability of hand held GPS systems has made geo-caching an extremely popular activity.
19. Frisbee Golf was considered to be an inexpensive group-focused activity that was appropriate to specific areas of the parcel. While there was some limited discussion of the potential conflict between hikers and Frisbee golfers, it was conceded that this is an extremely safe and popular activity.

Certain activities drew a relatively equally mixed vote. These activities were:

1. Dedicated horse trails as discussed above.
2. A new swimming area – The group was generally positive with regard to creating a sheltered swimming area away from the wastewater treatment outlets that are in close proximity to the current beach. The group was against identifying the Swede (a.k.a. White Rocks) location and the installation of a diving board and water slide for liability reasons. Some members of the group were concerned that a swimming beach in a relatively secluded area would cause an increase in vandalism and inappropriate nighttime activities and would increase the cost of policing the area.
3. The group was split on the desirability of a large shelter or gazebo with some persons feeling it would give shelter during inclement weather and others feeling that it was not appropriate for the area and would not be a cost effective use of the area.

Finally, there were some activities and amenities that were recognized as not being suitable for the area. The activities that were considered as inappropriate for the area were:

1. A Zip-Line. While it was recognized that a zip line would be a popular activity it would also require supervision and would be potentially an insurance liability.
2. Any motorized activity which would conflict with the grant and deed restrictions already in place. This would include snowmobile trails, ATV trails, and similar motorized activities.
3. RV camping with motor-homes was considered to be better suited to the private commercial camping areas in the vicinity but not an appropriate activity at the present time.
4. Historic Sites and Popular Archeology. While it is known that there are some archeological sites in the area, and some research digging has been undertaken, it was noted that these were underground dig sites, which would be of little interest to the average person. It was also noted that there is a degree of potential for vandalism if the exact sites were identified. It was also noted that popular

- archeology is of interest to a large number of people and some interpretation of the cultures that lived or frequented the area in the past could safely be noted at a site removed from any known dig area.
5. Horse drawn carriages and/or sleds were considered to be an unsafe activity due to the rugged and steep terrain.
 6. A community garden, while popular in the region, was not considered appropriate for an area that is primarily wilderness.
 7. Dog Park. The potential for a dog park was discussed at length. This popular activity would need to be enclosed and separated from the rest of the area. On the other hand, it was made clear that while a dog park was not acceptable, the long walking trails are dog friendly and walking a dog on a leash or under voice command was acceptable.
 8. A Fit Strip (exercise course a.k.a aerobics course, activity course, and exercise stations) was not considered to be appropriate on the basis that such a course already exists in the adjacent Al Quaal area. The course was considered to be redundant.
 9. Hunting. Hunting is prohibited within the city limits of Negaunee and Ishpeming. Waterfowl hunting is already permitted in Ishpeming Township under Michigan DNR rules. It was deemed inappropriate to change the current status of hunting in the area.
 10. A Farmers Market. Several Farmer's Markets were identified in the three communities, and like community gardens, were not considered to be appropriate for a primarily wilderness facility.
 11. High Ropes Course. The concept of a high ropes course was rejected for the same reason as was a zip line. There is a potential for an injury which would increase the insurance liability of the facility.
 12. Windmills were rejected by the group as not being a recreational activity but rather a commercial venture. The potential for using a windmill to provide energy for a remote restroom facility was discussed, and while alternative energy was considered in a positive light, the consensus was that solar power might be more practical and any alternative power source should be addressed at the time the construction of said restroom occurs.

Following the Nominative Group process, discussion was held as to how to better inform the general public of the outcome of the meetings and how to solicit more public input. Several suggestions were put forth, including the publication of a special newsletter and a survey. One of the suggestions was to add a question to the effect, "Do you want to see anything done to expand the use of the area north of Teal Lake and the Al Quaal Recreation area extending into Deer Lake?" One individual pointed out that he had come specifically to oppose any development. This was acknowledged as valid input and something to be addressed.

Also following the Nominative Group Process, it was noted that Negaunee Township has shown an interest in combining the portion of land they will be receiving from Cleveland Cliffs to the recreation area.

On March 18, the following suggestions were discussed at the tables but were not reported to the group as being of primary interest for the area. These ideas from March 18 which were not previously discussed or identified are as follows:

1. No motorized boating
2. Go in phases 1 – 2 –3, see what use is made of each phase and go from there before building something new.
3. Group activities (YMCA, Boy Scouts, Girl Scouts)
4. Nature learning
5. Trail running
6. Roller blading
7. Bocce (Bocci) Ball
8. Croquette
9. Outdoor Painting Classes
10. Folk tales
11. Family Theme events
12. Outdoor education

The meeting adjourned at 8:15 p.m.

Lloyd R. Matthes
CUPPAD

Attachment 1

Michigan DNR Recreation Grant History
Deer/Teal Lake Area



Grants Management
Department of Natural Resources

Thursday, June 19, 2008

Recreation Grant History

| <i>Applicant</i> | <i>Project No</i> | <i>Application Year</i> | <i>Project Title</i> | <i>Grant Amount</i> | <i>Project Status</i> |
|---------------------------|-----------------------|-----------------------------|------------------------------|-------------------------|---------------------------|
| <i>Ishpeming Township</i> | | | | | |
| | 26-01023 X3 | 1977 | Ishpeming Township Rec. Area | \$10,073.00 | Closed |
| | TF88-280 | 1986 | Ishpeming Recreation Area | \$25,000.00 | Closed |



Recreation Grant History

Applicant

Ishpeming Township

Project No. 26-01023 X3

Project Title: Ishpeming Township Rec. Area

Project Year 1977

Project Information:

Project Status: Closed

Element

Fenced tot lot

Parking lot

Park benches

Landscaping

Project No. TF86-280

Project Title: Ishpeming Recreation Area

Project Year 1986

Project Information:

Project Status: Closed



Grants Management
Department of Natural Resources

Thursday, June 19, 2008

Recreation Grant History

| Applicant | Project No | Application Year | Project Title | Grant Amount | Project Status |
|-------------------|-------------|------------------|---|--------------|---------------------|
| City of Ishpeming | | | | | |
| | 26-00339 | 1972 | City Playground | \$25,330.00 | Closed |
| | 26-00762 | 1976 | Ishpeming Playground | \$7,558.50 | Closed |
| | 26-00787 | 1976 | Bancroft Park | \$7,555.00 | Closed |
| | 26-01052 | 1979 | Al Quaal Park | \$10,072.19 | Closed |
| | 26-01104 T1 | 1990 | Ishpeming Playground Pavilion | \$18,102.00 | Closed |
| | BF89-521 | 1989 | Ballfield Complex | \$60,000.00 | Closed |
| | BF89-662 | 1989 | Ballfield Complex Round 2 | \$25,000.00 | Closed |
| | TF01-074 | 2001 | Land Acquisition - Five Mining Property Parcels | \$50,000.00 | Closed |
| | TF90-242 | 1990 | Al Quaal Land Acquisition - Ph I | \$101,250.00 | Closed |
| | TF91-080 | 1991 | Al Quaal Land Acquisition | \$84,000.00 | Conversion-Resolved |
| | TF92-065 | 1992 | Al Quaal Land Acquisition | \$30,000.00 | Withdrawn |
| | TF93-033 | 1993 | Al Quaal Land Acquisition | \$75,000.00 | Withdrawn |
| | TF94-054 | 1994 | Teal Lake Development | \$60,000.00 | Conversion-Resolved |
| | TF95-316 | 1995 | Al Quaal Land Acquisition | \$90,000.00 | Closed |
| | TF97-228 | 1997 | Ishpeming/Negaunee Teal Lake Land Acquisition | \$450,000.00 | Closed |



Recreation Grant History

Applicant

City of Ishpeming

Project No. 26-00339

Project Title: City Playground

Project Year 1972

Project Information:

Project Status:

Closed

Element

Element

3 lighted tennis courts

Picnic facility

Pavillion

Softball diamond

Practice football field

Resurface 2 tennis courts

Basketball court

Project No. 26-00787

Project Title: Bancroft Park

Project Year 1976

Project Information:

Project Status:

Closed

Element

Element

Lighting

Parking

Removal and burial of overhead
electrical wires

Landscaping/site improvements

Foot path

Water tap and line w/ cover

Picnic equipment



Recreation Grant History

Applicant

City of Ishpeming

Project No. 26-00762

Project Title: Ishpeming Playground

Project Year 1976

Project Information: **Project Status:** Closed
Element

Tot lot

8 bleachers

Project No. 26-01052

Project Title: Al Quaal Park

Project Year 1979

Project Information: **Project Status:** Closed
Element

2 Tennis courts

1 Basketball court

Project No. 26-01104 T1

Project Title: Ishpeming Playground Pavilion

Project Year 1980

Project Information: **Project Status:** Closed
Element

Pavilion

2 Basketball courts

Convert basketball court to
tennis court



Recreation Grant History

Applicant

City of Ishpeming

Project No. BF89-521

Project Title: Ballfield Complex

Project Year 1989

Project Information:

Project Status:

Closed

Element

Element

Landscaping

24' x 30' building

Access road

Dugouts (6)

Water well and piping

Upgrading big league fld

Sewer (septic)

Backstops

Fencing

Contingency

Lighting two fields

Project No. BF89-662

Project Title: Ballfield Complex Round 2

Project Year 1989

Project Information:

Project Status:

Closed

Element

Fencing

Backstops

Concession/storage

Irrigation/piping

Sewer Service

800 L.F. force main



Recreation Grant History

Applicant

City of Ishpeming

Project No. TF90-242

Project Title: Al Quaal Land Acquisition - Ph I

Project Year 1990

Project Information: **Project Status:** Closed

Acquisition of 87 Acres

Project No. TF91-080

Project Title: Al Quaal Land Acquisition

Project Year 1991

Project Information: **Project Status:** Conversion-Re

Acquisition of 80 Acres

Project No. TF92-065

Project Title: Al Quaal Land Acquisition

Project Year 1992

Project Information: **Project Status:** Withdrawn

Acquisition of 80 Acres

Project No. TF93-033

Project Title: Al Quaal Land Acquisition

Project Year 1993

Project Information: **Project Status:** Withdrawn

Acquisition of 2E Acres



Recreation Grant History

Applicant

City of Ishpeming

Project No. TF94-054

Project Title: Teal Lake Development

Project Year 1994

Project Information:

Project Status:

Conversion-Re

Element

Element

Sitework

Carpentry

Concrete Slab

Finishing

Masonry

Beach Site Work

Roofing

Beach Site Materials

Mechanical

Road Prep. & Materials

Electrical

Blacktop Asphalt

Project No. TF95-316

Project Title: Al Quaal Land Acquisition

Project Year 1995

Project Information:

Project Status:

Closed

Project No. TF97-228

Project Title: Ishpeming/Negaunee Teal Lake Land Acquisition

Project Year 1997

Project Information:

Project Status:

Closed

Acquisition of 3E Acres



Recreation Grant History

Applicant

City of Ishpeming

Project No. TF01-074

Project Title: Land Acquisition - Five Mining Property Parcels

Project Year 2001

Project Information:

Project Status: Closed

Acquisition of 1 Acres

Acquisition of 5 Acres

Acquisition of 60 Acres



Grants Management
Department of Natural Resources

Thursday, June 19, 2008

Recreation Grant History

| <i>Applicant</i> | <i>Project No</i> | <i>Application Year</i> | <i>Project Title</i> | <i>Grant Amount</i> | <i>Project Status</i> |
|-------------------------|-----------------------|-----------------------------|-------------------------------|-------------------------|---------------------------|
| <i>City of Negaunee</i> | | | | | |
| | 26-00937 | 1977 | Negaunee Baseball Facilities | \$10,074.00 | Closed |
| | 26-01227 | 1981 | Negaunee Ice Arena | \$61,032.96 | Closed |
| | 26-01264 | 1984 | Negaunee Playlot Addition | \$5,065.00 | Closed |
| | TF95-246 | 1995 | Teal Lake Access Improvements | \$74,300.00 | Closed |



Recreation Grant History

Applicant

City of Negaunee

Project No. 26-00937

Project Title: Negaunee Baseball Facilities

Project Year 1977

Project Information: **Project Status:** Closed

Element

Restroom/storage building

Sewer/water extension

One set of bleachers

Project No. 26-01227

Project Title: Negaunee Ice Arena

Project Year 1981

Project Information: **Project Status:** Closed

Element

Sheltered ice rink

Parking lot

Access road

Project No. 26-01294

Project Title: Negaunee Playlot Addition

Project Year 1984

Project Information: **Project Status:** Closed

Element

Playground unit

Park benches

Picnic tables

Picnic grills



Recreation Grant History

Applicant

City of Negaunee

Project No. TF95-246

Project Title: Teal Lake Access Improvements

Project Year 1995

Project Information:

Project Status: Closed

Element

Boat Launch and Dock

Parking Lot Improvement

Fishing Dock

Attachment 2

Conservation Agreement & Map, Deer Lake

**CONSERVATION EASEMENT FOR CARP RIVER CORRIDOR
IN NEGAUNEE TOWNSHIP**

(This instrument is exempt from County and State transfer taxes
pursuant to MCL 207.505(a) and MCL 207.526, respectively)

This Conservation Easement is created July 7th, 2009 by and between THE CLEVELAND-CLIFFS IRON COMPANY, an Ohio Corporation, whose address is 1100 Superior Avenue, Cleveland, Ohio 44114-2589 (Grantor) and TOWNSHIP OF ISHPEMING, 1575 US Hwy 41 West, Ishpeming, Michigan 49849 (Grantee).

The Grantor is the title-holder of real property located in the Township of Ishpeming, Marquette County, State of Michigan, more particularly described as in Attachments 1 and 2 ("Property").

Grantee is a governmental entity whose boundaries are located adjacent to the Property subject to this Conservation Easement and is the entity charged with enforcing this Conservation Easement under Subpart 11 and Part 21, Conservation and Historic Preservation Easement, of NREPA, MCL 324.2140 *et seq.* (Part 21).

Grantor has agreed to grant to Grantee a Conservation Easement that protects the property and restricts further development to the property. The Grantee shall record the Conservation Easement with the County Register of Deeds.

Accordingly, Grantor conveys this Conservation Easement to Grantee pursuant to Part 21, in accordance with the terms and conditions stated below.

1. The Property subject to this Conservation Easement (The "Easement Premises") consists of approximately 250 acres, as depicted on Attachments 1 and 2. Access to the Easement Premises is from North Road in Negaunee Township, in the Southwest One Quarter of the Northwest Section 30, Township 48 North, Range 26 West.
2. The purposes of this Easement is to (a) preserve the Easement Premises in its predominately natural, scenic, forested, and open space conditions; (b) protect the natural resource and watershed values of the Easement Premises; (c) maintain and enhance biodiversity; (d) retain quality habitat for native plants and animals; (e) maintain and enhance the natural features of the Easement Premises; and, (f) grant and convey to members of the general public any right to possession or use of the

Easement Premises for low-impact pedestrian use (including but not limited to hunting, fishing, trapping, berry/mushroom picking, swimming, boating, picnicking, mountain biking, and horseback riding). Any use that adversely impacts the values of the Property may be limited by the Grantee.

3. Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to, the alteration of the topography, the placement of fill materials as defined in Part 303, the dredging, removal, or excavation of any soil or minerals, the draining of surface water, the construction or placement of any structure, plowing, tilling, or cultivating, and the alteration or removal of vegetation. The governing township may create paths or trails for the use by non-motorized vehicles, construct and maintain benches, elevated walkways, docks and launch sites, open air pavilions no larger than 600 square feet, temporary or permanent lavatory facilities, and small pedestrian bridges on the Property. Said governing township must notify Grantee before any work begins.
4. Grantor shall not be responsible for modifications to the Property resulting from causes beyond the Grantor's control, including but not limited to, unauthorized actions by the Grantee, successors or assigns, third parties that were not reasonably foreseeable or natural disasters such as unintentional fires, floods, storms, or natural earth movement.
5. Grantor warrants that Grantor has good and sufficient title to the Property, and that any other known existing interest in the property has been disclosed to the Grantee and subordinated as necessary.
6. Grantor has no knowledge of hazardous wastes, as defined in Part 111, on the property.
7. Any uses of the Property that may impair or interfere with its conservation value are expressly prohibited, except to the extent expressly permitted by this agreement.
8. Grantor shall continue to have all rights and responsibilities as owner of the property subject to the Easement.
9. Grantor, and or Grantee, and its authorized employees and agents, may enter the Easement Premises to determine whether they are being maintained in compliance with the terms of this Conservation Easement.
10. This Conservation Easement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

11. This Conservation Easement may be enforced by either an action at law or in equity and shall be enforceable against any person claiming an interest in the Easement Premises despite a lack of privity of estate or contract.

12. Grantor shall indicate the existence of this Conservation Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

13. Within 90 days after this Conservation Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable markings along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed in the presence of:

Barbara R. Fisher
Witness

Matt J. [Signature]
Witness

Grantor,
The Cleveland-Cliffs Iron Company

David Blake
By: David Blake
PRESIDENT
Its: President

STATE OF OHIO }
County of Cuyahoga }

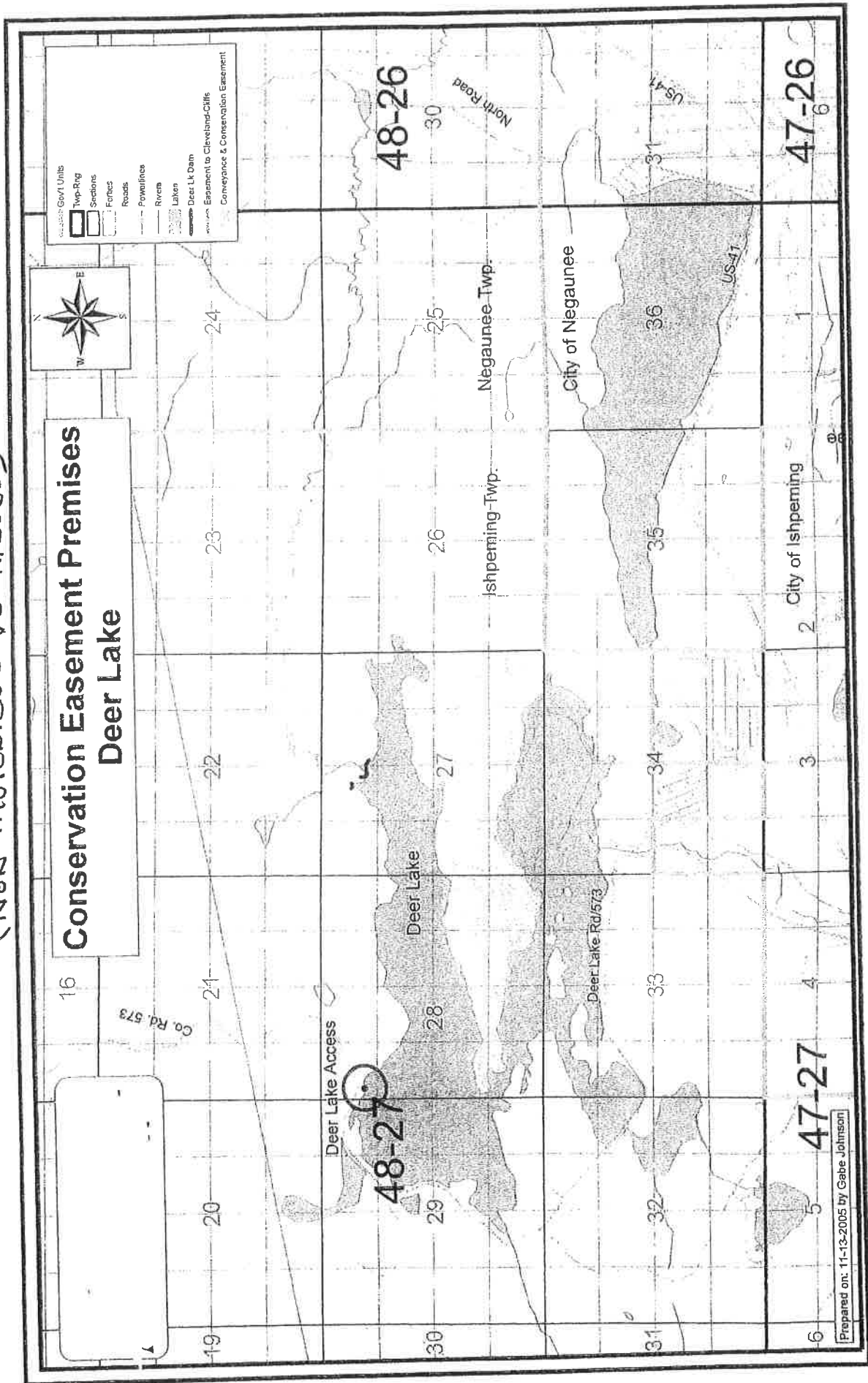
Acknowledged before me in Cuyahoga County, Ohio, on June 29th, 2009 by DAVID BLAKE, its PRESIDENT of The Cleveland-Cliffs Iron Company, for the corporation.

Ami R. Bulger
Ami R. BULGER, Notary Public
State of Ohio, County of Cuyahoga
My commission expires: 9/24/2013
Acting in the County of Cuyahoga



AMI R. BULGER
Notary Public
In and for the State of Ohio
My Commission Expires
Sept. 24, 2013

ISHPEMING TOWNSHIP DEER LAKE RECREATION AREA (NON MOTORIZED VEHICLES)



Attachment 3

Cross Country Ski Trail Lease
Cleveland Cliffs Iron Co. & City of Ishpeming

CROSS COUNTRY SKI TRAIL LEASE

This Lease executed as of the 1st day of July, 2002, by and between **THE CLEVELAND-CLIFFS IRON COMPANY**, an Ohio corporation, of 504 Spruce Street, Ishpeming, Michigan, 49849, the "Lessor", and **CITY OF ISHPERING**, a Municipal corporation, of 100 E. Division Street, Ishpeming, Michigan, 49849, the "Lessee":

1. Premises. Lessor agrees to lease, Lessee agrees to the premises that are the subject of this lease the following lands located in Sections Twenty-seven (27) and Thirty-four (34) Township Forty-eight North, Range Twenty-seven West (T48N, R27W), Ishpeming Township, Marquette County, Michigan:

The South 300 feet of the North Half of the Southwest Quarter (N1/2 of SW1/4), the South Half of the Southwest Quarter (S1/2 of SW1/4), the West 350 feet of the South 100 feet of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) and the South Half of the Southeast Quarter (S1/2 of SE1/4) in Section Twenty-seven (27);

the Northeast Quarter of the Northeast Quarter (NE1/4 of the NE1/4) of Section Thirty-four (34) all in Township Forty-eight North, Range Twenty-seven West (T48N, R27W) and lying above an elevation of 1392 feet ASL to be used for the creation of a Cross County Ski Trail and adjunct facilities as such trail is shown on the attached map.

2. Term. The term of this lease shall be for the term of one (1) year commencing with the date of this document. This lease shall be automatically renewed from year to year thereafter for a total of nineteen (19) renewal periods subject however to the right of either party hereto to terminate this lease by giving the other party a six (6) month notice of termination, in writing delivered to the other party at the address herein contained or as may be directed hereafter by written notice. On termination or expiration, Lessee shall deliver up the premises free and clear of any liens or encumbrances which may have been created by Lessee.

3. Rent. Lessee shall pay to the Lessor rent equal to one hundred dollars (\$100.00) for the original term payable on the execution hereof and one hundred dollars (\$100.00) on the anniversary date on which each annual renewal shall occur. As additional rent, Lessee shall pay on invoice all real estate property taxes levied and which shall become a lien against the premises during the term of this lease or any renewal thereof. As additional rent, Lessee agrees to provide Lessor with periodic access over and across lands owned by Lessee which may be adjacent to the lands owned by Lessor as well as to the premises which are

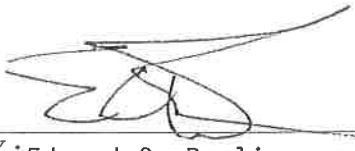
the subject of this lease. Such periodic access shall be for logging, surveying, studying and sampling and similar uses.


4. Cutting of Timber. Lessee may cut such trees and limbs as may be necessary for the establishment and maintenance of the actual trail.

5. Liability. Lessee shall maintain insurance for liability due to injury to person or property arising out of Lessee's use of the premises in an amount which shall be satisfactory to the Lessor and which shall be commensurate with insurance Lessor requires of other Lessees in similar circumstances and which insurance shall name Lessor as an additional insured. Lessee shall further agree to indemnify and hold Lessor harmless from any and all liability to persons or property which shall arise out of Lessee's occupation of the premises including actual attorney's fees and all necessary and reasonable costs incurred by Lessor in defending any such claims.

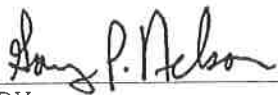
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

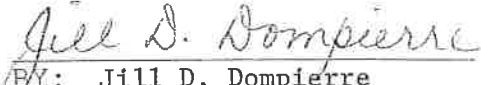
LESSOR:
THE CLEVELAND-CLIFFS IRON COMPANY


BY: Edward C. Dowling
Executive Vice President-Operations

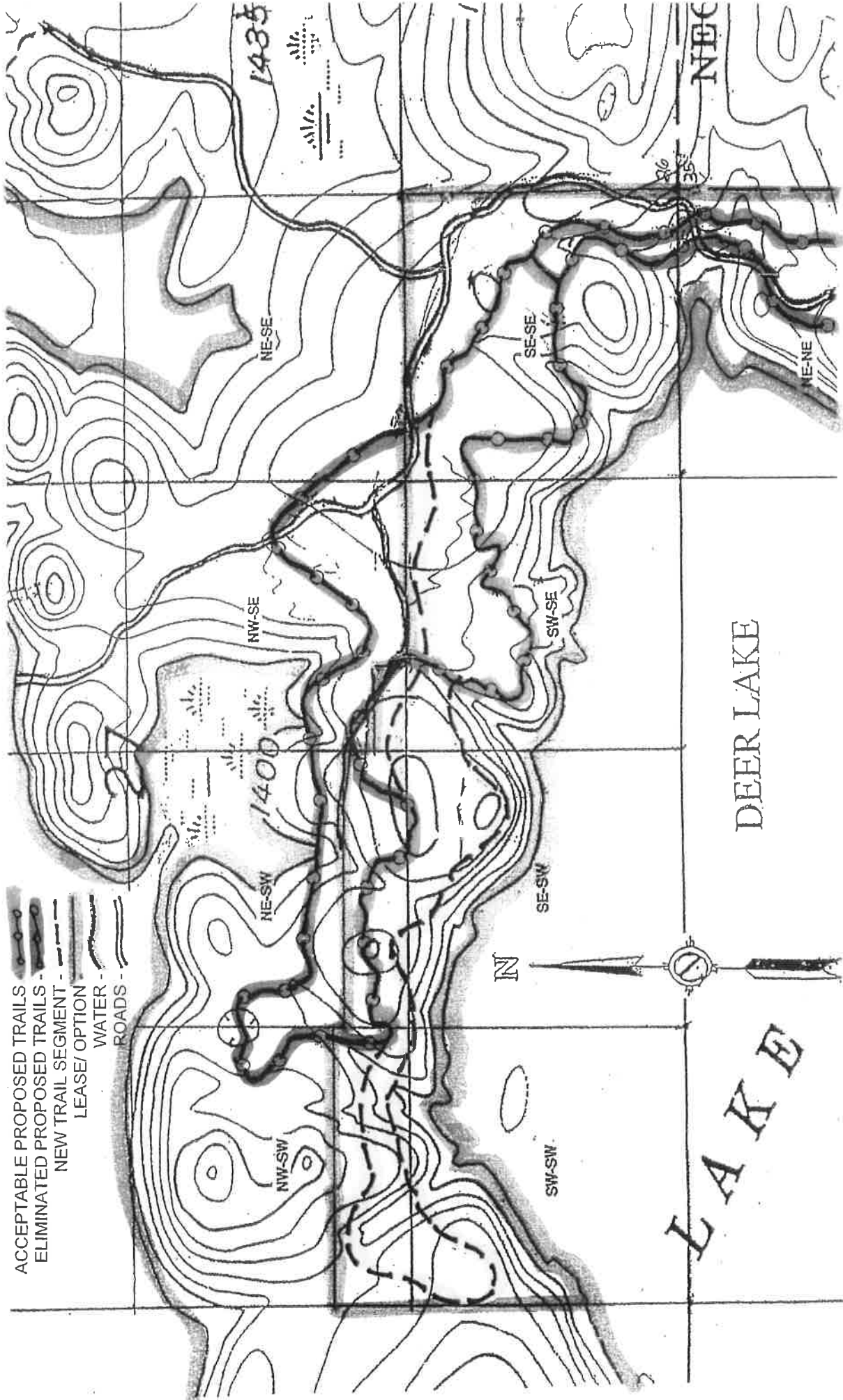

BY: John E. Lenhard
Vice President, Secretary
and General Counsel

LESSEE:
CITY OF ISHPEMING


BY: Gary P. Nelson, Mayor


BY: Jill D. Dompierre
Deputy City Clerk

- ACCEPTABLE PROPOSED TRAILS
- ELIMINATED PROPOSED TRAILS
- NEW TRAIL SEGMENT
- LEASE/OPTION
- WATER
- ROADS



Attachment 4

Ishpeming Ordinance Prohibiting Motorized Vehicles in City Parks

ORDINANCE NO. 5-900

AN ORDINANCE PROHIBITING THE OPERATION OF THREE-WHEELERS, FOUR-WHEELERS, ATVS, DIRT BIKES, MOPEDS, OFF-ROAD VEHICLES (ORV) AND SNOWMOBILES IN CITY PARKS

Section 1. Definitions.

- a) The words used in this Ordinance shall have the same meaning as defined in the Uniform Traffic Code, unless otherwise defined herein.
- b) "City park" shall mean each of the following parks:
 - i. The-Al Quaal Recreation Area, as defined and located on the Al Quaal Recreation Area Boundary Map attached hereto;
 - ii. The City Playgrounds, as defined and located on the Playground Boundary Map attached hereto;
 - iii. Lake Bancroft Park, as defined and located on the Lake Bancroft Park Boundary Map attached hereto;
 - iv. Those playlots, parks, and recreation areas identified as sites 1, 2, 4, 5, 7, and 8-13 inclusive on Map 5-1 City of Ishpeming Recreation Sites, attached hereto, and as more fully described in the official City of Ishpeming Recreation Plan.
- c) "ATV" means a 3- or 4-wheeled vehicle designed for off-road use that has low-pressure tires, has a seat designed to be straddled by the rider, and is powered by a 50 cc to 500 cc gasoline engine or an engine of comparable size using other fuels.
- d) "Motorcycle" means every motor vehicle which has a saddle or seat for the use of the rider and which is designed to travel on not more than three wheels in contact with the ground, but excludes a tractor.
- e) "Motor vehicle" means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but which is not operated upon rails.
- f) "ORV" means a motor driven off-road recreation vehicle capable of cross-country travel without benefit of a road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. ORV includes, but is not limited to, a multi-track or multi-wheel drive vehicle, an ATV, a motorcycle or related 2-wheel, 3-wheel, or 4-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, or other means of transportation deriving motive power from a source other than muscle or wind. ORV does not include a registered snowmobile, a farm vehicle being used for farming, a vehicle used for military, fire, emergency, or law enforcement purposes, a vehicle owned and operated by a utility company or an oil or gas company when performing maintenance on its facilities or on property over which it has an easement, a construction or logging vehicle used in performance of its common function, or a registered aircraft.

- g) "Snowmobile" means any motor-driven vehicle designed for travel primarily on snow or ice of a type that utilizes sled-type runners or skis, an endless belt tread, or any combination of these or other similar means of contact with the surface upon which it is operated, but is not a vehicle that must be registered under the Michigan Vehicle Code, Act No. 300 of the Public Acts of 1949, being Sections 257.1 to 257.923 of the Michigan Compiled Laws.
- (h) "Dirt bike" or "moped" means every motorcycle that is not licensed for use on public highways.

Section 2. It shall be unlawful for any person to operate any ATV, dirt bike, moped, ORV, or snowmobile in any City park at any time.

Section 3. It shall be unlawful for any person to operate a motorcycle or a motor vehicle designed to travel on four wheels, or more, such as a passenger automobile, van, or pickup truck, in any City park, except on designated roads and parking areas and at designated times as posted.

Section 4. Signs shall be erected at conspicuous places at each entrance to every City park giving notice of the above restrictions.

Section 5. The prohibitions contained herein shall not apply to any law enforcement officer, conservation officer, or municipal employee while in the performance of his or her official duties, or to any ambulance or bona fide emergency rescue vehicle.

Section 6. Al Quaal Recreation Area.

It shall be unlawful for any person, except a law enforcement officer, a conservation officer, or an authorized municipal employee to operate a motor vehicle in the Al Quaal Recreation Area between the hours of 10:00 p.m. and 7:00 a.m. Gates shall be erected at the Mather Avenue, Hickory Street, and Prairie Avenue entrances to the Al Quaal Recreation Area, which shall be closed at 10:00 p.m. each night to enforce the prohibition set forth herein.

Section 7. Repealed.

Section 6.29 of the Uniform Traffic Code is hereby repealed.

Section 8. Penalty.

Every person violating any provision of this ordinance shall be guilty of a misdemeanor punishable by a fine not to exceed \$500.00 or by imprisonment in the Marquette County Jail for a period not to exceed 90 days, or both, plus restitution to the City of Ishpeming for any damage caused to any property, habitat, wildlife, real property, trees, flora, fauna, or other improvements, as determined in the discretion of the Court.

Adopted: October 9, 2002

Attachment 5

Negaunee Legal Description of Teal Lake Ownership

2
1 of 2 2007R-01316
return

2007R-01316

MICHIGAN REAL ESTATE TRANSFER TAX



MARQUETTE COUNTY, MI
2007R-01316 06 Feb 2007
00006030
\$ 41.25 C \$ 281.25 S

PATRICIA A. MANLEY
REGISTER OF DEEDS
MARQUETTE COUNTY
MICHIGAN

RECORDED ON
02/06/2007 02:49PM

REC FEE: 17.00
PAGES: 2

WARRANTY DEED

The Grantors **THOMAS G. BEARD, JR., survivor of joint tenancy with rights of survivorship with Lucy E. Beard, Deceased**, a single man of 422 Center Street, Marquette, Michigan, 49866 convey(s) and warrant(s) to **CITY OF NEGAUNEE**, of 100 Silver Street, Negaunee, Michigan, 49866, the following described premises situated in the City of Negaunee, County of Marquette and State of Michigan:

10/10/07

Part of the North Half of the Northwest Quarter (N ½ of NW ¼) of Section 31, Township 48 North, Range 26 West, more fully described as: Commencing at the Northwest corner of said Section 31; thence South 00°03'55" West, 398.00 feet along the West line of said Section 31 to the Point of Beginning; thence South 00°03'55" West, 504.00 feet along said West Section line; thence North 78°34'45" East, 1263.52 feet to a Point on the centerline of Baldwin Kiln Road; thence Northwesterly, 171.31 feet along the arc of a 960.58 foot radius curve to the left, the chord of which bears North 38°42'17" West, 171.08 feet along said centerline; thence Northwesterly, 119.27 feet along the arc of a 300.59 foot radius curve to the left, the chord of which bears North 22°13'45" West, 118.49 feet along said centerline; thence North 89°26'25" West, 1086.18 feet to the Point of Beginning. Subject to a 33 foot easement for Baldwin Kiln Road along the Easterly side thereof.

The Death Certificate for Lucy E. Beard has been recorded at the Marquette County Register of Deeds' Office as Document Number 2007R-01139 on February 1, 2007.

Subject, however, to any and all exceptions, reservations and conditions of record and also subject to easements, rights of way, prescriptive easements or encroachments which a careful examination of the property would disclose;

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining thereto, subject to easements and buildings and use restrictions of record for the sum of Thirty-seven Thousand Five Hundred (\$37,500.00) Dollars.

The Grantor also grants to the Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of Public Acts of 1967.

The above described premises 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.

Dated this 5 day of February, 2007.

Treas. Cert. 12972C/B

Signed by:

THOMAS G. BEARD, JR.

Dave Palmer

STATE OF MICHIGAN }
 }SS.
COUNTY OF MARQUETTE }

The foregoing instrument was acknowledged before me this 5 day of Feb, 2007, by **THOMAS G. BEARD, JR.**, Grantor of said such property described above.

Cheeryl Jackson
Cheryl Jackson, Notary Public
Marquette County, Michigan
My Commission Expires: _____

CHERYL L. JACKSON
Notary Public, Marquette County, MI
My Commission Expires Aug. 5, 2007



When Recorded Return to:

✓ City of Negaunee
(Name)
100 Silver Street
(Address)
Negaunee MI 49866
(City, State, Zip Code)

Send Subsequent Tax Bills To:

City of Negaunee
(Name)
100 Silver Street
(Address)
Negaunee MI 49866
(City, State, Zip Code)

Prepared By:
Darrell R. Dettmann
SWANSON & DETTMANN, P.C.
419 W. Washington St.
Marquette, MI 49855
(906) 228-7355

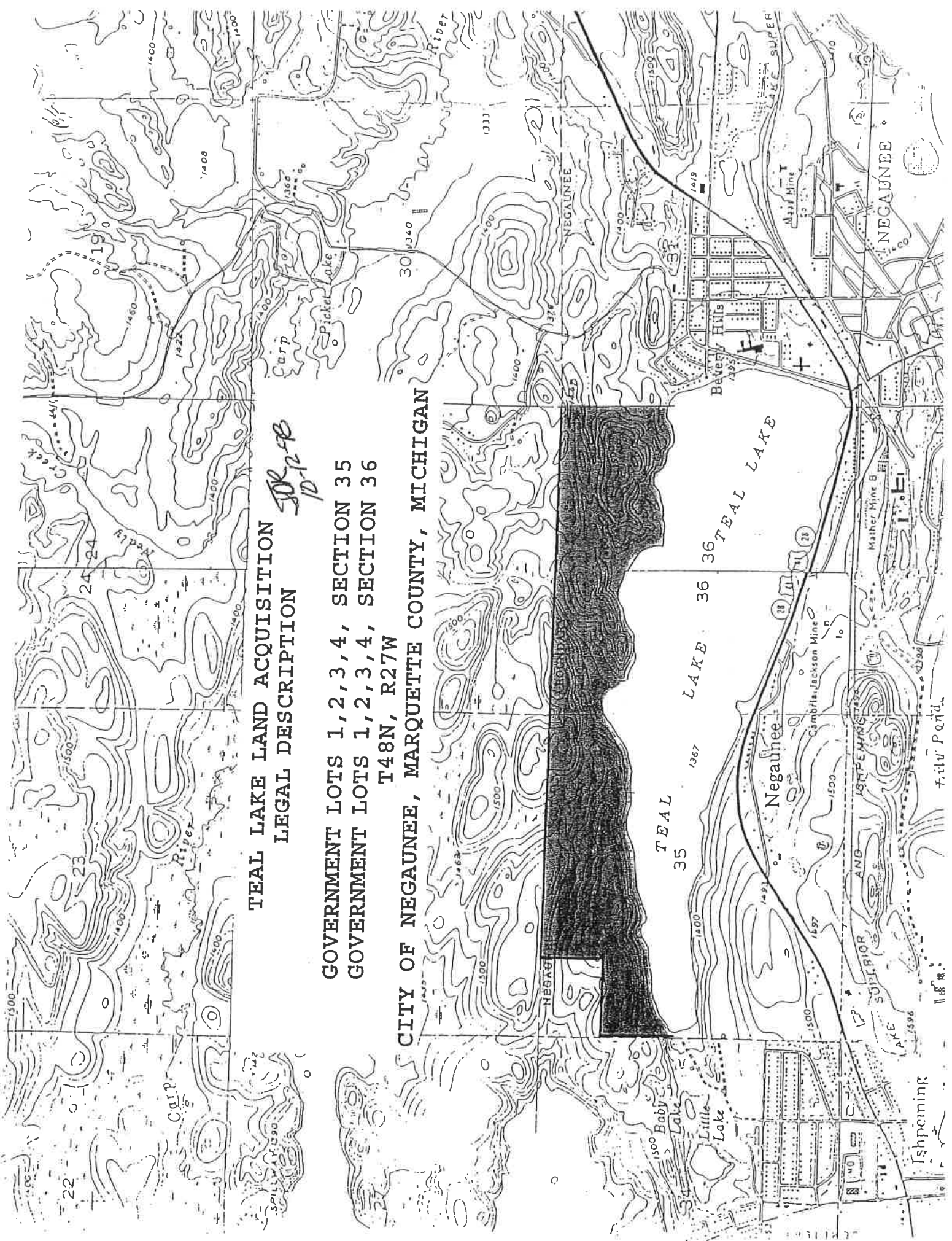
* Name of, Notary Public, and persons executing this instrument must be printed, typewritten or stamped immediately beneath the signature of such person.

TEAL LAKE LAND ACQUISITION
LEGAL DESCRIPTION

DRP
10-2-88

GOVERNMENT LOTS 1, 2, 3, 4, SECTION 35
GOVERNMENT LOTS 1, 2, 3, 4, SECTION 36
T48N, R27W

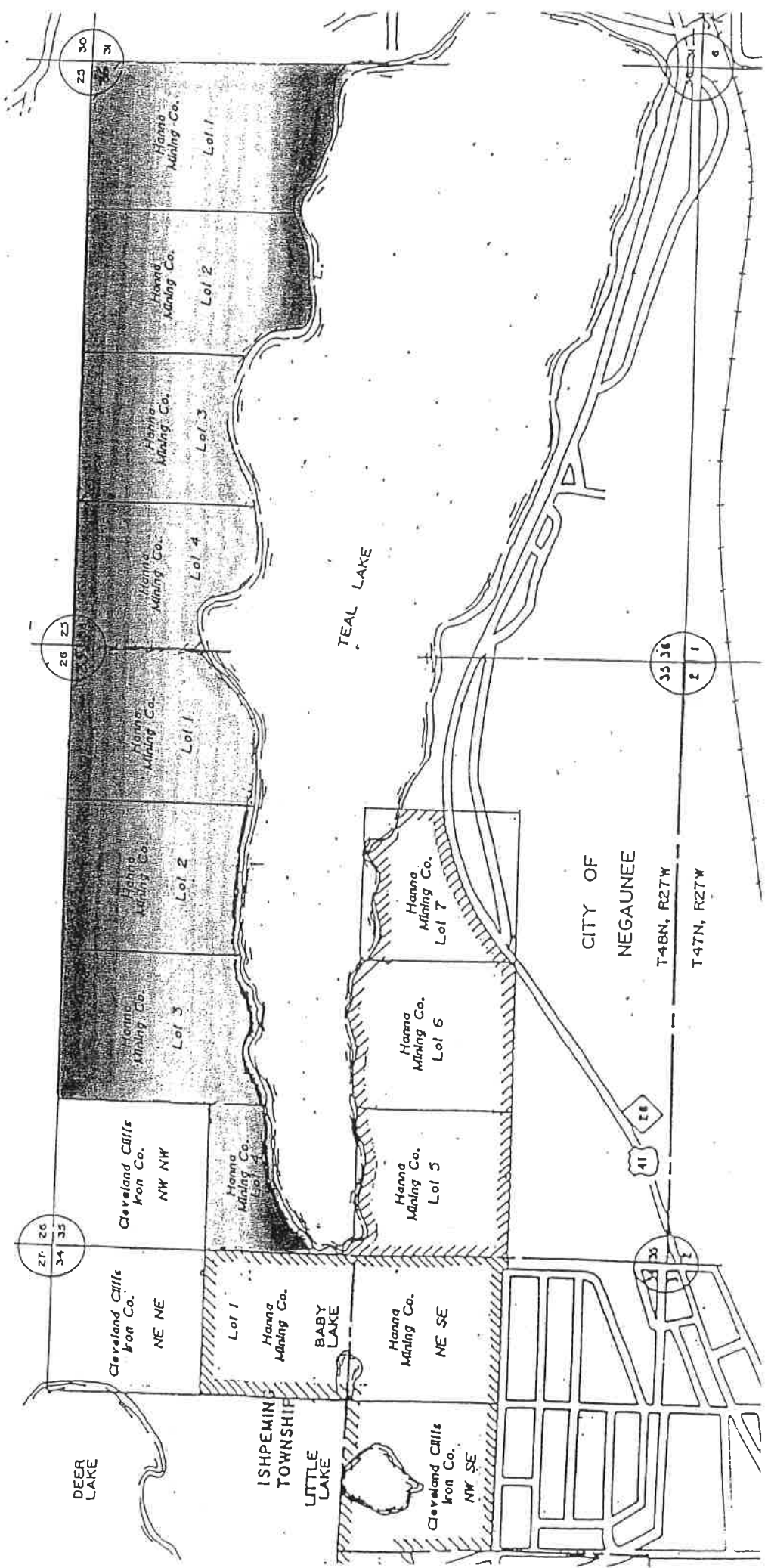
CITY OF NEGAUNEE, MARQUETTE COUNTY, MICHIGAN



TEAL LAKE LAND ACQUISITION
LEGAL DESCRIPTION

GOVERNMENT LOTS 1, 2, 3, 4, SECTION 35
GOVERNMENT LOTS 1, 2, 3, 4, SECTION 36
T48N, R27W

CITY OF NEGAUNEE, MARQUETTE COUNTY, MICHIGAN



Attachment 6

Land Acquisition Project Agreement

NATURAL RESOURCES
COMMISSION

JERRY C. BARTNIK
KEITH J. CHARTERS
LARRY DEVUYST
L. THORNTON EDWARDS, JR.
PAUL EISELE
DAVID HOLLI
WILLIAM U. PARFET

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF NATURAL RESOURCES

STEVENS T MASON BUILDING, PO BOX 30028, LANSING MI 48909-7528

K. L. COOL, Director

REPLY TO:

RECREATION GRANTS SECTION
BUDGET AND PROGRAM SUPPORT DIVISION
OTTAWA BLDG
PO BOX 30425
LANSING MI 48909-7925

September 24, 1996

Mr. Richard Burke
Parks and Recreation Director
City of Ishpeming
100 E. Division Street
Ishpeming, MI 49849

Dear Mr. Burke:

SUBJECT: TF 95-316, Al Quaal Land Acquisition

Enclosed is your completed Michigan Natural Resources Trust Fund (MNRTF) Project Agreement. If you find it necessary to make changes in this project which will require changing the Project Agreement, it would be best to notify us 90 days in advance. This will give us sufficient time to review your proposal and, if we support your request, amend the Project Agreement.

From this point forward, please refer to your copy of "Acquisition Procedures". This will help you understand how to comply with Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Michigan Act 227, Public Acts of 1972. It is important that this supplement be used during acquisition. Attached to the booklet is a copy of our "Appraisal Report Standards" (Exhibit D). The appraiser should thoroughly review this material before preparing the appraisal report. We ask that you provide this office with two copies of the appraisal and a signed copy of the "Standards". Especially note the requirements for a ten-year history of conveyance.

The project will expire on the date given in the Project Agreement. Every effort should be made to complete your project by that date.

It is extremely important that the entire Project Agreement be read and retained in your files. The acceptance of MNRTF funds to purchase property requires that it remain open for public outdoor recreation in perpetuity. There is also an important requirement that provides for transfer to the State of a portion of any mineral rights acquired.

Please do not hesitate to contact us if you have any questions or if we can be of assistance.

Sincerely,

Michael L. McDonald, Supervisor
Recreation Grants Section
Budget and Program Support Division
517-335-3042

MLM:lh
Enclosure

P.S.: The Project Agreements contained attached 1996 surveys of Govt 5 and 6. If the information for Govt Lot 6 impacts another Trust Fund project, please notify us, in writing, of how to proceed.

Project Number: TF 95-316
Project Title: Al Quaal Land Acquisition

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES

Michigan Natural Resources Trust Fund
Land Acquisition Project Agreement

THIS AGREEMENT, made this 1st day of August, 1996, between the Michigan Department of Natural Resources, for and on behalf of the State of Michigan, hereinafter referred to as the "DEPARTMENT" and the CITY OF ISHPEMING, a Michigan Municipal Corporation, hereinafter referred to as the "GRANT RECIPIENT".

WITNESSETH:

WHEREAS, Part 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, provides for the establishment of the Michigan Natural Resources Trust Fund; and

WHEREAS, Part 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, provides moneys deposited in said fund and the interest thereto accruing shall be used exclusively for the purchase and development of land for recreational purposes included but not limited to hunting, fishing, camping, hiking, picnicking and swimming; and

WHEREAS, P.A. 353 of 1996, appropriates funds from the Michigan Natural Resources Trust Fund to the DEPARTMENT for a grant in aid to the GRANT RECIPIENT, for acquisition of said GRANT RECIPIENT of title in fee to lands to be utilized solely for recreation purposes; and

WHEREAS, the DEPARTMENT and the GRANT RECIPIENT, in fulfillment of the purposes of Part 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994 and P.A. 353 of 1996, have negotiated the within Agreement; and

WHEREAS, P.A. 227 of 1972 outlines the procedures and requirements for the acquisition of property by the State or with funds provided by the State;

NOW THEREFORE, the DEPARTMENT and the GRANT RECIPIENT hereinbefore named, in consideration of the terms, promises, conditions, and assurances hereinafter set forth, mutually agree to perform the terms and conditions of this Agreement in accordance with the Michigan Natural Resources Trust Fund, Part 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, P.A. 353 of 1996, and P.A. 227 of 1972.

1. It is agreed by and between the DEPARTMENT and the GRANT RECIPIENT that this Agreement shall be administered on behalf of the DEPARTMENT through its Budget and Program Support Division. All reports, documents, or actions required of the GRANT RECIPIENT shall be submitted to the Michigan Natural Resources Trust Fund, Michigan Department of Natural Resources, Budget and Program Support Division, Recreation Grants Section, P.O. Box 30425, Lansing, Michigan 48909-7925.

2. The DEPARTMENT hereby promises:

(a) To grant to the GRANT RECIPIENT a sum of money equal to Seventy-Five (75%) percent of the total cost of acquisition of fee simple title free of all liens and encumbrances to the lands hereinafter described, but which grant shall not in any event exceed the sum of Ninety Thousand (\$90,000.00) dollars.

(b) To include in the total cost of acquisition those costs authorized by P.A. 227 of 1972, and paid in accordance therewith by the GRANT RECIPIENT; and to include reasonable and appropriate costs for recording fees, title insurance, contract appraisal and Phase I environmental assessment costs provided said costs are incurred and paid by the GRANT RECIPIENT on or after the effective date of this Agreement. Contract appraisal costs will be accepted if performed no more than 6 months prior to the effective date of this Agreement or otherwise approved by the State.

(c) To pay the amount of money promised under subsection (a) above or the portion thereof necessary to satisfy provisions of this Agreement, to the GRANT RECIPIENT after (1) acquisition of fee simple title free of all liens and encumbrances has been completed, (2) proof of acquisition of marketable record title is submitted to the DEPARTMENT and approved by the Attorney General, said proof to be in the form of a policy of title insurance insuring the GRANT RECIPIENT is possessed of marketable record title in fee simple free of all liens and encumbrances to the lands hereinafter described, and said policy to insure the GRANT RECIPIENT against loss or damage at least equal to the purchase price of the subject lands, (3) the costs of acquisition has been verified by DEPARTMENT audit, (4) the GRANT RECIPIENT has made proper conveyance to the State of Michigan of all mineral rights to which the State is entitled under this Agreement, and (5) the GRANT RECIPIENT has erected a plaque as required under this Agreement.

(d) Payments will be made on a reimbursement basis: up to 90% of the maximum reimbursement allowable under the grant will be disbursed upon receipt of the documents and fulfillment of the requirements in Section 2c. The final payment of ten percent (10%) will be released pending satisfactory audit by the DEPARTMENT.

3. The GRANT RECIPIENT agrees that the grant herein provided is for the acquisition by the GRANT RECIPIENT of fee simple title free of all liens and encumbrances to lands situate and being in the CITY OF ISHPEMING, COUNTY OF MARQUETTE, State of Michigan, more particularly described as (Insert legal description): Acres: 36.41 and shown on attached, initialed and dated boundary map.

*per attached survey
MC-DNR 9-19-96*

See attached legal description

Said property shall be used for expansion of the City's ownership of the Al Quaal recreation area, an active and passive recreation area.

4. The GRANT RECIPIENT further agrees:

(a) To appropriate the sums sufficient to acquire fee simple title to the lands above described.

(b) To complete an appraisal of the property to determine the fair market value thereof, said appraisal to be conducted in accordance with standards established by the DEPARTMENT. Two appraisals are required for properties valued at \$500,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement. No written offer to purchase the premises shall be transmitted by the GRANT RECIPIENT until after the appraisal(s) has been submitted to and approved in writing by the DEPARTMENT. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement.

(c) To perform; or to contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of said lands, and the relocation of tenants, owners, and/or businesses in accordance with and consistent with provisions of P.A. 227 of 1972, supra, and the terms of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (PL 91-646) 94 Stat 1894 (1970).

(d) To execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan an undivided Seventy-Five (75%) percent interest in and to all of the interests acquired by the GRANT RECIPIENT in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands above described.

(e) To complete acquisition of said lands before December 31, 1997, and to provide to the DEPARTMENT the documents and information required to comply with Paragraph 2(c) of the Agreement within sixty (60) days after the actual acquisition of said property. Failure to acquire the property and submit the required documents and information for review before March 31, 1998, shall render this Agreement null and void and of no effect whatsoever.

(f) To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANT RECIPIENT for not less than three years following submittal of the final reimbursement request of the property.

(g) To erect and maintain a plaque either on the park entry sign of the property, or if no park entry sign exists, to construct an entry sign identifying the site as available for public use with the Trust Fund plaque posted on the sign, which designates this project as one having been constructed with the assistance of the Michigan Natural Resources Trust Fund. The size, color, and design of this plaque shall be in accordance with Department specifications.

(h) To make the property as shown on the attached boundary map and any future facilities provided thereon available for public recreation IN PERPETUITY and in accordance with uses described in the land acquisition proposal and associated documents, and to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.

(i) To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the property and/or any facilities constructed thereon, and to provide to the DEPARTMENT FOR APPROVAL, all amendments thereto prior to the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon.

(j) To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANT RECIPIENT'S park and recreation program.

(k) To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of said property and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably acquire.

(l) To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT prior to the effective date thereof.

(m) To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the said property.

(n) To keep the said property and any facilities located thereon and the land and access ways to the said property open to the public at all times on equal and reasonable terms and to deny no individual ingress or egress thereto or the use thereof on the basis of race, color, religion, national origin, creed, sex, residence, or citizenship.

(o) To agree that the project site will not be named in honor of a person either living or deceased.

5. Title, Use and Control.

(a) The GRANT RECIPIENT agrees that the property described above, and in the dated project boundary map made part of this Agreement pursuant to Paragraph 8, is being acquired or expanded with Michigan Natural Resources Trust Fund assistance and that without the approval of the MNRTF Board (referred to as the "BOARD"), it shall not be converted to other than public recreation use but shall be maintained for public recreation use in perpetuity. The BOARD shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANT RECIPIENT of other recreation properties of at least fair market value and of reasonably equivalent usefulness and location. Such substituted, i.e. "replacement" land shall be subject to all the provisions of Paragraph 5. The approval of conversion shall be at the sole discretion of the BOARD.

(b) It is agreed by and between the parties hereto that the said property and any facilities located thereon shall not be wholly or partially conveyed, either in fee or otherwise leased for a term of years or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the MICHIGAN NATURAL RESOURCES TRUST FUND BOARD.

(c) It is expressly understood and agreed by and between the parties hereto that the GRANT RECIPIENT shall acquire fee simple title, free of all liens and encumbrances, to the lands described above. The fee simple title acquired shall not be subject (1) to any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.

(d) Should title to the above described lands or any portion thereof be acquired from the GRANT RECIPIENT by any other entity through exercise of the power of eminent domain, the GRANT RECIPIENT agrees that the proceeds awarded to the GRANT RECIPIENT shall be used to replace the lands affected with recreation lands of at least equal fair market value, and of reasonably equivalent usefulness and locality. The BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of Paragraph 5 hereof.

(e) The GRANT RECIPIENT hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant rights, to and in the said property.

6. The GRANT RECIPIENT acknowledges that it has examined the property and that it has found the property to be safe for public use or that action can and will be taken by the GRANT RECIPIENT to assure safe use of the property by the public; that the GRANT RECIPIENT is solely responsible for development, operation, and maintenance of the property, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANT RECIPIENT; that the responsibility for deciding whether or not to carry public liability insurance, the amounts, coverage, and all other particulars with respect thereto is solely that of the GRANT RECIPIENT; and that the DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANT RECIPIENT in acquiring same.

7. It is expressly understood and agreed by and between the parties hereto that neither this Agreement, nor any section, paragraph, provision, or portion hereof shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the DEPARTMENT as regards the subsequent operation and/or maintenance of the said premises and/or any facilities provided thereon.

8. It is expressly understood by and between the parties hereto that the land acquisition proposal form bearing the project number from Page 1 and associated documents, including a dated project boundary map, are by this reference made part of this Agreement.

9. The GRANT RECIPIENT agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANT RECIPIENT with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANT RECIPIENT agrees that payment by the GRANT RECIPIENT to the State of Michigan of an amount equal to the amount of assistance extended under this Agreement by the State of Michigan would be inadequate compensation to the State for any breach of this Agreement. The GRANT RECIPIENT further agrees therefore, that the appropriate remedy in the event of a breach by the GRANT RECIPIENT of this Agreement shall be the specific performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and date first above written.

Approved by resolution (true copy attached) of the September 4, 1996,
Regular meeting of the Ishpeming City Council
(special or regular) (approving body)

LOCAL UNIT OF GOVERNMENT

SIGNED:

WITNESSED BY:

By: Anges J. Basio
Title: Mayor

Carol A. Holmgren
Corbin S. Hytinen

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By: Michael L. McDonald
Michael L. McDonald
Title: SUPV. Rec Grants
Supervisor, Recreation Grants Section
Budget and Program Support Division

Linda S. Harlow
Julia A. Chamberlain

Date: 9/19/96

RESOLUTION

Upon motion made by Councilwoman Blanck and seconded by Councilman LePage, the following Resolution was adopted:

WHEREAS, Part 19, Natural Resources Trust Fund, of the Natural Resource and Environmental Protection Act, Act 451 of the Public Acts of 1994, establishes the Michigan Natural Resources Trust Fund which provides for acquisition and development of lands for public recreation purposes.

AND WHEREAS, the City of Ishpeming desires to acquire lands for public recreational purposes.

AND WHEREAS, the aforementioned unit of government agrees to be solely responsible for the operation and maintenance of the property as set forth in said Agreement.

THEREFORE BE IT RESOLVED, that the City of Ishpeming is authorized to enter into the Project Agreement with the Michigan Department of Natural Resources and agrees to perform the terms and conditions of said Agreement.

The following aye votes were recorded: Five

The following nay votes were recorded: None

STATE OF MICHIGAN)
) ss
COUNTY OF MARQUETTE)

I, Corbin S. Hytinen Clerk of the City of Ishpeming, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources at a Regular (regular or special) meeting held September 4, 19 96.

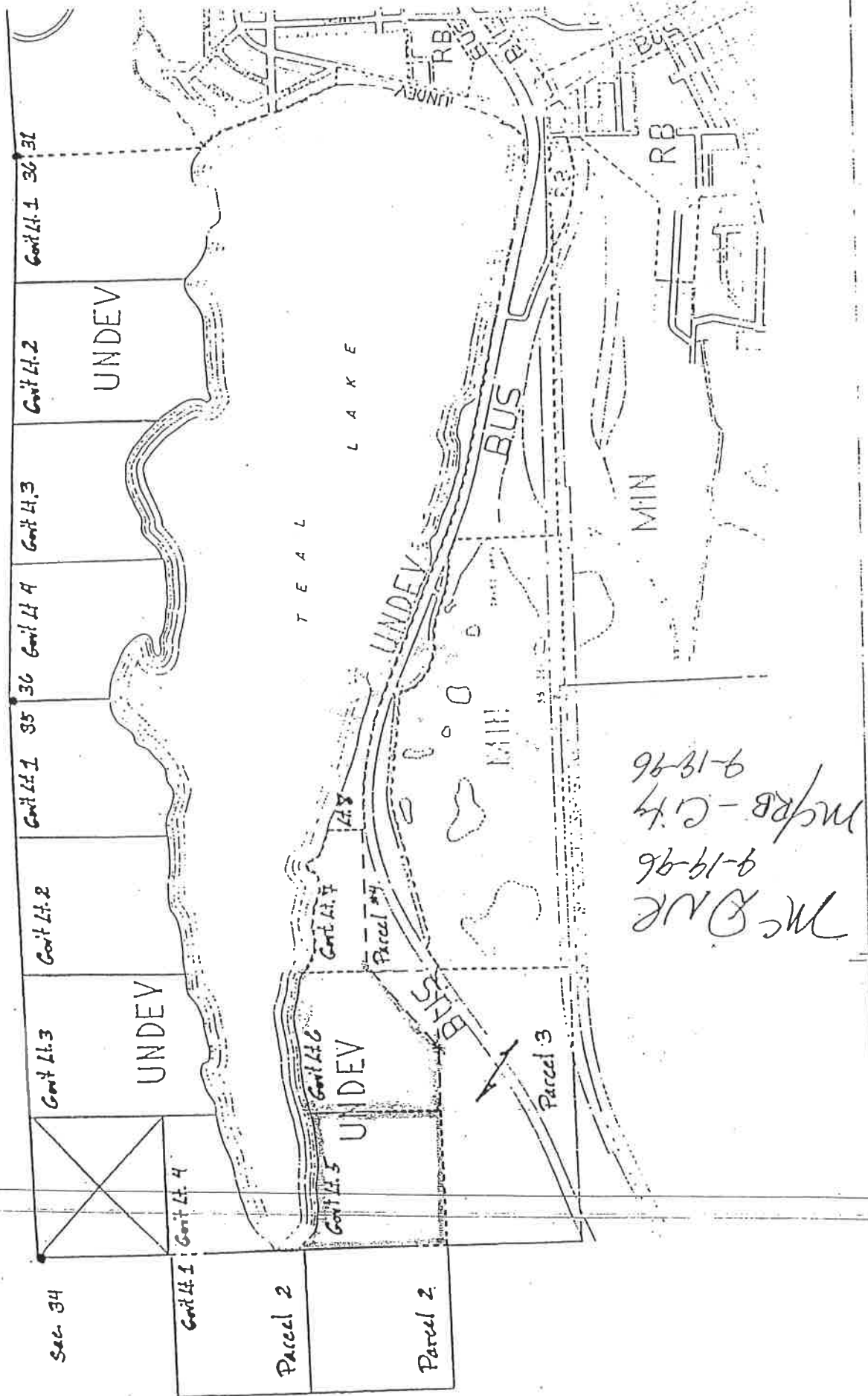

Signature

Dated: September 5, 1996

City Clerk

Title

Site Location



SUGGESTED LEGAL DESCRIPTIONS
FOR CONVEYANCES FROM NATIONAL STEEL CORPORATION
TO THE CITY OF ISHPEMING

Government Lot Five (5) of Section Thirty-Five (35), Township Forty-Eight North Range Twenty-Seven West (T48N-R27W), City of Negaunee, Marquette County, Michigan.

The above described parcel contains 36.41 acres, more or less, to the water's edge of Teal Lake and is subject to all such conditions, exceptions and reservations, as may be contained in the conveyances constituting the recorded chain of title of said premises.

ALSO

Government Lot Six (6) of Section Thirty-Five (35), Township Forty-Eight North Range Twenty-Seven West (T48N-R27W), City of Negaunee, Marquette County, Michigan EXCEPTING THEREFROM the following described parcel:


Commencing at the South Quarter Corner of said Section 35; thence N00°32'27"E along the North-South Quarter line 1311.81 feet to the Center South Sixteenth Corner, the Point of Beginning of said exception;

Thence N89°48'54"W along the South Sixteenth Line 341.28 feet; thence N49°19'18"E 453.71 feet to said Quarter line; thence S00°32'27"W along said Quarter line 296.85 feet to the Point of Beginning.

The above described parcel contains 37.72 acres, more or less, to the water's edge of Teal Lake and is subject to all such conditions, exceptions and reservations, as may be contained in the conveyances constituting the recorded chain of title of said premises.

Prepared by: E C I
424 S. Pine Street
Ishpeming, MI 49849
(906) 485-1011

By:


Alan K. Pierce, L.L.S.
Reg. No. 30097

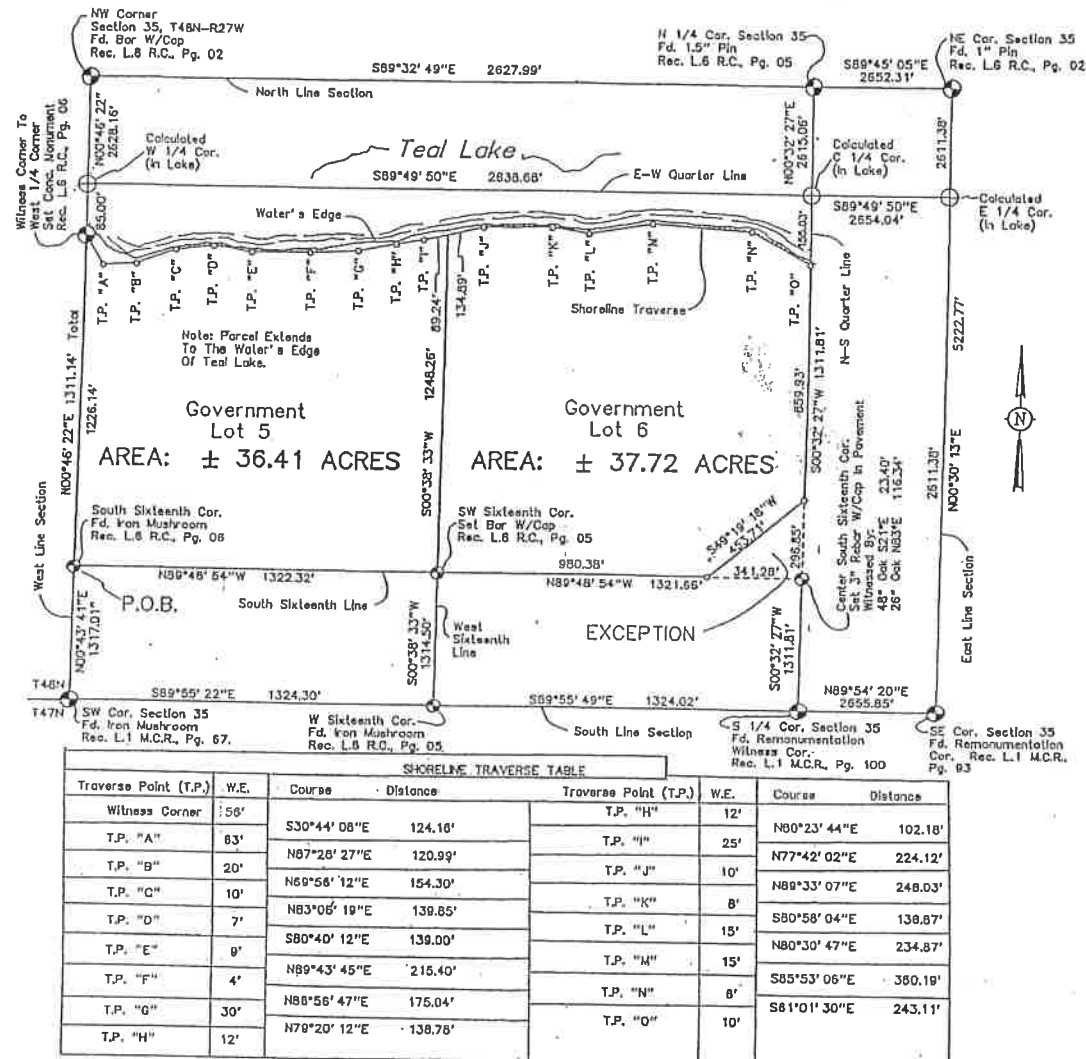
Prepared for: National Steel Corporation

E C I Job No: 51187m01

CERTIFICATE OF SURVEY

PREPARED FOR: **NATIONAL STEEL CORPORATION**

NOTE: In accordance with the requirements of Section No. 1, Act No. 280, P.A. 1972, this "Certified Copy of Survey shall be recorded at the time of recording the Conveyance of Title with the Register of Deeds, in the County in which the Land is situated."



LEGEND

- = FOUND IRON (AS NOTED)
- ▲ = FOUND CONCRETE MONUMENT
- △ = SET CONCRETE MONUMENT

- (R) = RECORD DIMENSION
- (M) = MEASURED DIMENSION
- (C) = CALCULATED

- = SET IRON WITH R.L.S. CAP
- = OTHER (AS NOTED)
- T.P. = TRAVERSE POINT
- W.E. = WATER'S EDGE

SURVEYOR'S CERTIFICATE: I hereby certify that I have surveyed and mapped the hereon described parcel of land; that the ratio of closure of the unadjusted field observations is less than 1 in 10,000 and within the accepted limits; and that I have fully complied with the requirements of Section No. 3, Act No. 132, P.A. 1970.

ENGINEERING CONSULTANTS, INC.

BY: Alan K. Pierce
ALAN K. PIERCE L.L.S. NO. 30097
DATE: 8-21-96

| | | | |
|--|-----------------------------|-------------------------|---------------|
| Engineering Consultants Inc. engineers · planners · land surveyors 424 South Pine Street, Ishpeming MI 49849 Telephone (906) 485-1011 "SERVING THE U.P. SINCE 1974" | | NORTH | |
| | | | |
| Drawn by: SKH | Encroachments: NONE VISIBLE | Scale: NONE | Sheet: 1 of 2 |
| Approved: | Bearing Basis: M.D.O.T. | Sec. 35 | T 48N R27W |
| Date: 8-21-96 | Revisions: | City of NEGAUNEE | Township |
| Project Description: BOUNDARY SURVEY- GOV'T LOT 5 & PART OF GOV'T LOT 6, SECTION 35, T48N-R27W, CITY OF NEGAUNEE, MARQUETTE COUNTY, MICHIGAN | | Client: NAT'L STEEL CO. | Job No. 51187 |

Attachment 7

Composite Map Recommendation

The attached map shows the locations as recommended by community representation

