

1. Agenda

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INKSTER CITY COUNCIL SPECIAL MEETING AGENDA

March 5, 2015

26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Hilliard L. Hampton, II
Mayor Pro Tem – Marcus L. Hendricks, District II

Council Members:

Timothy Williams, District I
Lorenzo A. Moner, Jr., District III
Michael A. Canty, District IV
Kim Howard, District V
Dennard Shaw, District VI

FELICIA RUTLEDGE
CITY CLERK

RICHARD MARSH
CITY MANAGER

DAVID JONES
CITY ATTORNEY

March 5, 2015

Special City Council Agenda – 6:00 PM

1. Call Meeting to Order

A. Roll Call

2. Public Participation

3. New Business

A. Discussion/Action: Consider funding for the Phase II Greenway project. **Pg. 1**

B. Discussion/Action: Consider an amendment to the Medical Marijuana Ordinance,
Ordinance # 852. **Pg. 52**

C. Discussion/Action: Consideration of the Summerfest.

4. Mayor and Council Communication

5. City Manager

6. Adjournment

Felicia Rutledge
City Clerk

Giffels Webster Letters

- **Grant Funding and City Budgeting**
- **Proposal for Engineering Services**

giffels webster

Memorandum

To: Mark Stuhldreher, City Treasurer
Richard Marsh, City Manager

From: Dave Root, Senior Engineer
Scott Chabot PE, Senior Project Manager
Paul Modi PE, Partner

Date: January 28, 2015

Project: Inkster Greenway
Trail Phase II

RE: Grant Funding and City Budgeting

Project Number: 18033.03

We prepared an outline of funding and budgeting information for the City of Inkster's use in planning for the construction of Phase II of the Inkster Greenway Trail.

\$ 1,137,000 Total Cost
900,000 Hard Cost
237,000 Soft Cost

\$ 1,137,000 Total Cost
192,500 MDNR Contribution
- 720,000 MDOT Contribution
224,500 City of Inkster's Total Contribution
- 80,000 Costs Previously Incurred & Paid By City
\$144,500 City's Current Contribution

Budget

Total Cost is \$1,137,000 based on an approximate \$900,000 hard cost estimate + \$237,000 soft cost.

Grants

The Michigan Department of Natural Resource (MDNR) will contribute 23% reimbursement, up to \$192,500, of the total cost, minus the cost of the traffic signal and crossing for Inkster Road. The hard cost for the signal and crossing is approximately \$108,000. The resultant cost \$1,029,000 at 23% reimbursement yields \$236,670 which exceeds the max contribution and therefore the City will be eligible for the full \$192,500 reimbursement from the MDNR.

The Michigan Department of Transportation (MDOT) will contribute 80% of the total hard cost for construction, providing a contribution of \$720,000.

The City would be responsible for the remaining amount of \$1,137,000 – 192,500 (MDNR) – 720,000 (MDOT) = \$224,500.

The \$224,500 cost to the City is reduced approximately \$80,000 by costs previously incurred and paid by the City bringing the City's cost to \$144,500.

 The City may be responsible for tree replacement pending an agreement and review from Wayne County Parks Department. We recommend the City explore grant funding from Wayne County to offset the cost for tree replacement.



January 19, 2015
February 3, 2015 Reissued

City of Inkster
Richard Marsh - Planning and Economic Development
26215 Trowbridge Road
Inkster, MI 48141

RE: Proposal for Engineering Services Related to
Phase II of the Inkster Greenway Trail

Project: Inkster Greenway Trail

Project Number: 18033.03

Mr. Marsh:

Per the City's request we have prepared a summary of services necessary to extend the grant funding previously obtained from the Michigan Department of Transportation (MDOT) and the Michigan Department of Natural Resources (MDNR). We will also provide the necessary services to secure the permits for construction of Phase II of the Inkster Greenway Trail project. We understand that the City must proceed expeditiously in order to stay within the MDNR's and MDOT's prescribed timelines for construction this year.

Giffels Webster previously prepared a set of plans and specifications to construct the second phase of the Inkster Greenway Path. These plans and specifications will be utilized to move forward with re-instating the permits for this phase.

The following scope of work is for Giffels Webster to provide engineering services to re-instate permits and construct Phase II of the Inkster Greenway Path. The following sections outline the individual services and respective fees necessary for grant administration, engineering and construction.

I. Grant Administration Services

A. Grant Administration & Coordination

- 1) Giffels Webster will work as the City's agent to facilitate grant administration tasks including:
 - a. Provide updates of the project timeline, procedure, correspondences and requirements to the City throughout the procurement process.
 - b. Provide an updated cost estimation to construct the path based on current construction cost data.
 - c. Meet with the City on a requested basis to outline costs related to construction and administrative responsibilities prior to, throughout and after completion of the project.
 - d. Attend City Council meetings as necessary for funding decisions related to the construction of this phase.
- 2) The Grant Administration & Coordination will be performed at a lump sum cost: \$8,500

B. Wayne County Parks Department Alignment Staking

- 1) Provide centerline staking of the proposed alignment. This is required to determine scope of tree impacts per discretionary requirements of the Wayne County Parks Department.
- 2) Stakes shall be provided every 50' and at all horizontal curves for a site walk and analysis by our Landscape Architect for tree impact.
- 3) The Alignment staking will be performed at a lump sum cost: \$4,800

C. Land Lease & DNR Agreement Update

- 1) Giffels Webster will work with the Wayne County Corporation Counsel to amend the Land Lease agreement including:
 - a. Provide an updated description and sketch for the path based on the latest alignment.
- 2) The Land Lease & DNR Agreement Update will be performed at a lump sum cost: \$2,500

II. **Engineering Services**

A. Bridge/Abutment Design

- 1) Per MDOT requirements provide construction ready plans and specifications that include the abutment design of the planned pedestrian bridge.
- 2) The Bridge/Abutment Design will be performed at a lump sum cost: \$2,500

B. Finalize Wayne County Permitting Items

- 1) Provide plan updates and coordination of Wayne County Departments permitting items include:
 - a. Parks Department
 - b. Department of Public Services
 - i. Storm Water Management
 - ii. Traffic & Planning
 - c. Soil Erosion & Sedimentation Control
- 2) Finalize Wayne County Permitting Items will be performed at a lump sum cost: \$4,250

C. Traffic Signal Design & Approval for Inkster Road Crossing

- 1) Finalize a pedestrian signal design for the path crossing of Inkster Road in accordance with AASHTO & MDOT standards to be approved by Wayne County.
- 2) Traffic Signal Design & Approval for Inkster Road Crossing will be performed at a lump sum cost: \$6,700

D. Tree Replacement Plan & Specifications

- 1) Provide a tree replacement plan and specifications based upon a mutually agreed approach with the Wayne County Parks Department. A tree impact analysis and site walk will be required to aid in the completion of this task.
- 2) The Tree Replacement Plan & Specifications will be performed at a lump sum cost: \$3,500

III. **Construction Services**

A. Construction/Contract Administration

- 1) Provide construction and contract administrative services to oversee the construction of Phase II of the path in accordance with MDOT Field Manager requirements and documentation including:
 - a. *Field Engineer* – Provide a staff member available to perform a site visit in the event that field conditions prohibit construction per the design and specifications and evaluate an alternative acceptable to the governing agencies. All necessary design changes will be discussed and approved by the MDOT project manager.
 - b. *Office Support* – Manage inspection reports, field tests, quantities and all documentation of the construction activities through MDOT's Field Manager and Field Book software.
 - c. *Communication* – Maintain & coordinate correspondence amongst all required agencies throughout construction (i.e. MDOT, MDNR, Wayne County, and MDEQ). All project communication with contractors and agencies will be documented and readily accessible for the City's record.
 - d. *Changes/Extras/Adjustments* – Inform MDOT and the City of any unanticipated project conditions or changes, extras or adjustments to the contract before processing a work order and/or recommendations.

- e. *Contentious Issues* – Responsible to resolve any problems, issues, discrepancies or other items brought to the attention of the Project Engineer by any of the respective contractors. All paving related concerns will be reported to the MDOT Project Manager.
 - f. *Contractor Claim* – Represent MDOT as the Project Engineer on any all claims for extra compensation and time extensions filed by the contractor.
 - 2) Provide contract administrative support through the Bidding and Contract Award process.
 - a. Review and approve contractor payment applications based on monthly progress, IDRs and MDOT Field Manager tracking procedures in accordance with MDOT and MDNR grant funding.
 - 3) Attend all site walk and project progress meetings (estimated 1 per month of construction).
 - a. A summary of the completed progress and any outstanding issues will be provided within five (5) business days to the City and the project manager from MDOT and MDNR for their record and review.
 - b. Provide a punch list upon completion of construction any potential hazards, deficient items of work or construction related damages with a recommendation for correction and a reasonable timeline for completion.
 - 4) Complete project closeout documents along with record information to be distributed to the governing agencies upon request.
 - a. *As-Built Plans* – Field locate all improvements for verification of construction and City record upon request.
 - 5) The Construction/Contract Administration will be performed on a time & material basis, not to exceed: \$31,500
- B. Construction Inspection**
- 1) Provide a daily inspection per MDOT requirements to oversee construction activities are performed in accordance with the designed plans and specifications.
 - 2) The inspector shall provide detailed reports of the work performed on a daily basis. Copies of the Inspector's Daily Reports (IDRs) shall be provided to the City of Inkster for their record at project completion and upon request.
 - 3) Provide an accurate reporting, documentation and monitoring of Soil Erosion & Sedimentation Control measures maintenance.
 - 4) The Construction Inspection will be performed on a time & material basis, not to exceed: \$57,500 based on an estimated ninety-six (96) crew day schedule for construction.
- C. Construction Layout/Staking**
- 1) Provide construction layout/staking in accordance with MDOT standards for construction.
 - a. *Clearing limits & erosion control fencing* – 1 set of stakes at a 50' interval and at changes of direction.
 - b. *Pathway* – 1 set of stakes along the approved Phase II alignment at a 50' interval @ the centerline and shoulder both sides + 25' interval @ horizontal and vertical curves.
 - c. *Re-staking* – The re-stake of any set of stakes will be provided on a time & material basis in accordance with our attached schedule of fees.
 - d. *Additional Staking* – Additional Staking requested by the MDOT Project Manager will be provided on a time & material basis in accordance with our attached schedule of fees.
 - 2) The Construction Layout/Staking will be performed at a lump sum cost: \$18,750
- D. Geotechnical Testing Services for Construction**
- 1) Provide geotechnical engineering services for construction based on MDOT and AASHTO guidelines for a non-motorized pathway construction.
 - 2) The following Testing services shall be provided based on the Phase II plans:
 - a. Proof-roll/Undercuts
 - b. Site Concrete
 - c. Inkster Signal Foundations

- d. Bridge Foundations/Abutments
- e. Aggregate Base
- f. Asphalt Paving

3) The Geotechnical Testing Services for Construction will be performed at a lump sum cost: \$16,750

Summary of Fees – I. Grant Administration Services

1) Grant Administration & Coordination	\$ 8,500
2) Land Lease & DNR Agreement Update	\$ 2,500
3) Wayne County Parks Department Alignment Staking	\$ 4,800
Total	\$15,800

Summary of Fees – II. Engineering Services

1) Bridge/Abutment Design	\$ 2,500
2) Finalize Wayne County Permitting Items	\$ 4,250
3) Traffic Signal Design & Approval for Inkster Road	\$ 6,700
4) Tree Replacement Plan & Specifications	\$ 3,500
Total	\$16,950

Summary of Fees – III. Construction Services

1) Construction/Contract Administration	\$31,500
2) Construction Inspection	\$57,500
3) Construction Layout/Staking	\$18,750
4) Geotechnical Services for Construction	\$16,750
Total	\$124,500

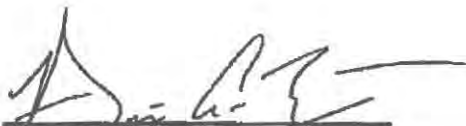
Please review this summary of work and contact us with any questions. We look forward to once again provide our services as an extension of your staff and assisting in the continuation of this project and the positive impact on the Inkster community. We propose to proceed with tasks I and II at this time. Once a final project cost and financing are determined and the project is approved for construction, we will proceed with item III according to the milestone schedules.

Respectfully

Giffels Webster

City of Inkster

BY:


Dave Root
Senior Engineer

BY:

Richard Marsh
City Manager

BY:


Paul Modi, PE
Partner

BY:

Mark Stuhldreher
City Treasurer

Enclosed: Schedule of Fees

EXHIBIT A SCHEDULE OF FEES

All work will be billed according to the following minimum fee schedule unless specific Agreement is made in writing with an officer of Giffels Webster for another basis of charges.

Clerical	\$40.00 to \$55.00 per hour
Construction Inspector.....	\$67.00 to \$75.000 per hour
Technician.....	\$55.00 to 75.00 per hour
Senior Technician.....	\$95.00 to \$104.00 per hour
Environmental Specialist.....	\$104.00 to \$124.00 per hour
Survey Crew.....	\$156.00 per hour
Surveyor.....	\$90.00 to \$104.00 per hour
Senior Surveyor.....	\$104.00 to \$112.00 per hour
Landscape Architect.....	\$90.00 to \$104.00 per hour
Senior Landscape Architect.....	\$104.00 to \$112.00 per hour
Engineer	\$90.00 to \$104.00 per hour
Senior Engineer.....	\$104.0 to \$112.00 per hour
Project Manager	\$116.00 to \$133.00 per hour
Partner	\$133.00 per hour to \$165.00 per hour

Notes to the Schedule of Fees:

1. Time and material agreements will be invoiced in accordance with the rates identified above.
2. Lump-sum portions of Agreements will be invoiced on a percentage completion-to-date basis.
3. The assignment of personnel is solely the responsibility Giffels Webster.
4. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
5. In all cases unless otherwise noted the Client is responsible for all review, permit, and inspection fees and they are therefore not included in our fees.
6. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus 15% and are not included in the above hourly charge rates.
7. Progress invoices for all work will be submitted to the Client monthly and a final bill will be submitted upon completion of the services. Each invoice will be considered due within 30 days of the invoice date, and past due thereafter.
8. Client agrees that all invoices will be reviewed with any requests for amendments or clarifications forwarded in writing to Giffels Webster within 30 days of the date of the invoice. It is further agreed that all invoices 30 days past due cannot be contested.
9. Payment not received within 60 days of the date of the invoice is subject to a 5% penalty fee.
10. Giffels Webster reserves the right to suspend and terminate work under this Agreement upon failure of the Client to pay invoices as due.
11. Overtime work (over 8 hours per day) for Construction Inspector time will be invoiced at a rate equal to 1.5 times the above scheduled rate.

Phase I and Phase II Annual Operating & Maintenance Budget



Memorandum

To: Richard Marsh, City Manager Date: February 27, 2015

From: Dave Root, Senior Engineer
Scott Chabot PE, Senior Project Manager
Paul Modi PE, Partner Project: Inkster Greenway Trail Phase I

RE: Annual Operations & Maintenance Budget Project Number: 18033.03

Greenway Trail Annual Budget - Phase I	\$ 28,300.00
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1) <u>Yearly Operations & Maintenance</u>	<u>\$ 13,300.00</u>
a. Snow removal (3 Months)	\$ 2,500.00
b. As Needed Sweeping	\$ 1,800.00
c. Monthly Landscaping (6 Months)	\$ 3,000.00
d. Ancillary Furnished Item Maintenance	\$ 500.00
e. Trash Removal	\$ 1,500.00
f. Path Repairs	\$ 2,500.00
g. Annual Bridge and Structural Inspection	\$ 1,500.00
2) <u>Capital Improvement (20 Year Life Cycle)</u>	<u>\$ 15,000.00</u>
a. Asphalt Pavement Replacement & Base Repairs	



Memorandum

To: Richard Marsh, City Manager Date: March 3, 2015

From: Dave Root, Senior Engineer Project: Inkster Greenway
Scott Chabot PE, Senior Project Manager Trail Phase II
Paul Modi PE, Partner

RE: Annual Operations & Maintenance Budget Project Number: 18033.03

Greenway Trail Annual Budget - Phase II	\$ 60,500.00
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1) <u>Yearly Operations & Maintenance</u>	<u>\$ 28,500.00</u>
a. Snow removal (3 Months)	\$ 7,000.00
b. As Needed Sweeping	\$ 5,000.00
c. Monthly Landscaping (6 Months)	\$ 8,500.00
d. Ancillary Furnished Item Maintenance	\$ 500.00
e. Trash Removal	\$ 1,500.00
f. Path Repairs	\$ 4,500.00
g. Annual Bridge and Structural Inspection	\$ 1,500.00
2) <u>Capital Improvement (20 Year Life Cycle)</u>	<u>\$ 32,000.00</u>
a. Asphalt Pavement Replacement & Base Repairs	

Use of ACT 51 Funds for Trailway Maintenance

Jeannie Fields

From: Mark Stuhldreher
Sent: Monday, March 02, 2015 9:00 AM
To: Richard Marsh
Cc: Jeannie Fields; 'Laura Knapp'; 'LaTonya Edwards'
Subject: Use of ACT 51 Funds for Trailway Maintenance

I was finally able to get with Josh DeBruyn from the State of Michigan regarding the use of local street funds for maintenance of the trailway.

- Only capital maintenance is an allowable expenditure of Act 51 funds on the trailway
- Routine maintenance is not an allowable expenditure on the trailway.

So, the repair to the trail way phase I portion that was damaged (undermining of path due to drain back up) can be funded with local street funds.

Routine maintenance such as cutting back brush, emptying trash cans, replacing light bulbs; etc will have to be funded with Parks and Recreation Fund resources.

Mark Stuhldreher
Treasurer
City of Inkster
26215 Trowbridge St
Inkster, MI 48141
313.203.2481

Wayne County Park Land Lease Agreement

CERTIFICATION

STATE OF MICHIGAN)
)
CHARTER COUNTY OF WAYNE)

I, John Pfeiffer, Acting Clerk of the County Commission for the Charter County of Wayne, State of Michigan, do hereby certify that the attached Resolution No. 2011-532, *approving a twenty-year Park Land Lease Agreement with a twenty-year option to renew between the Charter County of Wayne and the City of Inkster to lease premises to the City of Inkster to allow for the construction, maintenance, operation, and improvement of a permanent, year round signed and surfaced greenway trail for the benefit of the general public for recreation, transportation and education*, was duly adopted by the Wayne County Commission at the SECOND DAY ANNUAL APPORTIONMENT MEETING on the TWENTYTH DAY of October, 2011 by the following:

YEAS: Commissioners Basham, Clark-Coleman, Gebhardt, Killeen, Leland, McNamara, Palamara, Parker, Scott, Varga, Ware, Webb, Chairman Woronchak, Vice-Chair Bell, Vice-Chair Pro Tempore - 15

NAYS: None

NOT VOTING: None

ABSTAIN: None

EXCUSED: None

I further certify that the attached Resolution is a true, correct, and complete transcript of the original of said Resolution appearing on file and of record in my office and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Wayne this 20th day of October, 2011 A.D.



JOHN PFEIFFER
ACTING CLERK OF THE COMMISSION
CHARTER COUNTY OF WAYNE, MI



RESOLUTION

No. 2011-532

By Commissioner Gebhardt and Co-sponsored by Commissioner Varga

RESOLVED, by the Wayne County Commission this 20th day of October, 2011 that approval be, and is hereby, granted authorizing a twenty-year Park Land Lease Agreement with a twenty-year option to renew between the Charter County of Wayne and the City of Inkster to lease premises to the City of Inkster to allow for the construction, maintenance, operation, and improvement of a permanent, year round signed and surfaced greenway trail for the benefit of the general public for recreation, transportation and education as ~~recommended by the Chief Executive Officer; and be it further~~

RESOLVED, that the term of the contract is from October 20, 2011 through October 19, 2031.

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned contract on behalf of the Charter County of Wayne.

[Contract on File]

(2011-60-027)



Robert A. Ficano
County Executive

August 17, 2011

Honorable Gary Woronchak, Chairman
Wayne County Commission
500 Griswold 7th Floor
Detroit, MI 48226

~~RE: Proposed Park Land Lease Agreement between the City of Inkster and the~~
County of Wayne.
(REF: 11-60-027)

Dear Chairman Woronchak:

The County Executive's Office, Corporation Counsel, the Chief Financial Officer and the Department of Management and Budget have reviewed and approved the attached Lease Agreement submitted by the Department of Public Services Parks Division.

Wayne County (Landlord) will lease Premises (Exhibit B) to Tenant (City of Inkster) for 20 years with an option to renew for 20 additional years beginning on the effective date of this IGA. Attached are three (3) white cornered copies of the above referenced agreement along with DAF 11-60-027.

It is therefore requested that the Wayne County Commission adopt the appropriate resolution between the County of Wayne and the City of Inkster for the above-referenced Lease Agreement. A "certified" resolution is required for this mater.

Approved:


Hassan A. Saab, Director
Department of Public Services

Approved for Submission
To the Commission:


Robert A. Ficano
Wayne County Executive

DEPARTMENT OF PUBLIC SERVICES • ADMINISTRATION DIVISION
400 MONROE, 3RD FLOOR • DETROIT, MICHIGAN 48226 • (313) 224-7373 • FAX (313) 224-2609

DOCUMENT APPROVAL FORM

Primary Control Number 11-60-027		Commission Approval Required ☒ yes ☐ no			
Related Control Number		Department Code 60			
Document Code		Requesting Contact Person and Department Daisy Tinsley			
Individual or Organization City of Inkster		Phone Number 224-5257			
Address 26215 Trowbridge		City Inkster		State MI	Zip 48141
Description Proposed Park Land Lease Agreement between the City of Inkster and the County of Wayne					
Fund	Business Unit	Object	Subsidiary	Subledger/Type	Amount
208	44935				0

Federal Funding Source ☐ YES ☒ NO

State Funding Source ☐ ☒
YES NO

Local Funding Source ☐ ☒
YBS NO

Budget Adjustment Required	YN ☐ Y ☒ N	Budget Adjustment Number	Matching Funds	YN ☐ Y ☒ N	Match %	Match \$
Begin Date Upon Approval		Ending Date 20 years upon approval		Fiscal Year Amount 0		
(Check X only required signatures)			TOTAL APPROVALS REQUIRED ARE: Approved as to form: 5			
☒ Hassan A. Sade Department Authorization		08/17/11 Date		☒ [Signature] Corporation Counsel		8.19.11 Date
☒ [Signature] Budget		8/24/11 Date		☐ Personnel and Human Resources		 Date
☐ Grants and Contracts		 Date		☒ [Signature] Chief Financial Officer		9/1/11 Date
CEO AUTHORIZATION [Signature] ROBERT A FICANO, Wayne County Executive			9-1-11 Date Approved			
			WAYNE COUNTY COMMISSION			



WAYNE COUNTY CORPORATION COUNSEL MEMORANDUM

To: Daisy M. Tinsley
cc: June S. Lee, Senior Project Manager—Chief Executive's Office (w/o Attachments)
Beverly J. Watts, Director- DPS Parks Division (w/o Attachments)
Lawrence C. Hemingway, Administrative Assistant (w/o Attachments)
From: Solon M. Phillips, Assistant Corporation Counsel
Subject: Park Land Lease Agreement between Wayne County and the City of Inkster
Date: August 11, 2011

Attached please find two (2) copies of a partially executed Agreement between the above referenced parties, including resolutions from the Inkster City Council approving the proposed Agreement.

Please process this matter in accordance with proper procedures.

If you have any questions or concerns, please contact me directly.

Attachments

DEPARTMENT OF CORPORATION COUNSEL
500 GRISWOLD, 11TH FLOOR • DETROIT, MICHIGAN 48226 • (313) 224-6110
FAX: (313) 967-2544

PARK LAND LEASE AGREEMENT

THIS LEASE made this 1st day of August, 2011 by and between the County of Wayne, Michigan, a body corporate and home rule charter county, acting through its Department of Public Services, Parks Division (hereinafter "Landlord"), and the City of Inkster, a Michigan municipal corporation, whose address is 26215 Trowbridge Street, Inkster, Michigan 48141 (hereinafter "Tenant").

IN WITNESS HEREOF, in consideration of the mutual covenants and agreements to be performed by each party hereto, Landlord hereby grants to Tenant, and Tenant hereby accepts this Lease for the Premises, upon the terms and conditions hereinafter set forth.

1. DESCRIPTION

1.1 Landlord leases to Tenant the Premises, located in the City of Inkster, County of Wayne, Michigan. ~~The legal description of which is identified in Exhibit A, attached hereto and~~ incorporated by reference (hereinafter the "Premises").

2. LEASE PURPOSE

2.1 Tenant covenants that the purpose of this Lease is to allow Tenant to construct, maintain, operate, and improve a permanent, year-round signed and surfaced greenway trail (hereinafter the "Trail") for the benefit of the general public for recreation, transportation, and education.

3. USE OF PREMISES

3.1 Tenant hereby acknowledges that the use and occupancy of the Premises shall be subject to applicable Federal and State law, and local ordinances, and confined to the following specific uses:

- a. To maintain, operate, improve, and develop the Trail in accordance with **Exhibit B**, attached hereto and incorporated by reference.
- b. Any other use which is agreed to in writing by both parties.

4. PROHIBITED ACTIVITIES

4.1 The following activities are prohibited on the Premises:

- a. Authorizing public use of the Premises in violation of any Federal, State, or local law, order, ordinance, or regulation.
- b. Any use of the Premises by Tenant which prevents Landlord, its agents, invitees, or representative, or the public, from crossing the same to access adjoining lands.

- c. Any clearing activity on land owned by Landlord which is adjacent to the Premises.
- d. Dumping or disposal of any waste including, but not limited to, garbage/trash, spare parts, hazardous material, and scrap metal onto the Premises or adjacent Landlord owned land.
- e. Disposal of any vegetative debris, including but not limited to trees, tree tops, branches, roots, and stumps, onto the Premises or adjacent Landlord owned land.
- f. Removal of any sub-surface materials (e.g. sand, gravel, etc.)
- g. Construction activities in the grow zone. For purposes of this Lease, the grow zone is understood to be the area south of Lower Rouge Parkway Drive, from the northwest corner of the concrete top of the Inkster Combined Sewer Overflow Retention Treatment basin east to its terminus, a distance of approximately 585 feet (the "grow zone"). See Exhibit C which is attached hereto and incorporated by reference.
- h. Maintenance activities in the grow zone.
- i. Waste.
- j. Any unlawful purpose.

5. TENANT'S DUTIES

5.1 Tenant shall:

- a. Operate and manage the Trail, including grounds and improvements.
- b. Pay all expenses for construction of the Trail.
- c. Pay all expenses for operation and maintenance of the Trail.
- d. Set the conditions and hours under which the public may visit the Trail, subject to the Landlord's approval.
- e. Erect or install appropriate signage under the terms and specification of a separate permit issued by Permit Office.
- f. Report to the appropriate law enforcement agency known violations on the Premises of Federal, State, or local laws.

- g. Maintain the Trail in a reasonably safe and clean condition consistent with the Lease purpose.
- h. Repair, to the Landlord's satisfaction, damage caused to the grow zone by a violation of Sections 4.1g or 4.1h, above.

5.2 Breach of any of the provisions in this Article 5 may be regarded as a material breach of this Lease.

6. TERM

6.1 Landlord leases the Premises to Tenant for 20 years beginning on August __, 2011 and ending on August __, 2031. If possession of the Premises is not available to Tenant on the commencement date, for any reason, the parties must agree on a new commencement date, and the Lease ends at midnight on the date preceding the 20th anniversary of the Lease.

7. OPTION TO RENEW

7.1 This Lease may be renewed for an additional 20 years provided Tenant gives Landlord written notice One Hundred Twenty (120) days before this Lease or any extensions or renewals thereof expire, and agrees to any additional terms and modifications proposed by Landlord.

8. LANDLORD'S COVENANTS

8.1 The Landlord grants to Tenant, its employees, agents, contractors and subcontractors permission to construct, maintain, operate, and improve the Trail. The permission to enter onto the Premises for these purposes shall commence upon Tenant securing a construction permit from Landlord's Department of Public Services, through its Permit Office (hereinafter the "Permit Office") and shall terminate in accordance with the terms contained herein.

8.2 Landlord shall require Tenant to obtain a construction permit for the Trail from the Permit Office.

8.3 The Project shall open for general public use upon Tenant finaling¹ the permit process. The Permit Office shall have the right to inspect the Trail before, during, and after the construction permit is closed. Such closure will not be unreasonably withheld or delayed.

¹ For purposes of this Lease the term "finaling" is understood to mean that Tenant closes a permit issued for the Trail in accordance with Permit Office procedures.

9. TENANT'S COVENANTS

9.1 Tenant will fund the Trail's construction through a grant from the Michigan Department of Environmental Quality ("MDEQ") in an amount not to exceed Four Hundred Eight Thousand Dollars (\$408,000), and by providing an additional One Hundred Thirty-Seven Thousand Dollars (\$137,000) as a direct contribution from Tenant's general funds. Tenant's failure to fund the Trail as described in this Section 9.1 may be regarded as a material breach of this Lease.

9.2 Tenant shall construct only those recreational appurtenances as described in **Exhibit B** attached hereto and made a part hereof and approved under its grant agreement with the MDEQ.

9.3 Prior to commencing construction on the Trail, Tenant shall submit a full set of Trail design plans and a Trail maintenance plan to the Permit Office for review, possible revision, and approval.

9.4 Tenant acknowledges that the review process shall include, but is not limited to, design review, materials testing, and construction inspection.

9.5 Tenant shall promptly remit payment to the Permit Office for services provided related to the Trail.

9.6 Tenant shall not utilize the Premises for a purpose inconsistent with Section 2.1 or 3.1a, respectively.

9.7 Tenant warrants that the Premises shall remain open for public use during the term of this Lease.

9.8 Tenant shall be solely responsible for regular maintenance on the Trail. The Tenant's maintenance responsibilities shall commence upon the Lease's effective date. The Tenant's maintenance responsibilities are described in **Exhibit D** attached hereto and made a part of hereof. The Tenant's failure to complete regular maintenance on the Trail as described in **Exhibit D** may be regarded as a material breach of this Lease.

Notwithstanding a breach under this Section 9.8, Tenant shall remain responsible for the Trail's regular maintenance as described in attached **Exhibit D**, including but not limited to, all costs associated therewith.

In the event Tenant fails to discharge its maintenance responsibilities, Landlord shall have the right, but shall not be obligated, to complete regular maintenance or commission a private entity to complete regular maintenance for the Trail. Tenant shall immediately pay Landlord any and all costs related to the regular maintenance upon receipt of invoice.

9.9 Tenant agrees that upon completion it shall operate and maintain the Trail, for public recreation, and that it shall allow the Trail to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

9.10 Tenant agrees to complete construction of the Trail within two (2) years of the effective date of this Lease, Tenant also agrees that failure to complete construction within the time provided herein may be regarded as a material breach of this Lease.

9.11 Tenant agrees that in consideration of Landlord's commitment to the Trail, Tenant will develop signage at its own expense, which recognizes Landlord as a donor to the Trail. The signage shall comply with the specifications described in Exhibit E attached hereto and made a part hereof. Landlord shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Tenant shall install the signage prior to the Trail's completion per Landlord issued permit.

9.12 Tenant agrees to provide Landlord with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Trail ("media event"). Tenant further agrees to provide Landlord with no less than 7 days prior written notice of a proposed media event.

~~9.13 Upon completion of the Trail, Tenant shall provide Landlord's Department of Public Services, Parks Division with a full set of construction documents that shall include, but not be limited to, as-built drawings and specifications.~~

9.14 Breach of any of the provisions in this Article 9 may be regarded as a material breach of this Lease.

10. HOLD HARMLESS

10.1 The Tenant agrees to remain responsible for its own negligence, or tortuous acts, errors, or omissions occurring during the term of this Lease, and the acts, errors, or omissions or any of its employees, contractors, subcontractors, consultants, or agents.

10.2 The Tenant shall defend and hold the Landlord harmless from any and all claims and damages arising in and out of this Lease and/or the Trail due to the gross negligence of Tenant, its officials, agents, servants, employees, contractors and subcontractors. Such responsibility shall not be construed as a liability for damage caused by or resulting from the Landlord's gross negligence, its agents, other than Tenant, or its employees. This Section 10.2 shall survive termination of this Lease.

10.3 This hold harmless provision must not be construed as a waiver of any governmental immunity by the Landlord, its agencies, or employees, as provided by statute or modified by court decisions.

11. LIABILITY

11.1 Tenant shall not cause a construction lien or any other lien to be placed or filed against the Premises. In the event a lien or security interest shall be filed against the Premises or the Tenant's interest therein as a result of any repairs, improvements, additions or alterations made

by Tenant, Tenant shall within ten (10) days after receiving notice of such a lien, discharge the same, either by payment of the indebtedness due the lien claimant or by filing a bond (as provided by statute) as security. The bond to be filed shall be subject to Landlord's prior approval. In the event Tenant fails to discharge such lien, Landlord shall have the right, but shall not be obligated, to procure a discharge. Tenant shall immediately pay Landlord any and all cost related to the bond upon receipt of invoice.

11.2 Landlord does not assume and is not responsible for, payment of any debt service or encumbrance, including, but not limited to a promissory note or other obligation incurred by Tenant related to the Trail.

12. ASSIGNMENT AND SUBLEASE

12.1 Tenant shall not assign, sublet, nor grant any license for use of the Premises, or any part thereof. Any assignment, sublease or license shall be absolutely null and void and shall, at Landlord's option, terminate this Lease. Failure on the part of Landlord to enforce this provision shall not waive it.

13. CONDITION OF PREMISES

13.1 Tenant represents and warrants that it has examined the Premises and is taking possession of the Premises in its "as is" condition.

14. QUIET ENJOYMENT

14.1 Except as otherwise provided herein, upon performance of the conditions and covenants outlined in this Lease, Tenant may peacefully and quietly have, hold, and enjoy the Premises.

15. INSURANCE

15.1 All insurance secured by Tenant must be effected under valid and enforceable policies, issued by recognized, responsible insurers, licensed to do business in the State of Michigan and which are well-rated by national rating organizations.

15.2 Tenant, at its expense, or any contractors, subcontractors, consultants or agents retained by Tenant, at their own expense, shall maintain during the construction of the Trail and during the time the Trail is operational and open to the public, Commercial General Liability Insurance with minimum limits for bodily injury and property damage of \$2 Million Dollars per occurrence and \$2 Million Dollars aggregate; Pollution Liability with minimum limits of \$2 Million Dollars per occurrence; and an Excess or Umbrella policy over the primary layer of insurance with at least \$5 Million Dollars.

15.3 Tenant, at its expense, or any contractors, subcontractors, consultants or agents retained by Tenant, at their own expense, shall maintain during the construction of the Trail, Workers

Compensation coverage that meets Michigan statutory requirements and employer's liability insurance with at least \$500,000 limits.

15.4 Tenant, at its expense, or any contractors, subcontractors, consultants or agents retained by Tenant, at their own expense, shall maintain during the construction of the Trail, Automobile Liability Insurance, including coverage on hired and owned vehicles, with minimum limits for bodily injury and property damage of \$1,000,000 each occurrence.

15.5 If, during the term of this Lease, changed conditions or other pertinent factors, should in Landlord's reasonable judgment render inadequate the insurance limits, Tenant will furnish on demand such additional coverage as may reasonably be required and available under the circumstances.

15.6 Insurance policies must name Tenant as insured, name Landlord as an additional insured and loss payee, and must not be canceled, terminated or materially changed without at least thirty (30) days prior notice from Tenant to the Landlord. Upon execution of this Lease by the parties, ~~certificates evidencing such insurance must be submitted by Tenant to Landlord's Risk~~ Management Division located at 500 Griswold, 21st Floor, Detroit, Michigan 48226, and at least fifteen (15) days prior to the expiration dates of expiring policies.

15.7 Tenant's failure to comply with the requirements in this Section 15 may be regarded as a material breach of this Lease.

16. ENVIRONMENTAL MATTERS

16.1 Tenant warrants to Landlord that Tenant will not use Hazardous Materials (as defined in Section 16.4) on the Premises in violation of any governmental regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

16.2 Tenant will keep the Premises free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. Tenant must not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. Tenant must not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant a release, spill, leak or emission of Hazardous Materials on the Premises or onto any other contiguous property.

16.3 It is agreed that Landlord shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

1. The presence, disposal, release or threatened release of any Hazardous Materials used on Premises, over, under, from or affecting the Premises, including, but not limited to, the soil, water, vegetation, buildings, personal property, persons or animals;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of our related to Hazardous Materials used on the Premises;
3. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials used on the Premises;
4. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements, which are based on or related to the Hazardous Materials used on the Premises.

~~16.4 Hazardous Material means any material or substance:~~

1. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments and regulations;
2. Containing gasoline, oil, diesel, fuel, or other petroleum products;
3. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments and regulations;
4. Which originates from or is introduced by Tenant, its contractors, subcontractors, consultants, or agents onto the Premises;
5. Containing polychlorinated biphenyl;
6. Containing asbestos;
7. Which is radioactive;
8. The presence of which requires investigation or remediation under any governmental regulation; or
9. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

17. COMPLIANCE WITH LAWS

17.1 Tenant shall construct, develop, operate, and maintain the Trail or cause the Trail to be constructed, developed, operated, and maintained according to all applicable local, state and federal laws.

18. AMENDMENTS

18.1 No amendment to this Lease is effective unless it references this Lease, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Inkster City Council and the Wayne County Commission.

19. NONDISCRIMINATION PRACTICES

19.1 Tenant agrees to require that all contractors, subcontractors, consultants and agents retained to perform work related to the Trail comply with:

- A. Title VI and VII of the Civil Rights Act (42 U.S.C. §§ 200d et. seq.) and the United State Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07)
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220)
- F. The anti-discrimination provisions as provided in Section 120-192 of the Wayne County Code of Ordinances.

19.2 Tenant will require that all contractors, subcontractors, consultants and agents retained to perform work related to the Trail will not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, or prospective employees. ~~Tenant also shall not make or keep a record of that information or disclose such information.~~
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

19.3 Tenant agrees that it will notify any contactor, subcontractor, consultant, or agent of the obligations relative to non-discrimination under this Lease when soliciting the contractors, subcontractors, consultants or agents. Tenant will include the provision of this Article in any contract, as well as provide Landlord with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Lease.

19.4 Tenant will require that their contractors, subcontractors, consultants and agents not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Lease, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the Landlord's Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Tenant.

19.5 Breach of any of the covenants in this Article may be regarded as a material breach of this Lease.

19.6 Tenant acknowledges the right of the Director of Human Relations to sue to enforce the provisions in this Article of this Lease.

19.7 If Tenant or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Lease, Landlord may impose reasonable sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Lease.

19.8 In the event that Tenant is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of the federal or state law shall apply and this Lease shall be interpreted and enforced accordingly. In accordance with 1976 P.A. 453, Tenant covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Lease.

20. ETHICS IN CONTRACTING

~~20.1 Tenant and all of its contractors must comply with Article 12 of Chapter 120 of the~~
Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Inkster ordinances.

21. NOTICES

21.1 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Lease must be given in writing and mailed by first-class mail and addressed as follows:

If to Tenant:

Mayor
City of Inkster
26215 Trowbridge
Inkster, Michigan 48141

and

City Clerk
City of Inkster
26215 Trowbridge
Inkster, Michigan 48141

If to Landlord:

Director of Parks
County of Wayne, Michigan
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director of Administration
Department of Public Services
County of Wayne, Michigan
400 Monroe, Suite 300
Detroit, Michigan 48226

22.2 All notices are deemed given on the day of mailing. Either party to this Lease may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

22.3 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

23. WAIVER OF ANY BREACH

23.1 No failure by Landlord to insist upon the strict performance of any term of this Lease or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Lease, but every term of this Lease remains effective with respect to any other then existing or subsequent breach.

24. MERGER CLAUSE

24.1 This Lease, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged into this document. Neither party has made any representations except those expressly set forth in this Lease. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

24.2 This Lease may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

25. JURISDICTION AND LAW

25.1 This Lease, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Lease. Service of process at the address and manner, specified in this Lease will be sufficient to put each party on notice. Each will not commence any action against the other because of any matter arising out of this Lease, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

26. MISCELLANEOUS

26.1 The parties agree that upon termination of this Lease, the following sections shall survive termination and shall remain in full force and effect: 9.8, 10.1, 10.2, 10.3, 11.1, 11.2, 16.1, 16.2, 16.3, 16.4, and 25.1.

26.2 If Landlord is owed any money by Tenant resulting from a breach of any provision contained in this Lease, Landlord may, in addition to other legal remedies available to Landlord, retain said amount from any funds allocated to Tenant but not yet disbursed or may offset such a deficiency against any funds owed by Landlord to Tenant.

26.3 The term "Landlord" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

~~26.4 Nothing in this Lease shall be construed as a waiver of any governmental immunity the~~
Landlord, its agencies, elected officials or employees, have as provided by statute or modified by court decisions.

26.5 The headings of the articles in this Lease are for convenience only and must not be used to construe or interpret the scope or intent of this Lease or in any way affect this Lease.

27. AUTHORIZATION AND CAPACITY

27.1 This Lease has been approved and executed by the Charter County of Wayne and City of Inkster, as evidenced by the Resolutions attached as **Exhibit F** adopted by the Inkster City Council and the Wayne County Commission.

27.2 Each party warrants that the person signing this Lease is authorized to sign on behalf of its principal and is empowered to bind its principal to this Lease.

27.3 This Lease is effective only upon review and approval by the Wayne County Commission, the Wayne County Chief Executive Officer, the Inkster City Council and the Mayor for the City of Inkster, whichever occurs last.

28. SIGNATURES

28.1 Landlord and Tenant, by their authorized officers and representatives have executed this Lease as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

Park Land Lease-Inkster
Inkster Park

WITNESSES

Jay Baskie
Kent D. Cassano

COUNTY OF WAYNE

By: Robert A. Ficano
Its: Chief Executive Officer

Date: _____

County Commission approved and
execution authorized by Resolution

No. _____

Date: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on October 23, 2011 by Robert A. Ficano, on
behalf of the Charter County of Wayne.

Sandra B. Wilson

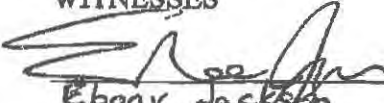
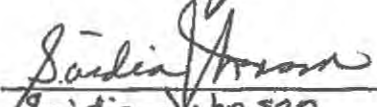
Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan

My Commission Expires: _____
Acting in Wayne County

SANDRA B. WILSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 10, 2016
ACTING IN COUNTY OF

Park Land Lease-Inkster
Inkster Park

WITNESSES


Ebony Jackson

Saidia Johnson

CITY OF INKSTER

By: 
Hilliard L. Hampton
Its: Mayor

Date: 8-5-11

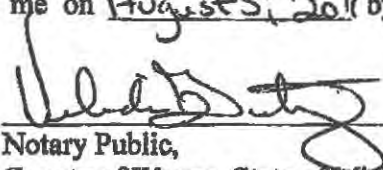
Inkster City Council approved and
execution authorized by Resolution

No. 11-8227R

Date: August 5, 2011

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

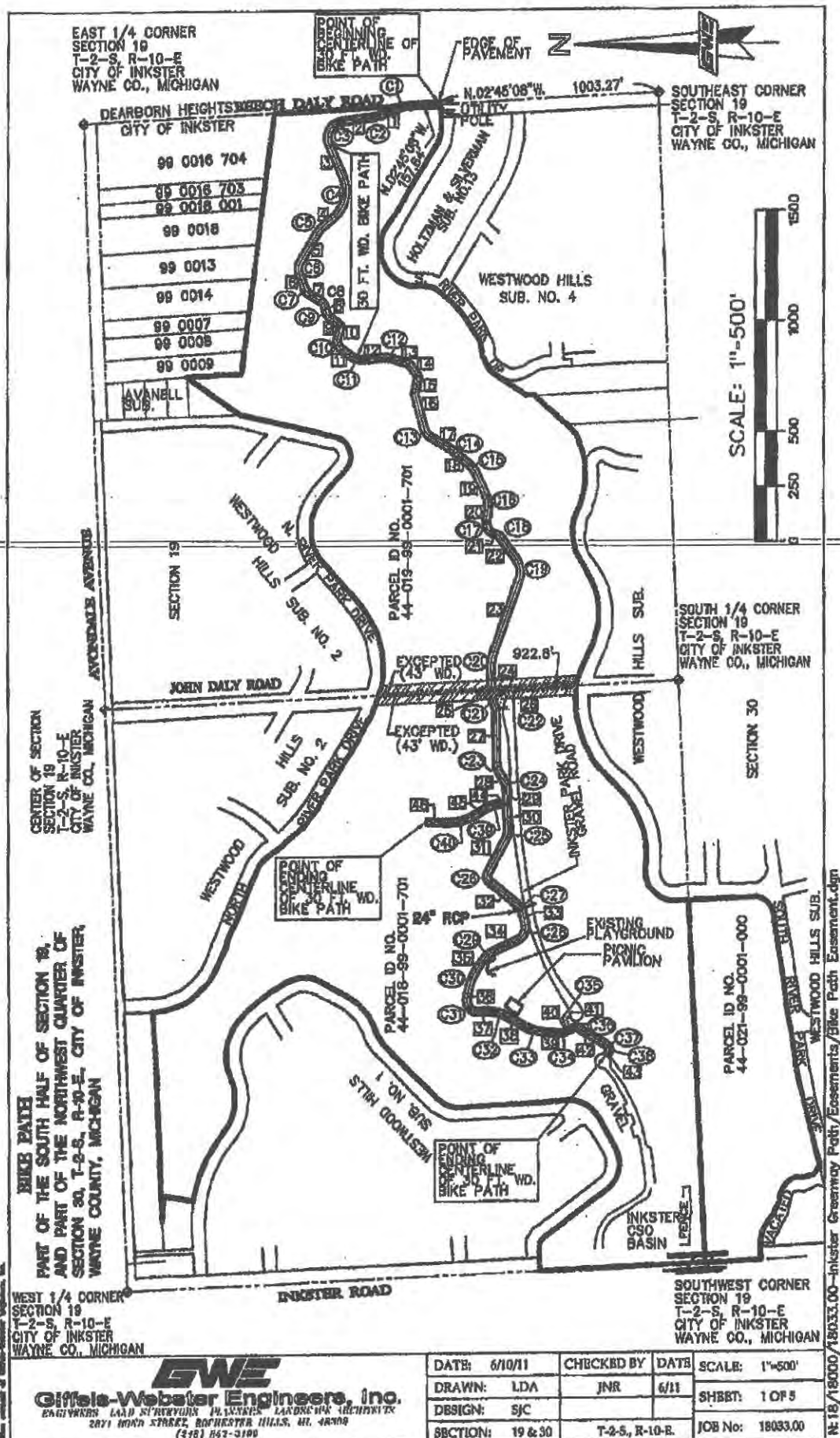
This document was acknowledged before me on August 5, 2011 by Hilliard L. Hampton on behalf of the City of Inkster.


Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

VELIDA GUTIERREZ SMITH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 12, 2012
ACTING IN COUNTY OF

264749v5
SMP
7/27/11

EXHIBIT A



REV. 06-10-11

L-1	N.20°08'08"W.	110.82'
L-2	N.08°21'00"W.	133.98'
L-3	S.68°21'08"W.	188.73'
L-4	N.40°03'31"W.	75.31'
L-5	N.89°42'23"W.	153.50'
L-6	S.70°28'21"W.	86.78'
L-7	S.30°08'17"W.	56.40'
L-8	S.80°25'46"W.	9.88'
L-9	S.40°00'32"W.	71.30'
L-10	N.70°28'20"W.	48.91'
L-11	S.35°24'43"W.	47.17'
L-12	S.04°53'24"E.	87.40'
L-13	S.18°23'42"W.	89.10'
L-14	S.55°02'47"W.	87.17'
L-15	N.79°03'51"W.	80.50'
L-16	S.78°16'21"W.	155.02'
L-17	S.30°00'21"W.	102.98'
L-18	S.41°37'35"W.	93.00'
L-19	S.86°11'38"W.	129.35'
L-20	N.84°14'47"W.	84.99'
L-21	S.19°41'12"W.	15.20'
L-22	S.88°13'49"W.	116.73'
L-23	N.70°18'12"W.	353.56'
L-24	S.86°34'45"W.	85.95'
L-25	S.86°34'45"W.	42.59'
L-26	S.57°28'57"W.	4.11'
L-27	DUE WEST	234.11'
L-28	S.55°17'51"W.	35.17'
L-29	S.88°39'25"W.	77.13'
L-30	S.88°39'35"W.	123.97'
L-31	N.82°24'02"W.	184.28'
L-32	S.39°15'47"W.	182.44'
L-33	S.77°08'50"W.	71.16'
L-34	N.24°52'27"W.	117.81'
L-35	N.54°48'45"W.	24.60'
L-36	N.80°26'17"W.	25.78'
L-37	S.00°01'47"W.	57.83'
L-38	S.28°46'48"W.	94.98'
L-39	S.05°19'57"W.	65.33'
L-40	S.34°35'26"E.	9.03'
L-41	S.20°16'12"E.	23.86'
L-42	S.30°59'47"W.	127.52'
L-43	N.67°44'15"W.	18.86'
L-44	DUE NORTH	22.82'
L-45	N.30°00'58"W.	60.95'
L-46	N.03°42'43"E.	93.84'

C-1 ARC=21.78' RAD=100.00' DELTA=12°26'08" CHORD=N.13°53'53"W. 21.72'	C-15 ARC=45.08' RAD=100.00' DELTA=25°49'52" CHORD=S.48°46'22"W. 44.70'	C-29 ARC=78.31' RAD=100.00' DELTA=49°04'48" CHORD=N.38°48'42"W. 77.43'
C-2 ARC=38.09' RAD=100.00' DELTA=13°42'14" CHORD=N.13°14'42"W. 38.01'	C-16 ARC=28.50' RAD=100.00' DELTA=16°04'17" CHORD=S.80°22'20"W. 28.18'	C-30 ARC=134.22' RAD=100.00' DELTA=89°00'00" CHORD=N.67°38'17"W. 133.10'
C-3 ARC=140.45' RAD=100.00' DELTA=107°17'46" CHORD=N.58°59'49"W. 120.81'	C-17 ARC=88.35' RAD=100.00' DELTA=28°04'17" CHORD=S.67°43'13"W. 81.81'	C-31 ARC=58.87' RAD=100.00' DELTA=12°32'58" CHORD=S.48°46'15"W. 70.38'
C-4 ARC=182.88' RAD=100.00' DELTA=133°36'30" CHORD=N.76°51'11"W. 179.88'	C-18 ARC=31.02' RAD=100.00' DELTA=3°32'22" CHORD=S.37°27'07"W. 30.82'	C-32 ARC=77.82' RAD=100.00' DELTA=28°53'24" CHORD=S.14°53'48"W. 75.98'
C-5 ARC=34.30' RAD=100.00' DELTA=18°39'02" CHORD=N.48°03'08"W. 34.13'	C-19 ARC=95.08' RAD=100.00' DELTA=27°45'45" CHORD=S.62°27'34"W. 91.92'	C-33 ARC=88.25' RAD=100.00' DELTA=22°09'19" CHORD=S.17°32'51"W. 84.80'
C-6 ARC=52.20' RAD=100.00' DELTA=23°07'02" CHORD=N.84°38'00"W. 50.57'	C-20 ARC=80.68' RAD=100.00' DELTA=23°07'02" CHORD=N.81°51'32"W. 80.18'	C-34 ARC=20.90' RAD=100.00' DELTA=3°58'22" CHORD=S.14°37'11"E. 20.48'
C-7 ARC=42.21' RAD=100.00' DELTA=18°18'28" CHORD=S.50°17'57"W. 41.34'	C-21 ARC=55.53' RAD=100.00' DELTA=18°23'23" CHORD=S.71°59'17"W. 55.28'	C-35 ARC=12.47' RAD=100.00' DELTA=2°27'43" CHORD=S.27°25'48"E. 12.44'
C-8 ARC=43.88' RAD=100.00' DELTA=17°28'28" CHORD=S.56°15'59"W. 42.49'	C-22 ARC=28.52' RAD=100.00' DELTA=3°41'05" CHORD=S.73°39'07"W. 28.14'	C-36 ARC=25.82' RAD=100.00' DELTA=3°33'00" CHORD=S.05°20'17"W. 25.93'
C-9 ARC=58.27' RAD=100.00' DELTA=25°14'14" CHORD=S.60°13'08"W. 54.88'	C-23 ARC=80.57' RAD=100.00' DELTA=14°22'07" CHORD=S.72°38'48"W. 80.84'	C-37 ARC=35.81' RAD=100.00' DELTA=28°47'30" CHORD=S.43°58'49"W. 35.71'
C-10 ARC=64.87' RAD=100.00' DELTA=24°38'37" CHORD=S.72°28'12"W. 60.38'	C-24 ARC=28.11' RAD=100.00' DELTA=3°21'33" CHORD=S.71°58'38"W. 28.70'	C-38 ARC=17.15' RAD=100.00' DELTA=2°31'10" CHORD=S.89°30'10"W. 16.23'
C-11 ARC=70.05' RAD=100.00' DELTA=25°18'17" CHORD=S.15°35'17"W. 68.83'	C-25 ARC=30.32' RAD=100.00' DELTA=3°07'02" CHORD=N.76°51'28"W. 30.00'	C-39 ARC=75.58' RAD=100.00' DELTA=40°09'59" CHORD=N.15°00'29"W. 77.89'
C-12 ARC=38.77' RAD=100.00' DELTA=18°05'58" CHORD=S.08°51'20"W. 38.58'	C-26 ARC=33.38' RAD=100.00' DELTA=3°23'26" CHORD=S.76°10'13"W. 33.70'	C-40 ARC=147.17' RAD=100.00' DELTA=89°00'00" CHORD=N.13°08'08"W. 145.06'
C-13 ARC=83.20' RAD=100.00' DELTA=25°15'52" CHORD=S.52°38'33"W. 81.57'	C-27 ARC=10.93' RAD=100.00' DELTA=1°58'29" CHORD=S.62°17'45"W. 10.80'	
C-14 ARC=18.21' RAD=100.00' DELTA=10°28'11" CHORD=S.38°13'09"W. 18.18'	C-28 ARC=78.75' RAD=100.00' DELTA=40°09'59" CHORD=N.63°21'44"W. 74.60'	

BIKE PATH

PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTHWEST QUARTER OF SECTION 30, T-2-S., R-10-E., CITY OF INKSTER, WAYNE COUNTY, MICHIGAN

GWE
Giffels-Webster Engineers, Inc.
KNOXVILLE LAND RECOVERY PLANNING LABORATORY ARCHITECTS
2811 DOND STREET, ROCHESTER HILLS, MI. 48069
(248) 852-0100

DATE: 6/10/11	CHECKED BY: JNR	DATE: 6/11	SCALE: N/A
DRAWN: LDA			SHEET: 2 OF 5
DESIGN: SJC			JOB No: 18033.00
SECTION: 19 & 30	T-2-S., R-10-E.		

REV. 08-10-11

N: 18/18000/18033.00--Inkster Greenway Path/Easements/Bike Path Easement.dgn

LEGAL DESCRIPTION

PARCEL ID. NO. 44-019-99-0001-701

PART OF THE SOUTHEAST 1/4 OF SECTION 19, T2S R10E, CITY OF INKSTER, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT N.00°04'39"E, 434.09 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 19; THENCE N.00°04'39"E 922.78 FEET; THENCE EASTERLY AND NORTHERLY ALONG SOUTHERLY WESTWOOD HILLS SUBDIVISION NO. 2 1909.41 FEET; THENCE S.02°02'10"E, 248.67 FEET; THENCE S.82°30'19"E, 1116.82 FEET; THENCE N.87°57'50"E, 60 FEET; THENCE S.02°02'10"E, 372.95 FEET; THENCE N.23°50'16"W, 161.61 FEET; THENCE S.02°01'45"E, 549.19 FEET; THENCE WESTERLY AND SOUTHERLY ALONG NORTHERLY LINE OF SOUTH RIVER PARK DRIVE 1688.68 FEET; THENCE S.01°47'02"E, 35.71 FEET; THENCE SOUTHWESTERLY 204.26 FEET; THENCE WESTERLY ALONG NORTHERLY LINE WESTWOOD HILLS SUBDIVISION 1277.18 FEET TO POINT OF BEGINNING, EXCEPTING FOR THE EAST 1/2, MEASURED 43 FEET WIDE, OF AN 88 FEET WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS DESCRIBED AS BEGINNING N.00°04'39"E 434.1 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 19; THENCE N.00°04'39"E, 922.8 FEET TO THE POINT OF ENDING.

PARCEL ID. NO. 44-018-99-0001-701

PART OF THE SOUTHWEST 1/4 OF SECTION 19, T2S R10E, CITY OF INKSTER, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING ON THE SOUTHERLY LINE OF SECTION 19, 80.00 FEET EASTERLY FROM THE SOUTHWEST CORNER OF SECTION 19 PROCEEDING THENCE NORTHERLY ALONG THE EASTERLY LINE OF INKSTER ROAD 748.33 FEET TO THE SOUTHERLY LINE OF WESTWOOD HILLS SUBDIVISION NO. 1; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUBDIVISION TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF WESTWOOD HILLS SUBDIVISION NO. 2; THENCE EASTERLY AND SOUTHERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION TO ITS INTERSECTION WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 19; THENCE SOUTHERLY ALONG SAID LINE 922.78 FEET TO THE NORTHERLY LINE OF WESTWOOD HILLS SUBDIVISION; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 19; THENCE WESTERLY ALONG SAID LINE 1598.34 FEET TO THE POINT OF BEGINNING, EXCLUDING FOR THE WEST 1/2 MEASURED 43 FEET WIDE, OF AN 88 FEET WIDE STRIP OF LAND, THE CENTERLINE OF WHICH IS DESCRIBED AS BEGINNING N.00°04'39"E 434.1 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 19; THENCE N.00°04'39"E, 922.8 FEET TO THE POINT OF ENDING.

PARCEL ID. NO. 44-021-99-0001-000

PART OF THE NORTHWEST 1/4 OF SECTION 30 T2S R10E, CITY OF INKSTER, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING ON THE NORTHERLY LINE OF SECTION 30, 80.00 FEET EASTERLY FROM THE NORTHWEST CORNER OF SECTION 30, PROCEEDING THENCE EASTERLY ALONG SAID LINE 1598.34 FEET TO THE WESTERLY LINE OF SOUTH RIVER PARK DRIVE IN WESTWOOD HILLS SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE WESTERLY AND NORTHERLY LINE OF SAID DRIVE 1605.11 FEET; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF PARK COURT IN WESTWOOD HILLS SUBDIVISION 528.02 FEET TO THE EASTERLY LINE OF INKSTER ROAD; THENCE N.01°57'42"W, ALONG SAID LINE 308.70 FEET TO THE PLACE OF BEGINNING.

LEGAL DESCRIPTION 30 FOOT WIDE BIKE PATH

A 30 FOOT WIDE PATHWAY AREA THAT IS 15 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTHWEST QUARTER OF SECTION 30, T-2-S., R-10-E., CITY OF INKSTER, WAYNE COUNTY, MICHIGAN;

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19; THENCE N.02°45'08"W, 1003.27 FEET ALONG THE EAST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF A 30 FOOT WIDE PATHWAY AND EAST LINE OF SAID SECTION 19, THENCE N.02°45'08"W, 157.84 FEET ALONG THE EAST LINE OF SAID SECTION 19; THENCE THE FOLLOWING EIGHTY (81) COURSES BEING ALONG SAID CENTERLINE;

- (1) ALONG A CURVE TO THE LEFT 21.76 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°28'08", AND A LONG CHORD BEARING OF N.13°53'53"W, 21.72 FEET; AND
- (2) N.20°08'08"W, 110.82 FEET; AND
- (3) ALONG A CURVE TO THE RIGHT 38.08 FEET SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 13°47'14", AND A LONG CHORD BEARING OF N.13°14'42"W, 36.01 FEET; AND
- (4) N.08°21'00"W, 133.99 FEET; AND
- (5) ALONG A CURVE TO THE LEFT 140.45 FEET SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 107°17'45", AND A LONG CHORD BEARING OF N.69°58'49"W, 120.81 FEET; AND
- (6) S.68°21'08"W, 166.73 FEET; AND
- (7) ALONG A CURVE TO THE RIGHT 182.86 FEET SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 73°35'30", AND A LONG CHORD BEARING OF N.78°51'11"W, 179.69 FEET; AND
- (8) N.40°03'31"W, 73.31 FEET; AND
- (9) ALONG A CURVE TO THE LEFT 34.30 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 19°39'02", AND A LONG CHORD BEARING OF N.49°53'08"W, 34.13 FEET; AND
- (10) N.58°42'23"W, 153.50 FEET; AND
- (11) ALONG A CURVE TO THE LEFT 52.20 FEET SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 48°51'00", AND A LONG CHORD BEARING OF N.84°38'00"W, 50.67 FEET; AND
- (12) S.70°26'21"W, 66.78 FEET; AND

BIKE PATH

PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE
NORTHWEST QUARTER OF SECTION 30, T-2-S., R-10-E.,
CITY OF INKSTER, WAYNE COUNTY, MICHIGAN

GWE
Giffels-Webster Engineers, Inc.
SOUTH RIVER PARK DRIVE INKSTER, MICHIGAN
2871 HOND KIRKST, NORTHWEST HILLS, MI 48034
(313) 553-3100

DATE: 6/10/11	CHECKED BY: JNR	DATE: 6/11	SCALE: N/A
DRAWN: LDA			SHEET: 3 OF 3
DESIGN: SJC			
SECTION: 19 & 30	T-2-S., R-10-E.		JOB No: 18033.00

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REV. 06-10-11

N:18/18000/18033.00-Inkster Greenway Path/Easements/Bike Path Easement.dgn

(13) ALONG A CURVE TO THE LEFT 42.21 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 40°18'28", AND A LONG CHORD BEARING OF S.50°17'57"W., 41.34 FEET; AND
 (14) S.30°08'17"W., 56.40 FEET; AND
 (15) ALONG A CURVE TO THE RIGHT 43.89 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 50°17'26", AND A LONG CHORD BEARING OF S.55°15'59"W., 42.49 FEET; AND
 (16) S.80°28'46"W., 9.58 FEET; AND
 (17) ALONG A CURVE TO THE LEFT 35.27 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 40°26'14", AND A LONG CHORD BEARING OF S.60°13'09"W., 34.55 FEET; AND
 (18) S.40°00'32"W., 71.30 FEET; AND
 (19) N.70°28'20"W., 48.91 FEET; AND
 (20) ALONG A CURVE TO THE LEFT 64.87 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 74°08'37", AND A LONG CHORD BEARING OF S.72°28'12"W., 60.28 FEET; AND
 (21) S.35°24'43"W., 47.17 FEET; AND
 (22) ALONG A CURVE TO THE LEFT 70.05 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 40°08'17", AND A LONG CHORD BEARING OF S.15°36'17"W., 68.63 FEET; AND
 (23) S.04°33'24"E., 87.40 FEET; AND
 (24) ALONG A CURVE TO THE RIGHT 38.77 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 21°03'58", AND A LONG CHORD BEARING OF S.05°51'20"W., 38.66 FEET; AND
 (25) S.16°23'42"W., 89.10 FEET; AND
 (26) S.55°02'47"W., 57.17 FEET; AND
 (27) N.79°53'51"W., 80.50 FEET; AND
 (28) S.75°18'21"W., 155.02 FEET; AND
 (29) ALONG A CURVE TO THE LEFT 63.20 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°15'52", AND A LONG CHORD BEARING OF S.52°38'33"W., 51.57 FEET; AND
 (30) S.30°00'21"W., 102.98 FEET; AND
 (31) ALONG A CURVE TO THE RIGHT 18.21 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 10°26'11", AND A LONG CHORD BEARING OF S.35°13'09"W., 18.19 FEET; AND
 (32) S.41°37'35"W., 93.90 FEET; AND
 (33) ALONG A CURVE TO THE RIGHT 45.08 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 25°49'52", AND A LONG CHORD BEARING OF S.49°46'22"W., 44.70 FEET; AND
 (34) S.69°11'39"W., 129.35 FEET; AND
 (35) ALONG A CURVE TO THE RIGHT 26.50 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 30°21'52", AND A LONG CHORD BEARING OF S.80°22'20"W., 26.19 FEET; AND
 (36) N.84°14'47"W., 84.89 FEET; AND
 (37) ALONG A CURVE TO THE LEFT 66.38 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 76°04'17", AND A LONG CHORD BEARING OF S.57°43'13"W., 61.61 FEET; AND
 (38) S.19°41'12"W., 15.20 FEET; AND
 (39) ALONG A CURVE TO THE RIGHT 31.02 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 38°32'32", AND A LONG CHORD BEARING OF S.37°27'07"W., 30.62 FEET; AND
 (40) S.55°13'49"W., 118.73 FEET; AND
 (41) ALONG A CURVE TO THE RIGHT 95.06 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 54°27'45", AND A LONG CHORD BEARING OF S.62°27'34"W., 91.52 FEET; AND
 (42) N.70°18'12"W., 353.55 FEET; AND
 (43) ALONG A CURVE TO THE LEFT 80.89 FEET SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 23°07'02", AND A LONG CHORD BEARING OF N.61°51'32"W., 80.16 FEET; AND
 (44) S.88°34'48"W., 85.95 FEET; AND
 (45) S.88°34'45"W., 42.59 FEET; AND
 (46) ALONG A CURVE TO THE LEFT 25.53 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 29°15'23", AND A LONG CHORD BEARING OF S.71°58'17"W., 25.25 FEET; AND
 (47) S.67°25'57"W., 4.11 FEET; AND
 (48) ALONG A CURVE TO THE RIGHT 28.52 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 32°41'05", AND A LONG CHORD BEARING OF S.73°39'07"W., 28.14 FEET; AND
 (49) DUE WEST, 234.11 FEET; AND
 (50) ALONG A CURVE TO THE LEFT 90.57 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 34°42'07", AND A LONG CHORD BEARING OF S.72°38'48"W., 59.64 FEET; AND
 (51) S.65°17'51"W., 36.17 FEET; AND
 (52) ALONG A CURVE TO THE RIGHT 29.11 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°21'33", AND A LONG CHORD BEARING OF S.71°58'36"W., 28.70 FEET; AND
 (53) S.88°39'25"W., 77.13 FEET

TO A POINT "A" AND

BIKE PATH

PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE NORTHWEST QUARTER OF SECTION 30, T-2-S., R-10-E., CITY OF INKSTER, WAYNE COUNTY, MICHIGAN

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GWE
Goffis-Webster Engineers, Inc.
 2871 HOND STREET, ROCHASTER HILLS, MI. 48063
 (248) 822-3100

DATE: 6/10/11	CHECKED BY: JNR	DATE: 6/11	SCALE: N/A
DRAWN: LDA			SHRST: 4 OF 5
DESIGN: SJC			
SECTION: 19 & 30	T-2-S, R-10-E.		JOB No: 18033.00

REV. 06-10-11

N:18/18000/18033.00-Inkster Greenway Path/Easements/Blue Path Easement.dgn

(54) 5.88'39'35"W., 123.93 FEET; AND
 (55) ALONG A CURVE TO THE RIGHT 30.32 FEET SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 28'57'02", AND A LONG CHORD BEARING OF N.78'51'28"W., 30.00 FEET; AND
 (56) N.82'24'02"W., 184.28 FEET; AND
 (57) ALONG A CURVE TO THE LEFT 43.38 FEET SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 82'51'24", AND A LONG CHORD BEARING OF S.76'10'13"W., 39.70 FEET; AND
 (58) S.38'15'47"W., 182.44 FEET; AND
 (59) ALONG A CURVE TO THE RIGHT 10.93 FEET SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 31'19'20", AND A LONG CHORD BEARING OF S.82'17'45"W., 10.80 FEET; AND
 (60) S.77'08'50"W., 71.18 FEET; AND
 (61) ALONG A CURVE TO THE RIGHT 79.75 FEET SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 78'09'08", AND ALONG CHORD BEARING OF N.63'21'44"W., 74.00 FEET; AND
 (62) N.24'52'27"W., 117.81 FEET; AND
 (63) ALONG A CURVE TO THE LEFT 78.31 FEET SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 29'54'48", AND A LONG CHORD BEARING OF N.39'49'42"W., 77.43 FEET; AND
 (64) N.54'48'45"W., 24.60 FEET; AND
 (65) ALONG A CURVE TO THE LEFT 134.22 FEET SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 25'38'00", AND A LONG CHORD BEARING OF N.67'36'17"W., 133.10 FEET; AND
 (66) N.80'26'17"W., 25.78 FEET; AND
 (67) ALONG A CURVE TO THE LEFT 86.97 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 99'32'58", AND A LONG CHORD BEARING OF S.49'48'15"W., 78.35 FEET; AND
 (68) S.00'01'47"W., 57.83 FEET; AND
 (69) ALONG A CURVE TO THE RIGHT 77.82 FEET SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 29'43'24", AND A LONG CHORD BEARING OF S.14'53'45"W., 78.95 FEET; AND
 (70) S.29'48'48"W., 84.98 FEET; AND
 (71) ALONG A CURVE TO THE LEFT 85.25 FEET SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 24'25'19", AND A LONG CHORD BEARING OF S.17'32'31"W., 84.80 FEET; AND
 (72) S.05'19'57"W., 85.33 FEET; AND
 (73) ALONG A CURVE TO THE LEFT 20.80 FEET SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 39'55'22", AND A LONG CHORD BEARING OF S.14'37'11"E., 20.48 FEET; AND
 (74) S.34'35'26"E., 9.03 FEET; AND
 (75) ALONG A CURVE TO THE RIGHT 12.47 FEET SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 14'17'43", AND A LONG CHORD BEARING OF S.27'28'48"E., 12.44 FEET; AND
 (76) S.20'18'12"E., 23.88 FEET; AND
 (77) ALONG A CURVE TO THE RIGHT 28.82 FEET SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 51'13'00", AND A LONG CHORD BEARING OF S.05'20'17"W., 25.93 FEET; AND
 (78) S.30'58'47"W., 127.52 FEET; AND
 (79) ALONG A CURVE TO THE RIGHT 38.01 FEET SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 28'47'38", AND A LONG CHORD BEARING OF S.43'50'49"W., 35.71 FEET; AND
 (80) ALONG A CURVE TO THE RIGHT 17.18 FEET SAID CURVE HAVING A RADIUS OF 18.00 FEET, A CENTRAL ANGLE OF 88'31'10", AND A LONG CHORD BEARING OF S.89'30'10"W., 16.23 FEET; AND
 (81) N.57'44'18"W., 18.88 FEET TO THE POINT OF ENDING.

AND

BEGINNING AT THE ABOVE MENTIONED POINT "A"; THENCE DUE NORTH, 22.62 FEET; THENCE ALONG A CURVE TO THE LEFT 78.58 FEET SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 30'00'59", AND A LONG CHORD BEARING OF N.15'00'28"W., 77.69 FEET; THENCE N.30'00'59"W., 80.95 FEET; THENCE ALONG A CURVE TO THE RIGHT 147.17 FEET SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 33'43'42", AND A LONG CHORD BEARING OF N.13'09'08"W., 145.05 FEET; THENCE N.03'42'43"E., 83.84 FEET TO THE POINT OF ENDING.

BIKE PATH
 PART OF THE SOUTH HALF OF SECTION 19, AND PART OF THE
 NORTHWEST QUARTER OF SECTION 30, T-2-S., R-10-E.,
 CITY OF INKSTER, WAYNE COUNTY, MICHIGAN

GWE
Giffels-Webster Engineers, Inc.
 SURVEYORS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
 2871 HOND STREET, ROCHSTER HILLS, MI 48063
 (248) 847-3100

DATE: 6/10/11	CHECKED BY: JNR	DATE: 6/11	SCALE: N/A
DRAWN: LDA			SHEET: 5 OF 5
DESIGN: SJC			
SECTION: 19 & 30	T-2-S., R-10-E.		JOB No: 18083.00

REV. 06-10-11

N:18/18000/18033.00-Inkster Greenway Path/Easements/Bike Path Easement.dgn

EXHIBIT B

INKSTER PARK GREENWAY TRAIL RECREATIONAL BOUNDARY MAP

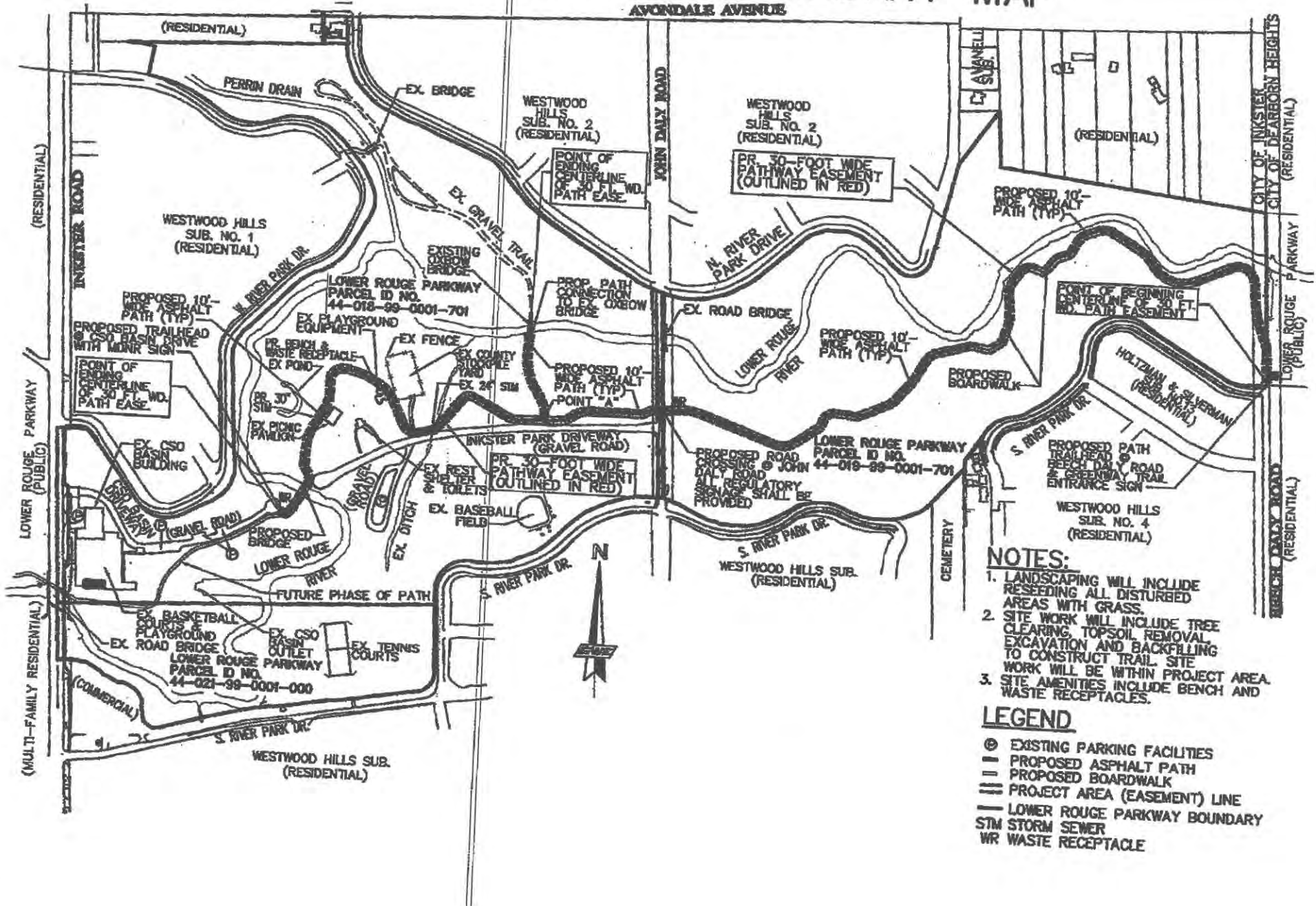
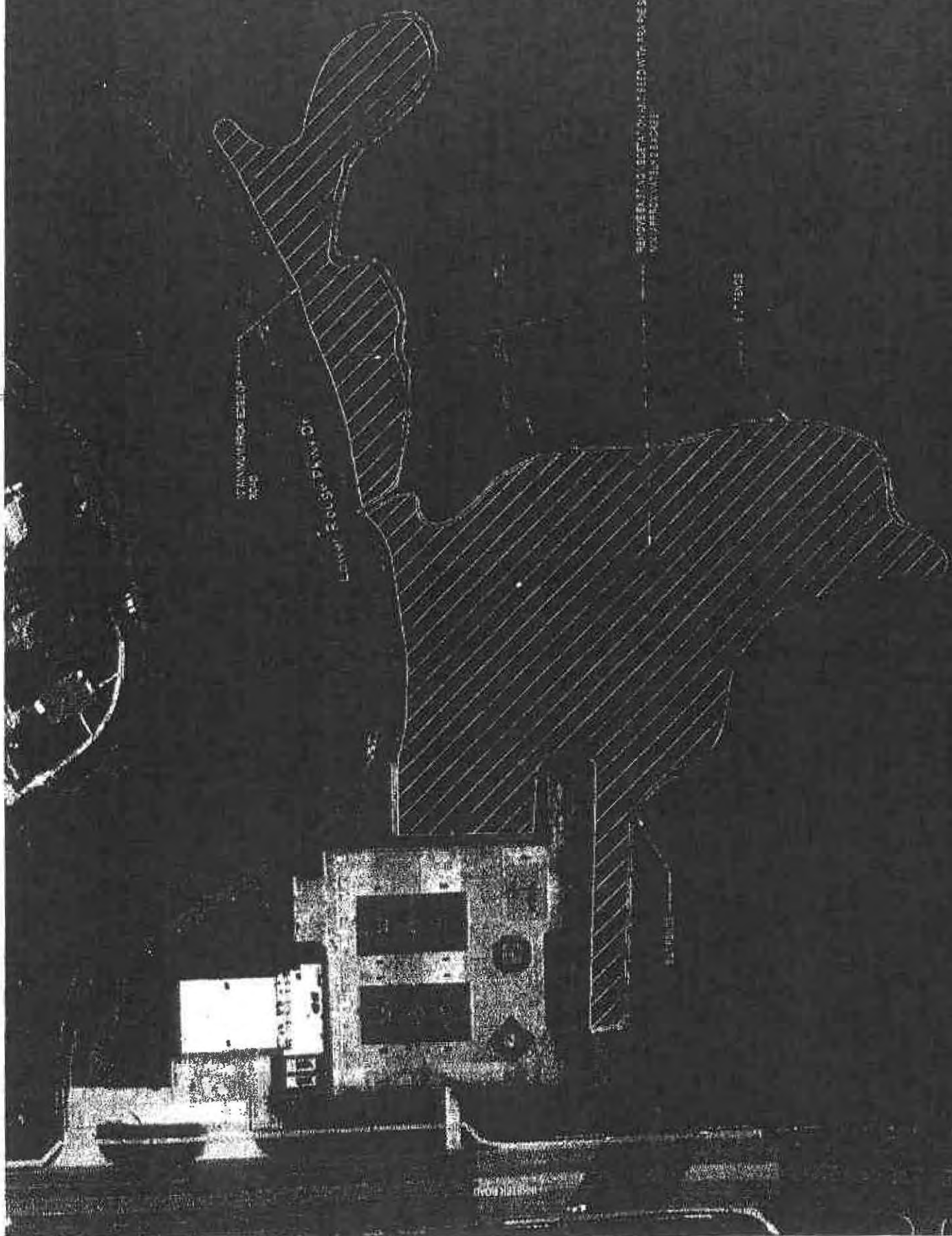


EXHIBIT C



LOWER INKSTER CSO PLANTING AREA

EXHIBIT D

INKSTER GREENWAY TRAIL LONG-TERM MAINTENANCE SCHEDULE

PROPERTY INFORMATION LOWER ROUGE PARKWAY
PARCEL NUMBERS:
44-018-88-0001-701
44-021-88-0001-000
44-018-88-0001-701

PROPERTY OWNER COUNTY OF WAYNE
DEPARTMENT OF PUBLIC SERVICES
PARKS DIVISION
33178 ANN ARBOR TRAIL
WESTLAND, MI 48185

COUNTY OF WAYNE
DEPARTMENT OF PUBLIC SERVICES
DIRECTOR OF ADMINISTRATION
400 MONROE, SUITE 300
DETROIT, MI 48226

LAND LESSEE CITY OF INKSTER
26216 TROWBRIDGE
INKSTER, MI 48141
CONTACT: MARK D. LLOYD,
DIRECTOR OF PLANNING, BUILDING & ECONOMIC DEVELOPMENT
PHONE: (313) 593-8764

A. PHYSICAL LIMITS OF THE INKSTER GREENWAY TRAIL

THE INKSTER GREENWAY TRAIL SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN IS DEPICTED ON EXHIBITS A AND B OF THE CITY OF INKSTER/WAYNE COUNTY LAND LEASE AGREEMENT AND INCLUDES WITHOUT LIMITATION THE ASPHALT PATHWAY, BOARDWALKS, BENCHES, PIONO TABLES, SITE LANDSCAPING, BRIDGES, AND CLOSED CONDUITS THAT ARE WITHIN THE DEFINED LAND LEASE AREA.

B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY

THE CITY OF INKSTER IS RESPONSIBLE FOR MAINTAINING THE INKSTER GREENWAY TRAIL INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE WAYNE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM, UNLESS WAYNE COUNTY RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE RESPONSIBILITY FOR THE INKSTER GREENWAY TRAIL COMMENCES WHEN DEFINED BY THE MAINTENANCE PERMIT ISSUED BY THE COUNTY. LONG TERM MAINTENANCE CONTINUES IN PERPETUITY.

C. MANNER OF ENSURING MAINTENANCE RESPONSIBILITY

THE CITY OF INKSTER HAS ASSUMED RESPONSIBILITY FOR LONG-TERM MAINTENANCE OF THE INKSTER GREENWAY TRAIL BY MEANS OF THE INKSTER/WAYNE COUNTY LAND LEASE AGREEMENT AND RESOLUTIONS SHOWN IN EXHIBIT E. THE CITY AGREES TO REIMBURSE THE COUNTY OF WAYNE FOR MAINTENANCE REPAIR, RESTORATION AND ANY NECESSARY CONSTRUCTION WITHIN THE DEFINED LANDS OF THE INKSTER GREENWAY TRAIL IF MAINTENANCE WORK IS COMPLETED BY WAYNE COUNTY. THE CITY OF INKSTER HAS AGREED TO PERFORM THE MAINTENANCE ACTIVITIES REQUIRED BY THIS AGREEMENT. THE COUNTY OF WAYNE RETAINS THE RIGHT TO ENTER THE PROPERTY AND PERFORM THE NECESSARY MAINTENANCE OF THE INKSTER GREENWAY TRAIL IF THE CITY OF INKSTER FAILS TO PERFORM THE REQUIRED MAINTENANCE ACTIVITIES.

TO ENSURE THAT THE INKSTER GREENWAY TRAIL IS MAINTAINED IN PERPETUITY, THE LEGAL DESCRIPTION OF THE LAND LEASE AREA, MAP OF ALL RELATED RECREATIONAL APPURTENANCES (EXHIBIT D), THIS PLAN (EXHIBIT C), THE RESOLUTIONS ATTACHED AS EXHIBIT E, AND THE OVERALL LAND LEASE AGREEMENT BETWEEN THE CITY OF INKSTER AND THE COUNTY OF WAYNE WILL BE RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS. UPON RECORDING, A COPY OF THE RECORDED DOCUMENT WILL BE PROVIDED TO THE COUNTY.

D. LONG TERM MAINTENANCE PLAN AND SCHEDULE

TABLE 1 IDENTIFIES THE MAINTENANCE ACTIVITIES TO BE PERFORMED. TABLE 1 ALSO IDENTIFIES SITE-SPECIFIC WORK NEEDED TO ENSURE THAT THE INKSTER GREENWAY TRAIL FUNCTIONS PROPERLY.

TABLE 1 INKSTER GREENWAY TRAIL LONG-TERM MAINTENANCE PLAN						
MAINTENANCE ACTIVITIES	TRAILWAY COMPONENTS					FREQUENCY
	ASPH PTH	BOARDWALKS	BRIDGE	SEWER	STRUCTURES	
MOWING					X	AS NEEDED OR AS REQUIRED BY CITY ORDINANCE
VEGETATION CONTROL AND WEED GROWTH	X	X			X	AS NEEDED OR AS REQUIRED BY CITY ORDINANCE
PATHWAY CLEARING & SWEEPING	X	X	X			AS NEEDED OR AS REQUIRED BY CITY ORDINANCE
INSPECTION FOR EROSION & DEBRIS	X	X	X	X	X	MONTHLY OR AFTER HEAVY RAIN & FLOODING EVENTS
SNOW REMOVAL	X	X	X			AS NEEDED
RECORD BARE AREAS BORN SEWER END SECTIONS					X	AS NEEDED
PAYMENT STOPPING	X					ANNUALLY OR AS NEEDED
PATHWAY SURFACE EVALUATION	X	X				ANNUALLY OR AFTER FLOODING EVENTS
PATHWAY SURFACE REPAIR	X	X				AS NEEDED
STRUCTURAL & WEATHERING INSPECTIONS		X	X	X		ANNUALLY OR AFTER HEAVY RAIN & FLOODING EVENTS
STRUCTURAL AND WEATHERING REPAIR		X	X	X		AS NEEDED
PREVENTATIVE MAINTENANCE	X	X	X	X	X	AS NEEDED

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GWE
Giffels-Webster Engineers, Inc.
ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
3871 NORD AVENUE, NORTHEAST HILLS, MI 48160
(313) 552-3100

DATE: 6-10-11	CHECKED BY: DATE:	SCALE:
DRAWN: SJC	AW	SHEET: 1 of 1
DESIGN:		JOB No: 18033.00
SECTION:		

EXHIBIT E



WAYNE COUNTY MEMORANDUM PARKS DIVISION

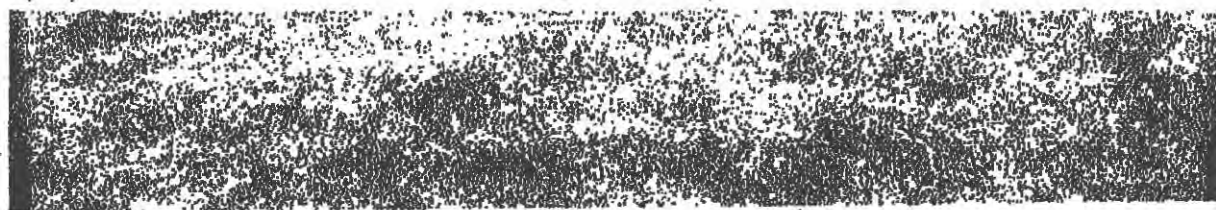
SIGN SPECIFICATIONS

Attached, please find sketch and sample of the sign layout that we are suggesting for all TCA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" 3/4" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carriage" style top...ie arched. (optional)
- Color options up to you; 1,2,3 or 4 color...its totally up to you; of course more colors more cost involved.
- Font should be traditional styles ie Helvetica, Aerial, Times New Roman something standard.
- Include County Logo, County Executive and Commissioners bottom left
- Include City Logo, Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Sign will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & Installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions please give me a call.

Steve Alman,
Wayne County Parks
734-261-4312



Huron Twp. logo here

LAIKO PARK

HURON TOWNSHIP

County Logo here

County Executive
& County Commission
listed

Improvements partially funded by
Wayne County Parks Millage

Name of other funding source if applies.

City Logo here

Twp. Super
&
Twp. Bd. Members
listed

EXHIBIT F

RESOLUTION

11-08-227R

Moved by Crump

Seconded by Williams

WHEREAS, in April of 2003, the Downtown Development Authority (DDA) and City administration worked with Wayne County Parks to develop the Inkster Greenway Project; and

WHEREAS, the project includes a four (4) phase trail system and the initial planning effort resulted in the development of plans to install trails through the existing park system including Inkster Park, Colonial Park and the park land surrounding the Inkster Valley Golf Course; and

WHEREAS, in March of 2010, City staff applied to the Michigan Department of Natural Resources Trust Fund (MNRTF) for grant funding for the construction of the first phase of the project which runs from Beech Daly to the CSO Basin Driveway; and

WHEREAS, in November of 2010, we received notification from the Michigan Department of Natural Resources that this project has been recommended for grant funding approval; and

WHEREAS, the grant award was \$408,000.00 with the City's match totaling \$137,000.00; and

WHEREAS, engineering and construction cost for the first phase of the project is estimated to be \$545,000.00 and as the grant recipient, the City will be responsible for taking all actions necessary to complete the project; and

WHEREAS, in April 2011, the Michigan Department of Transportation provided a conditional commitment of \$800,00 in funding for the path that will supplement the pathway construction costs and expand the scope into further phases; and

WHEREAS, while pursuing all available grant opportunities our team has been also been working with Wayne County on an intergovernmental agreement (IGA) that will grant specific land lease rights to the City of Inkster; and

WHEREAS, the county is proposing a land lease term of 20 years with provisions to extend the agreement an additional 20 years but first the IGA must be approved by City Council and by the Wayne County Board of Commissioners; and

WHEREAS, a certified resolution along with two (2) copies of the intergovernmental agreement with all required exhibits for execution by the Wayne County Board of Commissioners must be signed then submitted; and

WHEREAS, upon approval from Wayne County, a copy of the fully executed intergovernmental agreement will be submitted to the MNDR for review and acceptance; and

NOW THEREFORE, BE IT RESOLVED that authorization is hereby given accept all terms and conditions of the park land lease agreement with Wayne County for the area defined within the boundaries of the Lower Rouge Parkway more particularly described in Exhibit A of the land lease agreement.

YEAS: Canty, Crump, Hendricks, Owens, Williams, Wimberly, Mayor Hampton

NAYS: None

Motion Carried Unanimously

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Inkster, County of Wayne, State of Michigan, at a regular meeting held on August 1, 2011 and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 268, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act



Velida Gutierrez
City Clerk

Inkster, Michigan



ORDINANCE NO. 852

AN ORDINANCE TO AMEND CHAPTER 155, ZONING CODE, OF THE CODE OF ORDINANCES OF THE CITY OF INKSTER

THE CITY OF INKSTER ORDAINS:

SECTION 1: That General Provisions and §155.048 M-1 Light Industrial District and §155.260 Definitions of the Zoning Code of the City of Inkster is hereby amended by and adding language as follows:

CONFLICT OF LAWS AND PROHIBITED LAND USES.

Uses not expressly permitted are prohibited. Uses for enterprises or purposes that are contrary to federal, state or local laws or ordinances are prohibited. This prohibition shall not apply to the following:

- (1) A qualifying patient engaged in the medical use of marijuana in his or her own residence in accordance with the Michigan Medical Marihuana Act.
- (2) A primary caregiver assisting a qualifying patient with whom he or she is connected through the Michigan Department of Community Health's registration process with the medical use of marijuana in accordance with the Michigan Medical Marihuana Act.

§ 155.048 M-1, LIGHT INDUSTRIAL DISTRICT.

(C) Uses Permitted Subject to Special Conditions

- (16) Medical marijuana facilities subject to the regulations of §_ (Conflicts Of Laws And Prohibited Land Uses)

MEDICAL MARIJUANA FACILITIES.

- (A) 300 foot radius of a residentially zoned district, or within a 500 foot radius of any library, church, child care center, licensed day care facility, preschool program center, primary, intermediate or secondary school, or like facility.
- (B) Minimum Distance from other similar uses: 500 ft.
- (C) A state registered and local business license is required for all facilities and primary caregivers. If the primary caregiver is not the owner of the premises then consent must be obtained in writing from the property owner to ensure the owner's knowledge of the use.
- (D) The marijuana will be kept in an enclosed, locked facility that permits access only by a registered primary caregiver or registered qualified patient.
- (E) The facility shall be subject to quarterly inspections to confirm compliance in accordance with applicable laws, including, but not limited to, State Law and City Ordinances.
- (F) Hours of operations permitted: M-F: 9:00 AM – 9:00 PM; Sat.: 9:00 AM-6:00 PM; Sunday: 10:00 AM- 6:00 PM.
- (G) Drive-through facilities shall be prohibited.
- (H) Security cameras shall be installed, maintained and approved by the City Police Chief. All security cameras shall have at least 120 concurrent hours of digitally recorded

documentation. The security cameras shall be in operation 24 hours a day, seven days a week, and shall be set to maintain the record of the prior 120 hours of continuous operation. An alarm system is required that is operated and monitored by a recognized security company.

- (I) A conspicuous sign(s) shall be posted stating that "No loitering is permitted" on such property.
- (J) Exterior lighting shall be required for security purposes, but in accordance with the provisions of the Zoning Ordinance.

§ 155.260 DEFINITIONS.

MEDICAL MARIJUANA FACILITY. A facility where primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) may lawfully assist qualifying patients who are also legally registered by the MDCH with the medical use of marihuana in accordance with the Michigan Medical Marihuana Act, as amended.