

August 8, 2019

The Portage Township Planning Commission (PC) August 8, 2019 meeting was called to order at 7:00 by Chair Melanie Watkins. Present were Watkins, Ted Soldan, Jeff Koski, Connie Sherry, and Peggy Anderson. Guests John Ollila, and Gary Lubinski were also present.

Jeff Koski made a motion to approve the June 26, 2019 planning commission minutes. The motion was seconded by Connie Sherry and passed.

Watkins said there were 3 items on the floor for the meeting: 1) The Pilgrim River Estates project, 2) Master Plan/zoning, and 3) storm water.

John Ollila was given the floor. He talked about the site plan review of the Pilgrim River Estates (PRE) project, and how the project officials have satisfied all the requirements except for the storm water runoff portion. Gary Lubinski represented the project at the meeting. He presented an agreement between Pilgrim River Estates and Houghton County (attached). Watkins briefly read the agreement, and said her opinion was the text gave the PRE and Houghton County each the right to use each other's property for the purposes of managing the storm water runoff. Lubinski asked the commission what they would accept for a plan to complete the storm water runoff project. Watkins said she felt a civil engineer could produce adequate drawings for the project in about 8 hours. She suggested he shop around locally for a registered civil engineer to do the work.

Following that, Ollila presented the board with some findings regarding the master plan. He talked about the changes he and Soldan had accomplished since the last meeting and handed commission members hard copy of the paragraph on employment, and Appendix 1. He also discussed the zoning ordinance. He researched some of the changes made to the ordinance over the years, and determined that the rental ordinance, which was passed to the township board by the planning commission, and voted affirmatively by the board some time ago, has never been implemented. Ollila said he would talk to Supervisor Peterson about this.

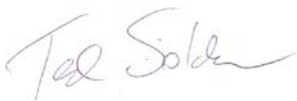
Ollila also talked about the township slogan, "Progress Our Goal". He suggested an alternative, "The Mother Township" since Portage Township was the original township in Houghton County, from which all the rest of the township were derived. The commission took no official action on his suggestion.

Ollila said he and his co-zoning administrator Bill Bingham found 5 changes to the zoning ordinance that have not been added to the ordinance. He suggested this should be fixed as soon as possible. There was also some discussion about maintaining paper copies of the planning commission minutes in paper form.

Watkins gave Ollila a copy of the storm water ordinance for proofing.

A motion was made by Koski at 8:20 to adjourn. The motion was seconded by Sherry and passed.

Respectfully submitted,



Ted Soldan, Secretary



\* 2 0 1 5 R - 0 5 7 4 9 7 \*  
 JENNIFER LORENZ  
 HOUGHTON COUNTY REGISTER OF DEEDS  
 10/30/2015 10:21:02AM  
 FEE: \$32.00  
 PAGES: 7 RCPT#: 83044  
 2015R-05749 EASEMENTS

**COPY**

**DRAIN EASEMENT AGREEMENT**

This Agreement (the AGREEMENT) shall be effective as of August 13, 2015, between Old U.S. 41, Inc., a Michigan corporation, whose address is 216 Dakota Avenue, Gladstone, Michigan 49837, (hereinafter called PARTY A), and the Houghton County Road Commission, whose address is 20140 Gagnon Circle, Hancock, Michigan 49930, (hereinafter called PARTY B), on the terms and conditions stated below:

- 1. BACKGROUND.** Party A owns a parcel of certain real property described as follows, to wit: Located in the Township of Portage, County of Houghton and State of Michigan, described as follows, to wit:

The Northeast ¼ of the Southeast ¼ of Section 7, T54N, R33W,  
 Old U.S. 41, Inc. has created a condominium by recording a master deed for Pilgrim River Hills South Houghton County Condominium Subdivision Plan #13 recorded at Houghton County Register of Deeds at 2009R-01039 which being a 49-page document. The roadways in that condominium are currently private however, Old U.S. 41, Inc. desires to transfer the jurisdiction of those roads to the Houghton County Road Commission and as part of that process this drainage easement is required. A 50-foot wide storm water drainage easement is intended to be created by this Agreement.

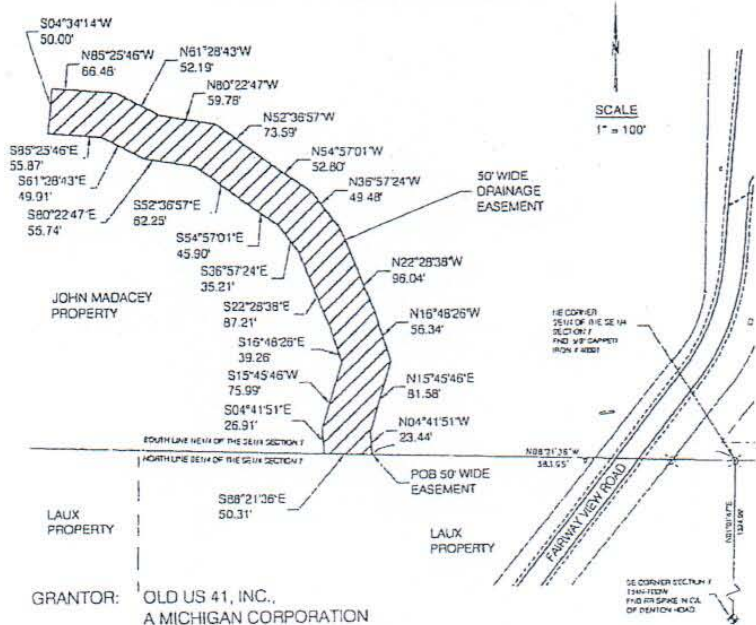
2. **CONSIDERATION.** The consideration given for this storm water drainage easement is the mutual promises and conveyances of the respective parties to create this storm water easement. Further, there is no actual monetary consideration and this transfer is claimed exempt from state and county transfer taxes pursuant to MCL 507.205(a) and MCL 507.526(a).
3. **GRANT OF EASEMENT.** Party A grants to Party B the right to drain and flow storm water surface runoff across the legal description of the property shown on Attachment A hereto, which is legally described on Sheet 2 of 2 of that Attachment A, which is the John Madacey drainage easement description. This easement is an exclusive easement and is deemed an easement in gross for the purpose of a flowage of surface water storm drainage in the easement. This easement is permanent and irrevocable except by the written consent of the Houghton County Road Commission or its successors or assigns which the Houghton County Road Commission would have no obligation to give. The legal description shown on Attachment A shall be burdened by this easement and shall be for the exclusive use to discharge storm water within the easement across the burdened premises.
4. **USE.** The easement described on Attachment A may be used by the Houghton County Road Commission for the purposes of flowing surface storm water drainage only and shall not be used for any other purposes. The owner of the beneficial rights to this easement may enter upon onto the easement area on the burdened property only to remove obstructions to the flowage of the storm water in the easement area
5. **INTERESTS AND REALTY.** The easement granted by this Agreement shall be for the benefit of Party B and shall be appurtenant to the property of Party A and shall run with

the land. Party A, its successor and/or assigns shall not occupy the drainage easement area in any manner that would disturb, damage, destroy or obstruct the proposed uses of the storm water drainage easement or add any water flowage to that easement area.

6. **WHOLE AGREEMENT.** This Agreement contains the entire understanding of the parties regarding the conveyance of the easement described herein and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.
7. **MODIFICATION.** Any waiver, alteration, or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.
8. **PARTIES BOUND.** The terms and conditions of this Agreement shall bind and benefit the heirs, personal representatives, successors, and assigns of the parties.
9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and venue for any disputes for this Agreement shall lie in Houghton County, Michigan.
10. **SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application of which shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall be effective as to each term, covenant, or condition of this Agreement to the fullest extent permitted by law.
11. **EXHIBITS.** The following exhibits are attached to and are a part of this Agreement:  
Attachment A – being pages 1 and 2.

# ATTACHMENT A

EASEMENT FOR DRAINAGE  
 A PARCEL OF LAND SITUATED IN SECTION 7, T34N-R03W,  
 PORTAGE TOWNSHIP, HOUGHTON COUNTY, MICHIGAN



SCALE  
 1" = 100'

GRANTOR: OLD US 41, INC.,  
 A MICHIGAN CORPORATION  
 216 DAKOTA AVE  
 GLADSTONE, MI 49837

DESCRIPTION:  
 SEE ATTACHED SHEET #2

GRANTEE: HOUGHTON COUNTY  
 ROAD COMMISSION  
 20140 GAGNON CIRCLE  
 HANCOCK, MI 49930

NOTE: BEARINGS ARE BASED ON  
 TRAVERSE ENGINEERING SERVICES  
 BEARINGS OBTAINED FROM GPS  
 OBSERVATION ON JULY 2011.

*[Signature]*  
 0 - Page 01, Survey, PL, LS, No. 21054  
 7-12-15

Prepared by:  
 TRAVERSE ENGINEERING SERVICES P.C.  
 100 QUINCY STREET P.O. BOX 655  
 HANCOCK, MI 49930 (506) 452-6696

Job#: 537\_E2  
 Page 1 of 2

Traverse Engineering Services, LLC, 100 Quincy Street, P.O. Box 655, Hancock, Michigan 49930

# Planning Commission

1. TED SOZDAN
2. JEFF KOSKI
3. Connie Sherry
4. Peggy L...
5. William Watson
- 6.
- 7.
- 8.
9. John Dilla
10. GARY LUBINSKI

## **JOHN MADACEY DRAINAGE EASEMENT #1 DESCRIPTION**

A parcel of land in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section Seven (7), Township Fifty-four (54) North, of Range Thirty-three (33) West, Portage Township, Houghton County, Michigan.

Commencing at the Southeast Corner of said Section 7, a RR spike in the centerline of Denton Road; thence North along the East line of Section 7 on a bearing of N 01°01'47" E, a distance of 1324.99 feet to a 5/8" iron w/cap #46697; thence westerly along the north line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Seven (7) on a bearing of N 88°21'36" W, a distance of 383.95 feet, to the point of beginning of a 50 foot wide Easement; thence north on a bearing of N 04°41'51" W, a distance of 23.44 feet; thence north on a bearing of N 15°45'46" E, a distance of 81.58 feet; thence north on a bearing of N 16°48'26" W, a distance of 56.34 feet; thence north on a bearing of N 22°28'38" W, a distance of 96.04 feet; thence north on a bearing of N 36°57'24" W, a distance of 49.48 feet; thence north on a bearing of N 54°57'01" W, a distance of 52.80 feet; thence north on a bearing of N 52°36'57" W, a distance of 73.59 feet; thence north on a bearing of N 80°22'47" W, a distance of 59.78 feet; thence north on a bearing of N 61°28'43" W, a distance of 52.19 feet; thence north on a bearing of N 85°25'46" W, a distance of 66.48 feet; thence south on a bearing of S 04°34'14" W, a distance of 50.00 feet; thence south on a bearing of S 85°25'46" E, a distance of 55.87 feet; thence south on a bearing of S 61°28'43" E, a distance of 49.91 feet; thence south on a bearing of S 80°22'47" E, a distance of 55.74 feet; thence south on a bearing of S 52°36'57" E, a distance of 62.25 feet; thence south on a bearing of S 54°57'01" E, a distance of 45.90 feet; thence south on a bearing of S 36°57'24" E, a distance of 35.21 feet; thence south on a bearing of S 22°28'38" E, a distance of 87.21 feet; thence south on a bearing of S 16°48'26" E, a distance of 39.26 feet; thence south on a bearing of S 15°45'46" W, a distance of 75.99 feet; thence S 04°41'51" E, a distance of 26.91 feet to the North line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Seven (7); thence Easterly along the North line of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Seven (7) on a bearing of S 88°21'36" E, a distance of 50.31 feet to the point of beginning.

Bearings are based on Traverse Engineering Services bearings obtained from GPS observation in July 2011.

Drafted By: Traverse Engineering Services, P.C.

Date: 7-23-15

Job No. 537 MADACEY EASEMENT #1

Sheet 2 of 2