



# SAUGATUCK TOWNSHIP FIRE DISTRICT

Proudly serving : Douglas | Saugatuck | Saugatuck Township



3342 Blue Star Highway  
Saugatuck, MI 49453  
Phone: 269 857-3000  
E-mail: [Office@saugatuckfire.org](mailto:Office@saugatuckfire.org)

## FIRE DISTRICT BOARD "SPECIAL" MEETING

4:00pm – July 22<sup>nd</sup>, 2019

### **AGENDA**

1. Call to Order:
2. Pledge of Allegiance (*Stand if you are able*):
3. Roll Call:
4. Reminder: It is requested that the board silences cell phones and put them away for the duration of the meeting.
5. Approval of Agenda (*additions / deletions*):
6. Public Comment on Agenda Items Only (Limit 3 minutes):
7. Old Business:
  - A. Sublicense Agreement for Retro Boat Rentals**
8. New Business
  - A. Fire Prevention Open House**
9. Public Comments: (Limit 3 minutes):
10. Fire Board Comments:
11. Adjournment:

### **NOTICE**

This facility is wheel chair accessible with accessible parking spaces available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck Township Fire District at 269-857-3000 for further information.

## SUBLICENSE AND RELEASE

This Sublicense and Release ("Agreement") dated this \_\_ day of \_\_\_\_, 2019, between the Saugatuck Township Fire District, a Michigan public entity, of 3342 Blue Star Highway, Saugatuck, Michigan 49453 (the "District") and Retro Boat Rentals, a \_\_\_\_\_, of 730 Water Street, Saugatuck, Michigan 49453 (the "Neighbor"), regarding real property and associated riparian interests located in the City of Saugatuck.

### RECITALS

A. The District licenses from the City of Saugatuck (the "City") property described as the south ½ portion of Lucy Street in the City (the "Licensed Area"). Consistent with Michigan law, the license grants to the District the right to utilize the Licensed Area as described in that license agreement as well as the bottom lands attributable to that property. A copy of the license agreement is attached as Exhibit A to this Agreement and its terms are incorporated herein as if fully set forth ("License").

B. Adjacent to the Licensed Area, and located at 730 Water Street in the City, is a parcel owned and used by the Neighbor and on which is located a commercial structure used for the rental of adjacently moored pleasure craft and associated activities (the "Neighbor's Property").

C. The Neighbor has begun using a portion of the Licensed Area for full time dockage and the mooring of boats. The District has required that the Neighbor cease its use of any portion of the Licensed Area absent the District and Neighbor reaching an agreement as to the scope of such permitted use and the terms and conditions of the same.

D. The City has, consistent with the terms of the License, granted the District written consent to enter into this Agreement with the Neighbor. A copy of that consent is attached as Exhibit B to this Agreement its terms are incorporated herein as if fully set forth.

E. The District is willing to enter into this Agreement to allow the Neighbor use of a portion of the Licensed Area subject to and in strict compliance with the terms set forth herein.

Now, therefore, for good and valuable consideration in and referred to in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

### AGREEMENT

1. The Recitals set forth above are affirmed as accurate and incorporated herein as if fully set forth.

2. The District hereby grants to the Neighbor, its employees and invitees the right to use a portion of the Licensed Area, subject to the terms hereof, for the purpose of utilizing, operating, and maintaining existing docks and mooring recreational boats, all as shown on the sketch map attached as Exhibit C to this Agreement, the terms of which exhibit are incorporated herein as if

fully set forth and for no other use or purposes. All costs and fees associated with the Neighbor's use, operation, or maintenance of the area as described herein shall be at the sole cost and expense of the Neighbor. The portion of the Licensed Area available for the use of the Neighbor as described herein is restricted to and designated as the green area shown on Exhibit C (the "Sublicensed Area") and consists of an eight foot (8') wide area extending into the Kalamazoo River.

3. Neither the Neighbor nor any party claiming through the Neighbor may install, construct, or otherwise place or permit within the Sublicensed Area any additional docks, structures or similar items, other than as expressly shown on Exhibit C, without the prior written consent and approval of the District, which approval may be granted or denied in the District's discretion.

4. The Neighbor's right to the use of the Sublicensed Area is contingent on the Neighbor's compliance at all times with the following:

A. The mooring of up to two boats subject to the prior approval of the District as to the type and size of boats.

B. There shall be no round ("donut" style), Duffy electric or pontoon boats or jet skis stored, moored, or deployed in the Sublicensed Area. The Sublicensed Area may only be used to store, moor, or deploy up to two classic, runabout style boats and subject to Section 4.A., above

C. The dock area within the Sublicensed Area may be used as a rental boat departure and return point subject to the terms hereof. Boat departures and returns within the Sublicensed Area must not interfere with District operations and are strictly prohibited at any time that the District's adjacent rescue boats (one or both) are emitting warning signals (i.e., visible lights or audible sirens or horns).

D. Any boats moored within the Sublicensed Area may only be moved or operated by the Neighbor's employees in an effort to ensure that only experienced operators are engaged in moving rental boats in such close proximity to the District's adjacent rescue boats.

5. The Neighbor, on behalf of itself, its successors, assigns, employees, officers and agents, hereby fully and finally releases, waives and discharges the District and City and their employees and officers from any and all claims, actions of any nature, other demands, whether in contract or tort, in law or in equity, that are now recognized by law or that may be created or recognized in the future, and for all other losses, injuries, damages, expenses, or remedies of any kind or nature, including, without limitation, all actual damages (past, present, future, economic, consequential, noneconomic, known, and unknown), exemplary damages, attorney fees, or penalties of any kind, arising out of or relating to: (i) the District's granting permission to the Neighbor to utilize, operate, and maintain the docks and mooring recreational boats within the Sublicensed Area, (ii) operations or activities occurring within the Licensed Area, or (iii) operations or activities of the Neighbor, its employees, contractors, agents, or invitees within the

Sublicensed Area; provided, however, that this release and waiver shall not apply to damages or claims resulting solely from the gross negligence or willful misconduct of the District or its employees or officers. Nothing herein shall be construed to prevent the District or City from relying on the defense of governmental immunity as applicable under Michigan law.

6. Neighbor shall indemnify and hold harmless the District and City as well as their officials, employees, and agents from and against any and all liabilities, damages, lawsuits, proceedings, injuries, causes of action, claims, judgments, demands, monetary loss of any kind, costs, expenses, and attorney fees related to, arising out of, or pertaining to the operations or actions of the Neighbor, its employees, contractors, agents or invitees within the Sublicensed Area or Licensed Area except where caused by the gross negligence or willful misconduct of the District or City, as applicable. Without limiting the foregoing, the Neighbor shall be responsible and liable for any damage of any kind or nature to the District's property resulting from the operations or actions of the Neighbor, its employees, contractors, agents or invitees within the Sublicensed Area or Licensed Area.

7. During the term of this Agreement the Neighbor shall obtain and maintain a general liability insurance policy in amounts of not less than \$1,000,000.00 for each person and \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 for any property damage occurrence arising out of its use of the Sublicensed Area. The District and City shall be added to those policies as named additional insureds and the Neighbor shall file a certificate of insurance or other written proof of such insurance coverage (acceptable to the District) with the District prior to its use of this Sublicensed Area under. Such insurance shall not be cancelled, revoked, or modified during the term of this Agreement without providing the District 30 days' prior written notice.

8. Concurrent with its execution of this Agreement the Neighbor shall reimburse the District \$1,000.00 for its legal fees in preparing and reviewing this Agreement. The Neighbor shall remain liable to pay any applicable governmental permits or other fees or charges required by law for the utilization of the Sublicensed Area.

9. This Agreement may be terminated immediately in the event of a breach of any material term by the Neighbor or at the sole discretion of the District for any reason upon thirty (30) days' written notice.

10. The parties acknowledge and agree that neither the District nor its officers or employees warrant or represent in any manner the condition of the Sublicensed Area and Neighbor expressly agrees that its use of the same is accepted "as is." Without limiting the foregoing, the Neighbor releases and waives any cause of action seeking consequential or similar damages arising from its use of the Sublicensed Area or any termination of this Agreement. The Neighbor proceeds with full knowledge that in undertaking to utilize, operate and maintain the docks and moor boats within the Sublicensed Area it does so solely at its own risk, and that the District

makes no representations or warranties of any kind or nature as to the appropriateness of the Sublicensed Area for the Neighbor's intended purposes.

11. The parties further acknowledge and agree that with regard to the Sublicensed Area the District will not be liable to maintain, repair, or replace any private property installed or located within such area by Neighbor, its employees, contractors, agents or invitees and that Neighbor shall be and remain liable for the same.

12. This Agreement may only be amended or modified in writing signed by designated representatives of the parties hereto.

Saugatuck Township Fire District

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Retro Boat Rentals

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**

**License Agreement is attached**

## **2019 STREET END/STRUCTURE-DOCKAGE LICENSE**

THIS LICENSE AGREEMENT ("License") is made on this 28<sup>th</sup> day of January, 2019, by and between the CITY OF SAUGATUCK, a municipal corporation, located in Allegan County, Michigan (the "City") SAUGATUCK TOWNSHIP FIRE DISTRICT, with its principal offices located at 3342 Blue Star Highway, Saugatuck, Michigan, 49453 ("Licensee").

IN CONSIDERATION of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Description of the Licensed Premises: The City grants a license to Licensee as to the following described land ("Premises"):

### **The South ½ portion of Lucy Street**

The Premises include the water frontage and fifteen (15) feet landward of the shoreline or bulkhead line, as well as the bottomlands attributable to the Premises.

2. Purpose of License: Licensee may use the Premises and waters of the Kalamazoo River abutting the Premises for the purpose of boat docking, but for no other purpose (or purposes) unless specifically approved beforehand in writing by the City Council of the City. Licensee may utilize such specific boat slip(s)/mooring(s) as are agreed to by the City.
3. Term: The term of this License shall be for one (1) year and shall commence on January 1, 2019 and shall terminate on December 31, 2019. This License can be canceled pursuant to Sections 14 and/or 15 of this Lease.
4. License Charge: In consideration for this License, the Licensee shall pay to the City the sum of \$1.00 for the one-year term, payable in full to the City in advance. Holdover charges shall be \$\_\_\_\_ per month (due on the first day of each month).

5. Control of Structures: The Licensee may, at the end of the term of this License, remove any of the following structures and equipment belonging to Licensee presently located on the Premises, or which may be constructed during the term of this License and located on the Premises, or in or over the waters of the Kalamazoo River which abut the Premises: docks, power pedestals, finger piers, dock boxes, and lighting fixtures. Licensee shall leave any areas from which any such item has been removed in a good and reasonable condition. In the event the Licensee elects not to remove the aforesaid structures or equipment as permitted in the preceding sentence, then ownership of the same shall be with the City, which may dispose of such structures or equipment as it, in its sole discretion, deems fit. Licensee shall not remove the aforesaid structures or equipment during the term of this License.
6. New Construction, Alterations or Major Repair: Licensee may not undertake any new construction, alterations, or major repair work (i.e. over \$2,500) of any kind or description on or to the Premises (or any structures thereon), or in the waters of the Kalamazoo River abutting the Premises, without the prior written permission of the City. Licensee further agrees that it will, prior to commencement of any construction, alteration, or repair, obtain any necessary permits required under the City Waterfront Construction Ordinance, Zoning Ordinance, or other applicable ordinance, as well as any required Michigan Department of Environmental Quality or Army Corps of Engineer permits or approvals. If any construction, alterations or major repair work that will be done by Licensee shall in any way impact or affect any City property or any seawall, retaining wall, boardwalk or similar structure or item, the Licensee shall not commence any such construction, alteration or major repair unless and until the Licensee consults with the City and the parties negotiate about whether the City will contribute any monies for any



alteration or modification of or to any such City property, seawall, retention wall, boardwalk or similar item or structure.

7. Liability Insurance: Licensee will obtain and maintain public liability insurance with limits of not less than \$ 1,000,000.00 for each person and \$ 1,000,000.00 for each occurrence of bodily injury and \$ 1,000,000.00 for each property damage occurrence arising out of the use of the Premises. The City of Saugatuck shall be added to that policy of insurance as a named insured, and Licensee shall file a certificate of insurance, or other written proof of such insurance coverage (acceptable to the City) with the City Clerk not later than the first day of each new year during the term of this License, and also on the date of the signing of the License at its inception. Such insurance shall not be canceled or cancelable during the term of this License (or beyond the term of the License or after the termination of this License so long as any dock or boat, structure, or item belonging to Licensee is present on or at the Premises).
8. Indemnification and Hold Harmless Provision: Licensee shall indemnify, reimburse, and hold harmless the City (as well as any official, employee, officer, agent, or contractor of the City) for, from, and against any and all liabilities, damages, causes of action, attorney fees, and costs for injuries, death, or damages to any person or destruction of or damage to any property arising out of or related to Licensee's (including for purposes of this Section 8, Licensee's contractors, subcontractors, guests, invitees, tenants, assignees or sublicensees) use or presence on or at the Premises, or structures of or at the Premises, including any use of a boat/ watercraft or of the water abutting the Premises. The provisions of this Section 8 shall survive any termination of this License.
9. City Inspections: The City may, but is not obligated to, inspect any boardwalk, dock, or other structure or item located on or at the Premises at the commencement of the License

(or at any time); and if any such item is not in a safe condition, in the City's sole discretion, the City shall notify the Licensee, and Licensee shall immediately repair the structure(s) or item(s) and put the structure(s) or item(s) in a safe and satisfactory condition as determined by the City in its sole discretion. Failure of Licensee to repair the dock(s), items(s) or other structure(s), and to put the same in a safe condition within fifteen (15) days from the date of notice of its unsafe condition, shall be cause for the City to terminate this License, and to re-enter into possession of the Premises. Failure to repair the structure(s) or items(s) shall also constitute a material breach of this License. Nothing in this Section 9 shall be construed as creating a duty or obligation, of any kind, on, by, or for the City.

10. Maintenance: Licensee shall, at all times, keep the Premises free of debris and in a neat, safe, reasonable and orderly condition, and keep all structures and items located thereon in good and safe maintenance and repair. Licensee agrees not to move, alter or remove any deck, item or structure(s) now existing or hereafter built on or at the Premises without the prior written consent of the City.
11. No Assignment Without Prior City Approval: Licensee shall not assign or sublicense any portion of the Premises or this License to any other person or party for any purpose without the prior written consent of the City, which approval shall not be unreasonably withheld. Any attempt to so assign or sublicense the Premises to anyone other than Licensee shall automatically render this License null and void unless expressly approved by the City as provided for herein. This Section 11 shall not, however, prevent the renting out of a particular boat slip or dock space.
12. Fire Department and Emergency Use: Licensee understands and agrees that a public fire department, police department, or emergency responders may, in the event of an

emergency, use the Premises access to the water or to temporarily place trucks or suction equipment in order to pump water from the Kalamazoo River for firefighting, emergency or rescue purposes. Further, the City may permanently install suction stand pipes to facilitate access to water in the event of an emergency. Licensee will cooperate fully and promptly with any fire department, police agency, or emergency responders if and when an emergency arises requiring their use of the Premises.

13. Passage of the Public: Licensee may not interfere with the orderly passage of members of the public, along with their personal effects, on any boardwalk which parallels the water, in passage over the Premises to the Kalamazoo River or Kalamazoo Lake or in passage from or to the Premises from adjacent parcels of land; provided, however, that to the extent permitted by law, Licensee's docking privileges contained herein shall be exclusive for the benefit of Licensee during the term of this License.
14. Default: Each of the covenants and requirements of this License are deemed to be material to the satisfactory performance of this License, and a breach or failure of Licensee to perform in accordance with any of the covenants or requirements of this License shall give the City the right to declare a forfeiture of this License, to terminate this License, and to retake possession of the Premises. In case of Licensee's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default to Licensee, or the failure to perform any of the covenants and requirements contained herein, and Licensee shall then have 14 business days from the date the notice is received via certified US Mail, or personally served, to cure the default or comply with any of the covenants not being complied with. If Licensee fails to do so, the City shall have the right to re-enter and retake possession of the Premises and this License shall there upon be immediately terminated. Notice provided for in this section

shall be sufficient if mailed by certified US mail to Licensee's address as stated above, or notice is personally served upon Licensee or any of its officers.

15. Termination by the City. The City shall have the right to terminate this License at any time upon thirty (30) days' prior written notice to Licensee if Licensee (or any authorized sublicensee) substantially or materially breaches this License or Licensee endangers the public health or safety with regard to the Premises.
16. Removal of any Boat or Personalty of Licensee. If this License is terminated for any reason (including pursuant to Sections 14 or 15), Licensee must remove any boat, personalty, or other item owned by Licensee (except for structures as provided in Section 5 hereof) from the Premises within ten (10) days. If that does not occur, the City may remove any such item and bill the costs for removal back to Licensee who will pay and reimburse the City for such amount within ten (10) days.
17. Licensee Takes the Premises "As-Is." The parties agree to and acknowledge all of the following:
  - (a) Licensee takes the Premises "as-is" and in its current condition. The City makes no representations, warranties, or promises regarding the Premises or the ability of Licensee to use the Premises.
  - (b) It is up to Licensee to determine where the underwater/riparian boundary lines are and to ensure that no boat mooring space, boat, or other item is moored, kept, or installed beyond the bottomlands attributable to the Premises or over or onto the bottomlands of another private property owner.
  - (c) The City makes no representations, promises, or warranties regarding whether or not permanent or overnight dock mooring, anchoring, or boat slips are allowed on

or at the Premises involved pursuant to the common law, Michigan property rights, or otherwise.

18. No Claims or Causes of Action Regarding Adverse Possession, Prescriptive Easement, or Similar Theories.

(a) Licensee acknowledges and agrees that any prior use by Licensee (or Licensee's predecessors) of the Premises was done or occurred with permission, and that any future use of the Premises by Licensee will also be deemed permissive. Licensee agrees not to claim any right or assert any cause of action regarding adverse possession, prescriptive easement, acquiescence, or similar legal theory against the City or with regard to the Premises.

(b) Licensee agrees that the use of any property adjoining the Premises (whether involving dry land or bottomlands of the Kalamazoo River), whether intentional or inadvertent, by Licensee or by Licensee's predecessor or predecessors was done with permission, and Licensee has not claimed (and will not claim hereafter) any adverse possession, prescriptive easement, acquiescence, or other similar right or cause of action (whether on dry land or the bottomlands of the Kalamazoo River) as to any adjoining property regarding the Premises.

19. The Adjoining Boardwalk(s) Shall Remain Open During this License. Any boardwalk, sidewalk, or similar walkway along the waterfront which is located outdoors and on property owned, leased, or controlled by the Licensee near or adjacent to the Premises shall remain open for pedestrians who are members of the general public to walk on while this License is in effect.

20. Property Taxes. Property taxes, if any, which pertain to any of the docks (or related dock items) covered by this License (including \_\_\_\_\_) shall be the sole responsibility

of the Licensee, without any reimbursement or offset by or from the City. Any payment due hereunder may be paid by a City-approved sublicensee of the Licensee.

21. Amendments: This License contains all of the agreements and understandings of the parties hereto, and shall not be amended or changed in any way, unless any such amendment is done in writing and is signed by the both Licensee and the appropriate City officials on authority of the City Council of Saugatuck.
22. Prior License: Effective January 1, 2019, any and all prior licenses, leases, or other arrangements between the parties hereto covering the Premises are hereby canceled and are for all purposes null and void, and of no further force or effect, except for matters specified in this document as continuing.
23. Representations of Authority: Licensee represents that it has full authority to enter into this License.
24. Compliance with All Laws: Licensee agrees that Licensee (as well as Licensee's family, contractors, subcontractors, employees and invitees) shall comply with any and all applicable ordinances, codes, laws, and regulations regarding the Premises and any use thereof. Licensee shall not create or permit any nuisance to occur on the Premises.
25. Controlling Law: The laws of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement.
26. Duplicate: This document may be executed in duplicate but constitutes only one contract or agreement.

CITY OF SAUGATUCK, City

Dated: 5/17/19, 2019

By

Ken Trester  
Ken Trester, Mayor

Dated: 5.17, 2019

And by

Melissa Nagel  
Melissa Nagel, Clerk

[LICENSEE], Licensee

Dated: JANUARY 31, 2019

By

Gregory W. Jones  
FIRE CHIEF, Licensee

Dated: \_\_\_\_\_, 2019

By

\_\_\_\_\_, Licensee



**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

**CERTIFICATE OF COVERAGE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan no-fault) law enforcement and public officials liability; in the sum of \$5,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. ☐ Information only:
5. ☒ The entity named below is included in the scope of protection as respects claims arising from a COVERED CONTRACT as defined in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.  
**Per the 2019 Fire Authority Dockage License between the City of Saugatuck and the Saugatuck Township Fire District for the S. 1/2 portion of Lucy Street.**
6. ☐ Other (as described here):

This certificate is issued in accordance with and is subject to all provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations and administrative procedures. Should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority will endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice will impose no obligation or liability of any kind upon the Authority, or its representatives.

**Certificate Holder:**

City of Saugatuck  
102 Butler Street  
PO BOX 86  
Saugatuck, MI 49453

**Member:**

Saugatuck Township Fire District  
3342 Blue Star Highway  
Saugatuck, MI 49453

**Certificate Expiration Date:** 07/01/2019

**Member Number:** # M0000843

**Effective Date of Membership:** 07/01/2000

**Date Issued:** 01/29/2019

**Distribution:**

MMRMA Underwriting

  
\_\_\_\_\_  
**Authorized Representative**



**Exhibit B**

**A copy of the consent is attached**



June 10, 2019

Chief Greg Janik  
Saugatuck Township Fire District  
3342 Blue Star Hwy  
Saugatuck, MI 49453

**RE: South ½ Portion of Lucy Street Structure Dockage License Consent**

Dear Chief Janik:

Per Section 11 of the 2019 Street End/Structure-Dockage License Agreement (copy attached; the "License"), the Saugatuck City Council grants permission for the Saugatuck Township Fire District (Fire District") to assign or sublicense, subject to conditions the Fire District deems appropriate, any portion of the South ½ portion of Lucy Street to Messrs. Tom Harrington and/or John Sharar, doing business as Retro Boat Rentals, for the specific purpose of operations related to Retro Boat Rentals.

Except as expressly set forth in this written consent, all terms and conditions of the License shall remain in effect. Any sublicensing or assignment by the Fire District as permitted herein shall act as acceptance of the terms of this written consent.

This letter of consent is only for the term of the existing License and expires on December 31, 2019.

Sincerely,

CITY OF SAUGATUCK

Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Ken Trester, Mayor

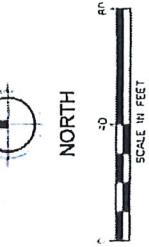
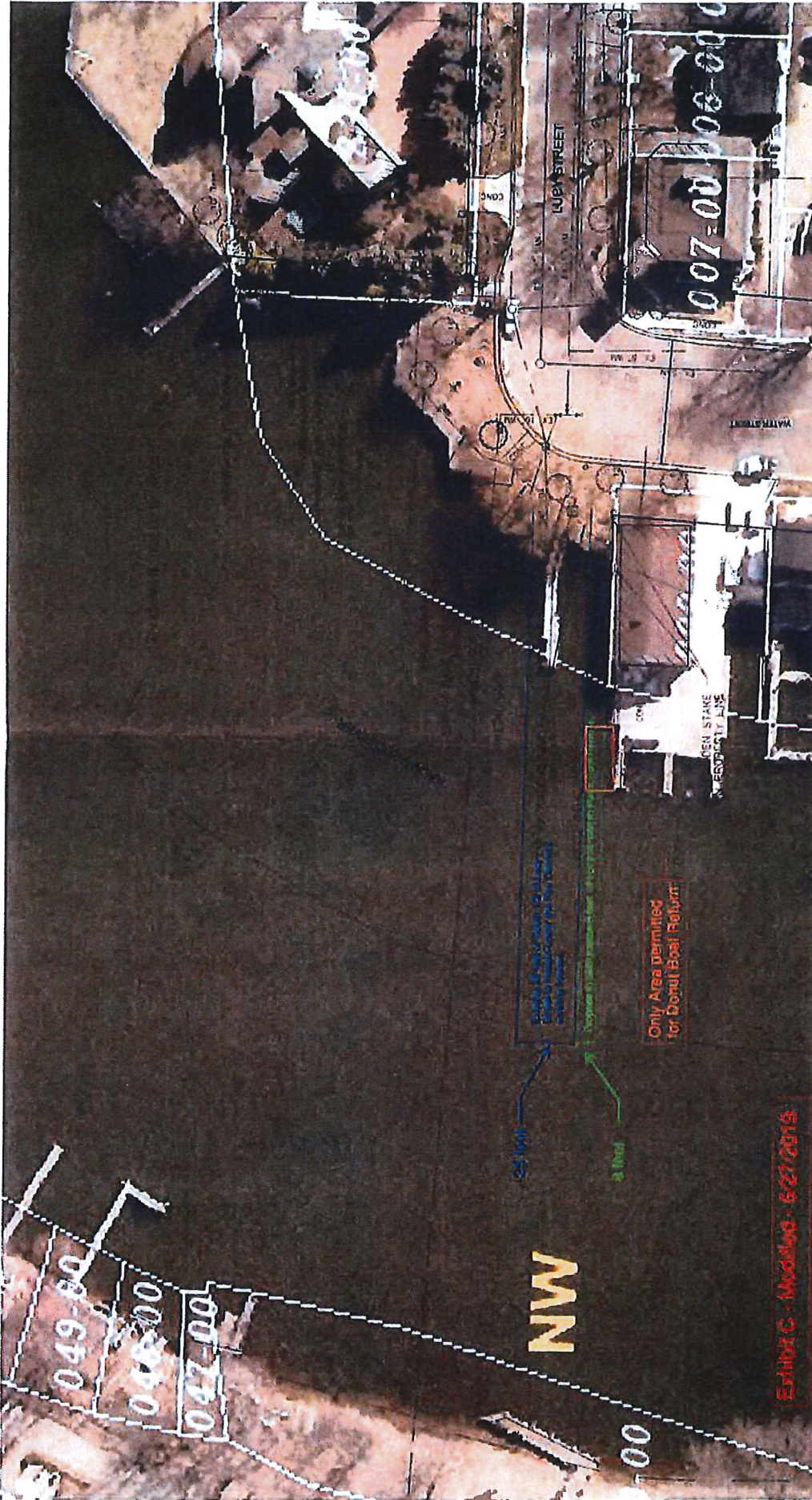
Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Monica Nagel, City Clerk

**Exhibit C**

**Sketch Map is attached**

SKETCH OF SURVEY



FAY PROJECT NO. 3167

**WATER & LUCY ST WATERFRONT**  
SECTION 9, T3N, R13W  
ALLEGAN CO, MICHIGAN

**CITY OF SAUGATUCK**  
PARCEL NO. PARCEL ADDRESS

- LEGEND**
- FOUND IRON STAKE
  - SET IRON STAKE

4738 Campus Drive  
Kalamazoo, MI 49008  
P: 269.382.0011  
F: 269.382.6972

**FLEIS&VANDENBRINK**  
DESIGN. BUILD. OPERATE

Exhibit C - Modified - 5/27/2019