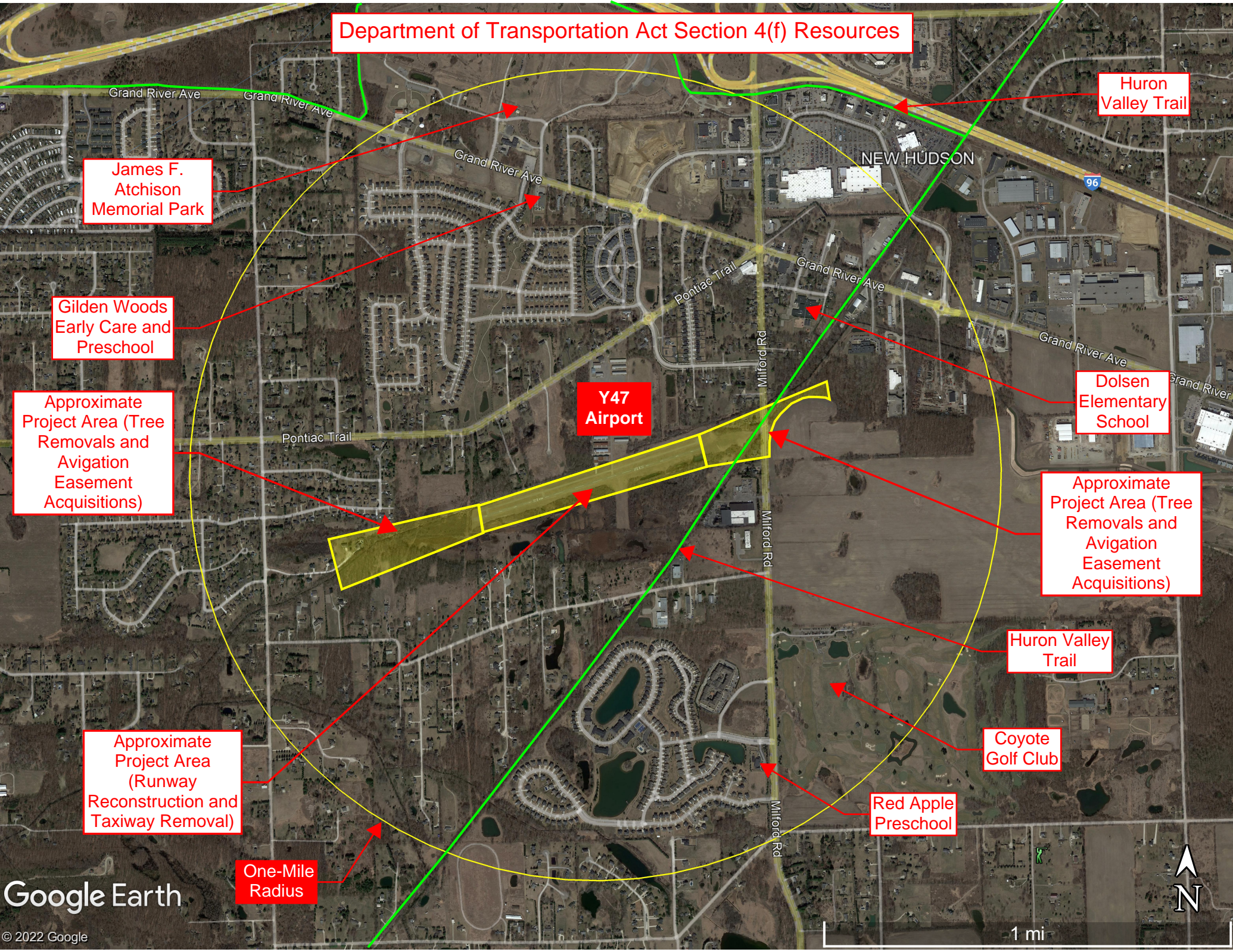

Appendix F – Section 4(f) Resources

Department of Transportation Act Section 4(f) Resources



Huron Valley Trail

James F. Atchison Memorial Park

Gilden Woods Early Care and Preschool

Approximate Project Area (Tree Removals and Aviation Easement Acquisitions)

Y47 Airport

Dolsen Elementary School

Approximate Project Area (Tree Removals and Aviation Easement Acquisitions)

Huron Valley Trail

Coyote Golf Club

Red Apple Preschool

Approximate Project Area (Runway Reconstruction and Taxiway Removal)

One-Mile Radius

Google Earth

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1 mi

MEMORANDUM OF AGREEMENT

Between
Oakland County Aviation Division (Oakland County)
and
The Michigan Department of Natural Resources

Regarding
The Oakland/Southwest County Airport Improvement Project
Oakland County, Michigan

WHEREAS, The Huron Valley Trail (HVT) is located just east of the Oakland/Southwest County Airport (O/SWA) property. The trail runs northeast/southwest approximately 630 feet through the runway 8/26 Runway Protection Zone (RPZ). The O/SWA Improvement Project (Project) would require an aviation easement over the trail and would require the removal of trees within the trail right-of-way. Oakland County has determined that the Project would impact the Huron Valley Trail, which meets the criteria of a publicly-owned park land or a recreation area in accordance with 49 USC Section 303(c), Section 4(f); and

WHEREAS, The Michigan Department of Natural Resources (MDNR) and the Western Oakland County Trailway Management Council ('Council') participated in the consultation and have been invited to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the Michigan Department of Transportation – Office of Aeronautics (AERO) AERO has participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA).

NOW, THEREFORE, Oakland County and the MDNR agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the Project's effect on the publicly-owned recreation facility.

STIPULATIONS

The parties agree to the following stipulations.

- I. **AVIATION EASEMENT:** As part of the Project, Oakland County will complete the MDNR Easement Application for Utility or Public Road Form. This form will provide a legal description of the proposed easement and an engineered drawing depicting the easement. Upon review and approval of the application, the MDNR shall dedicate the easement as set forth in the form.
- II. **MITIGATION.** In order to mitigate the impact to the trail and minimize the effects of the tree removal, as part of the project, Oakland County agrees to replace all live trees removed at a ratio of 1:1. The replacement trees shall be planted within the trail right-of-way but outside of the aviation easement. The Council shall specify tree species and planting locations. Oakland County will ensure that the trail remains open during construction activities. Additionally, the County's Contractor will secure a bond prior to construction activities to address any unforeseen damage that may occur to the trail during construction.

- III. PRECAUTIONS:** Oakland County's Contractor shall provide, erect and maintain all barricades, lights, warning signs and other precautionary measures as necessary to properly safeguard the public while the work is in progress. The railway shall at no time be closed to traffic without the prior written consent of the Council.
- IV. PROTECTION:** Oakland County's Contractor shall protect property under the jurisdiction of the Council. In the event of property damage by Oakland County's Contractor, Oakland County's Contractor shall repair or replace the property, or the property of others, in a manner acceptable to the Council.
- V. PAVEMENT:** No pavement shall intentionally be disturbed without written permission from the Council; and upon completion of the work, such disturbed pavement shall be replaced in such a manner as shall be acceptable to the Council's engineer.
- VI. OTHER AGENCIES HAVING JURISDICTION:** This Permit covers only that portion of the property herein described for which the Council exercises jurisdiction and does not release the Grantee from the responsibility of obtaining necessary permission from any other agency having jurisdiction.
- VII. RESPONSIBILITY OF OAKLAND COUNTY:** It shall be the responsibility of Oakland County to maintain the railway in accordance with the requirements of the Council.
- VIII. VIOLATION:** The violation of any one of the conditions of this Agreement shall constitute a forfeiture of all rights hereunder at the election of the Council.
- IX. LIABILITY:** The duties, responsibilities and liabilities hereunder shall be borne by Oakland County and its Contractor.
- X. EXPENSE:** The entire expense of the work outlined in this Agreement shall be borne by Oakland County, as part of the project, and no part of such expense shall be borne by the Council.
- XI. IN LIEU OF INDEMNIFICATION:** Each party to this Agreement shall remain responsible for any claim arising out of that party's performance of this Agreement as provided by this Agreement or law. This Agreement is not intended to increase or decrease either party's liability for, or immunity from, tort claims. This Agreement is not intended to nor shall it be interpreted as giving either party hereto a right of indemnification, either by contract or at law, for claims arising out of the performance of this Agreement.
- XII. ACCESS FOR CONTROL OF VEGETATION:** The rights hereby granted include the right of access to and from the railway right-of-way and the right to trim, cut down or otherwise control brush and trees within or on property adjoining the railway right-of-way which, in the opinion of Oakland County, interferes with the operation of the Oakland/Southwest Airport. It is expressly understood and agreed that Oakland County shall, at no time, trim or cut down any trees unless the Oakland County's opinion, it is absolutely necessary to do so. Oakland County shall restore premises to original condition or as near as possible, in the event of damage caused by its employees, contractors, vehicles and equipment entering railway right-of-way for the purposes set forth herein. No buildings or structures shall be placed within permit area herein granted without consent of Oakland County. This grant is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IX. AMENDMENT: The MDNR or Oakland County may propose to the other parties that this MOA be amended, whereupon the parties will consult to consider such an amendment in writing.

IV. TERMINATION: If Oakland County determines that it cannot implement the terms of this MOA, or if the MDNR determines that the MOA is not being properly implemented, Oakland County or the MDNR may propose to the other parties to this MOA that it be terminated.


The party proposing to terminate this MOA shall so notify the other parties to this MOA, explaining the reasons for termination and affording them at least sixty (60) days to consult and seek alternatives to termination. The parties shall then consult.

Should such consultation fail, Oakland County or the MDNR may terminate this MOA by so notifying all parties.

OAKLAND COUNTY AVIATION DIVISION


By:  Date: 9-3-15
Karl Randall, Manager of Aviation

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

By:  Date: 9/1/15
Ron Olson, Chief, Parks & Recreation Division

Concur:

MICHIGAN DEPARTMENT OF TRANSPORTATION – OFFICE OF AERONAUTICS

By:  Date: 9/1/15
Mike Trout, Director, Office of Aeronautics

Concur:

WESTERN OAKLAND COUNTY TRAILWAY MANAGEMENT COUNCIL

By:  Date: 9/13/15
Patricia Carcone, Chairwoman