



Michigan Department of Natural Resources

## Non-Event Permit for Use of Department Managed Land

*This information is required under authority of Part 5 of Act 451 of 1994, as amended,  
MCL 324.501- 511 and the Rules for the Regulation of State Lands, R299.921 – R299.932.*

### DNR Use Only

Management Unit

Various

Permit Number

001-2024-008

### PERMIT INFORMATION

Location or Site Name Various Approved Areas on FRD Managed Lands. See Exhibit C Permit Maps for Additional Detail	Date Permit Begins 4/24/24	Date Permit Expires 10/31/2024
Permittee Name LTC Quin Rogers, Camp Grayling, Michigan Army National Guard	Telephone (with area code)	
Permittee Mailing Address Building 4 Howe Rd Camp Grayling, MI 49739	Permittee E-mail Address Quin.m.rogers.mil@army.mil	
Department Representative Name Cody Stevens	Telephone Number (with area code)	
Department Mailing Address 1732 M32 Gaylord MI 49735	Department Representative E-mail Address <a href="mailto:stevensc@michigan.gov">stevensc@michigan.gov</a>	
County(s) and Location of Use: (e.g., T/R/S/QQ, Lat/Long, Well site name, Waterbody, etc.) Various parcels in Otsego, Kalkaska, Crawford, Oscoda, Missaukee and Roscommon Counties.		
In accordance with the following conditions and attachments, the following activities are authorized:  Use of state land noted on Exhibit C maps for area reconnaissance of spectrum analysis (passive electronic equipment). Use will consist of permittee traveling to and from sites via foot and motorized vehicles. The below permit conditions further articulate the constraints on this activity.		
Level of Use Score 16	Application and Review Fee \$150	Monitoring Fee \$ 50
Recreation Passport Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Timber Consideration Fee \$ 0	Insurance Aggregate Amount \$ NA
Performance Bond Type <input checked="" type="checkbox"/> NA <input type="checkbox"/> Surety <input type="checkbox"/> Cash	Bond Amount \$	Use Fee \$ 0
		Total Fee and Receipt Number \$ 200
		Bond Number/Receipt

## GENERAL CONDITIONS & REQUIREMENTS

### AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

1. Permit shall be available for inspection when Permittee is operating on Department managed land.
2. Permission for use shall expire on the date indicated, unless sooner terminated. The Department reserves the right to terminate this permit for any reason. The department will work with permittee to refunded fees when deemed appropriate.
3. Payment in the amount specified shall be made prior to use of land, or in installments as indicated.
4. Permittee shall maintain the area under Permit in a clean and orderly condition.
5. Permit renewals shall be made to the Department sixty (60) days prior to the expiration of the Permit. These requests will only be considered with all terms and conditions of the Permit have been complied with and no significant modifications are necessary.
6. The rights accruing under this Permit shall not be assigned or transferred without the written permission of the Department Representative.
7. Permittee shall not commit, cause, or allow to be committed, any waste of, or injury to, said premises or any part thereof, nor use the same except for the purpose indicated.
8. Temporary improvements may only be made if further authorized under the conditions of this Permit, or by separate written permission of the Department Representative.
9. Improvements made by the Permittee on said premises shall be removed either within 30 days after cancellation or expiration of this Permit, whichever date is first to occur. Failure to remove improvements may result in fines, penalties and/or collection action.
10. The Department reserves the right to:
  - a. dispose of any portion of the premises herein described during the term of this Permit. If possible, proper notice of sale or disposition will be given Permittee. However, failure to notify Permittee will not affect this right.
  - b. lease said premises for exploration and production of any or all minerals, including coal, gas, oil, sand, gravel, etc.
  - c. grant rights-of-way and easements of any kind and nature over and across said premises, and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
  - d. modify or rescind the permit for the purpose of the protection of plants or animals listed as endangered threatened, special concern or is a candidate for listing under state or federal law. The Permittee has the duty to report a suspected discovery of protected species to the Primary Reviewer. Permitted activities in the area may be suspended pending further investigation of the site.
11. Utility costs including water, electricity, gas, etc., may be charged to the Permittee prior to the event if able to be estimated or after the event once determined from the review of the utility bills.
12. Permittee agrees to comply with all requirements herein, and, if for any reason Permittee violates or neglects to fulfill such requirements, this permission for use shall terminate and Permittee shall forfeit all rights and payments made hereunder. Should Permittee remain in possession of said premises after cancellation or expiration of this Permit, said Permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.
13. Permittee shall comply with all applicable (including but not limited to all environmental) laws, regulations and codes and will obtain any necessary Permits in connection with its use of the Premises.
14. Prior to soil disturbance regardless of size or depth, pursuant to Michigan's statute, Act 174 of Public Act 2013: the MISS DIG System must be contacted at 800-482-7171, 811, or online at [elocate.missdig.org](http://elocate.missdig.org) at least 72 hours, but not more than 14 calendar days in advance of construction. Applicable activities include but are not limited to tent placement, signage placement, tree planting, seismic surveys, etc.
15. Permittee shall reimburse the Department for any repairs to the Premises resulting from damage.
16. The Department shall have the right at all reasonable times during the term of this Permit to enter the premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by the Department for the preservation of the Premises.
17. Permittee shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA as amended, CML 37. 2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended MCL 37.1101; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Permit, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Permit.
18. Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980, PA 278, as amended, MCL 423.321 et seq., MSA 17.458 (21) et seq.
19. There shall not be any disturbance to survey corners and associated witness trees.
20. **INSURANCE:** Permittee shall provide a certificate of insurance as proof of liability coverage protecting from claims that arise out of, are alleged to arise out of, or otherwise result from Permittee's land use. Permittee's insurance policy must provide coverage for not less than the term of Permittee's land use and include as an additional insured: **"The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents."** Permittee must notify the Department within five (5) business days if required coverage is cancelled or not renewed.
21. **LIABILITY:** Permittee hereby releases, waives, discharges and covenants not to sue the **State of Michigan, its departments,**

- boards, agencies, commissions, officers, employees and agents**, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands therefore thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Permit.
22. **INDEMNIFICATION:** Permittee hereby covenants and agrees to indemnify and save harmless, the **State of Michigan, its departments, boards, agencies, commissions, officers, employees and agents**, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Permit; (2) the activities authorized by this Permit; and (3) the use or occupancy of the premises which are the subject of this Permit by the Permittee, its employees, contractors, or its authorized representatives.
23. **PERFORMANCE BOND:** A cash or surety bond shall be provided by Applicant, if determined necessary by the Department, as a guarantee of faithful performance of the conditions of the Permit, prior to issuance of the Permit. As soon as security for the performance of the terms and conditions of the Permit or the settlement of claims incident thereto is no longer necessary, deposits in lieu of surety or cash bond will be returned to the Applicant/Permittee.
24. **CAMPING OUTSIDE A DESIGNATED CAMPGROUND:** If camping involves five or more sites (thirty-two or more individuals or five or more recreational units), a Temporary Campground Permit must be obtained from the local county health department. Copies of the Permit must be provided to the Department before use.
25. **FOREST FIRES:** Permittee shall take all reasonable precautions to prevent and suppress forest fires.
26. **CUTTING OR REMOVAL OF TREES/VEGETATION:** Cutting or removal of trees/vegetation within the Permit area shall occur only if specifically, authorized, in writing, by the Department Representative. The fee to cut or clear the authorized location shall be paid prior to cutting and clearing activities by the Permittee at the Department of Natural Resources' standard fee schedule rates.
27. **BRUSH, STUMPS, OR DEBRIS:** All brush, stumps, or debris resulting from operations under this Permit shall be disposed of as directed by the Department Representative.
28. **BRIDGES, CULVERTS, CORDUROY:** No bridges, culverts, corduroy, or other road improvements made by Permittee on said premises shall be removed unless authorized in writing by the Department Representative.
29. **DAMAGES:** The Permittee shall be held liable for any damages caused by operations under this Permit which may arise to forest growth, fences, crops, buildings, or other improvements on State-owned property. This shall be as determined by the Department Representative.
30. Permittee shall notify, in writing, to the Permitter, all incidents related to the use of this Permit that result in personal injury, death, or property damage. Incidents resulting in personal injury, death, or property damage must be reported to the appropriate Department Representative immediately by telephone or in person, followed by a written report.
31. **PENALTY NOTICE:** Non-compliance with terms of the written permission, if granted, will be basis for forfeiture of some or all the performance bond, termination of the written permission, and denial of future use applications. Permissions issued under this policy do not exempt the Applicant/User from complying with existing statutes.
32. Permittee agrees they will not utilize the DNR logo without written permission. All uses of the DNR Logo must be reviewed and approved by Marketing and Outreach Division or their delegated representative and must follow Department Logo Use Standards.

## ADDITIONAL REQUIREMENTS

### WORK TO BE DONE UNDER AUTHORITY OF THIS PERMIT IS FURTHER SUBJECT TO THE FOLLOWING INSTRUCTIONS AND SPECIFICATIONS:

- A. Permittee shall review any additional site specific or use specific requirements (i.e., Exhibits) provided by the Department and ascertain agreement by Permittee's authorized representative's signature and date on each Exhibit. This Permit shall not be effective until such agreement is made.
- B. **MOU as basis for this document:** This permit is subject to all conditions listed in the 2023 MOU between the Michigan Department of Natural Resources and the Michigan Department of Military and Veterans Affairs regarding the use of state land for training purposes. In this agreement the following activities are highlighted as prohibited:
- Live fire/kinetic activity
  - Use of AFFF or other material known to contain harmful pollutants including PFAS.
  - Activity within 3,000 feet of any inland lakes or designated trout streams listed in Fisheries Order 210.23.
  - Use of tanks.
  - Erection of fencing or permanent structures.
  - Violent, loud or disorderly conduct.
  - Activity that results in significant damage to vegetation.
  - Storage of watercraft or vehicles beyond permitted period.
  - Use of loudspeakers, PA or similar.
- C. **Use Footprint:** Activity shall be limited to approximately 8 participants and 2 vehicles for a given activity session.
- D. **Wetlands:** Permittee shall not conduct activities within 100' of wetlands.
- E. **Other Non-Trout Designated Water Bodies:** Permittee shall not conduct activities within 100'.
- F. **Oil and Gas Industry Safety:** Under Rule 1001 (R 342.1001) of the Part 615 Administrative Rules, promulgated under NREPA (Act 451 of 1994, as amended) Well sites and surface facilities are to be kept clear of flammable and combustible material stored within a radius of 75 ft.
- G. **Timber Sales:** Permittee shall not enter or otherwise interfere with active timber sales.
- H. **Motorized Vehicles:** Permittee shall operate motorized vehicles (of any kind) only if the road or trail is designated for such use. Use types are symbolized on attached exhibit C maps. Examples are (but not limited to):
- a. No UTV style vehicles on single track cycle trails.

- b. Avoid equestrian trails where no motorized use is authorized.
- c. ORV's are limited to roads open to such use.
- I. **Trail Safety:** Use due care and caution when operating in areas with trails. Trails are marked on Exhibit C maps.
- J. Interactions with equestrian user protocol: Slow down, ask to pass, and communicate with riders.
- K. Temporary trails closures shall be coordinated with facility managers to avoid disruption of other permitted activities.
- L. Trails should be left in as good or better condition.
- M. **Timing Restriction:** Avoid all lands within Otsego County between August 20th and September 30th to minimize disturbance to elk and reduce potential conflict with elk hunters during the 1st Elk Hunt Period. Expected impact outside of this period is minimal.
- N. **Duration:** Equipment shall not be left overnight.
- O. **Notification:** Permittee shall give 7 days verbal notice before each activity period to mitigate unforeseen conflicts and foster communication.
- P. **Reporting Requirements:** (When activities have occurred) permittee shall produce log of general activities every two weeks. Activity log shall include: What areas were utilized, general nature of activity, number of vehicles, number of personnel, date, duration. The department will understand no report to be that no activity has occurred since the last report.

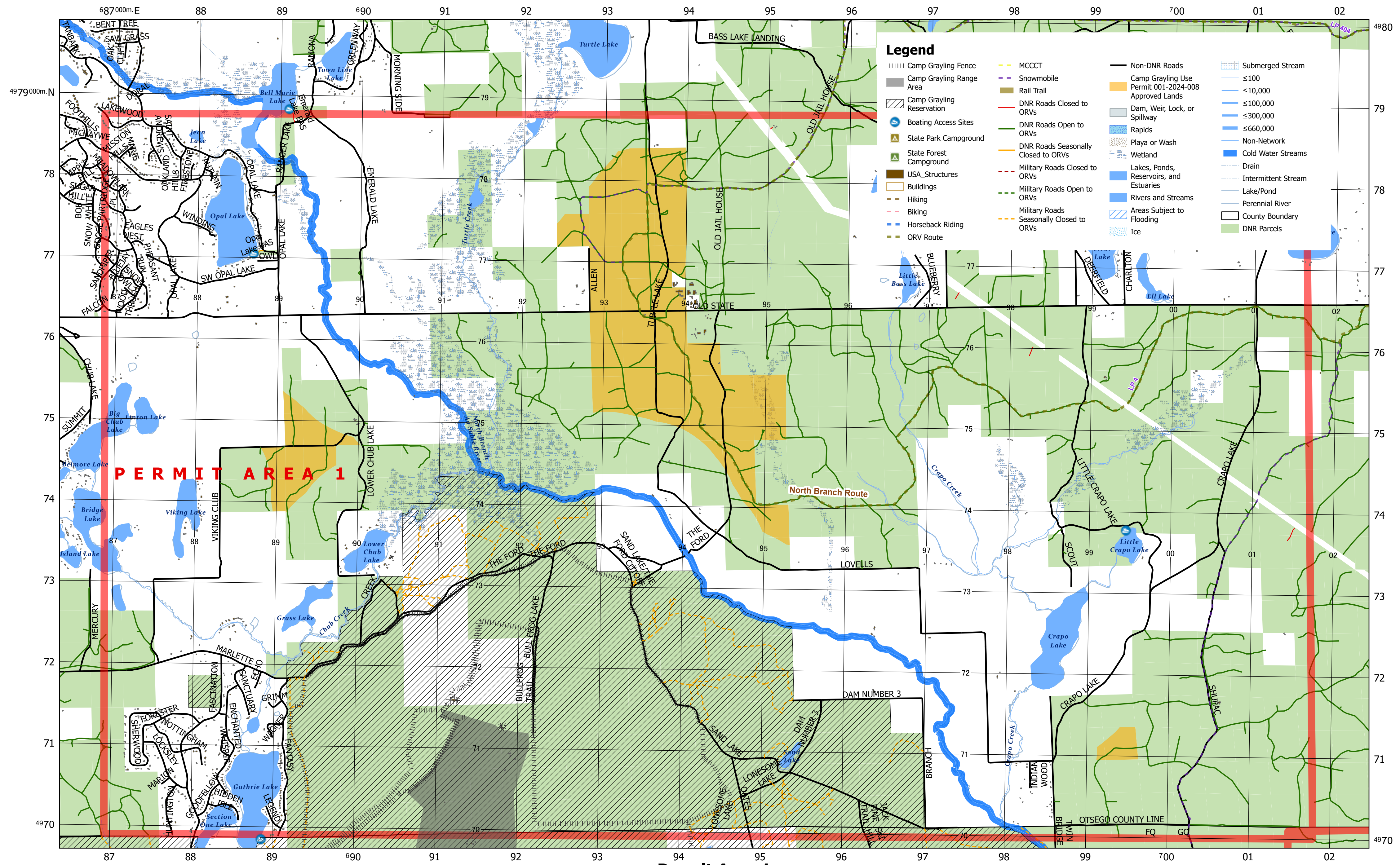
PERMITTEE CERTIFICATION		
<i>I certify that I have read and understand and agree to abide by the requirements contained in this permit. I understand that all fees for the use of land must be received by the Department prior to the approval of this permit.</i>		
Permittee/Authorized Representative (Print or Type)	Signature	Date

DEPARTMENT CERTIFICATION		
Authorized Department Representative (Print or Type)	Signature	Date
M. Scott Bowen, Director		4-22-2024

CC: Mr. Jeffery Stampfly, Chief, Forest Resources Division/Mr. Cody Stevens, Forest Resources Division Northeastern Lower Peninsula District Manager





Camp Grayling Reservation  
Camp Grayling Use Permit  
001-2024-008  
Approved Lands

**100 METER REFERENCE**

1. Read large numbers labeling the HORIZONTAL grid line left of point and estimate tenths (100 meters) from grid line to point. Example: 12.3

2. Read large numbers labeling the VERTICAL grid line below point and estimate tenths (100 meters) from grid line to point. Example: 45.9

Example: 123456

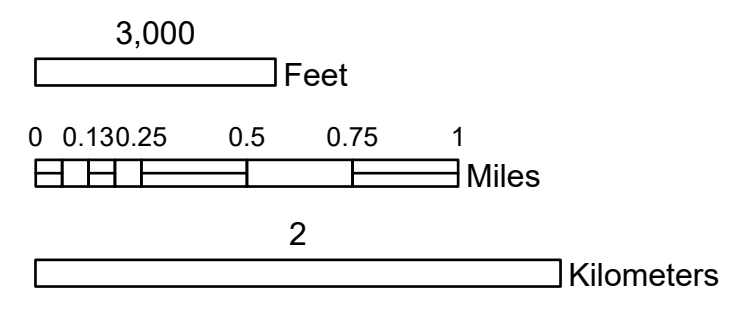
WHEN REPORTING ACROSS A 100,000 METER LINE, PREFIX THE 100,000 METER SQUARE IDENTIFICATION IN WHICH THE POINT LIES.

Example: 123456

WHEN REPORTING OUTSIDE THE GRID ZONE DESIGNATION AREA, PREFIX THE GRID ZONE DESIGNATION.

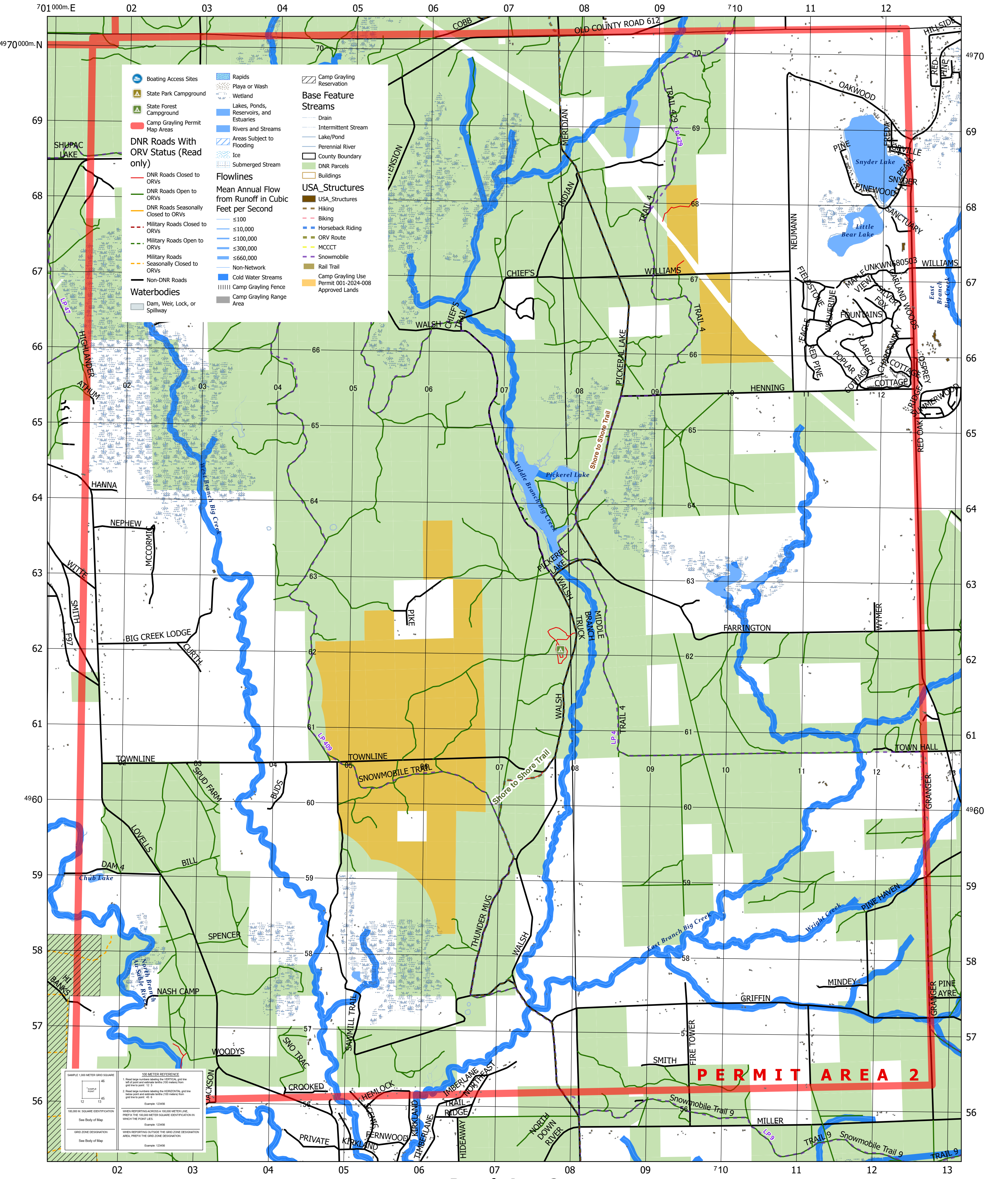
Example: 123456

# 001-2024-008 Non-Event Permit for Use of Department Managed Land Exhibit C



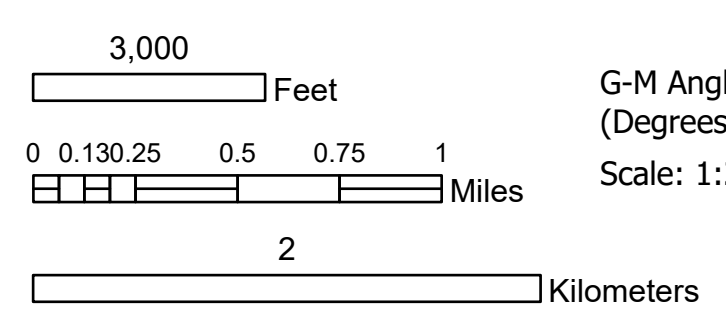
GN  
G-M Angle  
(Degrees): 7.95°W  
Scale: 1:28,800



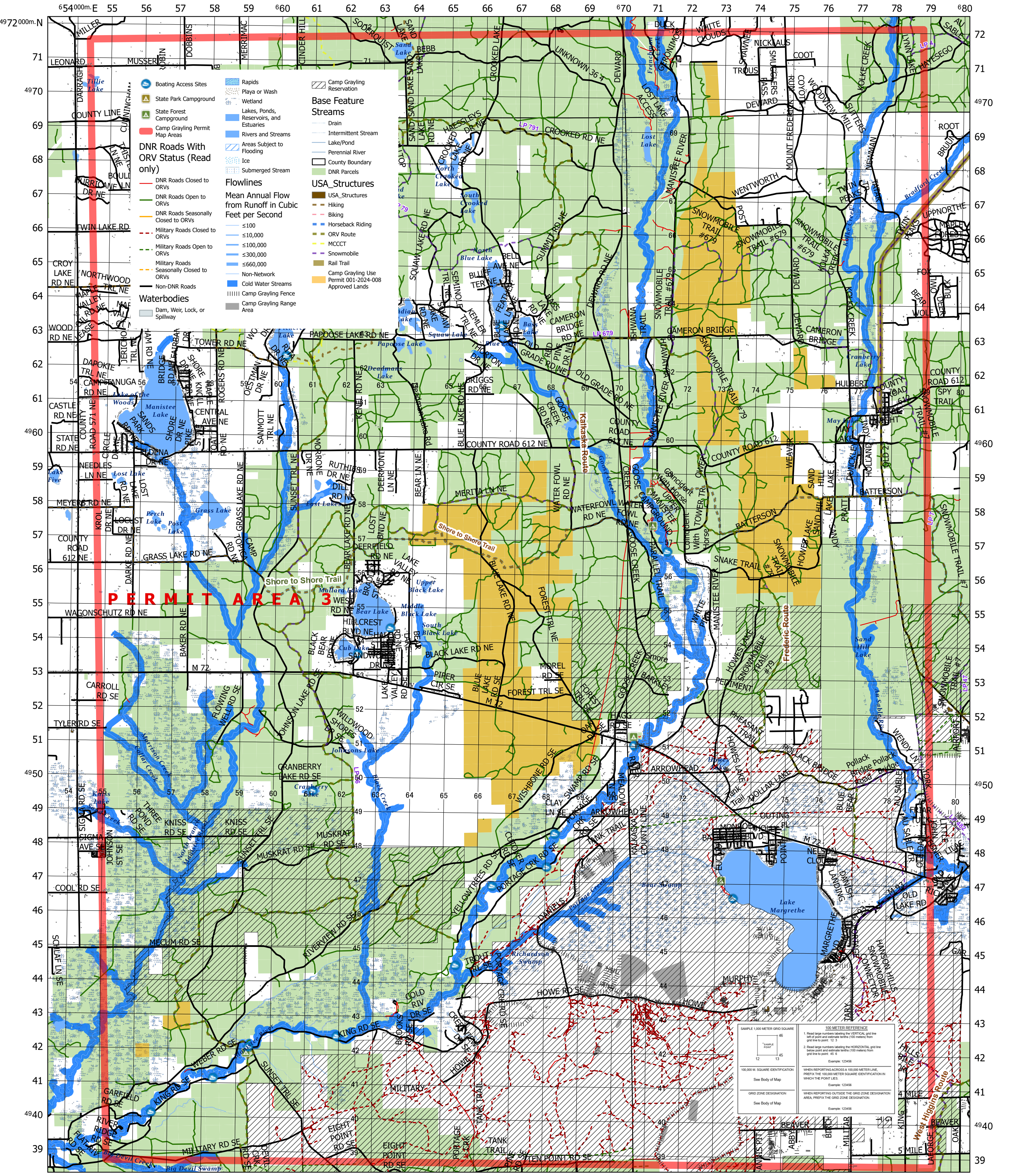


Camp Grayling Reservation  
 Camp Grayling Use Permit  
001-2024-008  
Approved Lands

**001-2024-008 Non-Event Permit for Use of Department Managed Land**  
**Exhibit C**





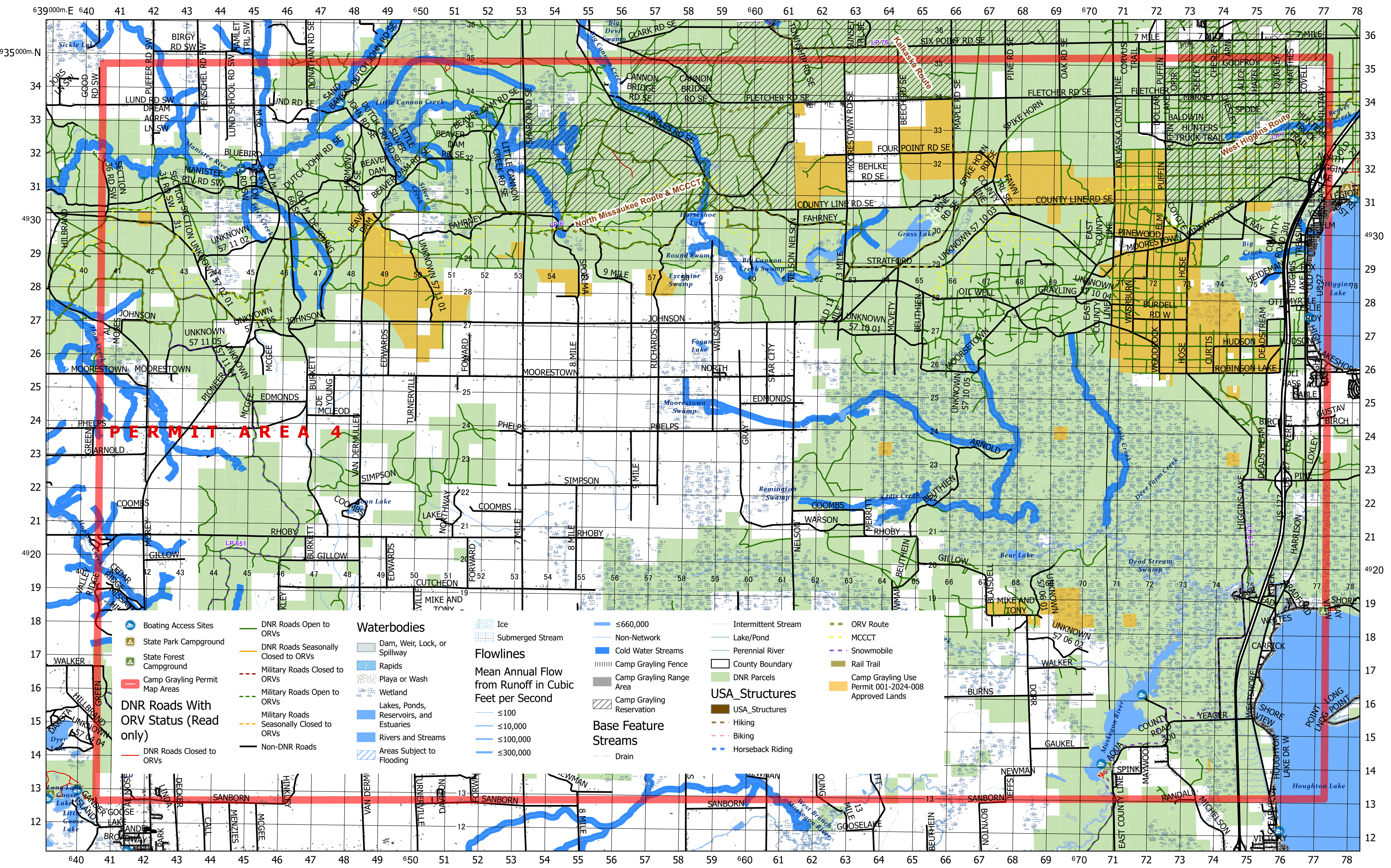


Legend:  
Camp Grayling Reservation  
Camp Grayling Use Permit  
001-2024-008  
Approved Lands

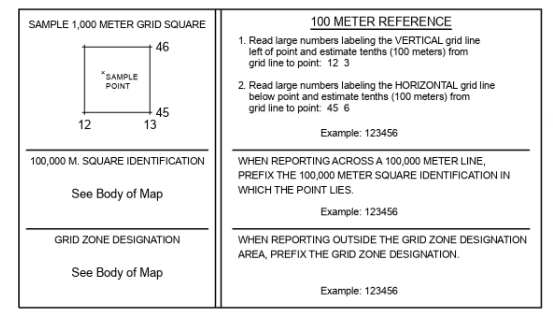
**001-2024-008 Non-Event Permit for Use of Department Managed Land Exhibit C**

Scale: 1:66,500  
G-M Angle (Degrees): 7.4°W  
Scale: 1:66,500  
0 0.3 0.6 1.2 1.8 2.4 Miles  
8,000 Feet  
4.5 Kilometers





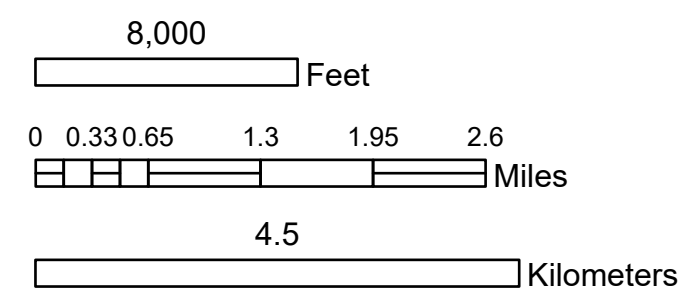
Camp Grayling Reservation  
Camp Grayling Use Permit 001-2024-008  
Approved Lands



## Permit Area 4

### 001-2024-008 Non-Event Permit for Use of Department Managed Land

#### Exhibit C



GN  
G-M Angle (Degrees): 7.18°W  
Scale: 1:70,313