I. Call to Order

II. Roll Call

III. Pledge to the Flag

IV. Approval of the May 16, 2022 Planning Commission Meeting Minutes

V. Correspondence

VI. Brief Public Comments & Questions (Limited to 3 minutes)

VII. Public Hearings:
   A. PUD – Lakeshore Flats East – Multifamily Apartment Complex

VIII. Old Business
   A. PUD – Lakeshore Flats East – Multifamily Apartment Complex

IX. New Business
   A. Discussion – EV Charging
   B. Discussion – Community Gardens

X. Reports
   A. Staff Report
   B. Commissioner Comments

XI. Extended Public Comments & Questions (Limited to 4 minutes)

XII. Adjournment

Persons wishing to speak at public hearings, on agenda items, or extended comments, must fill out a “Speakers Form” located on the counter. Completed forms must be submitted to Township Staff prior to the meeting.
I. CALL TO ORDER
Wilson called the meeting of the Grand Haven Charter Township Planning Commission to order at 7:00pm.

II. ROLL CALL
Members present: Wilson, Reenders, Mesler, Lemkuil, Wagenmaker, Taylor, Chalifoux, Cousins, and Hesselsweet
Members absent: None
Also present: Senior Planner Thibault and Associate Planner Hoisington

Without objection, Wilson instructed Hoisington to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES
Without objection, the minutes of the April 18, 2022 meeting were approved.

V. CORRESPONDENCE - None

VI. PUBLIC COMMENTS
Chrysteen Moelter-Gray – 13243 Forest Park Drive
• In regards to the Wesco development, questioned if another gas station is needed in the community.
• Inquired if EV charging will be included in the scope of the project.
• Shared concerns regarding the impact of traffic from the development for the intersection of Ferris Street and 168th Avenue.

VII. PUBLIC HEARING
A. Rezoning – RP to AG - Bagley
Wilson opened the hearing at 7:03pm.

Thibault provided an overview through a memorandum dated May 12th.

The applicant, John Bagley, was present and provided the following information:
• Purchased the land in 2015 with intention to build a home on the property.
• Is aware that a building serving an agricultural use may be considered the main building in the Agricultural district.
Would like to build a building that exceeds the maximum size permitted as an accessory structure.

Intends to use the building to store building materials for house construction, following house construction to be used for cars and other possessions.

- Has no plans for any specific agricultural use, is open to low-intensive agricultural uses prior to a home being constructed. Can continue an agricultural use if needed.

There being no further comments, Wilson closed the hearing at 7:19pm.

B. Rezoning – AG to RP – Brege

Wilson opened the hearing at 7:19 pm.

Thibault provided an overview through a memorandum dated May 12th.

The applicant, Nichole Brege, was present and provided the following information:

- Existing property is owned by father-in-law.
- Intention is to split the land to allow an additional home to be constructed near family.

There being no further comments, Wilson closed the hearing at 7:23pm.

VIII. OLD BUSINESS

A. Rezoning – RP to AG – Bagley

The Planning Commission noted the following points of discussion:

- Agricultural buildings require an approved and active agricultural use to be the primary use for the building.
- Commissioners shared concerns about the building being built as an agricultural structure when the intention is to use it for personal storage.
  - Has potential to create a non-conforming structure if primary use of the property is not agricultural practice.
  - Opinion that Staff would address the use of the structure at the time of a building permit or agricultural exemption permit application being received.
- Supportive of an agricultural use occurring on the property.

Motion by Reenders, supported by Wagenmaker, to recommend the Township Board approve the rezoning application for 16552 Winans St. from Rural Preserve (RP) to Agricultural (AG) based on the application meeting the rezoning standards of the Zoning Ordinance and Master Plan.

Which motion carried, as shown by the following roll call:

Ayes: Wilson, Mesler, Hesselsweet, Wagenmaker, Lemkuil, Reenders, and Chalifoux
Nays: Cousins and Taylor
Absent: None

B. Rezoning – AG to RP - Brege

Reenders recused himself from the Planning Commission due to a potential conflict of interest, in owning adjacent property.

The Planning Commission noted the following points of discussion:

- Supportive of the proposed rezoning.

Motion by Cousins, supported by Taylor, to recommend the Township Board approve the rezoning application for 10441 152nd Ave. from Agricultural (AG) to Rural Preserve (RP) based on the application meeting the rezoning standards of the Zoning Ordinance and Master Plan.

Which motion carried

Reenders returned to the Planning Commission.

IX. NEW BUSINESS

A. Pre-Application – Wesco – Proposed Development

Thibault provided an overview through a memorandum dated May 12th.

Becky Page of Holland Engineering, provided the following information:

- Received tentative approval from OCRC for two access points.
- Proposed drive through would allow customers to purchase in-store goods, no outside restaurant or food services would be available.
- Addressed stacking spaces for drive through operation.

The Planning Commission noted the following points of discussion:

- Shared concerns regarding traffic impact from the development.
  - Noted OCRC approval stated a preference for one access point.
  - Intersection at Ferris Street and 168th Avenue is often congested at peak hours.
  - Will need to provide safe pedestrian access to site.
- Direction to the applicant to perform a traffic study to determine traffic flow at peak hours.
  - Open to seeing a roundabout traffic circle at the intersection.
- Confirmed Special Lane Use requirements for the drive through will also need to be addressed.

X. REPORTS

A. Staff Report – None

B. Commissioner Comments
Trustee Wagenmaker explained his confusion regarding definitions in Zoning Ordinance matching the definitions within the Michigan State Building Code.

- Also requested Commissioners review the PUD Chapter of the Zoning Ordinance for clarification on standards relating to architectural requirements, open space, and density bonuses.

Agreement among Commissioners to read through the PUD agreements prior to reviewing a PUD application.

Questions regarding definition of single family dwelling as perceived by Planning Commission compared to Zoning Ordinance and prior approvals for PUDs with attached single dwellings.

XI. EXTENDED PUBLIC COMMENTS
Brianne Taylor – 15141 Pine Street
- Inquired about any updated plans for the Eastbrook Reenders development.
- Questioned how Public Notices would be received and published

XII. ADJOURNMENT
*Without objection*, the meeting adjourned at 8:28p.m.

Respectfully submitted,

Cassandra Hoisington
Acting Recording Secretary
Community Development Memo

DATE:       June 02, 2022
TO:         Planning Commission
FROM:       Rory Thibault – Senior Planner; Cassandra Hoisington - Associate Planner
RE:         Pre-Application Presentation – Lakeshore Flats Expansion PUD

BACKGROUND

Recall, Terry Nash, of Coach Road Capital, is interested in expanding the Lakeshore Flats PUD to the east. The future land use for the identified parcel has been changed to High Density Residential as a result of the updates to the Master Plan and Future Land Use Map.

This property is comprised of one parcel totaling 8.58-acres and is part of the Robbins Road Sub-Area found in the Master Plan. This parcel is currently zoned C-1 Commercial.

PROPOSED DEVELOPMENT CONCEPT

The property owner is proposing to develop “Lakeshore Flats East” holistically with the original Lakeshore Flats PUD, where tenants will have access to the existing amenities, such as a clubhouse and pool. As required, additional programmed open space will be located centrally in the new development. The owner indicated the proposed apartment buildings would be modeled after the Lakeshore Flats apartments to promote a cohesive aesthetic and sense of a single community.

The 4 new apartment buildings totaling 126 units with enclosed garages, will nearly double the existing development, bringing the total to 255 units. The development will consist of a mix of 1BD, 2BD, and studio apartments. One building will entirely consist of the 54 studio units, as pre-reservations for these units have demonstrated a sustained market demand. The other three buildings contain a mix of 1BD and 2BD units, totaling 24 units per building.
The required parallel plan illustrates an allowable base density of 114 units (1 unit/3250 sqft of lot area). The applicant is entitled to a 30% density bonus as 100% of the units are located in structures with at least two dwelling units (Sec. 7.09.D.5). This would allow a total of 148 units for the development.

**Staff Review Summary**

Staff has reviewed the application for compliance with the Residential PUD section, Lighting, Signage, Vegetation, and Parking. The following are outstanding items to be reviewed when construction documents are submitted.

<table>
<thead>
<tr>
<th>Section</th>
<th>Regulation</th>
<th>Developer Response</th>
<th>Staff Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.02.A.3</td>
<td>Stormwater System Landscaping…The following species shall be used for plantings, although other species may be permitted by the Planning Commission.</td>
<td>Standard Seed Mix</td>
<td>Refer to Figure 4-1 and stormwater pond species list.</td>
</tr>
<tr>
<td>18.07.A.4-6</td>
<td>Information on all utilities, color coded by utility for ease of understanding the Plan; Demolition Plan; SESC Plan</td>
<td>Utilities, grades and SW BMPs are shown on the Preliminary Grading and Utility Plan.</td>
<td>DPW approves</td>
</tr>
</tbody>
</table>

**DEPARTURE REQUESTS**

There are no formal departure requests from the developer. However, Staff has reviewed the application and finds the below conditions need review by the Planning Commission as departures from what is required.

<table>
<thead>
<tr>
<th>Section</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2.08</td>
<td>Multi-family: 500sf for studio/efficiency + 100sf per bedroom</td>
<td>36 of the 52 studio units are 476 sqft</td>
<td>Adjust floor plan to meet the requirement or provide justification. Note: Phase 1 had 12 units at 496 sqft</td>
</tr>
</tbody>
</table>

Building 3 studio units (total = 36 @ 476 sqft, 18 @ 527 sqft.)
<table>
<thead>
<tr>
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<th>Regulation</th>
<th>Developer Request</th>
<th>Staff Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.08.B.6</td>
<td>Predominant building materials shall be those that are characteristic of Grand Haven Township such as brick, wood, native stone and tinted/textured concrete masonry units and/or glass products. Other materials such as smooth-faced concrete block, undecorated tilt-up concrete panels, or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure.</td>
<td>Predominant building material to be vinyl siding – accent stone provided; to match the existing PUD</td>
<td>The request is consistent with other residential PUD’s approved recently and is compatible with “like buildings within the PUD” However, this should be a point of consideration for future PUDs</td>
</tr>
</tbody>
</table>

South Elevations – Building 1, 2, & 4

<table>
<thead>
<tr>
<th>Section</th>
<th>Regulation</th>
<th>Developer Request</th>
<th>Staff Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.02.A.4.b</td>
<td>All landscape islands must contain at least one tree OR be designed to function as a raingarden.</td>
<td>Provided trees in parking lot islands</td>
<td>Fire Department staff indicated concern with trees on the corners of the traffic islands on the north end of the garages between buildings 1 &amp; 2, as well as on the east side of building #3 due to turning radius conflicts. Staff is supportive of omitting trees in lieu of using local groundcover with curb cuts to function as rain garden</td>
</tr>
<tr>
<td>Section</td>
<td>Regulation</td>
<td>Developer Request</td>
<td>Staff Response</td>
</tr>
<tr>
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<tr>
<td>6.06</td>
<td><strong>Pole Mounted Lighting.</strong> Lighting mounted onto poles not to exceed 20 feet. The maximum height shall not exceed (40%) of the horizontal distance to the property line unless side shielding toward the property line is used then the pole mounted light may be up to 20 feet in height.</td>
<td>22-feet high pole-mounted lights, 16-feet &amp; 50-feet off of Southern property line</td>
<td>Reduce height to 20-feet and provide side shielding</td>
</tr>
</tbody>
</table>

**SAMPLE MOTIONS**

If the Planning Commission finds the application meets the applicable standards, the following motion can be offered:

**Motion** to direct staff to draft a formal motion and report, which will recommend **conditional approval** of the Lakeshore Flats Apartments East PUD application, with those Zoning Ordinance compliance departures which were discussed and will be reflected in the meeting minutes. This will be reviewed and considered for adoption at the next meeting.

If the Planning Commission finds the application does not comply with the standards, the following motion can be offered:

**Motion** to recommend the Township Board **deny** the Lakeshore Flats Apartments East PUD application, and direct staff to draft a formal motion and report with those discussion points, which will be reflected in the meeting minutes. This will be reviewed and considered for adoption at the next meeting.

If the Planning Commission finds the applicant must make revisions, the following motion can be offered:

**Motion** to **table** the Lakeshore Flats Apartments East PUD application, and direct the applicant to make the following revisions:

1. *List the revisions.*
May 5, 2022

Mr. Rory Thibault, Senior Planner
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

RE: Lakeshore Flats East – PUD Resubmittal
15123 168th Avenue
Grand Haven Charter Township, Ottawa County, Michigan

Dear Mr. Thibault:

Included with this cover letter, please find fourteen (14) copies of the resubmittal package for the proposed Lakeshore Flats East PUD along with an electronic copy and previous communications and responses.

1. Application
2. Application Fee
3. Escrow Fee
4. Narrative/Staff Memo/Responses
5. Building Elevations/Floorplans
6. Sign Exhibit
7. Photometric Plan
8. Trash Enclosure Exhibit
9. Site Plan Set, 24x36

These items are being submitted for review and approval during the May 16, 2022 Planning Commission meeting.

Should you have any questions or need additional information, please call me at (616) 575-5190 or via email at dcole@nederveld.com.

Sincerely,

Dennis Cole, PE, LEED AP
Project Manager

Enclosures
PLANNED UNIT DEVELOPMENT (PUD) APPLICATION

<table>
<thead>
<tr>
<th>Original Application</th>
<th>Fee</th>
<th>Escrow*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overlay Zone</td>
<td>$1,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Special Land Use</td>
<td>$700</td>
<td>$1,500</td>
</tr>
<tr>
<td>Regular</td>
<td>$600</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amended Application</th>
<th>Fee</th>
<th>Escrow*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overlay Zone</td>
<td>$800</td>
<td>$500</td>
</tr>
<tr>
<td>Special Land Use</td>
<td>$700</td>
<td>$600</td>
</tr>
<tr>
<td>Regular</td>
<td>$600</td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Utility Escrow**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Extension</td>
</tr>
<tr>
<td>Lift Station</td>
</tr>
</tbody>
</table>

Applicant Information

Name: Lakeshore Flats Apartments II, LLC  
ATTN: Terry Nash

Phone: 616-604-2975

Address: 17863 170th Avenue, Suite 101, Spring Lake, Michigan 49456

Email: tnash@coachroadcapital.com

Owner Information (If different from applicant)

Name: Barbara Bekins Trust  
ATTN: Karen Sterenberg, Trustee

Phone: 616-502-1408

Address: 15123 168th Avenue, Grand Haven, Michigan 49417

Email: karensterenberg@hotmail.com

Property Information

Address/Location: 15123 168th Avenue, Grand Haven, Michigan

Parcel Number: 70 - 03 . 33 .200 .068

Current Zoning: C-1, Neighborhood Commercial District

Size (acres): 8.58 acres

Master-Planned Zoning: High Density Residential

Other Information

Does Property Abut Township Border? Yes

Present Use of the Subject Property? Residential

Number & Type of Existing Structures? 3 structures; House, Garage & Barn

Subject Property Located on a Paved Road? No

NOTE: The architect, engineer, planner, or designer shall be responsible for utilizing the Township Ordinance Books and following the procedures and requirements as specified in Chapters 7 and 18 (and Chapter 8 if located in the Overlay Zone), and any other applicable ordinances. Initially, submit five copies of the required information for staff review. Once staff has granted tentative approval, additional copies will be required as requested by staff.

I hereby attest the information on this application is, to the best of my knowledge, true and accurate.

Signature of applicant: ____________________________  Date: 03.22.2022

* To cover cost of legal and consulting fees, may be increased as necessary.

** If approval of this application requires/includes the extension of municipal utilities, an additional $5,000 escrow fee shall be required, and an additional $2,000 escrow fee shall be required for the installation of a lift station.
NOTICE

IF I PLAN TO SPLIT THE PARCEL(S) AFTER THE ZONING APPROVALS ARE GRANTED, I REALIZE THAT I MUST APPLY FOR A LAND DIVISION WITH THE ASSESSING DEPARTMENT. ALL LAND DIVISION REQUIREMENTS MUST BE CONFORMED TO BEFORE PROCEEDING WITH FURTHER DEVELOPMENT.

Signature of applicant

Date

03.22.2022

For Office Use Only

Date Received ____________________  Fee Paid? ____________________

Materials Received:  Site Plans ______________  Location Map ______________

Survey ______________  Legal Description ______________

Dated copy of approved minutes sent to applicant? __________  Date Sent ______________

______________________________

PLANNING COMMISSION USE ONLY

Approval __________________________

Tabled ____________________________

Denied ____________________________

Conditional Approval ____________________________

The following conditions shall be met for approval:

_____________________________________

_____________________________________

_____________________________________

_____________________________________

_____________________________________

Signature of Planning Commission Chair ____________________________

Date

Last Revised 7/15/20
BUY AND SELL AGREEMENT FOR VACANT LAND

Office: Coach Road Capital, LLC

Spring Lake (city), Michigan Phone: 616-706-3463 Fax: 

Email: cbush@askgsp.com Offer Date: 09/28/2021 3:00 PM (time)

1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
   ☐ Subagent of the Seller ☑ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
   ☐ Other (specify): ------------

2. Buyer’s Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the Township of Grand Haven, Ottawa County, Michigan, commonly known as
   15123 168th Avenue

   Permanent Parcel Number: 70-03-33-200-068

   (to be provided by Seller)

   (the “Land”), together with all fixtures and improvements situated on the Land (the “Improvements”), all of which is collectively referred to herein as the “Premises”, except the following:

3. Purchase Price. The purchase price for the Property is: $__________

   Dollars: ___________________________


   a. Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by “X” below (mark one box or the other under this subparagraph “A”):
      □ Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.
      □ Land Contract. Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of $___________ and payment of the balance $___________ due in installments of $___________ or more, at Buyer’s option, including interest at the rate of ________% per annum computed monthly, interest to start on date of closing, and first payment to become due on ________ after date of closing. The entire unpaid balance will become due and payable ________ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

   b. Financing. Indicate by an “X” below which applies (mark one box or the other under this subparagraph “B”)
      □ No Financing. Buyer’s obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.
      □ Financing Contingency. Buyer’s obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer’s sole and absolute discretion, within ________ (____) calendar days of the Effective Date of this Agreement (the “Financing Contingency Period”). Buyer agrees to diligence pursuant to good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. Survey. Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller’s possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):
   ☐ A new survey;
     □ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
     □ Boundary survey with corner stakes with all easements of record, improvements and encroachments, if any; or
   ☐ A recertified survey; or
   ☐ No new or recertified survey;

   shall be obtained by Buyer at Buyer’s expense, or □ provided by Seller to Buyer at Seller’s expense, within ninety (90) calendar days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do

15123 168th Avenue

Buyer’s Initials: ___________ Seller’s Initials: ___________
Buy and Sell Agreement for Vacant Land  Page 2 of 7

so within the required time, then Buyer may order the required survey at Seller's expense. If the new or reconditioned survey (or any such the existing survey if any) discloses any material adverse encumbrance that is not acceptable to Buyer, then Buyer shall have the right to object and to terminate this Agreement under the terms and conditions set forth in the Title Insurance paragraph contained in this Agreement; otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other: Seller to provide Buyer with any existing survey within ten (10) days from Effective Date.

6. Title Insurance. At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note: some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) calendar days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) calendar days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) calendar days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

7. Inspections. By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. This Agreement has elected to arrange and pay for services/inspections, including, but not limited to, the following:
- ☐ No Inspections
- ☐ Soil Borings
- ☐ Zoning
- ☐ Site Plan Approval
- ☐ Utilities
- ☐ Permitting
- ☐ Other (specify):

All inspections deemed necessary for Buyer's intended use.

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within six (6) months (_____) calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

Seller will provide Buyer with copies of all existing diligence items within ten (10) days from the Effective Date.

8. Closing Adjustments. The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- a. Prepaid rent and Additional Rent (as defined in the paragraph);
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Changes for any transferable service contracts assigned to Buyer described in Exhibit D;
- d. Utility deposits;
- e. Security deposits;
- f. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

9. Property Taxes. All property taxes first billed prior to the year of closing will be paid by Buyer, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):
- ☐ No Proration:
  - ☐ Buyer
  - ☐ Seller shall pay the taxes billed in July.
  - ☐ Buyer
  - ☐ Seller shall pay the taxes billed in December.

☐ Calender Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

Property Address: 15123 168th Avenue
Property Address:
15123 168th Avenue
DC-Registered Office: MICHIGAN 2/13/2019
Register Date: 2/8/17

[Signatures]

[Buyer's Initials]

[Seller's Initials]
10. Special Assessments, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:

11. Conveyance. Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, covenants, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unpatented land:
Seller agrees to grant Buyer at closing the right to make [insert number] division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before [insert date], (date), of the proposed division to create the Premises. Other:

12. Warranties of Buyer. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.

b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.

c. In entering into this Agreement, Buyer has not relied upon any written or oral representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.

d. Other:

13. Warranties of Seller. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

a. Seller's interest in the Property shall be transferred to Buyer at closing date, free from liens, encumbrances and claims of others.

b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.

c. There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.

d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.

e. If a statement(s) of income and expenses with respect to the operation of the Property is (are) described in Exhibit B, each statement(s) is (are) accurate for the period(s) designated in the statement(s).

f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the terms of Exhibit B:

(1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, those items are set forth in the written leases described in Exhibit B.

(2) The rents set forth are being collected on a current basis and there are no arrearages.

(3) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.

g. With respect to undeniably land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and/or sanctions.

h. Seller is without personal knowledge as to the presence of the Property of any toxic or hazardous substances or of any underground storage tanks.

i. Other:

15123 168th Avenue

[Signature]
Buyer's initials

[Signature]
Seller's initials

2017-02-01
Buy and Sell Agreement for Vacant Land

14. Damage to Business. If between the Effective Date and the closing date, let or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither party elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may have with respect to any insurance proceeds or eminent domain award.

15. Closing. The closing shall be held on or before 30 SEC. 31st (date) and as promptly as practical after all necessary documents have been prepared. An additional period of thirty (30) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which cannot be readily corrected, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7e Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirements but is unable to participate in the closing or on or before the required date.

16. Possession. Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:

17. Seller's Closing Obligations. At closing, Seller shall deliver the following to Buyer:
   a. The warranty deed, and contract of assignment of land contract required by this Agreement.
   b. A bill of sale for any Personal Property (described in Exhibit "A")
   c. A transferable, and assignment of all Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by an original or true copy of each lease.
   d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract.
   e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
   f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, paid or not yet paid by Seller, showing an accurate allocation between the parties pursuant to the leases.
   g. Payment of the County and State real estate transfer tax.
   h. Any other documents required by this Agreement to be delivered by Seller.

18. Buyer's Closing Obligations. At closing, Buyer shall deliver to Seller the following:
   a. The cash portion of the purchase price specified in this Agreement shall be paid by check or by immediately available funds, as adjusted by the apportionments and adjustments in accordance to this Agreement.
   b. Any apportionments to be delivered after closing, including an acknowledgement of the receipt of all security deposits.
   c. Any other documents required by this Agreement to be delivered by Buyer.

19. 1031 Tax Deferred Exchange. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale of the Property under the terms of this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

20. Notices. Any notice required or permitted to be given hereunder shall be deemed to have been given if in writing and delivered to the party at the addresses shown below, and shall be deemed received (a) upon delivery to the party, or in the case of a notarized, time-stamped, return receipt acknowledged, (b) one (1) business day after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (c) upon sending, if sent by e-mail with a confirmation copy sent, the same day by overnight delivery.

21. Authority of the Parties. Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer, represents and warrants that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.

22. Additional Acts. Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts as the closing may become necessary to effectuate the transfers contemplated by this Agreement.

23. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

24. Earnest Money. Buyer gives [BUYER'S NAME], Broker, three (3) days to deposit $______ with Escrow Agent, 1031 Exchange Agent, Title Company or other, in accordance with this offer. Buyer shall deliver proof of deposit to Seller, Buyer or Buyer's Agent within three (3) business days after acceptance of this offer, evidencing Buyer's earnest money deposit. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Buyer's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest money, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

[Signature]
Buyer's Initials

[Signature]
Seller's Initials

16123 16th Avenue
Property Address:

[Stamp] [Stamp] [Stamp] [Stamp]
Buyer's Initials [Stamp] [Stamp] [Stamp] [Stamp] Seller's Initials
25. Disclosure of Price and Terms. The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.

26. Credit Reports. Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller Information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.

27. Advice of Counsel. Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

28. Attorneys' Fees. In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

29. Environmental.
   A. Notice to buyers and sellers (environmental risks).
      Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it; or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.
      No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.
   B. Environmental reports and assessments.
      (1) Within ten (10) calendar days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
      (2) Buyer shall have a period of six (6) months calendar days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transactional Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials; mold, or lead-based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components, or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession, and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
      (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including... but not limited to... any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of five (5) calendar days to accept or negotiate mutually acceptable terms for such amendment; otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.
      (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition.

C. Non-Disclosure.
   (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 481 of 1984, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
   (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph (3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

D. Other.
30. Brokerage Fee. Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☑ Seller agrees to pay a brokerage fee of __________. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

31. Other Provisions:
A. Members of Seller and Buyer are Realtors/Brokers licensed by the State of Michigan and are selling/buying their interest for their personal gain.

B. Buyer may assign its interest in this Agreement to an entity yet to be formed.

C. Closing shall occur within ten (10) days from the date Buyer waives all contingencies and provides Seller with a notice to proceed to closing.

D. Seller shall provide any easement agreements, maintenance agreements, or other written agreements that affect the Premises within five (5) days of the Effective Date.

32. Effective Date. For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed.

33. Index of Exhibits. Seller to furnish within the calendar days from effective date as specified below:

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<tr>
<th>Not Applicable</th>
<th>Attached</th>
<th>Exhibit</th>
<th>Subject</th>
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<td>D</td>
<td>Service Contracts:</td>
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<tr>
<td>☐</td>
<td>☑</td>
<td>E</td>
<td>Addendum</td>
<td></td>
</tr>
</tbody>
</table>

34. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.

Buyer: Couch Road Capital Partners, LLC

(put name of individual or entity)

Signature: ________________________________

Its: Manager

(If Buyer is an entity)

Buyer's Address: 17863 170th Avenue, Suite 101
Spring Lake, Michigan 49456

Buyer: ________________________________

(put name of individual or entity)

Signature: ________________________________

Its: ________________________________

(If Buyer is an entity)

Bus. Phone: 816-706-3463 Fax: 816-604-2068

Email: cbush@askpem.com

Copyright © 2013, 2015, 2016 National Association of REALTORS®, INTERNET side.
Disclaimer Date 2/2/17

[Signature]

Buyer's Initials

[Signature]

Seller's Initials
Buy and Sell Agreement for Vacant Land

Date: October 1, 2021

Seller:

 Buyer:

Initials:

Date: 9/30/2021 Time: 3:00 pm

Subject to revised attached Addendum dated October 5, 2021.

Chad D. Bush, Bev. 10/6/2021 Time: 4:30 pm

Buyer's Initials:

Seller's Initials:

Dated: 10/6/2021 Time: 4:30 pm

Buyer's Initials:

Seller's Initials:

Dated: 10/6/2021 Time: 4:30 pm
ADDENDUM # 1

1. Addendum to Agreement dated September 28, 2021, covering property commonly known as: 15123 168th Avenue, Grand Haven Township, Ottawa County, Michigan

   Permanent Parcel Number: 70-03-33-200-068

2. This Addendum to be an integral part of the agreement, which is amended as follows:

   Buyer/Tenant: [Name]
   Signature: __________________________
   [Name of Individual or entity]
   Address: 17863 170th Avenue Suite 101, Spring Lake MI 49456
   [Name]
   Signature: __________________________
   [Name of Individual or entity]

3. By signing below, Buyer/Tenant acknowledges having read and received a copy of this agreement.

   Buyer/Tenant: [Name]
   Signature: __________________________
   [Name of Individual or entity]

4. By signing below, Seller/Landlord acknowledges having read and received a copy of this agreement.

   Seller/Landlord: [Name]
   Signature: __________________________
   [Name of Individual or entity]
   Address: [Address]

   Buyer/Tenant: [Name]
   Signature: __________________________
   [Name of Individual or entity]
   Address: [Address]
PAY  Six Hundred and 00/100 Dollars

TO    Grand Haven Township
      13300 - 168th Avenue
      Grand Haven, MI 49417

AMOUNT  600.00

NEDERVELD, INC

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TOTAL  600.00

Check Date: 3/23/2022
PAY  One Thousand Five Hundred and 00/100 Dollars

TO  Grand Haven Township
    13300 - 168th Avenue
    Grand Haven, MI 49417

 AMOUNT  1,500.00

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TOTAL  1,500.00

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Check Date:  3/23/2022
OVERALL OBJECTIVES OF THE PUD

The proposed Lakeshore Flats East residential planned unit development (Residential PUD), located at 15123 168th Avenue, will consist of 126 units within 4 buildings: one 54-unit and three 24-unit variations. There will be a mix of 1BD/1BA, 2BD/2BA, and Studio units. The 1BD and 2BD designs are substantially the same as Lakeshore Flats West, while the Studio units will have a different layout.

By expanding upon the existing development, Lakeshore Flats East will enhance housing opportunities in the area in a similar manner as Lakeshore Flats West already has. Ample surface parking with a generous number of garages will be provided. A connecting private drive from Lakeshore Flats West will be extended to 168th Avenue. The Lakeshore Flats East residents will have full access to the existing common elements at Lakeshore Flats West, as well as new central green spaces, an outdoor patio/grill area, pavilion, picnic tables and benches/bocce courts, all working to elevate the character of the neighborhood.

Dedicated, common open space is located throughout the proposed development. The PUD contains approximately 8.55 acres of land (excluding right-of-way along 168th Ave), of which 22% or approximately 1.9 acres have been identified as open space, above the 20% required per the ordinance. Landscaping, signage and all other stipulations shall conform with Township ordinances and overlay district requirements. These efforts complement the environmental values of Grand Haven Charter Township by promoting the conservation and preservation of natural resources and natural features.

Overall, the proposed development has been designed to fulfill the recently-updated Grand Haven Charter Township Master Plan and Future Land Use Plan, along with the Robbins Road Sub-Area Plan, whereby the parcel was desired to be High Density Residential. The development maintains the residential use and compatible density identified for the area, but also provides a much-needed variety in housing opportunities.

GROSS RESIDENTIAL DENSITIES AND COVERAGE PERCENTAGE

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<td>126 UNITS</td>
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<tr>
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</table>
METHOD OF PROVIDING UTILITIES

The site will be serviced by municipal water by connecting the existing 12” watermain within the existing Lakeshore Flats West development to the existing 12” watermain along 168th Avenue. An existing 12” sanitary sewer runs along the north side of the property, providing multiple connection points. Our preliminary investigation indicates that there is adequate capacity in both systems to service the project. All utility extensions will be approved and permitted by the appropriate governing agencies and will be constructed underground. In addition, private utilities including electric, gas, cable and telephone will also serve the site and be constructed underground.

METHOD OF PROVIDING STORM DRAINAGE

The preferred method of managing stormwater runoff from the site is to provide on-site infiltration and detention before discharging toward the existing storm sewer systems and/or County Drains. This methodology supports the recommendation for Protecting Water Quality within the Resilient Grand Haven Master Plan by prioritizing open space protection through the master plan process for areas that are continuous, provide flood protection and provide stormwater filtration.

The development straddles the watershed boundary between the Warber and Blair County Drain Districts. On-site infiltration, detention and restricted overflow discharges will be directed toward the appropriate drain in accordance with the Development Standards of the Ottawa County Office of the Water Resources Commissioner. Surface runoff from developed areas will be directed to the ponds via overland flow, catch basin inlets and storm sewers whenever possible. Catch basins in the private road will be equipped with sediment sumps to prevent contaminants from being discharged into the proposed basins. In addition, with the presence of well-drained soils, grading designs will encourage infiltration, allowing stormwater runoff to recharge the groundwater table.

SCHOOL DISTRICT

Grand Haven Area Public Schools – Griffin Elementary

ENVIRONMENTALLY SENSITIVE AREAS

The project provides for buffers and screening along the property lines, particularly adjacent to the existing office and commercial uses. Preservation of the existing trees within the open spaces is a primary goal. No wetlands or other environmentally sensitive areas are present on the site.
SITE GRADING AND SOIL REMOVAL

The site consists of sandy soils, suitable as a base for the proposed building pads, parking areas and roadways. The site is relatively flat apart from a small ridge which runs across the center of the site. Site grading will balance the areas of cuts and fills so that any soil removal will be minimal.

EXPECTED CONSTRUCTION COMMENCEMENT AND LENGTH

The project is expected to commence immediately following construction approvals (anticipated towards the end of 2022). The project will be completed in one (1) phase and will be constructed based on market demand.
Community Development Memo

DATE:  April 13, 2022

TO:    Nederveld; cc. Terry Nash, Coach Road Capital

FROM:  Rory Thibault

RE: Lakeshore Flats East Expansion – PUD Review Staff Review Comments

PLANNING

Items of Compliance

Section 4.02

(A.2): **natural shape required for northern stormwater basin**

(A.3) **Stormwater System Landscaping.** Retention, detention and the overall stormwater system shall be designed to create the appearance of a natural pond or feature including gentle (5:1) or varying side slopes, irregular shapes, water tolerant grasses and seed mixes at the bottom of the pond/basin; appropriate flowers, shrubs and grasses along the banks based on environment (wet, dry, sedimentation basin v. pond) to improve views, filter runoff and enhance wildlife habitat. The following species shall be used for plantings, although other species may be permitted by the Planning Commission.

- Provide grading plan of retention/detention basins and planting mix. Refer to Figure 4-1 and stormwater pond species list

(A.4.a) **Perimeter.** A landscaped area must be at least ten (10) feet in width must surround parking lots on all sides.

  (i) Private internal walkways may be located between the parking lot and the required landscaping.

  (ii) The landscape area must contain a continuous screen at least thirty-six (36) inches in height above the street grade, and can consist of shrubs, hedges, berm, wall, or combination thereof.
The landscape area must contain a continuous screen at least 36” in height consisting of shrubs, hedges, berm, wall or combination thereof. Refer to Figure 4-2.

Include additional plantings on adjacent to all walkways around each parking lot and island in east parking lot

General note: If trees are to be preserved on-site, please provide tree-protection plan to ensure compaction and equipment is kept outside of the CRZ

(A.4.b) Interior. Paved parking lots which exceed ten thousand (10,000) square feet in area must have interior landscape islands located in such a manner that they break up the expanse of the paving throughout the parking lot, reduce heat island effects, and provide natural stormwater infiltration to the ground, as follows.

- Provide area calc for each parking lot

  (i) The interior of the parking lot shall have parking lot island(s), which total at least one (1) square foot of landscaped area for each fifteen (15) square feet of the parking lot.

  (ii) Landscape islands must at least nine (9) feet wide in all dimensions and at least one hundred sixty (160) square feet in area.

    - Ensure islands meet this minimum

  (iii) All landscape islands must contain at least one tree OR be designed to function as a raingarden.

  (iv) Islands shall be located to ensure safe and efficient traffic flow. The Planning Commission may require islands to be relocated.

  (v) Island ground cover must be mulch, stone, or local groundcover such as dunegrass.

    - Specify material

  (vi) At least 50% of the required landscaping must be within the parking lot, and not along the perimeter.

Section 5.05

- If providing 204 spaces, ensure 7 are Barrier-Free and 1 is Van-accessible BF.

Section 7.04

(C) Base Density for Residential Uses – Parallel Plan.

  (1) The maximum base density for residential uses shall be determined through the completion and submission of a parallel plan.

  (2) The parallel plan shall meet the following minimum requirements...

- Provide parallel plan.

Section 7.08

(A.7) Street lighting shall be installed in the following manner:
a) Decorative streetlights shall be installed at all intersections, curves, cul-de-sacs, dead-end streets, and at such other locations as the Planning Commission in its discretion reasonably requires.

b) A street layout plan shall indicate proposed lighting pole locations

c) The streetlights shall be installed at the developer’s expense.

d) If the power company allows a special assessment district to be created for the operating costs the developer shall sign an agreement to such.

- Please provide lighting plan for entire property.
- Per Section 6.07 Max lighting for LZ-3 is 2.5 lumens/hardscape area (sf)

(A.4.c): define curbing used on site

(B.7.a) Adequate shade trees along roadways and walkways

- Provide additional plantings on north side of road to shade the sidewalk

Section 7.08

(B.6.c): Building #4 faces 168th and needs architectural features on eastern side.

(B.6.h): additional plantings needed abutting buildings.

(D.9): create sidewalk connection to 168th Avenue

Section 7.09

(D.5) 30% Bonus. A thirty percent (30%) residential density bonus shall be granted all PUDs with the following characteristics. The bonuses shall not be cumulative – any PUD meeting one or more of the following criteria shall earn a thirty (30%) bonus.

- One hundred percent (100%) of the dwelling units are in structures with at least two (2) dwelling units. This is intended to promote the “Missing Middle Housing.”
  - This development qualifies

Section 7.10.A: shall create access pathways in central park tree area.

Section 18.07

(A.2) A photometric plan and cut sheets of all proposed light fixtures.

- Provide photometric plan and cut sheets

(A.3) Species and planting size of all landscaping.

- Cercis canadensis to be 2.5” cal. min

(A.4) Information on all utilities, color coded by utility for ease of understanding the plan.

(A.5) Demolition Plan

(A.6) SESC/Grading Plan

- Provide grading plan to include Stormwater BMP elements
(A.7) Details of Fences, Dumpster Enclosure, and other elements requiring significant specific information.

- Include dumpster enclosure enlargement and materials

(A.8) Circulation Plan

(A.9) Size and location of all proposed signage.

- Provide signage details

(A.10) Architectural Renderings

(A.11) Stormwater Management Plan

FIRE

While the proposed hydrant locations meet the required spacing per the *International Fire Code*, we would request the addition of two more hydrants.

- The first request is a hydrant just to the west of bldg. #1 on the new site. This guarantees we will be within the proper distances and allows us to use a hydrant without closing off a road. *DPW Agree.*
- The second request is a hydrant located just east of bldg. #4, close to the east entrance to the new phase of 168th. We realize there is an existing hydrant on 168th, however it is on the east side of the road and would require us to shut down 168th to use it. *DPW Agree.*

PUBLIC WORKS

Water

- Install 3 valves where they tie end on 168th.
- Bring existing Hydrants further away from the building. Suggestion – 5ft North of the sidewalk, closer to the roadway.

Sewer

- Don’t like the lateral going West/East. Prefer this to be main, which will include an *easement*. Also, we would like for the sample manhole to be located at the East side of the proposed main.
- Prefer a lateral coming off the main South of the proposed main.
May 5, 2022

Lakewood Flats East
Response Items to Senior Planner Review Comments

Key:

Ordinance language in black italics font
Senior Planner review comment in black standard font
Applicant response comment in blue bold italics font

April 13, 2022 Staff Comments and Response

PLANNING
Items of Compliance

Section 4.02
(A.2): natural shape required for northern stormwater basin.

Applicant’s Response: We have adjusted basin edge to a more natural shape.

(A.3) Stormwater System Landscaping. Retention, detention and the overall stormwater system shall be designed to create the appearance of a natural pond or feature including gentle (5:1) or varying side slopes, irregular shapes, water tolerant grasses and seed mixes at the bottom of the pond/basin; appropriate flowers, shrubs and grasses along the banks based on environment (wet, dry, sedimentation basin v. pond) to improve views, filter runoff and enhance wildlife habitat. The following species shall be used for plantings, although other species may be permitted by the Planning Commission.

Staff Comment: Provide grading plan of retention/detention basins and planting mix. Refer to Figure 4-1 and stormwater pond species list.

Applicant’s Response: Grading plan updated to show basin grades. As basins are intended to drain dry, a standard seed mix will be used.
(A.4.a) Perimeter. A landscaped area must be at least ten (10) feet in width must surround parking lots on all sides.

(i) Private internal walkways may be located between the parking lot and the required landscaping.

(ii) The landscape area must contain a continuous screen at least thirty-six (36) inches in height above the street grade, and can consist of shrubs, hedges, berm, wall, or combination thereof.

- Staff Comment: The landscape area must contain a continuous screen at least 36” in height consisting of shrubs, hedges, berm, wall or combination thereof. Refer to Figure 4-2.
- Include additional plantings on adjacent to all walkways around each parking lot and island in east parking lot

**Applicant’s Response:** More robust landscaping has been added to the plan.

- General note: If trees are to be preserved on-site, please provide tree-protection plan to ensure compaction and equipment is kept outside of the CRZ

**Applicant’s Response:** Noted on landscape notes to be finalized with construction plans/agency submittals.

(A.4.b) Interior. Paved parking lots which exceed ten thousand (10,000) square feet in area must have interior landscape islands located in such a manner that they break up the expanse of the paving throughout the parking lot, reduce heat island effects, and provide natural stormwater infiltration to the ground, as follows.

- Staff Comment: Provide area calc for each parking lot

**Applicant’s Response:** Provided in exhibit.

(i) The interior of the parking lot shall have parking lot island(s), which total at least one (1) square foot of landscaped area for each fifteen (15) square feet of the parking lot.

(ii) Landscape islands must at least nine (9) feet wide in all dimensions and at least one hundred sixty (160) square feet in area.

- Staff Comment: Ensure islands meet this minimum

**Applicant’s Response:** The islands do in fact meet the minimum requirements.

(iii) All landscape islands must contain at least one tree OR be designed to function as a raingarden.

(iv) Islands shall be located to ensure safe and efficient traffic flow. The Planning Commission may require islands to be relocated.
(v) Island ground cover must be mulch, stone, or local groundcover such as dunegrass.

- Staff Comment: Specify material

  Applicant’s Response: Already specified in general planting notes that all areas with trees/shrubs/planting beds to receive mulch.

(vi) At least 50% of the required landscaping must be within the parking lot, and not along the perimeter.

Section 5.05

Staff Comment: If providing 204 spaces, ensure 7 are Barrier-Free and 1 is Van-accessible BF.

  Applicant’s Response: Eight (8) barrier free spaces are provided. All may function as van accessible (min space 8’ wide with 5’ access). All spaces provided are 8’ wide with 8’ access. The total number of spaces has been reduced to 202 to allow for trash enclosures and island widening.

Section 7.04

(C) Base Density for Residential Uses – Parallel Plan.

1) The maximum base density for residential uses shall be determined through the completion and submission of a parallel plan.

2) The parallel plan shall meet the following minimum requirements...

Staff Comment: Provide parallel plan.

  Applicant’s Response: Parallel plan provided.

Section 7.08

(A.7) Street lighting shall be installed in the following manner:

a) Decorative streetlights shall be installed at all intersections, curves, cul-de-sacs, dead-end streets, and at such other locations as the Planning Commission in its discretion reasonably requires.

b) A street layout plan shall indicate proposed lighting pole locations

c) The streetlights shall be installed at the developer’s expense.

d) If the power company allows a special assessment district to be created for the operating costs the developer shall sign an agreement to such.

Staff Comments:

- Please provide lighting plan for entire property.

- Per Section 6.07 Max lighting for LZ-3 is 2.5 lumens/hardscape area (sf).
Applicant’s Response: Photometric Plan provided.

(A.4.c): Staff Comment: define curbing used on site
Applicant’s Response: Defined on Grading Plan.

(B.7.a) Adequate shade trees along roadways and walkways
- Staff Comment: Provide additional plantings on north side of road to shade the sidewalk
  Applicant’s Response: Additional plantings have been provided on the north side of the road.

(B.6.c): Staff Comment: Building #4 faces 168th and needs architectural features on eastern side.
Applicant’s Response: Updated Architectural Plans have been provided.

(B.6.h): Staff Comment: additional plantings needed abutting buildings.
Applicant’s Response: Landscape plan provides for ample plantings abutting buildings.

(D.9): Staff Comment: create sidewalk connection to 168th Avenue.
Applicant’s Response: Additional sidewalk has been provided.

Section 7.09
(D.5) 30% Bonus. A thirty percent (30%) residential density bonus shall be granted all PUDs with the following characteristics. The bonuses shall not be cumulative – any PUD meeting one or more of the following criteria shall earn a thirty (30%) bonus.
- One hundred percent (100%) of the dwelling units are in structures with at least two (2) dwelling units. This is intended to promote the "Missing Middle Housing."
  Staff Comments: This development qualifies

Section 7.10.A: shall create access pathways in central park tree area.
Applicant’s Response: Mulch paths provided.

Section 18.07
(A.2) A photometric plan and cut sheets of all proposed light fixtures.
Staff Comment: Provide photometric plan and cut sheets

*Applicant’s Response: Photometric Plan has been provided.*

(A.3) Species and planting size of all landscaping.
Staff Comment: Cercis canadensis to be 2.5” cal. Min

*Applicant’s Response: Defined on Landscaping Plan.*

(A.4) Information on all utilities, color coded by utility for ease of understanding the plan.

*Applicant’s Response: Utilities are shown on the Preliminary Grading and Utility Plan. Further information will be provided with the Construction Plans.*

(A.5) Demolition Plan

*Applicant’s Response: Demolition Plan will be provided with the Construction Plans.*

(A.6) SESC/Grading Plan

*Applicant’s Response: Preliminary grades are shown on the Preliminary Grading and Utility Plan. SESC Plan will be provided with Construction Plans.*

- Staff Comment: Provide grading plan to include Stormwater BMP elements

  *Applicant’s Response: Stormwater BMP elements such as sediment sumps are included on the Preliminary Grading and Utility Plan. Additional details will be provided with Construction Plans.*

(A.7) Details of Fences, Dumpster Enclosure, and other elements requiring significant specific information.

- Staff Comment: Include dumpster enclosure enlargement and materials

  *Applicant’s Response: Trash Enclosure Exhibit Provided.*

(A.8) Circulation Plan

*Applicant’s Response: Roadway system shown connects with the existing Lakeshore Flats and 168th Ave.*

(A.9) Size and location of all proposed signage.

- Staff Comment: Provide signage details

  *Applicant’s Response: Sign Exhibit Provided.*
(A.10) Architectural Renderings

Applicant’s Response: Architectural Building Elevations and Floorplans provided.

(A.11) Stormwater Management Plan

Applicant’s Response: The methods of managing stormwater are provided on the Preliminary Grading and Utility Plan.

FIRE

While the proposed hydrant locations meet the required spacing per the International Fire Code, we would request the addition of two more hydrants.

- The first request is a hydrant just to the west of bldg. #1 on the new site. This guarantees we will be within the proper distances and allows us to use a hydrant without closing off a road.  DPW Agree.
  
  Applicant’s Response: Additional hydrant provided.

- The second request is a hydrant located just east of bldg. # 4, close to the east entrance to the new phase of 168th. We realize there is an existing hydrant on 168th, however it is on the east side of the road and would require us to shut down 168th to use it.  DPW Agree.

  Applicant’s Response: Additional hydrant provided.

PUBLIC WORKS

Water

- Install 3 valves where they tie end on 168th.
- Bring existing Hydrants further away from the building. Suggestion – 5ft North of the sidewalk, closer to the roadway.

  Applicant’s Response: Valves added. Hydrants moved as requested.

Sewer

- Don’t like the lateral going West/East. Prefer this to be main, which will include an easement. Also, we would like for the sample manhole to be located at the East side of the proposed main.

  Applicant’s Response: Main and manhole shown as requested.

- Prefer a lateral coming off the main South of the proposed main.

  Applicant’s Response: Lateral shown as requested.
This drawing is the sole property of Mark A. Oppenhuizen AIA and is not to be used or reproduced without written consent.

101 Washington Avenue #301 49417
ph. 616 846 8990
LAKESHORE FLATS monument
- custom aluminum cabinet with flanged panel
- illuminated push-thru acrylic letters
- dimensional 2-color logo
- masonry base with Country Ledgestone flat stack veneer
- "Skyline" or closest match plate-match on foundation w/ anchors
- foundation at grade

LAKESHORE FLATS PROPERTY ENTRANCE SIGN
- 23.5 square foot

SIGNAGE EXHIBIT
LAKESHORE FLATS EAST
- project number: 21201650
Manufactures' Representatives
Crites, Tidey & Assoc., Inc.
908C West River Center Dr
PH: 616-647-2400
www.critestidey.com

DISCLAIMER
Illumination results shown on this lighting design are based on project parameters provided to Crites, Tidey & Assoc. used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from those noted will alter the light levels. Please verify the date listed to assure the accuracy of the report. Values

DESIGNED FOR:

EXISTING BUILDING

LAKESHORE EAST

PHOTOMETRIC PLAN
SCALE: NTS

FILENAME: S:\GRAND RAPIDS\Layouts\Tim McBride\LAKESHORE EAST ROBINS ROAD LOT LIGHTING.AGI
Manufacturers' Representatives
Lighting Equipment

Luminaire Schedule
Scene: GEN

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Calculation Summary
Scene: GEN

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NOTES:
- CALC AT GRADE

Illumination results shown on this lighting design are based on project parameters provided to Crites, Tidey & Assoc used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying compliance with applicable lighting or energy codes. Any changes to the room reflectances and/or obstructions not noted will alter the light levels. Please verify the date listed to assure the accuracy of the report. Values represent an approximation. Footcandle Levels are considered at the end of the life of the lamp and ballast.
NOTES

Site Location:     15123 168th Avenue  
      Grand Haven Twp, MI
Site Area =  8.55 ac
Unit Total =  126
Parking Total =  282
Community Park Open Space =  82,070 sf (27%)
Total Green Space =  199,447 sf (54%)
OBTAINED AVAILABLE UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

ONLY UTILITIES IN THIS AREA.

Nederveld, Inc.
Forensic Engineering
Landscape Architecture

OF STATUS AND DEPTH LOCATION, THE C-300 THE AS-BUILT RECORDS.

NOTE: "(PLAN)" AND EXISTING LOCATIONS WERE "(PLAN)"

IT IT IS NOT KNOW WHAT'S "(PLAN)"

FROM MEASUREMENTS LOCATIONS ARE DERIVED.

IT IT IS NOT KNOW WHAT'S "(PLAN)"

LOCATION MAP

PRIVATE ROAD & SITE BITUMINOUS VALLEY GUTTER DETAIL

INTEGRAL CURB AND WALK DETAIL

24" MOUNTABLE CONCRETE CURB

LOCATION MAP

PRIVATE ROAD & SITE BITUMINOUS VALLEY GUTTER DETAIL

INTEGRAL CURB AND WALK DETAIL

24" MOUNTABLE CONCRETE CURB

(Location Information)
Experience... the Difference

LANDSCAPE NOTES

PLANTING NOTES:
1. Planting of all trees, shrubs, perennials, and grasses will be performed in accordance with current American Association of Nurserymen standards.

2. Tree planting will occur immediately after construction of the pedestrian sidewalk and the utility manholes. Trees will be protected during construction to prevent any damage to the root system.

3. Trees that will be planted will be located according to the landscape plan. Trees will be protected by a tree guard and a wire and stake system. The tree guard will be kept in place until the tree has established roots and is capable of supporting itself.

4. Trees will be planted at least three to four times the diameter of the tree ball/container, with the spread of the roots of the tree ball/container extending below the grade line.

5. Prop. Watermain

6. Prop. Bldg 4

7. Prop. Bldg 1

8. Owner: Coach Road Capital

9. Owner: Lake Michigan Credit Union

10. Owner: 16930 Robbins Road Assoc LLC

11. Owner: Robbins Road Real Estate LLC

12. Owner: Abbit Partners LLC

13. Owner: Thornley Real Estates LLC

14. Parcels:
   - Parcel #: 70-03-33-200-033
   - Parcel #: 70-03-33-200-064
   - Parcel #: 70-03-33-200-067
   - Parcel #: 70-03-33-200-068
   - Parcel #: 70-03-33-226-001

15. Address: 16930 Robbins Rd

16. Phone: 616.393.0449

17. Scale: 1" = 60'
OBTAINED PART OF THE NORTH EAST 1/4 OF SECTION 33, T8N, R16W,

Contractor: Nederveld, Inc.

© 2022

Fire Investigation
Forensic Engineering
High Definition Scanning
Land Surveying
Landscape Architecture
Land Planning

21201650-PREL1.dwg

ALL OF THE STATUS DEPTH THE RECORD AS-BUILT AVAILABLE FROM THE C-901 THE RECORD IDENTIFIED LINES SERVICE UTILITIES EXISTING NOTE: THEY ARE THEY THAT IT NOR LOCATIONS THEY BE INTERPRETED THEY SHOULD NOT BE DERIVED FROM THE RECORDS. Before you dig, CALL THE CREO CONCRETE EXISTING CONCRETE EXISTING BITUMINOUS PROPOSED CONCRETE

™

199,447 SF OR 54% TOTAL GREEN SPACE
82,879 SF OR 22%= TOTAL OPEN SPACE PROVIDED
74,519 SF OR 20%= TOTAL SITE AREA
77,790 SF= TOTAL OPEN SPACE REQUIRED
22,872 SF= PUD SITE OPEN SPACE MIN.

CENTRAL COMMUNITY PARK
3) TOTAL OPEN SPACE PROVIDED
2) TOTAL SITE AREA
1) TOTAL GREEN SPACE

OPEN FIELD SPORTS
LAKESHORE FLATS EAST
GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN
Lakeshore Gardens Apartments LLC
17114 Robbins Rd
Parcel #: 70-03-33-200-088

Alexandria Fricano
15081 168th Ave
Parcel #: 70-03-33-200-018

Owner: Bekins Investments LLC
Address: 15133 168th Ave
Parcel #: 70-03-33-200-055

Owner: Thornley Real Estates LLC
Address: 17000 Robbins Rd
Parcel #: 70-03-33-200-033

Owner: Lake Michigan Credit Union
Address: 16964 Robbins Rd
Parcel #: 70-03-33-200-065

Owner: Lake Michigan Credit Union
Address: 16986 Robbins Rd 100
Parcel #: 70-03-33-200-064

Owner: 16930 Robbins Road Assoc LLC
Address: 16960 Robbins Rd
Parcel #: 70-03-33-226-001

DATE: 05/05/2022

Sheet No: C-901

Scale: 1" = 100'

Legend:

ROUTE
TOWARDS
Pavement Setback
10' Side Building & Mail CBU'S & Pull-Out
24.0'

R25.0'

50' Front Building Setback
"(PLAN)"

جيردة (CHICAGO)
تحديث (GRAND RAPIDS)
تحديث (ANN ARBOR)
تحديث (COLUMBUS)
تحديث (HOLLAND)
تحديث (Holland, MI 49423)

www.nederveld.com
Community Development Memo

DATE: June 2, 2022

TO: Planning Commission

FROM: Rory Thibault – Senior Planner

RE: Electric Vehicle (EV) Charging Station Regulations

CONTEXT

Electric Vehicles (EVs) are here to stay. At all levels of government and in the private sector, the message is clear that “green” tech is green – it’s a profitable business enterprise with demonstrated consumer demand. With the increased demand for electric vehicles, auto manufacturers and standalone companies are building out their charging networks to match. Currently, the lack of infrastructure (both planned and functioning) is a limiting factor in providing adequate service. Grant financing and investment has been made available to ameliorate infrastructural deficiencies.

Following is a non-exhaustive summary of current initiatives at the state, county, and local municipalities in the region.

✓ Lake Michigan EV Circuit – State of Michigan / Federal
  o EGLE is collaborating with MDOT, Office of Future Mobility and ElectrifyAmerica
  o Multi-state plan to plan to install chargers all along the lake (mostly mirroring Lake Mich. Circle Tour)
  o Geared toward tourism
  o Will fund locations along the lakeshore, US-31, to 10 miles inland
  o MSU modeling occurring this summer

✓ Alternate Fuel Corridors – State of Michigan / Federal
  o Funding to possibly be made available in fall, allowing EGLE to allocate funds for Level 3 chargers along designated routes (including US-31)
  o Stations cannot be more than 1 mile from an interstate ramp or major highway intersection

✓ MiDrive (Consumers Energy) – State of Michigan
  o Provides local rebates
  o Depends on level of charging and residential vs commercial customers
Charging Ottawa* – Local
  o Inventorying access to EV stations across the county
  o Electric vehicle registration has increased 60% from March ’21 – ‘22
  o Assessing demand, feasibility and procedure for installation of EV chargers in public locations
  o Partnering with libraries, local units of government, Ottawa County Parks, etc

* Provided background information in this report, delivered during the Ottawa Area Planner’s Meeting on 05/25/2022

Village of Spring Lake – Local
  o Has installed publicly accessible EV charging stations
  o Staff are working to determine appropriate regulations for EV charging stations in new and renovated developments
  o Commissioner Cousins is working as the Special Projects Manager for the Village and has experience with EV charging station regulations

Now, why does this matter?

There are two proposals for new gas stations in the Township, both in the initial stages of the application process.
  o Wesco - proposing 10 pumps and 37 surface parking spaces.
  o Southtown Market - proposing 8 gas pumps and 17 surface parking spaces.

There are also multiple residential and commercial PUDs in various stages of the development process.

DISCUSSION

With all the attention on developing infrastructure to accommodate electric vehicle charging – how can the Township become proactive in the planning of this use?

Does the Planning Commission want to direct staff to draft ordinance language addressing electric vehicle charging?

If a text amendment is desired, the following topics must be addressed:
  o Should regulations be incentive based or a regulation?
    ▪ Incentive based - allowing off-street parking requirements to be met in part with EV charging spaces.
    ▪ Regulation - requiring new developments to provide a set percentage/ratio for electric vehicle charging spaces.
  o Would it be appropriate to consider EV charging as a separate Special Land Use with specific regulations? Or should it be addressed in the standards for gas stations or general parking regulations?
Should a moratorium be placed on certain Special Land Use applications (such as gas stations) until there is language in place?

Certainly understand that this is the first in many conversations had regarding this topic; however to help guide Township Staff, is the Planning Commission supportive of staff drafting language to address electric vehicle charging stations?
Community Development Memo

DATE: June 2, 2022

TO: Planning Commission

FROM: Rory Thibault – Senior Planner

RE: Community Garden Regulations

CONTEXT

Have you seen the cost of produce lately? As evidenced by the current supply chain issues, labor shortages, and difficulty accessing staple items for many, it is clear that reliably producing local goods is paramount for serving our community. Charity and service are likewise character traits of the residents in the Township. Evidence shows that engaging in community activities, being outside in fresh air and the environment, and having a personal stake in projects all contribute to improving health and well-being. It also contributes to a more vibrant social and cultural atmosphere and promotes the desirability of an area.

How can residents in the Township support the local cultivation of food for themselves and their fellow Community?

Currently, food production in the Township occurs at two scales: on agricultural land at an industrial scale and on personal property at a local scale. However, what remains unaddressed is the middle scale – community scale gardens for use by the general public. In fact, the Zoning Ordinance does not have any provisions in place regulating “agriculture-like” use in the Township. Conversely, a vegetable garden in a residential backyard (without any structures and operated non-commercially) is considered landscaping and is not regulated by the Zoning Ordinance; commercial agricultural uses require 10 acres or agricultural zoning.
**Background**

**So why does this matter?**

✓ A resident in the Township has expressed that she would like to create a community garden on a vacant parcel adjacent to where she resides. She does not want to run the garden commercially.

✓ Currently, the Zoning Administrator is allowed to permit a use not listed in the Table of Permitted Uses by a Special Land Use after consideration of a variety of factors and the determination of consistency with uses permitted by right in that specific zone.

✓ However, in staff opinion a “community garden” is unique enough of a use to merit additional language regulating its use.

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**DISCUSSION**

✓ Does the Planning Commission feel that establishing a “Community Garden” use, subject to certain provisions, is appropriate?

✓ Is the Planning Commission supportive of staff drafting language to address Community Gardens and associated agriculture-like uses?