I. Call to Order

II. Roll Call

III. Pledge to the Flag

IV. Approval of the June 19, 2023 Planning Commission Meeting Minutes

V. Correspondence

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

VII. Public Hearings:
   A. Rezoning – Addition to STR Overlay – 10615 Lakeshore Dr.

VIII. Old Business:
   A. Rezoning – Addition to STR Overlay – 10615 Lakeshore Dr.

IX. New Business – None

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.
MEETING MINUTES
GRAND HAVEN CHARTER TOWNSHIP
PLANNING COMMISSION
JUNE 19, 2023

I. CALL TO ORDER
Wilson called the meeting of the Grand Haven Charter Township Planning Commission to order at 6:00pm.

II. ROLL CALL
Members present: Wilson, Hesselsweet, Cousins, Frifeldt, Mesler, and Lemkuil
Members absent: Taylor, Reenders, and Wagenmaker
Also present: Senior Planner Thibault and Associate Planner Chaphalkar

Without objection, Wilson instructed Chaphalkar to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES
Without objection, the minutes of the April 17, 2023 meeting were approved.

V. CORRESPONDENCE
• Jack & Marcia Brace – 10545 Lakeshore Drive
• Charles Janssen – 10511 Lakeshore Drive
• Mike & Mary Podein – 10569 Lakeshore Drive
• Mike & Clare Podein – 10569 Lakeshore Drive
• John Santa Maria – 10551 Lakeshore Drive
• Ed & Tina Schoenleber – 17248 Sandgate Place
• Ed & Amy Velthouse – 10579 Lakeshore

VI. PUBLIC COMMENTS - None

VII. PUBLIC HEARING
A. Special Land Use – Agritourism - Reenders
Wilson opened the public hearing at 6:04pm.

Thibault provided an overview through a memorandum dated June 15th.

Dean Reisner, representing Reenders Blueberry Farms LLC, was present to provide the following information:
• Confirmed the extent of construction is remaining within the existing building and porch footprint.

There being no further comments, Wilson closed the hearing at 6:11pm.
B. **Rezoning – Addition to STR Overlay – 10621 Lakeshore Drive**

Wilson opened the hearing at 6:12 pm.

Thibault provided an overview through a memorandum dated June 15th.

The applicants, Suzanne Mac Keigan and Jeff and Shannon Mac Keigan, were present and provided the following information:
- The subject property is the primary residence of Suzanne Mac Keigan, who has owned the property for the past 33 years.
- Properties to the north of the subject property are included in the Short Term Rental Overlay Zone.
- Subject property includes direct access to Lakeshore Drive and a shared private road for adjacent parcels.
  - Easement for access to the beach is only applicable to subject property and 10615 Lakeshore Drive.

Wilson opened the floor to public comments:
- Tamara Cook-Smith – 10589 Lakeshore Drive
  - Owns adjacent property in the Poplar Trail Association.
  - Shared concerns over potential impact of increased noise and pedestrian and vehicular traffic.
- Linda Duke – 17270 Sunset Trail
  - Trustee of the Cook Family Trust, which owns an adjacent property in the Poplar Trail Association.
  - Shared concerns regarding their property’s beach, and potential overflow from renters.
- Dan Heyblom – 17316 Sandgate Place
  - A member of the Board of Directors for neighboring “The Dunes Subdivision”.
  - Opined that allowing a short term rental will lead to increased population on the beach, resulting in a loss of value for property owners.
- Ed Velthouse – 10579 Lakeshore Drive
  - Shared opinion that properties to the north of the subject property are socially considered in a separate neighborhood than the subject property and the Poplar Trail Association.
  - Noted that erosion significantly impacted the available beach on the subject property and adjacent parcels.
- Mike Podein – 10569 Lakeshore Drive
  - Owns property adjacent to 10615 Lakeshore Drive.
  - Concerned about increased population from STR negatively impacting the septic system.
- Judy Bregman – 17262 Sandgate Place
  - Owns property within “The Dunes Subdivision”. Provided previous experience with renters overwhelming the subdivision’s beach.
There being no further comments, Wilson closed the hearing at 6:47pm.

C. Rezoning – Addition to STR Overlay – 10615 Lakeshore Drive

Wilson opened the hearing at 6:47pm.

Thibault provided an overview through a memorandum dated June 15th.

The applicant, Jeff MacKeigan, was present and provided the following information:

- Stated the subject property has acted as a short term rental for the past 35 years, most recently using a property management company.
- Clarified the subject property is adjacent to, but not part of the Poplar Trail Association.
- Opined that the subject property met the standards for approval.

Wilson opened the floor to public comments:

- Charles Janssen – 10511 Lakeshore Drive
  - Bought property in the Poplar Trail Association with the understanding that STRs were not permissible.
  - Noted concerns with increased population and traffic on neighborhood roads.

There being no further comments, Wilson closed the hearing at 7:02pm.

VIII. OLD BUSINESS

A. Special Land Use – Agritourism - Reenders

The Planning Commission noted the following points of discussion:

- Questioned extent of new construction.
- General indication of support for improvements.

**Motion** by Lemkuil, supported by Cousins, to **approve** the Special Land Use application to allow an “Agri-tourism” use consisting of the processing of blueberry pies and donuts associated with their existing “Agricultural” and “Markets for the sale of farm products” operations on the property located at 9981 West Olive Road, Parcel # 70-07-35-100-007. This approval is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance. This motion is subject to, and incorporates, the following report.

**Which motion carried unanimously.**

**SPECIAL LAND USE – AGRITOURISM – REENDERS BLUEBERRY FARMS**

1. The application meets the site plan review standards of Section 18.07.G of the Zoning Ordinance. Specifically, the Planning Commission finds as follows:
   
   **A.** The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site.
B. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this ordinance.

C. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.

D. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the township.

E. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.

F. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.

G. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.

H. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the fire department.

I. All streets and driveways are developed in accordance with the Ottawa County Road Commission specifications, as appropriate.

J. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate stormwater, prevent erosion and the formation of dust.

K. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures.

L. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.

M. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.

N. The site plans conform to all applicable requirements of County, State, Federal, and Township statutes and ordinances.

O. The general purposes and spirit of this Ordinance and the Master Plan of the Township are maintained.

2. The Planning Commission also finds the Project complies with the Overlay Zone findings and statement of purpose found in Section 8.01, 8.05, and 8.06 of the Zoning Ordinance.

A. The Project accommodates a variety of uses permitted by the underlying zoning, but ensures such uses are designed to achieve an attractive built and natural environment.

B. The Project provides architectural and site design standards that are more demanding than required elsewhere in the Township in order to promote harmonious development and complement the natural characteristics in the western sections of the Township.

C. The Project promotes public safety and efficient flow of vehicular traffic by minimizing conflicts from turning movements resulting from the proliferation of unnecessary curb cuts and driveways.

D. The Project ensures safe access by emergency vehicles.

E. The Project encourages efficient flow of traffic by minimizing the disruption and conflicts between through traffic and turning movements.

F. The Project preserves the capacity along US-31 and other roads in the Overlay Zone by limiting and controlling the number and location of driveways and requires alternate means of access through service drives.
G. The Project seeks to reduce the number and severity of crashes by improving traffic operations and safety.

H. The Project requires coordinated access among adjacent lands where possible.

I. The Project provides landowners with reasonable access, although the number and location of access points may not be the arrangement most desired by the Developer.

J. The Project requires demonstration that prior to approval of any land divisions, the resultant parcels are accessible through compliance with the access standards.

K. The Project preserves woodlands, view sheds, and other natural features along the corridor.

L. The Project ensures that distractions to motorists are minimized by avoiding blight and clutter while providing property owners and businesses with appropriate design flexibility and visibility.

M. The Project implements the goals expressed in the US-31/M-45 Corridor Study.

N. The Project establishes uniform standards to ensure fair and equal application.

O. The Project addresses situations where existing development within the Overlay Zone does not conform to the standards.

P. The Project promotes a more coordinated development review process with the Michigan Department of Transportation and the Ottawa County Road Commission.

3. This approval is based on the affirmative findings that the standards of Section 12.09 have been fulfilled.

   A. The Planning Commission waives the parking lot landscaping requirements upon making the determination that existing vegetation is to be retained.

B. Rezoning – Addition to STR Overlay – 10621 Lakeshore Drive

The Planning Commission noted the following points of discussion:

   • Disagreement regarding existing boundaries of the STR Overlay Zone and compliance with the standards for approval.
     o Discussed lack of rental history and the surrounding properties.

   • Considered potential impact on neighboring properties and beach, given the subject property has direct access to Lake Michigan and a private road.

**Motion** by Lemkuil, supported by Hesselsweet, to **approve** the rezoning application for 10621 Lakeshore Dr. to be included in the Short Term Rental Overlay Zone.

**Which motion failed, as indicated by the following roll call vote:**

Ayes: Wilson, Frifeldt, Hesselsweet, Mesler
Nays: Cousins, Lemkuil
Absent: Reenders, Taylor, Wagenmaker

Following the failed motion, Commissioners expressed the desire to postpone a decision until a full board was present.

**Motion** by Frifeldt, supported by Hesselsweet, to **postpone** the rezoning application for 10621 Lakeshore Dr. to be included in the Short Term Rental Overlay Zone for the next regularly scheduled meeting for consideration of the full Planning Commission.

**Which motion passed, as indicated by the following roll call vote:**

Ayes: Wilson, Frifeldt, Hesselsweet, Lemkuil, Mesler
Nays: Cousins
Absent: Reenders, Taylor, Wagenmaker
C. **Rezoning – Addition to STR Overlay – 10615 Lakeshore Drive**

The Planning Commission noted the following points of discussion:

- Noted the lengthy rental history.
- Confirmed access to the beach and Lakeshore Drive is provided through an easement on 10621 Lakeshore Drive.

**Motion** by Hesselswee, supported by Frifeldt, to **postpone** the rezoning application for 10615 Lakeshore Dr. to be included in the Short Term Rental Overlay Zone for the next regularly scheduled meeting for consideration of the full Planning Commission.

**Which motion carried unanimously.**

IX. **NEW BUSINESS**

A. **JOST - Preapplication**

Thibault provided an overview through a memorandum dated June 15th.

Steve Witte from Nederveld, presenting for JOST, was present to provide the following information:

- Described proposal for increased aisle width for truck maneuvering and decreased number of parking spaces.
- Noted alternative techniques such as pervious pavement and underground stormwater retention chambers being considered for the site.
- Explained proposed building layout needing multiple loading zones.
- Inquired if 20’ rear setback for undisturbed material could be waived.
  - Thibault clarified the PC does not have jurisdiction to waive this requirement.
- Discussed required landscaping, stated some trees along the rear lot line may be eligible to county towards required landscaping.

The Planning Commission noted the following points of discussion:

- Inquired about building size, if it could be reduced to provide required undisturbed land.
- Indicated support of reviewing the maneuvering area separately from parking aisle area when determining compliance.

X. **REPORTS**

A. **Staff Report**

- Thibault provided notice of Crockery Township’s Master Plan update.
- Thibault shared an update on recent development submittals.
- Thibault summarized the minor amendments that were approved for Lakeshore Flats.
B. Commissioner Comments

- Mesler noted concern regarding a water cross connection notice received in the mail.

XI. EXTENDED PUBLIC COMMENTS – None

XII. ADJOURNMENT

Without objection, the meeting adjourned at 7:58 p.m.

Respectfully submitted,

Cassandra Chaphalkar
Acting Recording Secretary
Mr. Thibault  Please replace my previous email from today with the attached edited version.

Thank you, Charley, President  Poplar Drive Dunes Association

Charles A. Janssen  
Attorney  
Foster Swift Collins & Smith PC  
313 South Washington Square  
Lansing, MI 48933-2193  
Phone: 517.371.8262  
Fax: 517.367.7373  
cjanssen@fosterswift.com  
www.fosterswift.com

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Mr. Steve Wilson, Chairman and GH Township Planning Commissioners, Mr Thibault and Planning Staff

Poplar Dunes Drive Association Opposition to Short Term Rental in our Neighborhood Association and Opposition to 10615 and 10621 Lakeshore Drive

1. The Poplar Drive Dunes Association consists of the nine (9) residences located at 10511 through 10583 Lakeshore Drive adjacent to and immediately South of 10615 Lakeshore and the neighborhood where both 10615 and 10621 Lakeshore are located. Our Association was formed and has been in good standing since 1998 (over 25 years).

2. Many of our Association residents attended the commission meeting on June 19 related to this request for reasoning to allow short term rental. We voiced opposition, as did the Dunes Association as well as neighbors who are not a part of either Poplar Drive or the Dunes Associations. We were all very surprised that the Commission appeared to consider or support the rezoning despite: a. overwhelming neighborhood opposition, b. the prior work and hearings that had occurred to establish these limited short-term rental and non-short term rental zones and c. testimony about the unique nature of these older compact and congested neighborhoods and the wetlands in which they are located.

3. Based on these concerns Poplar Drive Association amended our Bylaws to forbid short Term rentals within our Association.

4. Based on these concerns and others voiced at the hearing, Poplar Drive Association also passed a resolution opposing the request to rezone 01615 and 19621 Lakeshore.

5. It appears that when the township passed this ordinance, they intentionally kept our areas with shared narrow drives and shared beaches out of the short-term rental zone. That seemed well reasoned, especially in our case where the Dunes subdivision residents across Lakeshore Drive also have easements for access to and use of this shared beach. To add additional traffic and people to this area would be inconsistent with the original plan and ill-advised. It also seems to be the epitome of “spot zoning”.

6. These properties off Sunset Trail requesting rezoning are adjacent to and very similar to our Poplar Drive neighbor. Both neighborhoods have narrow driveways with several homes sharing the same entrance to Lakeshore Drive. Both are part of a very sensitive wetland. The entry roads to Lakeshore are congested and often flood depending on the drainage of the Little Pigeon River and adjoining inlet. The Sunset Trail entrance to Lakeshore Drive used by the property in question is on a very dangerous curve and with very limited sightline to enter 55 mph Lakeshore Drive. These properties have much more in common with the adjoining properties and neighborhoods to their south (Poplar Association) and west (Dunes Association) than the properties North of the Little Pigeon Inlet that clearly have separate, dedicated driveways and separate (rather than shared) beaches.

7. The issue is not personal as to the MacKeigans. Many of the neighbors have known them and have been friends for years. However the fact that they currently own or control both properties in question is irrelevant.
and an inappropriate factor in discussing these rezoning requests. At the last meeting certain Commissioners stated that this common ownership would be more likely to result in better tenants at either location and use of the 10621 beach rather than the shared beach by the 10615 tenants. However, clearly either property could be sold at any time in the future which would completely eliminate this common ownership “benefit”.

8. When the MacKeigans purchased 10615 in May 2021, they knew or should have known that this property was proposed to be in a non-short term rental overlay. To our knowledge they did not participate in the hearings on classifying this property during the time this ordinance was being finalized. They are asking to change the law. We are asking the planning commission to retain well-reasoned decisions made on the short-term rental areas as designated for the benefit of these interrelated and similar neighborhoods.

Thank you for your consideration, your time, and your service to our Township.
Respectively submitted by Charley Janssen, as President and on behalf of the Poplar Dunes Drive Association

Charles A. Janssen
Attorney
Foster Swift Collins & Smith PC
313 South Washington Square
Lansing, MI 48933-2193
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7. The issue is not personal as to the MacKeigans. Many of the neighbors have known them and have been friends for years. However, the fact that they currently own or control both properties in question is irrelevant and an inappropriate factor in discussing these rezoning requests. At the last meeting certain commissioners this common ownership would be more likely to result in better tenants at either location and use of the 10621 beach rather than the shared beach by the 10615 tenants. However, clearly either property could be sold any time in the future.

8. When the MacKeigans purchased 10615 in May 2021 they knew or should have known that this property was proposed to be in a non-short term rental overlay. To our knowledge they did not participate in the hearings on classifying this property during the time this ordinance was being finalized. They are asking to change the law. We are asking the planning commission to retain well-reasoned decisions made on the short term rental areas intact for the benefit of these interrelated and similar neighborhoods.

Thank you for your consideration, your time, and your service to our Township.
Respectively submitted by Charley Janssen, as President and on behalf of the Poplar Dunes Drive Association

Charles A. Janssen
Attorney
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313 South Washington Square
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Phone: 517.371.8262
Fax: 517.367.7373
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Dear Mr. Thibault:

As home-owners located at 10551 Lakeshore Drive since 1992 (over 30 years), we are reiterating our opposition to this request to rezone these 2 parcels into STR's.

1. The potential for excessive noise, partying, and for other disorderly behaviors that could directly impact us and the other nearby neighbors and the nice family atmosphere that we have had here for the past 30 years.

2. We are also very concerned that although the occupancy limit is set at 12 overnight guests, their guests (renters) could have many more people 10, 20, 30 ... for just the day to enjoy the beach resulting in an overflow of guests onto the shared associations' beach.

3. Are the septic systems at both locations capable of handling such numbers of people including any large number of day guests that might be there?

4. If on a nice summer lake day the renters have more additional guests there for the day we are also very concerned that there is not adequate parking on the properties to support their numbers even on their entrance road which runs through a wet-land. If they then begin parking on the shoulder of lakeshore drive right after the curve, homeowners from the Dunes and Popular Trail as well as service vehicles when entering and exiting these access roads off of Lakeshore Drive will have their view dangerously obstructed creating a traffic hazard and potential accident waiting to happen.

Again, thank you for taking our concerns into consideration.

Sincerely,

John and Jean Santa Maria
10551 Lakeshore Drive
West Olive, Mi.
Community Development Memo

DATE: July 13, 2023

TO: Planning Commission

FROM: Rory Thibault – Senior Planner

RE: STR Overlay – 10615 Lakeshore Dr.

BACKGROUND

The applicant, Jeff MacKeigan, is requesting to rezone 0.23-acres located at 10615 Lakeshore Dr. (Parcel No. 70-07-28-300-011), to be included in the Short Term Rental (STR) Zoning Overlay.

This rezoning application is to be evaluated in similar fashion to all rezoning requests – through the traditional Three C’s approach. Additional criteria for the consideration of properties to be included in the STR Overlay Zone is described in following:

- STRs are not allowed in traditional neighborhoods nor subdivisions
- STRs are prohibited in areas that are not adjacent to Lake Michigan and whose members have testified against STRs
- Consideration for additional properties will be based on proving a lengthy rental history without corresponding complaints.

These attributes were determined during the joint and public meetings of the Township Board and Planning Commission primarily because of the potentially negative or harmful effects impacting the residential character of neighborhoods. All factors will be weighed to determine if the rezoning request is recommended for approval or not, however not all conditions need be met. The property is subject to the Rental Regulation Ordinance. Those standards are to provide for and protect the welfare of full-time residents and to discourage the purchasing of property for Short-Term Rental uses when it would be inconsistent with the neighborhood in which the property is located.

The rezoning application was tested against the “Three C’s” evaluation method, as revised for STR properties.

COMPATIBILITY

Is the proposed rezoning compatible with the existing developments or zoning in the surrounding area?
The adjacent zoning is:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Current Zoning</th>
<th>Existing Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>R-1 / non STR</td>
<td>Residential – unplatted</td>
</tr>
<tr>
<td>East</td>
<td>R-1 / non STR</td>
<td>Residential – unplatted; unrecorded The Dunes tract</td>
</tr>
<tr>
<td>West</td>
<td>R-1 / non STR</td>
<td>Residential – unplatted; unrecorded The Dunes tract</td>
</tr>
<tr>
<td>South</td>
<td>R-1 / non STR</td>
<td>Residential – Unplatted; unrecorded The Dunes tract, Poplar Drive Dunes Association</td>
</tr>
</tbody>
</table>

The property is not located in a recorded platted neighborhood or subdivision. The property is part of an unrecorded tract, “The Dunes.”

The recorded plat of “The Dunes Subdivision” and corresponding “The Dunes Homeowners' Association” are east of Lakeshore Dr. on Sandgate Place. Likewise, other properties to the south are part of the “Poplar Drive Dunes Association.”

During the original review process for determining where STRs should occur the property was identified with other properties sharing the attributes of being 1) unplatted, 2) accessed by a private road, and 3) acting as a neighborhood/subdivision. Largely, other areas of the Township that match in character were not included in the Short Term Rental Overlay, except for those with an Association in support. A map of these properties is included in the packet.

### CONSISTENCY

Is the proposed rezoning consistent with the goals and objectives of the Master Plan, Rental Regulation Ordinance and does it coincide with the STR Overlay Map in terms of an appropriate use of the land? Does the proposed rezoning demonstrate a consistent history of renting in the past without resident complaint?

The owner has provided the short term rental history of 2019-2020 and 2022-2023; the applicant states it has been rented since 1985. In that time there have not been any recorded enforcements against the property. The property is owned by an LLC consisting of members of the Mackeigan Family.

<table>
<thead>
<tr>
<th>STATEMENT OF PURPOSE FOR STR OVERLAY ZONE</th>
<th>SITE CONSISTENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not in a traditional neighborhood or subdivision</td>
<td>Abuts non-platted residential areas; part of unrecorded Dunes Tract. HOA formed to the South but property is not eligible to join per Articles of Incorporation of the HOA filed with the State of Michigan.</td>
</tr>
<tr>
<td>Adjacent to Lake Michigan</td>
<td>No, but has recorded easement access of 20-feet to Lake Michigan across the property at 10621 Lakeshore Dr.</td>
</tr>
</tbody>
</table>
No adjacent owner testimony against STRs | Correspondence was received stating members of “Poplar Drive Dunes Association” to the immediate South and “The Dunes’ Homeowners’ Association” to the east are not supportive.

Demonstrated history of renting without complaints | 35 years of rental history; no enforcements recorded in BS&A.

**CAPABILITY**

*Does the proposed rezoning require an extension of public sewer and water, roadway improvements, or enhanced fire and police protection, and if so, is it in an area capable of being provided with such services?*

A non-exclusive right to an easement and right of way from Lakeshore Dr. and Lake Michigan is recorded and described as Sunset Trail for access to the premises, along with two other properties. This appears as a private road on GIS, and was established prior to our Private Roads and Driveways Ordinance. The Sunset Trail “road” provides access and a turnaround for 10589 Lakeshore Drive and 17270 Sunset Trail, but does not serve as access to Lake Michigan. Those properties are not owned by the MacKeigan family. The property must meet all applicable Zoning requirements, performance standards, and other considerations outlined in the Rental Regulation Ordinance. To note, Short-Term Rentals are not permitted for any Dwelling that is served by a private road serving eight or more Premises, according to the Township’s Private Roads and Driveways Ordinance, as amended or restated, unless the Dwelling is included in the Short-Term Rental Overlay Zone. Further, parking spaces shall be located on a driveway that consists of asphalt, concrete, or gravel.

**SAMPLE MOTIONS**

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

**Motion** to recommend the Township Board **deny** the rezoning application for 10615 Lakeshore Dr. to be included in the Short Term Rental Overlay Zone on the basis of the application not meeting the standards of the Short Term Rental Ordinance.

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

**Motion** to recommend the Township Board **approve** the rezoning application for 10615 Lakeshore Dr. to be included in the Short Term Rental Overlay Zone on the basis of the application meeting the standards of the Short Term Rental Ordinance.

Please contact me prior to the meeting if you have questions.
Rory Thibault  
Grand Haven Charter Township  
Senior Planner  
13300 168th Avenue, Grand Haven, MI 49417

Dear Senior Planner Rory Thibault,

Thank you for working with us to have our two properties (10615 Lakeshore Drive and 10621 Lakeshore Drive) rezoned into the Short-Term Rental Overlay Zone. Both properties fit the criteria and are compatible with the surrounding area.

We own both properties. We purchased 10621 Lakeshore Drive in August of 1988, and it is Suzanne MacKeigan’s primary residence. We purchased 10615 Lakeshore Drive in April of 2021 (owners: Suzanne MacKeigan, Jeffrey MacKeigan, Shannon MacKeigan).

We appreciate the GHT staff, the Planning Commission, and the Township Board working with us to add these two properties to the STR Overlay. The Overlay approach offers the most flexibility, as stated in multiple GHT memos.

Below we provide answers to key questions on rezoning being compatible and consistent with the goals/objectives and appropriate use of the land.

- Is the proposed rezoning compatible with the existing developments or zoning in the surrounding area?
- Is the proposed rezoning consistent with the goals and objectives of the Rental Regulation Ordinance and does it coincide with the STR Overlay Map in terms of an appropriate use of the land?

**10621 Lakeshore Drive**
- Our property at 10621 Lakeshore Drive sits adjacent to 10625 Lakeshore Drive, which is in the STR Overlay Zone, and in total, 34 adjacent lakefront properties to the North are all in the STR Overlay, making this both consistent and compatible.
- 10621 Lakeshore Drive has 120 feet of private Lake Michigan access.
- We have attached information (survey) related to the private road Sunset Trail on the MacKeigan property at 10621 Lakeshore Drive.
- MacKeigan property at 10621 Lakeshore owns private driveway/road and grants ingress and egress easement to three neighboring properties, one of which we own at 10615 Lakeshore.
- No HOA agreements
- No Rental history

**10615 Lakeshore Drive**
- Our property at 10615 Lakeshore Drive sits adjacent to our property at 10621 Lakeshore Drive. Since 1977, 10615 Lakeshore Drive has had Lakeshore access by means of a 20-foot Lake Michigan access easement through the south 20 feet of our above property at 10621 Lakeshore Drive. See attached 1977 Deed and 1988 Deed.
- Extensive Short-Term Rental history for over 35 years from at least 1985 to current. As one example, from 1985-1995, Harry and Kathleen Verhey and their three children, Bonnie, Matt,
and Rob, rented from the prior owner of 10615 Lakeshore Mary Heiles. In addition, as neighbors of Mary Helies, we know firsthand 35 years of short-term rental at 10615 Lakeshore Drive. See an excerpt as an example of the 35-year rental history from Mary Helies.

- We purchased 10615 Lakeshore Drive before adopting the STR Regulations and agree with GHT Superintendent's Memos and ordinances that would qualify this property for the STR Overlay Zone map due to the flexibility of the Overlay approach.
- No HOA agreements.

Respectfully,

Suzanne MacKeigan  
10621 Lakeshore Dr  
10615 Lakeshore Dr

Shannon MacKeigan  
10615 Lakeshore Dr

Jeffrey MacKeigan  
10615 Lakeshore Dr
This Indenture, Made January 24th, 1977

WITNESSETH. That HOWARD W. FANT and JEAN J. FANT, husband and wife, 10621 Lakeshore Dr., and HAROLD C. SCHOLTZ and GRACE J. SCHOLTZ, husband and wife, 10747 Lakeshore Dr., West Olive, Michigan, in consideration of One ($1.00) Dollar and other considerations conveying and warranting to WILLIAM H. HEILES and MARY E. HEILES, husband and wife, as tenants by the entireties, of 707 Fairway Boulevard, Champaign, Illinois, 61820,

the following described lands and premises situated in Township of Grand Haven,
County of Ottawa and State of Michigan, viz:

(1) Commencing at a stone monument at the Southeast (SE) corner of Section 28, Town 7 North, Range 16 West, thence North 88 degrees 50 minutes West 2630.25 to a stone monument in center of highway, thence North 47 minutes West 1326.5 feet to a 3/4 inch gas pipe 2 feet long driven at the Northeast (NE) corner of DUNES TRACT as represented by the unrecorded Plat thereof, which is the Northeast one-half (N1/2) of the South one-half (S1/2) of the Southwest fractional quarter (SW R1/4) of Section 28, Town 7 North, Range 16 West, thence North 88 degrees West 1974.24 feet, thence South 1 degree West 20.00 feet to the place of beginning, running thence North 88 degrees West 100.00 feet, thence South 1 degree West 100.00 feet, thence North 1 degree East 100.00 feet to the place of beginning, the same being Lots 24 and 25 of said unrecorded Dunes Tract; and

(2) All of the non-exclusive right, title and interest of the parties of the first part in and to an easement and right of way by way of necessity from the above described lands and premises to and from Lakeshore Drive (formerly called Sheldon Road) and to and from the shores of Lake Michigan over and across a 20.0 foot roadway described as "Sunset Trail" in said unrecorded DunesTract also known as "The Dunes", and all of the right, title and interest of the parties of the first part in and to an easement and right of way by prescriptive use of an existing roadway and existing walkway to and from the above described lands and premises to said Lakeshore Drive and the shores of Lake Michigan, said easements and rights of way to be used in common with all other parties having rights therein.

TAX STAMP affixed after recording.
Affidavit on file,

Signed in Presence of

Maryann Schreiber
Jean J. Fant
Gracie J. Scholtz
Howard W. Fant
Harold C. Scholtz
John S. Lepard

STATE OF MICHIGAN.
COUNTY OF Ottawa

Before me, a Notary Public, in and for said County, personally appeared Howard W. Fant, Jean J. Fant, Harold C. Scholtz and Grace J. Scholtz, to me known to be the same persons described in and who executed the within instrument, who each respectively acknowledged the same to be their free act and deed.

Prepared by:
Howard W. Fant
Attorney at Law
10621 Lakeshore Drive
West Olive, Michigan 49460

My commission expires October 11, 1980

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on said premises up to the date of this instrument, as appears by the records in my office. This certificate does not apply on taxes, if any, now in process of collection.

Date January 24th, 1977

Signed: Maryann Schreiber
Notary Public, Ottawa County, Michigan

Date January 12th, 1978

Counties Treasurer, Ottawa County, Michigan

SEE FOOT NOTES ON OTHER SIDE
HARRANTY DEED

THE GRANTORS, RONALD W. FANT and JEAN J. FANT, husband and wife, whose address is 1315 South Dauplais, Grand Haven, Michigan 49417, CONVEY AND WARRANT to JOHN M. MacKEIGAN and SUZANNE M. MacKEIGAN, husband and wife, whose address is 72 Sheldon Blvd. S.E., Grand Rapids, Michigan 49503, the following described premises situated in the Township of Grand Haven, County of Ottawa and State of Michigan, to wit:

The South One Hundred Twenty (120) feet of the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of Section 28, Town 7 North, Range 16 West, lying West of Lake Shore Road, together with all riparian rights to Lake Michigan;


The description above conveyed is based upon the location of the South one-eighth (8 1/8th) line of said Southwest fractional one-quarter (SW fractional 1/4) of Section 28, Town 8 North, Range 16 West, as shown on a survey of Williams & Works, No. 48323 dated April, 1958, as recorded in the office of the Register of Deeds for the County of Ottawa and State of Michigan in Liber 501 on page 279.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as herein described, with the appurtenances, unto the said parties of the second part to their heirs and assigns, forever. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the delivery of these presents they are well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever except that the parties of the first part do not warrant title to that part of the above described lands and premises lying Southerly of a line described as commencing at the center of said Section 28 and running thence southerly along the one-quarter (1/4) line 1314 feet to the North line of "The Dunes", an unrecorded plat, thence North 89 degrees 00 minutes (89°00') West 2326.1 feet along the North line of said plat to the shore of Lake Michigan, and that they will, and their heirs, executors, and administrators shall warrant and defend the same against all lawful claims whatsoever, except as above set forth, and subject to and together with easements, restrictive covenants and rights of way of record, including any of the nonexclusive right, title and interest of the parties of the first part in and to an easement and right of way by prescriptive use of an existing roadway and existing walkway over and across a twenty foot roadway described as "Sunset Trail" situated on and about the South twenty feet of the premises herein conveyed.

For the sum of One and NO/100 ($1.00) Dollar. (Affidavit attached hereto.)

Dated this 1st day of August, 1988.

Signed in the presence of

Signed by:

Howard W. Fant

RECORDED 1988 AUG 16 PH 129

CIVIL DISTRICT COURT
OTTAWA COUNTY MICHIGAN
STATE OF MICHIGAN  
COUNTY OF OTTAWA  

The foregoing instrument was acknowledged before me, a notary public, this 
15th day of August, 1988, by Howard W. Fant and wife, Jean J. Fant.

[Signature]

Notary Public
Ottawa County, Michigan
My Commission Expires: June 12, 1990

Prepared by:

Thomas N. Boven, Esq.
Scholten, Fant & Marquis
202 Old Kent Building
P.O. Box 454
Grand Haven, MI 49417-0454
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Total Bookings: 29

$18,142.00  $6,312.30  $1,088.52  $25,542.82  $25,542.82  $0.00
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<th>Description</th>
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| Owner: Sunset Trail - 10615 Lakeshore Dr LLC  
917 Pinecrest Ave SE  
Grand Rapids, MI 49506-3436  
US |
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<tr>
<td>Account: Sunset Trail - 10615 Lakeshore Dr LLC</td>
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<th>Reservation #506882 (08/25/2022 - 08/28/2022) 3 Nights</th>
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<tr>
<td>08/28/2022 Room Charge $963.67</td>
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<tr>
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<th>Reservation #505991 (09/01/2022 - 09/05/2022) 4 Nights</th>
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<th>Reservation #506103 (09/14/2022 - 09/18/2022) 4 Nights</th>
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<tr>
<td>09/18/2022 Room Charge $1,340.13</td>
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<th>Reservation #506314 (09/29/2022 - 10/02/2022) 3 Nights</th>
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<tr>
<td>10/02/2022 Room Charge $959.57</td>
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<td>10/02/2022 Commission Charge $239.89</td>
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<tr>
<td>07/05/2022 Work Order #867 $-75.00</td>
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<td>07/25/2022 Work Order #1018 $-75.00</td>
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<tr>
<th>Vendor Bills</th>
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<tr>
<td>06/16/2022 05/18/22 Inv. 580 Deep cleaning $256.00</td>
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<td>07/22/2022 Deep cleaning 5/19 $227.50</td>
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<td>07/22/2022 Touch up 6/20 $96.00</td>
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<td>08/31/2022 Emergency bat removal $125.00</td>
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<tr>
<td>08/31/2022 08/12/22 Internet questions from guest - guest inquired about using ethernet connection instead of WIFI $20.00</td>
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<tr>
<td>08/31/2022 08/20/22 Purchased and delivered propane tank exchange $50.00</td>
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<td>08/31/2022 08/20/22 Propane exchange $25.64</td>
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<tr>
<th>Payments From Owner</th>
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<tbody>
<tr>
<td>06/24/2022 Check Payment on Owner Account #2068 $534.36</td>
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<tr>
<th>Payments To Owner</th>
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<tbody>
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<td>11/08/2022 ACH Payment made to Owner $719.68</td>
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<td>07/06/2022 ACH Payment made to Owner $1,117.04</td>
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Wed Jun 14 20:08:49 EDT 2023
Owner: Sunset Trail - 10615 Lakeshore Dr LLC
917 Pinecrest Ave SE
Grand Rapids, MI 49506-3436
US

Account: Sunset Trail - 10615 Lakeshore Dr LLC

04/30/2022 Check payment made to Owner 10615 Lakeshore Dr LLC (2068) $534.36

$28,382.51 $28,382.51

Thank you for being a valued owner client in the BVW-Unsalted Vacations management program. Here is your monthly statement. If you have any questions or concerns when reading your statement please let your account manager know and they will be happy to go over it with you.

Income is disbursed via ACH and is initiated at the time the statement is published. It usually takes 1-2 business days for it to settle into your account.

If you happen to owe a balance, payment is due upon receipt. You can mail checks to BVW-Unsalted Vacations at 332 E Lakewood Blvd Suite 400 Holland, MI 49424

Thank you,
BVW-Unsalted Vacations Management Team

Transaction Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>YTD</th>
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<td>Payments From Owner</td>
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<td>Payments To Owner</td>
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Wed Jun 14 20:08:49 EDT 2023
Owner: Sunset Trail - 10615 Lakeshore Dr LLC
917 Pinecrest Ave SE
Grand Rapids, MI 49506-3436
United States

Account: Sunset Trail - 10615 Lakeshore Dr LLC
Year: 2023 Period: 5

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Charges</th>
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<tr>
<td></td>
<td>Unit: Sunset Trail</td>
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<tr>
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<td>Reservation #507874 (05/04/2023 - 05/09/2023) 5 Nights</td>
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<td>05/08/2023</td>
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<td></td>
<td>Payments To Owner</td>
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<tr>
<td>06/09/2023</td>
<td>ACH Payment made to Owner</td>
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<td>Statement Balance:</td>
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</tbody>
</table>

Target: $0.00
Due By Owner: $0.00
Due To Owner: $0.00

Statement Memo:

Thank you for being a valued owner client in the BVW-Unsalted Vacations management program. Here is your monthly statement. If you have any questions or concerns when reading your statement please let your account manager know and they will be happy to go over it with you.

Income is disbursed via ACH and is initiated at the time the statement is published. It usually takes 1-2 business days for it to settle into your account.

If you happen to owe a balance, payment is due upon receipt. You can mail checks to BVW-Unsalted Vacations at 332 E Lakewood Blvd Suite 400 Holland, MI 49424

Thank you,
BVW-Unsalted Vacations Management Team
**Owner:** Sunset Trail - 10615 Lakeshore Dr LLC  
917 Pinecrest Ave SE  
Grand Rapids, MI 49506-3436  
United States

**Account:** Sunset Trail - 10615 Lakeshore Dr LLC

<table>
<thead>
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<th>Transaction Summary</th>
<th>Period</th>
<th>YTD</th>
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<tr>
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</tr>
<tr>
<td>Commission Charge</td>
<td>-$573.57</td>
<td>-$573.57</td>
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**Net**  
$0.00  
$0.00
EASEMENT

This easement ("Easement") is granted effective on the 4TH day of March, 2005, by JOHN M. MACKEIGAN and SUZANNE M. MACKEIGAN, husband and wife, of 215 Morningside Drive SE, Grand Rapids, Michigan 49506 (the "MacKeigans") to FREDERICK T. MAIER and BETH D. MAIER, 10589 Lakeshore Drive, West Olive, Michigan 49460 (the "Maiers").

RECITALS:

A. The MacKeigans are the owners of real property located in the Township of Grand Haven, Ottawa County, Michigan, legally described on the attached Exhibit A (hereafter referred to as the "MacKeigan Parcel"). The Maiers are the owners of an undivided interest in real property located in the Township of Grand Haven, Ottawa County, Michigan, legally described on the attached Exhibit B (hereafter referred to as the "Maier Parcel").

B. The south 20 feet of the MacKeigan Parcel is a strip of land extending in an easterly-westerly direction between the public right-of-way known as Lakeshore Drive and Lake Michigan (the "Strip").

C. Both the MacKeigan Parcel and the Maier Parcel have used an existing road lying largely within the Strip for ingress and egress from and to Lakeshore Drive (the "Road").

D. The Road is shown on a survey by Westshore Engineering and Surveying, Inc., dated July 6, 1988, Job No. WS-88-526 revised, a copy of which is in the possession of each party (the "Survey").

E. The Maier Parcel has used an area within the Strip lying between the west end of the Road and the foredunes of Lake Michigan to facilitate turning around trailers or other vehicles entering and leaving the Maier Parcel (the "Turnaround").

F. The owners of the MacKeigan Parcel and the Maier Parcel have had differences concerning the extent of the use of the Strip by the Maier Parcel. This Easement is granted and accepted for the purpose of resolving those differences; the consideration being less than $100, this is exempt from State and County transfer taxes.
THE PARTIES AGREE AS FOLLOWS:

1. **Grant of Road Easement.** In consideration of the premises, the MacKeigans hereby grant to the Maiers, their successors, heirs, personal representatives, assigns, and creditors, a perpetual nonexclusive easement ("Road Easement") and right-of-way across, over, and through the Road. The Road Easement shall not be obstructed by any party except for one gate that may be installed by the owner of the MacKeigan Parcel as hereinafter provided.

2. **Grant of Turnaround Easement.** In consideration of the premises, the MacKeigans hereby grant to the Maiers, their successors, heirs, personal representatives, assigns, and creditors, a perpetual nonexclusive easement ("Turnaround Easement") across and over that portion of the Strip lying between the west end of the Road Easement and a line that is thirty-one (31) feet west of and parallel to an extension of the east wall of the MacKeigans’ garage as it is located on this date, said line being parallel to an extension of the west wall of the brick barbeque pit located adjacent to the MacKeigans’ garage as of this date. The MacKeigans may at their expense locate the west line of the Turnaround Easement by the setting of survey monument(s) which will thereafter be conclusive as to its location. The sole purpose of the Turnaround Easement shall be to accommodate the turning around of trailers and vehicles entering or leaving the Maier Parcel and for temporary parking as hereinafter defined. The Turnaround Easement may not be obstructed. The Turnaround Easement area may not be enlarged, extended, or improved, except by the owner of the MacKeigan Parcel. The Turnaround Easement may be used by the Maiers when necessary for occasional temporary overflow guest parking ("Temporary Parking"). Such Temporary Parking shall be permitted to the Maiers and their guests (a) only when necessary to accommodate invited guests of the Maiers; (b) on not more than four occasions per year; and (c) for no longer than 24 hours on each occasion.

3. **Repair.** The MacKeigans agree at their expense to maintain the Road and the Turnaround Easement. If the Maiers obtain at their expense a permit from the Michigan Department of Environmental Quality (MDEQ) and other regulatory agencies having jurisdiction, the Turnaround Easement shall be cleared of sand by the MacKeigans to the westerly line referenced in paragraph 2 above. The Turnaround Easement shall be kept reasonably free from accumulation of sand and maintained as a reasonably flat level area. The road shall be maintained using the same sand and gravel materials as have been used from time to time by the MacKeigans to improve the road, and the MacKeigans may use such other materials as they deem appropriate.

4. **Gate.** The MacKeigans may install, remove, and reinstall or relocate a gate at the entrance of or along the Road Easement, provided that the Maiers are provided keys or combinations to any lock securing the gate. The gate shall be locked except when persons are present upon or residing in one or more of the parcels that have the right to use the Road.
5. **Dune Maintenance.** In the event the Maiers apply for a permit from the Michigan Department of Environmental Quality (MDEQ) and other regulatory agencies having jurisdiction to reshape or lower the foredune on their property to reduce blowing sand ("**Dune Maintenance**"), the MacKeigans agree that such Dune Maintenance may include some reshaping or lowering of the foredune in the Strip west of the Turnaround Easement to reduce blowing sand, provided that (a) the Maiers shall notify the MacKeigans in advance of the permit request and proposed Dune Maintenance; (b) any Dune Maintenance in the Strip west of the Turnaround Easement shall be subject to the MacKeigans’ approval, which approval shall not be unreasonably withheld; (c) the Dune Maintenance shall not involve the MacKeigans’ property to the north of the Strip; and (d) the Maiers shall at their expense pay the cost of any required permits and the Dune Maintenance.

6. **Runs With the Land.** The Road Easement, Turnaround Easement, and the rights set forth herein shall be appurtenant to and shall run with the land referenced herein and on the attachments hereto and shall be binding upon and inure to the benefit of the persons signing below, their successors in title in and to the lands referenced herein, and their successors, heirs, personal representatives, assigns, and creditors.

The parties have executed this Easement effective as of the day and year first stated above.

\[Signature\]

John M. MacKeigan

\[Signature\]

Suzanne M. MacKeigan

STATE OF MICHIGAN  
COUNTY OF KENT  

The foregoing instrument was acknowledged before me this 8th day of **August** 2005, by John M. MacKeigan and Suzanne M. MacKeigan, husband and wife.

\[Signature\]

Lesia Mechina

Notary Public, Kent County, Michigan
Acting in Kent County, Michigan
My commission expires: **6-13-05**
ACCEPTED BY:

WITNESS:

Frederick T. Maier
Beth D. Maier

STATE OF MICHIGAN    )
COUNTY OF KENT    ) ss.

The foregoing instrument was acknowledged before me this 19th day of February, 2005, by Frederick T. Maier and Beth D. Maier, husband and wife.

Virginia A. Gouger
Notary Public, Kent County, Michigan
Acting in Kent County
My commission expires 08/10/2010

PREPARED BY:

Peter L. Gustafson
Warner Norcross & Judd LLP
900 Fifth Third Center
111 Lyon Street, NW
Grand Rapids, Michigan 49503
(616) 752-2121

06614 (001) 278940.01
EXHIBIT A

MacKeigan Parcel

Land in the Township of Grand Haven, County of Ottawa, State of Michigan, described as follows:

The South One Hundred Twenty (120) feet of the North one-half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 16 West, lying West of Lake Shore Road.
EXHIBIT B
MAIER PARCEL

An undivided 1/2 interest as tenant in common in the following described property:
Commencing at a stone monument at the Southeast corner of Section 28, Town 7
North, Range 16 West, thence North 88 degrees 50 minutes West 2630.25 feet
to a stone monument in center of highway, thence North 0 degrees, 47 minutes
West 1326.5 feet to a 3/4 inch iron pipe, two feet long driven at the North-
east corner of the Dunes Tract as represented by the unrecorded plat thereof,
which is the North Half of the South Half of the Southwest fractional Quarter
Section 28, Town 7 North, Range 16 West. Thence North 89 degrees 0 minutes
West 2174.24 feet to a 3/4 inch iron pipe, two feet long, driven into the
ground; thence South 1 degree and 0 minutes West 40 feet to place of
beginning, thence South 1 degree 0 minutes West 30 feet; thence South 89
degrees 0 minutes East 80 feet; thence North 1 degree 0 minutes East 50 feet,
thence North 89 degrees and 0 minutes West 60 feet, thence on a curve to the
left having a 20 foot radius 31.42 feet to place of beginning, being the
West portion of Lot 1 of the Dunes Tract.

A parcel of land commencing at a stone monument at Southeast corner of
Section 28, Town 7 North, Range 16 West, thence North 88 degrees 50 minutes
West 2630.25 feet to a stone monument in center of highway, thence North
0 degrees 47 minutes West 1326.5 feet to a 3/4 inch gas pipe 2 feet long
driven at Northeast corner of Dunes Tract as represented by the unrecorded
plat thereof, which is the North Half of South Half of Southwest fractional
Quarter of Section 28, Town 7 North, Range 16 West, thence North 89 degrees
0 minutes West 2174.24 feet to a 3/4 inch gas pipe, 2 feet long, driven
into the ground; thence South 1 degree 00 minutes West 40 feet to place of
beginning, thence South 1 degree 0 minutes West 80 feet, thence South 89
degrees 0 minutes East 100 feet, thence North 1 degree 0 minutes East 100 feet,
thence North 89 degrees 0 minutes West 80 feet, thence on a curve to left
having a 20 foot radius, 31.42 feet to place of beginning, being all of
Lots 1 and 2, Dunes Tract, except the Westerly 80 feet of the Northerly
50 feet thereof heretofore conveyed by grantees by deed recorded in Liber
539 Page 49 Ottawa County Records.
EASEMENT

THIS EASEMENT ("Easement") is granted on this 23rd day of December, 2003, by JOHN M. MACEIGAN and SUZANNE M. MACEIGAN, husband and wife, of 215 Morningside Drive, S.E., Grand Rapids, Michigan 49506 (the "MacKeigans").

RECITALS:

A. The MacKeigans are the owners of real property located in the Township of Grand Haven, Ottawa County, Michigan, legally described on the attached Exhibit A (hereafter referred to as the "MacKeigan Parcel"). Jack D. Cook ("Cook") is the owner of an undivided interest in real property located in the Township of Grand Haven, Ottawa County, Michigan, legally described on the attached Exhibit B (hereafter referred to as the "Cook Parcel").

B. The south 20 feet of the MacKeigan Parcel is a strip of land extending in an easterly-westerly direction between the public right of way known as Lakeshore Drive and Lake Michigan (the "Strip").

C. Both the MacKeigan Parcel and the Cook Parcel have used an existing road lying largely within the Strip for ingress and egress from and to Lakeshore Drive (the "Road").

D. The Road is shown on a survey by Westshore Engineering and Surveying, Inc. dated July 6, 1988, Job No. WS-88-526 revised, a copy of which is in the possession of each party (the "Survey").

E. The Cook Parcel has used an area within the Strip lying between the west end of the Road and the foredunes of Lake Michigan to facilitate turning around trailers or other vehicles entering and leaving the Cook Parcel (the "Turnaround").

F. The owners of the MacKeigan Parcel and the Cook Parcel have had differences concerning the extent of the use of the Strip by the Cook Parcel. This Easement is granted and accepted for the purpose of resolving those differences; the consideration being less than $100, this is exempt from State and County transfer taxes.

THE PARTIES AGREE AS FOLLOWS:

1. Grant of Road Easement. In consideration of the premises, the MacKeigans hereby grant to Cook, his successors, heirs, personal representatives, assigns, and creditors, a perpetual non-exclusive easement ("Road Easement") and right of way across, over and through
the Road. The Road Easement shall not be obstructed by any party except for one gate that may be installed by the owner of the MacKeigan Parcel as hereinafter provided.

2. **Grant of Turnaround Easement.** In consideration of the premises, the MacKeigans hereby grant to Cook, their successors, heirs, personal representatives, assigns, and creditors, a perpetual non-exclusive easement ("Turnaround Easement") across and over that portion of the Strip lying between the west end of the Road Easement and a line that is 20 feet west of and parallel to an extension of the east wall of the MacKeigans' garage as it is located on this date. The sole purpose of the Turnaround Easement shall be to accommodate the turning around of trailers and vehicles entering or leaving the Cook Parcel. The Turnaround Easement may not be obstructed. Cook may keep the Turnaround Easement area free of sand and vegetation to the extent lawful and necessary for its use, but the Turnaround Easement area may not be enlarged, extended, or improved, except by the owner of the MacKeigan Parcel. The owner of the MacKeigan Parcel may fence, gate, grow vegetation, place rocks or other obstructions on and westerly of the western most end of the Turnaround Easement.

3. **Repair.** Cook may repair the Road at his own expense to the extent necessary to keep it passable. All such repairs will use the same materials as may have at the time of the repairs been used by the MacKeigans to improve the Road, which at this date is sand and gravel.

4. **Gate.** The MacKeigans may install, remove and reinstall or relocate a gate at the entrance of or along the Road Easement, provided that Cook is provided keys or combinations to any lock securing the gate. The gate shall be locked except when persons are present upon or residing in one or more of the parcels that have the right to use the Road.

5. **Runs with the Land.** The Road Easement, Turnaround Easement, and the rights set forth herein, shall be appurtenant to and shall run with the land referenced herein and on the attachments hereto and shall be binding upon and inure to the benefit of the persons signing below, their successors in title in and to the lands referenced herein, and their successors, heirs, personal representatives, assigns, and creditors.

The parties have executed this Easement as of the day and year first stated above.

[Signature]

John M. MacKeigan

[Signature]

Suzanne M. MacKeigan
STATE OF MICHIGAN )
 )ss.
COUNTY OF KENT )

The foregoing instrument was acknowledged before me this ______ day of December, 2003, by John M. MacKeigan and Suzanne M. MacKeigan, husband and wife.

Lesia Motiva
NOTARY PUBLIC, Kent County, Michigan
My commission expires: 6-13-04

ACCEPTED BY:

WITNESS:

Ann M. Kneeland

Jack D. Cook

STATE OF MICHIGAN )
 )ss.
COUNTY OF Van Buren )

The foregoing instrument was acknowledged before me this 25th day of November, 2003, by Jack D. Cook, a single man.

Terri A. Peterson
NOTARY PUBLIC, Terri A. Peterson
Van Buren County, Michigan
My commission expires: April 7, 2004

Drafted By and Return To:
Richard A. Durell
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Avenue, N.W.
P.O. Box 360
Grand Rapids, Michigan 49501-0360

After recording return to Draftsman.
EXHIBIT A

MacKeigan Parcel

Land in the Township of Grand Haven, County of Ottawa, State of Michigan, described as follows:

The South One Hundred Twenty (120) feet of the North one-half (N 1/2) of the Southwest Quarter (SW 1/4) of Section 28, Town 7 North, Range 16 West, lying West of Lake Shore Road.
EXHIBIT B

Cook Parcel

Land in the Township of Grand Haven, Ottawa County, Michigan, described as:

A parcel of land commencing at a stone monument at Southeast corner of Section 28, Town 7 North, Range 16 West, thence North 88° 50' West 2630.25 feet to a stone monument in center of highway, thence North 0° 47' West 1326.5 feet to a 3/4" gas pipe 2 feet long driven at Northeast corner of Dunes Tract as represented by the unrecorded plat thereof, which is the North 1/2 of South 1/2 of Southwest fractional 1/4 of Section 28, Town 7 North, Range 16 West, thence North 89° 0' West 2174.24 feet to a 3/4" gas pipe, 2 feet long, driven into the ground; thence South 1° 00' West 40 feet to place of beginning, thence South 1° 0' West 80 feet, thence South 89° 0' East 100 feet, thence North 1° 0' East 100 feet, thence North 89° 0' West 80 feet, thence on a curve to left having a 20 foot radius, 31.42 feet to the place of beginning, being all of Lots 1 and 2, Dunes Tract, except the Westerly 80 feet of the Northerly 50 feet thereof, heretofore conveyed by grantors by deed recorded in Liber 539 on page 49, Ottawa County Records.
Short Term Rental Map
Eligible Land vs. Non-Eligible Land
Level of Restriction = Overlay Zone

Legend
- Additions to the STR Overlay
- STR - Eligible
- STR - Not Eligible
- Private Road Neighborhoods

Revised 05/22/2022
Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT – CORPORATION

for

POPLAR DRIVE DUNES ASSOCIATION

ID NUMBER: 757196

received by facsimile transmission on August 31, 1998 is hereby endorsed

Filed on September 1, 1998 by the Administrator.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1st day of September, 1998.

Julie Croll

, Director

Corporation, Securities and Land Development Bureau
CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:  POPLAR DRIVE DUNES ASSOCIATION

2. The identification number assigned by the Bureau is:  757-196

3. The location of the registered office is:

   10545 Lakeshore Drive  West Olive  49460
   (Street Address)  (City)  (Zip Code)

4. Article VIII Section (a) of the Articles of Incorporation is hereby amended to read as follows:

   (a) Only persons and members of their immediate families who own legal or equitable title to any real property in Section 28, Grand Haven Township, Ottawa County, Michigan, lying between Lakeshore Drive and Lake Michigan who access their properties by way of a driveway that is known as Poplar Drive may be Members of the corporation, and no other person or entity shall be entitled to membership.
5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the __28th__ day of August ___1998_, in accordance with the provisions of the Act by the unanimous consent of the incorporators(s) before the first meeting of the Board of Directors or Trustees.

Signed this __28th__ day of August __1998_.

(Signature)  

Jack Brace

(Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the __________ day of __________, 19___, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☐ at a meeting. The necessary votes were cast in favor of the amendment.

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a profit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ by written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

☐ by the board of a profit corporation pursuant to section 811(2).

Profit Corporations

Signed this __ day of _____________, 19__

By ________________________
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)  (Type or Print Title)

Nonprofit Corporations

Signed this __ day of _____________, 19__

By ________________________
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

(Type or Print Name)  (Type or Print Title)