

AGENDA
Cascade Charter Township Planning Commission
Monday, February 24, 2020
7:00 pm
Cascade Library Wisner Center
2870 Jacksmith Ave. SE

- ARTICLE 1. Call the Meeting to order
Record the attendance**
- ARTICLE 2. Pledge of Allegiance to the Flag**
- ARTICLE 3. Approve the current Agenda**
- ARTICLE 4. Approve the Minutes of the January 20, 2020 Meeting**
- ARTICLE 5. Acknowledge visitors and those wishing to speak to non-agenda items.
(Comments are limited to five minutes per speaker.)**
- ARTICLE 6. Presentation of Resolution to Jack Lewis**
- ARTICLE 7. Case # 20-3574 Edward Rose Development Company
Public Hearing
Property Address: 5794 Broadmoor Ave
Requested Action: The Applicant is requesting a Type I Special Use Permit to install a TV Antenna for their apartment complex at 5794 Broadmoor Ave.**
- ARTICLE 8. Case # 19-3570 Augusta Tower
Property Address: 5680 Kraft Ave SE
Requested Action: Site Plan Review for a new warehouse, which includes speculative space.**
- ARTICLE 9. Cascade Township Planning Commission 2020 Workplan**
- ARTICLE 10. Adjournment**

Meeting format

- | | | |
|---|---|--|
| 1. Staff Presentation | <i>Staff report and recommendation</i> | |
| 2. Project presentation- | <i>Applicant presentation and explanation of project</i> | |
| a. PUBLIC HEARINGS | | |
| i. <i>Open Public Hearing.</i> | <i>Comments are limited to five minutes per speaker; exception may be granted by the chair for representative speakers and applicants</i> | |
| ii. <i>Close public hearing</i> | | |
| 3. Commission discussion – | <i>May ask for clarification from applicant, staff or public</i> | |
| 4. Commission decision - Options | | |
| a. <i>Table the decision</i> | c. <i>Approve</i> | e. <i>Recommendation to the Township Board</i> |
| b. <i>Deny</i> | d. <i>Approve with conditions.</i> | |

MINUTES
Cascade Charter Township
Planning Commission
Monday, January 20, 2020
7:00 P.M.

ARTICLE 1. Vice Chairman Rissi called the meeting to order at 7:00 P.M.
Members Present: Katsma, Johnson, Rissi, Slater, Deering, Rapin, Krieter, and Moxley
Members Absent: (excused) Noordyke
Others Present: Community Development Director, Steve Peterson and those listed on the sign in sheet.

ARTICLE 2. Pledge of Allegiance.

ARTICLE 3. Approve the current Agenda.

Motion was made by Member Krieter to approve the Agenda. Supported by Member Johnson. Motion carried 8 to 0.

ARTICLE 4. Approve the Minutes of the December 16, 2019 Meeting.

Motion was made by Member Johnson to approved with noted correction. Supported by Member Deering. Motion carried 8 to 0.

ARTICLE 5. Acknowledge visitors and those wishing to speak to non-agenda items.

None.

ARTICLE 6. Election of Officers

Director Peterson stated that a Chair, Vice Chair, and Secretary will be elected, along with committee appointments (including VDRC), and a Planning Commission Member on the Zoning Board of Appeals. Member Slater is not eligible to be an officer as she is on the Township Board.

Members introduced themselves; elections followed.

Appointment to the Village Design Review Committee: Member Krieter

Motion was made by Member Johnson to appoint Member Krieter to the Village Design Review Committee for a one-year term. Supported by Member Moxley. Motion carried 8 to 0.

Appointment to the Zoning Board of Appeals: Member Moxley

Motion was made by Member Johnson to appoint Member Moxley to the Zoning Board of Appeals for a one-year term. Supported by Member Krieter. Motion carried 8 to 0.

Election of officers of the Planning Commission:

Chairman: Member Rissi

Motion was made by Member Moxley to elect Member Rissi to a one-year term. Supported by Member Johnson. Motion carried 8 to 0.

Vice-Chairman: Member Johnson

Motion was made by Member Moxley to elect Member Johnson to a one-year term. Supported by Member Katsma. Motion carried 8 to 0.

Secretary: Member Katsma

Motion was made by Member Slater to elect Member Katsma to a one-year term. Supported by Member Krieter. Motion carried 8 to 0.

Director Peterson stated that the following Agenda items are beginning of the year handouts for review and a reminder.

ARTICLE 7. 2019 Annual Report

Director Peterson presented the report to Members for review, and asked if anyone had any questions. There were none asked at this time.

ARTICLE 8. Rules of Conduct

Director Peterson reminded Members about communication rules with other Members, applicants, neighbors, builders, and the general public. Director Peterson stated that should Members be approached by anyone when out, they should inform members of the public that communication needs to take place at/during Planning Commission Meetings.

ARTICLE 9. Planning Principles

Director Peterson presented the Planning Principles to Members for review.

ARTICLE 10. 2020 Calendar

Director Peterson noted Meeting dates that are moved for holidays, and a busy election year with the Friends Room being used for that purpose.

ARTICLE 11. Any other business

A contact list was passed around for the purpose of being updated if needed.

Member Rapin asked Director Peterson if he is the point of contact for communication purposes, Director Peterson confirmed that he is.

ARTICLE 12. Adjournment

**Motion was made by Member Johnson to adjourn. Supported by Member Krieter.
Motion carried 8 to 0. The meeting was adjourned at 7:20 p.m.**

Respectfully submitted,
Brett Katsma, Secretary

**Resolution 1 of 2020
Cascade Charter Township
Kent County, Michigan**

Whereas, Jack Lewis has served as a current member on the Cascade Charter Township Planning Commission since 2003; and

Whereas, Jack Lewis has served on the Planning Commission several times dating back to 1983 and;

Whereas, Jack Lewis has also been a member of the Zoning Board of Appeals, was a founding member of the Cascade Community Foundation and has served on the Township Board from 2008-present and 1974-1984; and

Whereas, Jack Lewis has been associated with good and responsible township government for his community; and

Whereas, Jack Lewis showed sincerity and interest, was prepared and formed rational decisions at the meetings; and

Therefore Be It Resolved, that the Cascade Charter Township Planning Commission hereby gives its heartfelt appreciation to Jack for his service to the community.

The foregoing Resolution was adopted on February 24, 2020 by the Cascade Charter Township Planning Commission.

Scott Rissi, Chairperson

STAFF REPORT: Case # 20-3574
REPORT DATE: January 16, 2020
PREPARED FOR: Cascade Charter Township Planning Commission
MEETING DATE: February 24, 2020
PREPARED BY: Steve Peterson, Community Development Director

APPLICANT:

Edward Rose Development Company
Kirsten Rimes
6101 Newport Road
PO Box 3015
Kalamazoo MI 49003

STATUS

OF APPLICANT: property owner.

REQUESTED ACTION: The applicant is requesting a Type I special use permit to install a TV Antenna for their apartment complex at 5794 Broadmoor Ave.

EXISTING ZONING OF
SUBJECT PARCEL(s): PUD 50

GENERAL LOCATION: The property is located on the East side of Broadmoor Ave just north of 60th St.

PARCEL SIZE: Approximately 47 Acres

EXISTING LAND USE
ON THE PARCEL: Vacant-Approved Multi Family residential

ADJACENT AREA
LAND USES: Vacant/Hotel/industrial

ZONING ON ADJOINING
PARCELS: PUD 50

STAFF COMMENTS

1. The applicant is requesting a Type I special use permit to allow the construction of a new TV Antenna.
2. The height of the antenna will be about 80 feet.

3. The tower would be placed on the north side of the property about 700 feet from Town Center Dr and about 515 feet to the north property line. There is a 80 foot clear fall zone around the tower.
4. The tower would be easiest to see from the west. There are no homes within the vicinity of this tower. The new apartment project that the antenna will serve will be the closest to the structure.
5. This antenna was not part of the original site plan for the apartment complex but was something that they indicated they had always planned.
6. The airport has already approved the antenna.
7. Upon review of a Type I Special Use Permit for a Cellular Tower, Section 17.03 of the zoning ordinance requires that before a permit is issued for the placement of a tower the following items must be satisfied.

Standards	Comment
The application for special use approval for the tower shall include a visual impact analysis, prepared by the applicant, which includes graphic depiction of the anticipated visual appearance of the tower from important vantage points in the surrounding area. Methods used in preparing the analysis shall be reviewed and approved by the Planning Director.	They have provided a couple of photos of similar project that they have done to show what the tower would look like. Given where it is being proposed it does not seem any other graphics are warranted.
A cellular phone or other personal communications services antenna tower shall be exempt from building height limits, provided, however, that the tower height shall be the minimum height necessary to serve its intended function. Tower setbacks shall be determined by the Planning Director based on tower height and proximity to residential areas.	With the location so close to the airport the height is limited. Based on what other cell towers have attempted to build in this area this is probably the maximum height for a tower in the area.
The application shall include a list of all properties investigated for placement of the proposed tower and the rationale for selecting the proposed location.	Given that this is a TV antenna for the apartment complex this is the only property they have considered.
It is not feasible to provide equivalent service by locating the antenna on an existing tower or other existing structure in the Township.	Not applicable.
Subject to items (c) and (d) above, the proposed tower shall be located the maximum distance reasonable from an existing tower supporting an antenna of the same carrier.	Not Applicable
A view from a residence and its immediate perimeter which encompasses landscape features substantially free of man-made alteration, as a result of the unique topographic placement of the home.	They have provided a cross section to gain perspective on the impact of the tower.

<p>A view which is a dominant feature of a residential building site, and which contributes significantly to the value of the residential building site as evidenced by the placement of a home on the site, the size, number and orientation of windows on the home, and the location and orientation of improved outdoor spaces on the home site, such as patios and decks.</p> <p>The fact that the proposed tower may be visible from a residence shall not be considered an adverse impact on a significant view.</p>	<p>Not Applicable</p>
<p>The tower and ancillary building housing equipment needed for operation of the tower shall be of a size, type, color and exterior materials which are aesthetically and architecturally compatible with the surrounding area, and as minimally obtrusive as possible. Landscape screening may be required by the Planning Commission to accomplish screening of ancillary equipment buildings.</p>	<p>The do not propose any structure other than the antenna. The equipment will be housed in a nearby building that has already been approved as part of the apartment complex.</p>
<p>The applicant shall provide documentation of any lighting to be installed on the tower. If tower lighting is required or proposed, the tower may not be approved unless the Planning Commission determines that it will not have a significant adverse aesthetic impact on properties and residents of the surrounding area.</p>	<p>No lighting is proposed</p>
<p>The applicant shall provide documentation of conformance with the Kent County International Airport Zoning Ordinance.</p>	<p>The Airport has already approved of the antenna.</p>
<p>The owner/operator of the tower shall agree to permit use of the tower by other communications services providers, including local government agencies, on reasonable terms, so long as such use does not conflict with the owner/operator's use of the tower.</p>	<p>This type of TV antenna would not allow any co-locations</p>
<p>If, for any reason, the tower ceases operation or is abandoned, the Township may order its removal from the site. The owner of the tower and/or the property owner will have three (3) months to remove the tower upon receiving notification from the Township to do so. If the tower is not removed within the specified time period and an extension is not granted by the Township, the Township may cause the removal of the tower. After removal of the tower by the Township, a notice shall be mailed to the tower owner and the property owner stating the nature of the work done and demanding payment of the costs as certified by the Building Official together with an additional twenty (20) percent for inspection and incidental costs</p>	<p>Standard Met</p>
<p>The applicant shall provide an affidavit signed by the property owner(s), on a form provided by the Township, indicating approval from the property owner to allow placement of the tower and ancillary building at the proposed site and acknowledging the Township's</p>	<p>Not Applicable</p>

requirements regarding removal of the tower as stated in subsection i, above.	
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STAFF RECOMMENDATION:

Staff is recommending approval of the TV antenna as requested.

Attachments : applicant materials



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan
49546-7140

PLANNING & ZONING APPLICATION

APPLICANT: Name: Edward Rose Development Company, L.L.C./ Attn: Kirsten Rimes
Address: 6101 Newport Road, PO Box 3015
City & Zip Code Kalamazoo, MI 49003-3015
Telephone: 269-321-7836
Email Address: kirsten_rimes@edwardrose.com

OWNER: * (If different from Applicant)

Name: _____
Address: _____
City & Zip Code: _____
Telephone: _____
Email Address: _____

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)

- | | |
|--|--|
| <input type="checkbox"/> Administrative Appeal | <input type="checkbox"/> Administrative Site Plan Review |
| <input type="checkbox"/> Deferred Parking | <input type="checkbox"/> P.U.D. – Rezoning * |
| <input type="checkbox"/> P.U.D. – Site Condominium * | <input type="checkbox"/> Rezoning |
| <input type="checkbox"/> Site Plan Review * | <input type="checkbox"/> Sign Variance |
| <input checked="" type="checkbox"/> Special Use Permit | <input type="checkbox"/> Subdivision Plat Review * |
| <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other: _____ * |

** Requires an initial submission of 5 copies of the completed site plan*

BRIEFLY DESCRIBE YOUR REQUEST:**

See Attached

(**Use Attachments if Necessary)

-SEE OTHER SIDE-

LEGAL DESCRIPTION OF PROPERTY:**

See attached

(**Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 31-325-005

ADDRESS OF PROPERTY: 5794 Broadmoor Ave. SE, Grand Rapids, MI 49512

PRESENT USE OF THE PROPERTY: Vacant/approved for multifamily

NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:

Name(s)	Address(es)
<hr/>	<hr/>
<hr/>	<hr/>

SIGNATURES

I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.

I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)

Owner – Print or Type Name
(*If different from Applicant)

* _____
Owner’s Signature & Date
(*If different from Applicant)

Greg Stowers
Applicant – Print or Type Name


Applicant’s Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU

January 13, 2020

Special Use Permit Narrative

Owner/Applicant: Edward Rose Development Company, L.L.C.
Kirsten Rimes
Location: Meadowbrooke Apartments
Intersection of Broadmoor Ave. SE and 60th Street SE

Edward Rose Development Company, L.L.C. is requesting a Special Use Permit to install a 80' Master Antenna Television (MATV) tower near the north end of the site located on the northeast corner of Broadmoor and 60th Street SE. We are currently developing the property as a 492-unit multifamily development.

This antenna tower will provide over-the-air television to our residents at no cost. Because these antennae have specific requirements for open space around them, colocation of other antennae or transmitting telecommunication equipment is prohibited. This tower will not be used for wireless/cellular services; it will only be used to receive over-the-air signals.

The tower is to be located approximately 700' from the Town Center Drive and approximately 515' from the north property line. There is an 80' clear fall zone surrounding the structure. No easements are required for the tower; Edward Rose and Sons will maintain ownership of the tower and all mounted antennae.

Enclosed with the application are the following items:

- Application
- Check for \$500 Special Use Application fee
- Site Plan with tower location
- Engineering drawings for the tower
- Exhibits A, B, and C.

Below addresses the required items listed Chapter 17.03, 1., h. "Cellular Antenna Towers and Masts" of the Charter Township of Cascade Zoning Ordinance.

1. Included is a sections showing the view of the tower from Broadmoor Ave., near Town Center Court, and the Executive Parkway, south of the wetland area on the north end of the site. Photographs of existing antennas located at Byron Lakes and Green Ridge Apartments are also included. See Exhibit A.
2. The tower is not a cellular phone or personal communications service antenna tower. The proposed tower is as a Master Antenna Television Tower (MATV). Six over-the-air antennas will be installed on the tower. The antenna dimensions

are included on Exhibit B. The size and spacing of the antenna dictate the height of the tower. Because the cost of a taller tower is higher, we install the shortest tower to function for the required antenna.

3. Edward Rose Development Company, L.L.C. does not own any additional land in the area; therefore, we did not investigate alternative sites. The signals received from the antenna are transmitted via hardwired to the headend room located in the proposed community building on the site. The close proximity of the tower to the headend room is critical.
4. The MATV technology is unlike cellular phone technology. The antennas that will be mounted on the tower are specific to the stations what we are picking up. As mentioned, they requires specific spacing and cannot be collocated with other antenna.
5. N/A
6. The tower will not be located within ¼ mile of any other residential areas.
7. The headend room associated with the tower will be located in the community building on the site. This building has already been approved.
8. Lighting is not required on the tower. See Exhibit C, letter from the Federal Aviation Administration Southwest Regional Office.
9. See Exhibit C, letter from the Federal Aviation Administration Southwest Regional Office.
10. Because of the spacing requirements of the antenna and the height of the tower, additional antennas cannot be installed on the tower.
11. We understand the that if the antenna tower is no longer being used, it is our responsibility to remove the tower pursuant to the Charter Township of Cascade Ordinance.
12. We understand that if the required height of the tower decreased, we will reduce the height of the tower.
13. The MATV tower does not meet the requirements of the affidavit because the affidavit is specific to cellular antenna towers.
14. N/A

The proposed antenna tower is an amenity to our residents as it provides free local television stations to each unit. Please contact Kirsten Rimes at 269-321-7836 with any questions.



80' SMATV Antenna Tower

Town Center Drive

Executive Parkway

Broadmoor Ave.

Section

1500'

1500'

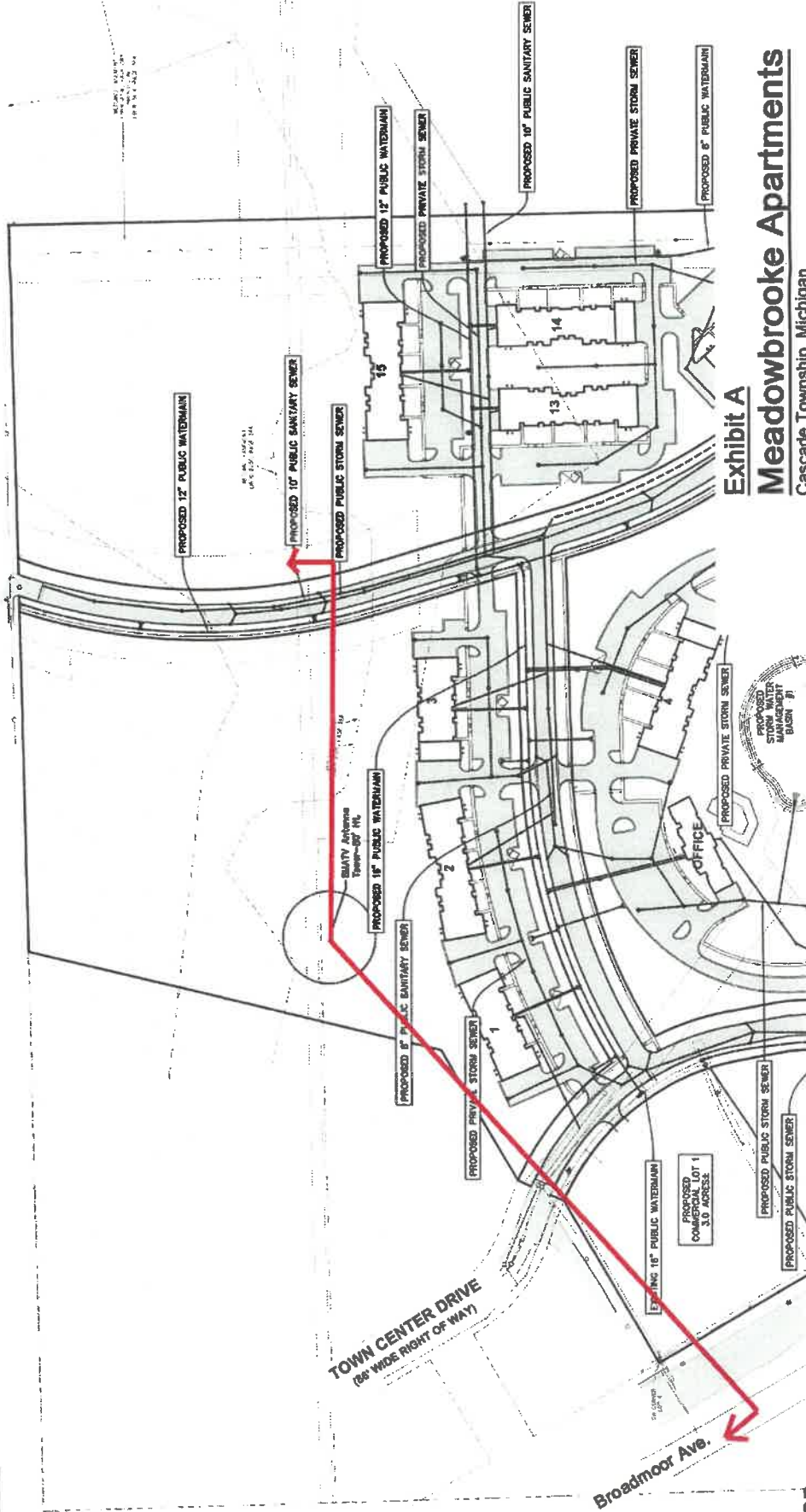


Exhibit A

Meadowbrooke Apartments

Cascade Township, Michigan



Plan

Not to Scale



Byron Lakes Apartments

Byron Center, MI

View: Looking northeast from 73rd Street SW. Tower approximately 675' away.



Green Ridge Apartments

Grand Rapids, MI

View: Looking South from North Center Drive NW. Tower approximately 680' away.



Exhibit B

MEADOWBROOKE APARTMENTS
OTA CHANNEL CHART
12/9/19

80 FT. TOWER

VHF/UHF ANT.	CALL SIGN	AFFILIATE	STATION CHANNEL ID	DISTANCE (miles)	BEARING (E of N)	WADE ANTENNA MODEL NO.	ANTENNA DIMENSIONS
VHF-8	WWMT	CBS	3	16	185°	J105-8-WC*	98" L x 32.5" W 8.3 LBS.
UHF-19	WXMI	FOX	17	12	184°	J-275D-K 14/27	45.25" L x 11" W 5.8 LBS.
VHF-7	WOOD	NBC	8	12	178°	J105-7-WC*	98" L x 33.5" W 8.3 LBS.
UHF-17	WOTV	ABC	41	20	175°	J-275D-K 14/27	45.25" L x 11" W 5.8 LBS.
VHF-11	WGVU	PBS	35	19	297°	J105-11-WC*	98" L x 30" W 8.3 LBS.
VHF-13	WZZM	ABC	13	36	335°	J105-13-WC*	98" L x 27" W 8.3 LBS.

* INDICATES A WCM-3 CANTILEVER MOUNTING KIT IS NEEDED TO CONVERT FROM CENTER MOUNT TO END MOUNT ANTENNA



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2017-AGL-998-OE

Issued Date: 08/23/2018

Timothy O. Kelly
Edward Rose Development Company L.L.C.
6101 Newport Road PO Box 3015
Kalamazoo, MI 49003

**** Extension ****

A Determination was issued by the Federal Aviation Administration (FAA) concerning:

Structure:	Antenna Tower Receive only - local off-air channels
Location:	Grand Rapids, MI
Latitude:	42-51-36.00N NAD 83
Longitude:	85-32-32.00W
Heights:	776 feet site elevation (SE) 80 feet above ground level (AGL) 856 feet above mean sea level (AMSL)

In response to your request for an extension of the effective period of the determination, the FAA has reviewed the aeronautical study in light of current aeronautical operations in the area of the structure and finds that no significant aeronautical changes have occurred which would alter the determination issued for this structure.

Accordingly, pursuant to the authority delegated to me, the effective period of the determination issued under the above cited aeronautical study number is hereby extended and will expire on 02/23/2020 unless otherwise extended, revised, or terminated by this office. You must adhere to all conditions identified in the original determination.

This extension issued in accordance with 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerns the effect of the structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this extension will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-4199, or Dianne.Marin@FAA.GOV. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-AGL-998-OE.

Signature Control No: 318213424-382590558

Dianne Marin

Technician

(EXT)

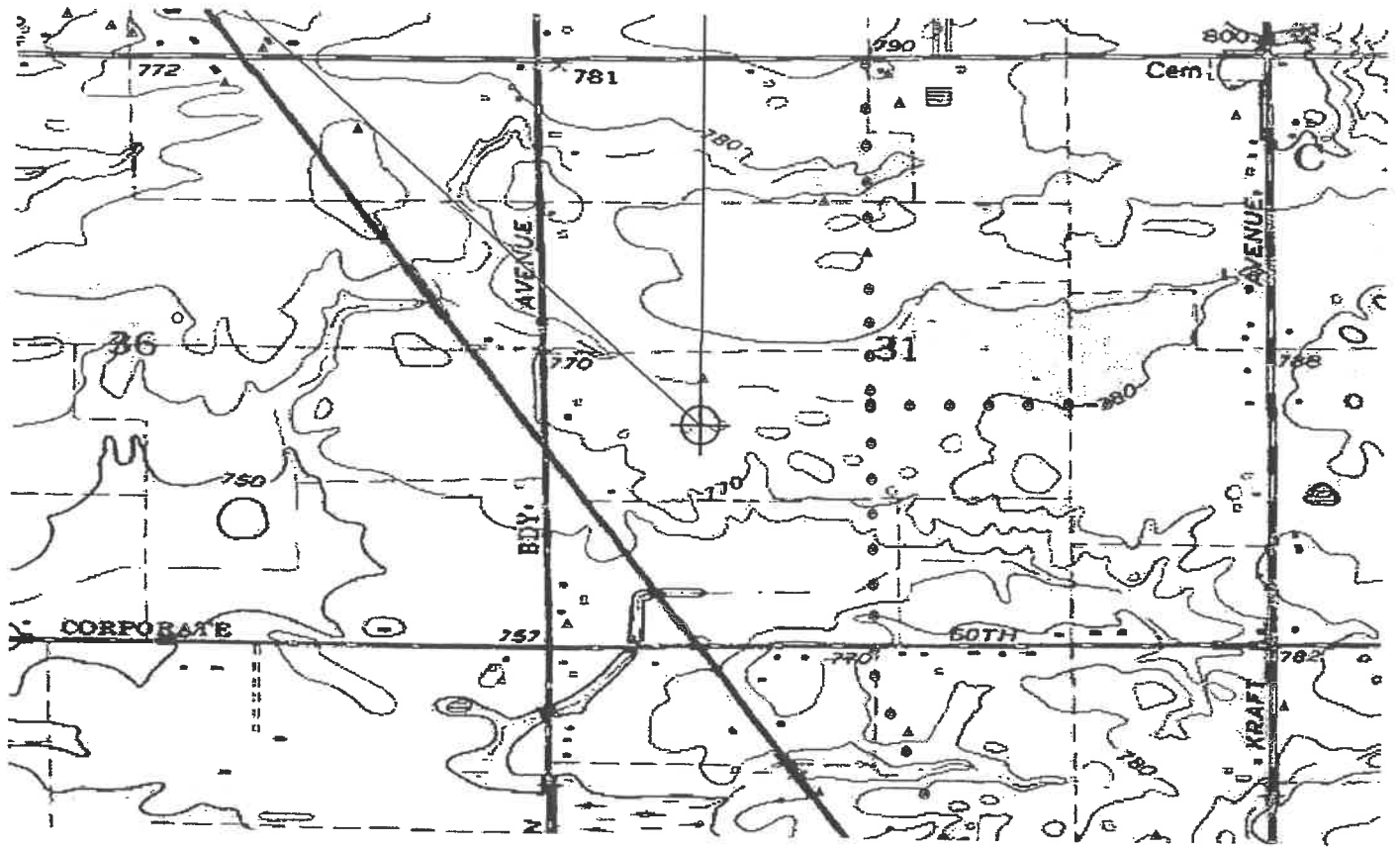
Attachment(s)

Case Description

Map(s)

cc: FCC

install 80' self supporting lattice type tower for over the air television reception for new apartment community development.



Tim Kelly

From: MDOT_Tall_Structures <MDOT_Tall_Structures@michigan.gov>
Sent: Tuesday, August 28, 2018 11:33 AM
To: Tim Kelly
Subject: APPROVED: Michigan Tall Structure Permit Extension (ASN 2017-AGL-998-OE)
Attachments: 17-998_permit_extension.pdf

Applicant-

The Michigan Tall Structure Act (Act 259, P.S. 1959, as amended by Act 28 P.A. 2016), places authority for review of construction proposals which may affect Michigan airspace with the Michigan Aeronautics Commission (MAC). The Michigan Aeronautics Commission has delegated its authority for airspace reviews and approvals to the Michigan Department of Transportation's Office of Aeronautics.

After a review of your proposal, it was determined that your proposed structure would not violate the Michigan Tall Structures Act at a height not to exceed the above mean sea level listed on the permit including any antennas or lightning rods. As such, a Michigan Tall Structure Permit Extension has been issued and is attached for your review. Please note that the expiration date on the permit corresponds to commencement of construction, not completion. Once construction begins, the permit is non-expiring.

We request that you contact our office within 10 days of construction completion with as-built information. You may use FAA form 7460-2 or simply include the as-built information in an e-mail sent to my attention.

NOTE: The following fee structure will apply after July 1, 2018:

Structure Height (AGL)	Application Fee (before 7/1/2018)	Application Fee (after 7/1/2018)	Project Cap Per 1 Nautical Mile (after 7/1/2018)
Less than 50'	\$100	\$150	\$1,000
50' – 199'	\$150	\$250	\$2,000
200' – 499'	\$200	\$300	\$5,000
500' or greater	\$250	\$400	\$5,000
No Permit Required	N/A	\$50	\$2,000

Please feel free to contact me if you have any questions or concerns.

Thank you,

Kelly Badra



Airport Services Division
2700 Port Lansing Road
Lansing, MI 48906
P: 517-335-9282

AERONAUTICS COMMISSION

J. David VanderVeen, Chairman
Pete Kamarainen, Vice Chairman
Russ Kavalhuna
Roger Salo
Rick Fiddler
Kirk T. Steudle
MG Gregory J. Vadnais
Keith Creagh
Col. Kristie K. Etue
Mike Trout, Commission Director

STATE OF MICHIGAN



Rick Snyder, Governor

Michigan Department of Transportation

2700 Port Lansing Rd Lansing, MI 48906
Phone: 517-335-9949 Fax: 517-886-0366

Tall Structure Permit - Extension

August 28, 2018

Michigan's Tall Structure Act (Act 259, P.S. 1959, as amended by Act 28 P.A. 2016), places authority for review of construction proposals which may affect Michigan airspace with the Michigan Aeronautics Commission (MAC). The Michigan Aeronautics Commission has delegated its authority for airspace reviews and approvals to the Michigan Department of Transportation's Office of Aeronautics.

The Michigan Department of Transportation has conducted a review of the following proposal:

FAA Airspace Case Number: 2017-AGL-998-OE
Structure Type: Antenna Tower
Height Above Ground: 80'
Top Elevation: 856'
Associated Airport: Gerald R. Ford Intl
Geographic Coordinates: 42° 51' 36" N / 85 ° 32' 32" W

Please note that:

1. This permit expires on Sunday, February 23, 2020.
2. Obstruction marking and lighting is not required for this structure.
3. Changes to this proposal which increase its top elevation or location will INVALIDATE this PERMIT. Please advise the Michigan Department of Transportation of any modifications immediately.
4. If a Notice of Actual Construction (Form 7460-2) is sent to the FAA, please send a copy to the Michigan Department of Transportation.
5. This permit, issued in accordance with the Michigan Tall Structure Act (Act 259 of 1959), concerns the effect of this proposal on air navigation and does not relieve the proponent of any compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Under the authority of the Tall Structures Act, this PERMIT is issued to:

Edward Rose Development Company L.L.C.
Attn: Timothy O Kelly
6101 Newport Road PO Box 3015
Kalamazoo, MI 49003

I can be contacted at 517-335-9282 or at MDOT_Tall_Structures@michigan.gov if you have any questions or comments.

Sincerely,

Kelly Badra

Kelly Badra
Aug 28 2018 11:43 AM

cosign

Kelly Badra

Program Analyst, Michigan Department of Transportation

March 10, 2017

Edward Rose Development L.L.C.
Attn: Mr. Timothy Kelly
6101 Newport Road PO Box 3015
Kalamazoo, Michigan 49003

Dear Mr. Kelly:

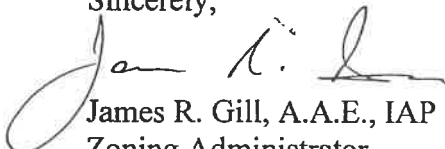
Subject: Antenna Tower (Monopole)
Broadmoor Avenue/60th Street
Lat. = 42°51'36", Long. = 85°32'32"
ZR-12-17

In reviewing your submittal of March 8, 2017, the Gerald R. Ford International Airport Authority approves your request to for the proposed antenna tower including antennas and other equipment to not exceed 860.00 feet above mean sea level (AMSL). The cranes for this construction shall be lowered to the ground when not in use and during the hours between sunset and sunrise.

This permit does not relieve the applicant from any other zoning or building requirements imposed by state and local law. You must check with the appropriate unit of government where the construction will take place.

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call.

Sincerely,


James R. Gill, A.A.E., IAP
Zoning Administrator

BR/rdh
ZR122017.doc

STAFF REPORT: Case # 19-3570
REPORT DATE: February 19, 2020
PREPARED FOR: Cascade Charter Township Planning Commission
MEETING DATE: February 24, 2020
PREPARED BY: Steve Peterson, Community Development Director

APPLICANT:
Augusta Tower
Ryan Mason
3851 Model Ct #400
Grand Rapids MI 49512

STATUS

OF APPLICANT: owner.

REQUESTED ACTION: Site Plan Review for a new warehouse, which includes speculative space.

EXISTING ZONING OF SUBJECT PARCEL: TI, Transitional Industrial

GENERAL LOCATION: On East side of Kraft Ave between 60th and 52nd st.

PARCEL SIZE:

EXISTING LAND USE ON THE PARCEL: Residential

ADJACENT AREA LAND USES:

North- Residential
South - Vacant
East - Vacant
West - Industrial

ZONING ON ADJOINING PARCELS:

Transitional Industrial

STAFF COMMENTS:

1. The applicant is requesting site plan approval to construct a new 42,000sq ft industrial building to accommodate their cellular tower construction business. Some of the building is being set aside for speculative industrial uses. The site

plan was reviewed under Section 21.07 of the Site Plan Review Chapter of the Zoning Ordinance.

2. They currently have a similar facility in the city of Kentwood.
3. They propose two driveways connecting to Kraft Ave. With 300 feet of frontage the Planning Commission “may “permit a second drive. Unfortunately, they do not meet the minimum spacing of 300 feet, they have already received approval from the ZBA for the driveway spacing but you must permit the second drive.
4. They have already agreed to share access with the two adjacent properties to the North. The ZBA required that the agreement be recorded.
5. Since some of the space is speculative and the site has been maxed out, the uses could be limited in the future. The owner will have to take that into account when filling the speculative suites.
6. The TI zone allows for more uses than the Industrial zone. Although there are some limitations on some of those uses.
7. The photometric site plan that they have submitted include a few spots with lighting over our 5-foot candles. The plan will have to be revised and resubmitted.
8. The landscape plan includes a robust plan around the perimeter of the site. However, it does not include all of the required plantings along the road. The plan will need to be revised and resubmitted. Along with a new plan a landscape bond in the amount of \$5,000 will be required.
9. The airport has reviewed the plans and has signed off on the detention pond.
10. The Fire depot has reviewed and approved the plan.
11. A large deferred water assessment \$18,461.5 is owed to the township for the watermain. This must be paid prior to getting a building permit.
12. They will need to sign and record the storm water maintenance agreement.
13. The plan requires approval from both the neighbor to the north and south for the driveways. They will need to provide this to the County before a drive permit is issued. The KCRC has indicated that the design and location is acceptable to them.

Section 21.07: Criteria For Site Plan Approval:

The Planning Commission shall use the following criteria in evaluating a site plan submittal:

1. Whether the required information has been furnished in sufficiently complete and understandable form to allow an accurate description of the proposed use(s) and structure(s) in terms of density, location, area, height, bulk, placement, setbacks, performance characteristics, parking, and traffic circulation.
2. Whether there are ways in which the configuration of uses and structures can be changed which would improve the impact of the development on adjoining and nearby properties, persons, and activities, and on the community, while allowing reasonable use of the property within the scope of district regulations and other regulations of this Ordinance that are applicable to the property and proposed use and structures.
3. The extent to which natural features and characteristics of the large trees, natural groves, watercourses, and similar will be preserved; the regard given to existing natural features that would add attractiveness to the property and environs if they were preserved; the preservation of natural drainage systems the dedication and/or provision, where appropriate, of scenic easements, natural buffering, and other techniques for preservation and enhancement of the physical environment.

STAFF RECOMMENDATION:

Staff recommends approval of the site plan under the following conditions.

1. Record the storm water maintenance agreement.
2. Submit revised photometric site plan in compliance with our requirements.
3. Submit revised landscape plan in compliance with our requirements along with a landscape bond of \$ 5,000.
4. Written approval from the neighboring property owners as shown on the site plan.



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan
49546-7140

PLANNING & ZONING APPLICATION

APPLICANT: Name: First Companies C/O Craig Baker
Address: 4380 Brockton Drive SE #1
City & Zip Code: Grand Rapids, MI 49512
Telephone: 616-698-5000
Email Address: craig.baker@firstcompanies.com

OWNER: * (If different from Applicant)
Name: Augusta Tower C/O Ryan Mason
Address: 3851 Model Court SE #400
City & Zip Code: Grand Rapids, MI 49512
Telephone: 616-957-0590
Email Address: mason@augusta-tower.com

NATURE OF THE REQUEST: (Please check the appropriate box or boxes)	
<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Administrative Site Plan Review
<input type="checkbox"/> Deferred Parking	<input type="checkbox"/> P.U.D. – Rezoning *
<input type="checkbox"/> P.U.D. – Site Condominium *	<input type="checkbox"/> Rezoning
<input type="checkbox"/> Site Plan Review *	<input type="checkbox"/> Sign Variance
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Subdivision Plat Review *
<input checked="" type="checkbox"/> Zoning Variance	<input type="checkbox"/> Other: _____ *

** Requires an initial submission of 5 copies of the completed site plan*

BRIEFLY DESCRIBE YOUR REQUEST:**

Requesting variance to section 19.04 (1) requiring 300' driveway spacing

(**Use Attachments if Necessary)

-SEE OTHER SIDE-

LEGAL DESCRIPTION OF PROPERTY:**

The South 1/2, NW 1/4, SW 1/4, Section 32, T6N, R10W, Cascade Township,
Kent County Michigan. Subject to a right of way for highway purposes over
the West 33.0 feet thereof.

(**Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 32-300-014

ADDRESS OF PROPERTY: 5680 Kraft Avenue SE

PRESENT USE OF THE PROPERTY: Existing house

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR
EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)

Address(es)

SIGNATURES

I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) also agree to reimburse the Cascade Charter Township for all costs, including consultant costs, to review this request in a timely manner. I (we) understand that these costs may also include administrative reviews which may occur after the Township has taken action on my (our) request.

I (we) the undersigned also acknowledge that the proposed project does not violate any known property restrictions (i.e. plat restrictions, deed restrictions, covenants, etc.)

Owner – Print or Type Name
(*If different from Applicant)

Applicant – Print or Type Name

* _____
Owner's Signature & Date
(*If different from Applicant)

Applicant's Signature & Date

PLEASE ATTACH ALL REQUIRED DOCUMENTS NOTED IN THE PROCESS REVIEW SHEET – THANK YOU

INGRESS-EGRESS EASEMENT AGREEMENT

THIS INGRESS-EGRESS EASEMENT AGREEMENT (this "**Agreement**") is signed as of February 7th, 2020 by and between **Augusta Tower**, a Michigan Corporation whose address is 5680 Kraft Ave SE, Grand Rapids, Michigan 49512, for itself, its successors, grantees and assigns (together with its successors, grantees and assigns, "**Grantor**") and **Haxhe Idrizi** an individual whose address is 5640 Kraft Ave SE, Grand Rapids, Michigan 49512 ("**5640 Owner**"), and **Rita Grigg Essenburg**, an individual whose address is 5620 Kraft Ave SE, Grand Rapids, Michigan 49512 ("**5620 Owner**", collectively with the 5640 Owner, and for themselves, their successors, grantees and assigns, "**Grantee**").

RECITALS:

- A. Grantor is the owner of certain real property located in the Township of Cascade, Kent County, Michigan, more fully described on the attached Exhibit A ("**Parcel A**");
- B. 5640 Owner is the owner of certain real property located in the Township of Cascade, Kent County, Michigan, more particularly described on attached Exhibit B ("**Parcel B**")
- C. 5620 Owner is the owner of certain real property located in the Township of Cascade, Kent County, Michigan, more fully described on attached Exhibit C ("**Parcel C**");
- D. For purposes of this Agreement, Grantor and Grantee are each referred to from time to time as an "**Owner**" and together as "**Owners**," and Parcel A, Parcel B and Parcel C are collectively referred to as the "Property," and individually as a "**Parcel**."
- E. Grantor desires to grant to Grantee a non-exclusive easement for ingress and egress over a portion of Parcel A for the benefit of Parcel B and Parcel C, its occupants and others, as more fully described in this Agreement.

NOW, THEREFORE, in consideration of their mutual agreements and other good and valuable consideration, the parties agree as follows:

February 19, 2020
Project No. 170168

Mr. Steve Peterson
Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546 7192

Augusta Tower Site Plan Review

Dear Steve:

We have reviewed the site plan for Augusta Tower, located at 5680 Kraft Avenue, prepared by Exxel Engineering, Inc. The current site plan and basis of this review is dated January 20, 2020. The proposed project is a 47,000 square-foot warehouse and manufacturing building. The site is located in the Plaster Creek watershed, sub-drainage district 60th Street.

Stormwater and Drainage

Flood Control

The proposed project is a new development, so all improvements shall comply with the requirements of the Cascade Charter Township (Township) and Stormwater Ordinance (SWO). The site is located in Stormwater Management Zone B, which requires detention of the 25-year storm event. The SWO also requires the first 0.5 inch of stormwater runoff be detained and released over a 24-hour period, or equivalent treatment.

Stormwater runoff from the site is collected by a series of catch basins and discharged to detention basin at the west side of the site, adjacent to Kraft Avenue. The detention basin is sized for the 25-year storm event and is designed to drain dry after each rain event. An outlet control structure restricts the flow from the detention basin to 0.13 cfs/acre, in accordance with the SWO. The detention basin discharges to an existing drainage swale adjacent to Kraft Avenue and flows to the south. This is the natural drainage path from the property. 140 feet south of the property an existing catch basin and culvert discharge the stormwater under Kraft Avenue to the west. The proposed stormwater management design is in accordance with the Township SWO.

Water Quality Control

The SWO requires the first 0.5-inch of stormwater runoff be detained and released over a 24-hour period. The detention basin is designed with an outlet control structure and low flow outlet to detain the first 0.5-inch of runoff from the site and release it over a 24-hour period. The proposed design is in accordance with the Township SWO.

Stormwater Runoff

The applicant provided stormwater calculations to size the onsite storm sewer system and detention basin. All stormwater runoff from the impervious areas of the site will be captured by the detention basins. Therefore, the site will not see an increase in rate of stormwater leaving the site.

Drainage Plan

The applicant has submitted drawings, calculations, and additional documentation as required in the SWO Section 2.03, Drainage Plan. Please note a maintenance agreement is required before construction begins. The agreement should be submitted to the Township for review. The maintenance agreement and plan should include at a minimum monitoring and maintenance of the detention basin and outlet structure.

Utilities

The proposed project includes a new 2-inch domestic water service and 6-inch sanitary sewer service for the new building. An existing 8-inch water is stubbed out at the east side of Kraft Avenue and will be extended to the new building for fire protection service. City of Grand Rapids permits will be required for the water and sanitary sewer connections prior to construction taking place.

Driveway Access

Two driveways on Kraft Avenue are proposed for the site, located at the north and south property lines. Both driveways encroach onto the adjacent properties. Written authorization for the encroachment was obtained from the property owner to the north. An ingress and egress easement is provided at the north driveway for shared use of the driveway when the northern property is developed. Approval from the south property owner will also be required for the driveway encroachment.

Soil Erosion and Sedimentation Control

Soil Erosion and Sedimentation Control (SESC) measures are provided on the plan drawings. The applicant has included silt fence along the limits of clearing and grading, and silt sacks in catch basins. SESC falls under the review and approval of the Kent County Road Commission, and a permit is required before construction can begin. The SESC measures indicated on the drawings appear appropriate, given the expected work.

Summary

The proposed stormwater management design meets the Township SWO requirements for new developments. The applicant will need to apply for and obtain several permits prior to beginning construction (Kent County Road Commission, SESC, water and sanitary sewer from the City). We recommend approval of the site plan from an engineering standpoint.

If you have any questions or require additional information, please contact me at 616.464.3786 or ntorrey@fishbeck.com.

Sincerely,



Nathan R. Torrey, PE
Senior Civil Engineer

Attachments

By email

cc: Michael L. Berrevoets, PE – Fishbeck

Cascade Charter Township

Storm Water Ordinance, Ordinance 7 of 2002, as amended by Ordinance No. 2 of 2008, 5/14/2008

Reviewing Engineer Comments are Italicized

OK – Received and Acceptable

NA – Not Applicable

NR – Not Received, Needs Follow-up, See Comments

Augusta Tower

Drainage Plan Checklist

- OK (1) Location of the development site and water bodies that will receive stormwater runoff
Stormwater runoff from the site will discharge to a new detention basin.
- OK (2) Existing and proposed topography of the development site, including the alignment and boundary of the natural drainage courses, with contours having a maximum interval of one foot (using USGS datum). The information shall be superimposed on the pertinent Kent County soil map
Existing and proposed contours have been provided. Soil map information is not required.
- OK (3) Development tributary area to each point of discharge from the development.
The applicant provided a tributary area for that portion draining to the detention basin.
- OK (4) Calculations for the final peak discharge rates
The applicant provided calculations for the proposed detention basin and onsite storm sewer system.
- OK (5) Calculations for any facility or structure size and configuration
The applicant provided calculations for the proposed detention basin and onsite storm sewer system..
- OK (6) Drawing showing all proposed storm water runoff facilities with existing and final grades
The applicant provided plans showing all proposed storm water runoff facilities.
- OK (7) The sizes and locations of upstream and downstream culverts serving the major drainage routes flowing into and out of the development site. Any significant off-site and on-site drainage outlet restrictions other than culverts should be noted on the drainage map
Significant offsite flows were not identified by the applicant.
- OK (8) An implementation plan for construction and inspection of all storm water runoff facilities necessary to the overall drainage plan, including a schedule of the estimated dates of completing construction of the storm water runoff facilities shown on the plan and an identification of the proposed inspection procedures to ensure that the storm water runoff facilities are constructed in accordance with the approved drainage plan
A construction schedule was included on the plans.
- OK (9) Plan to ensure the effective control of construction site storm water runoff and sediment track-out onto roadways
The SESC measures shown on the plan appear appropriate given the expected work. SESC falls under the review and approval of the KCRC and a permit is needed before construction can begin.

- (10) Drawings, profiles, and specifications for the construction of the storm water runoff facilities reasonably necessary to ensure that storm water runoff will be drained, stored, or otherwise controlled in accordance with this ordinance

The applicant provided a plan and design details for construction of the proposed detention basin.

- NR (11) Maintenance agreement, in form and substance acceptable to the Township, for ensuring maintenance of any privately owned storm water runoff facilities. The maintenance agreement shall include the developer's written commitment to provide routine, emergency, and long-term maintenance of the facilities and, in the event that the facilities are not maintained in accordance with the approved drainage plan, the agreement shall authorize the Township to maintain any on-site storm water runoff facility as reasonably necessary, at the developer's expense

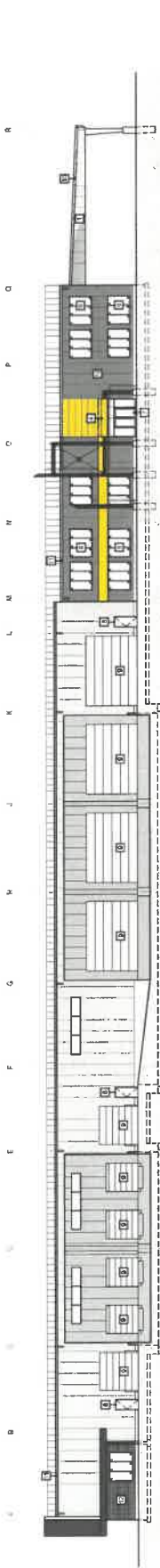
Maintenance agreement was not provided and is required.

- OK (12) Name of the engineering firm and the registered professional engineer that designed the drainage plan and that will inspect final construction of the storm water runoff facilities

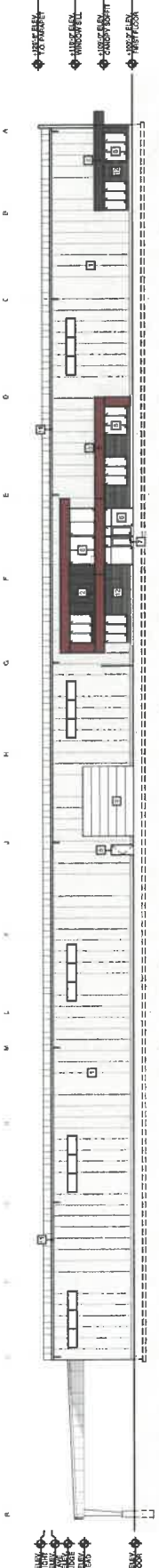
- NA (13) All design information must be compatible for conversion to Grand Valley Regional Geographic Information System (REGIS)

This is a privately owned system and will not be uploaded to REGIS.

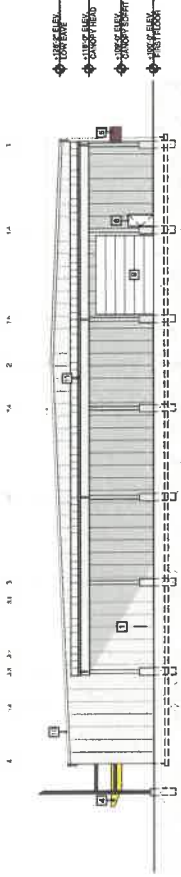
- OK (14) Other information necessary for the Township to verify that the drainage plan complies with the Township's design and performance standards for drains and storm water management systems



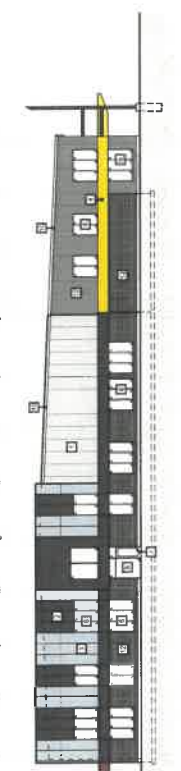
1. South Elevation
 SCALE: 1/8" = 1'-0"



2. North Elevation
 SCALE: 1/8" = 1'-0"



3. East Elevation
 SCALE: 1/8" = 1'-0"

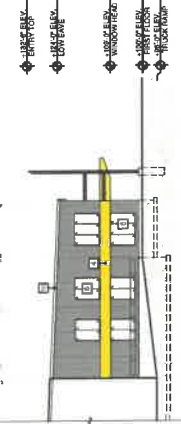


4. West Elevation
 SCALE: 1/8" = 1'-0"

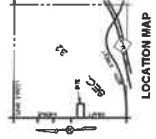
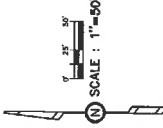
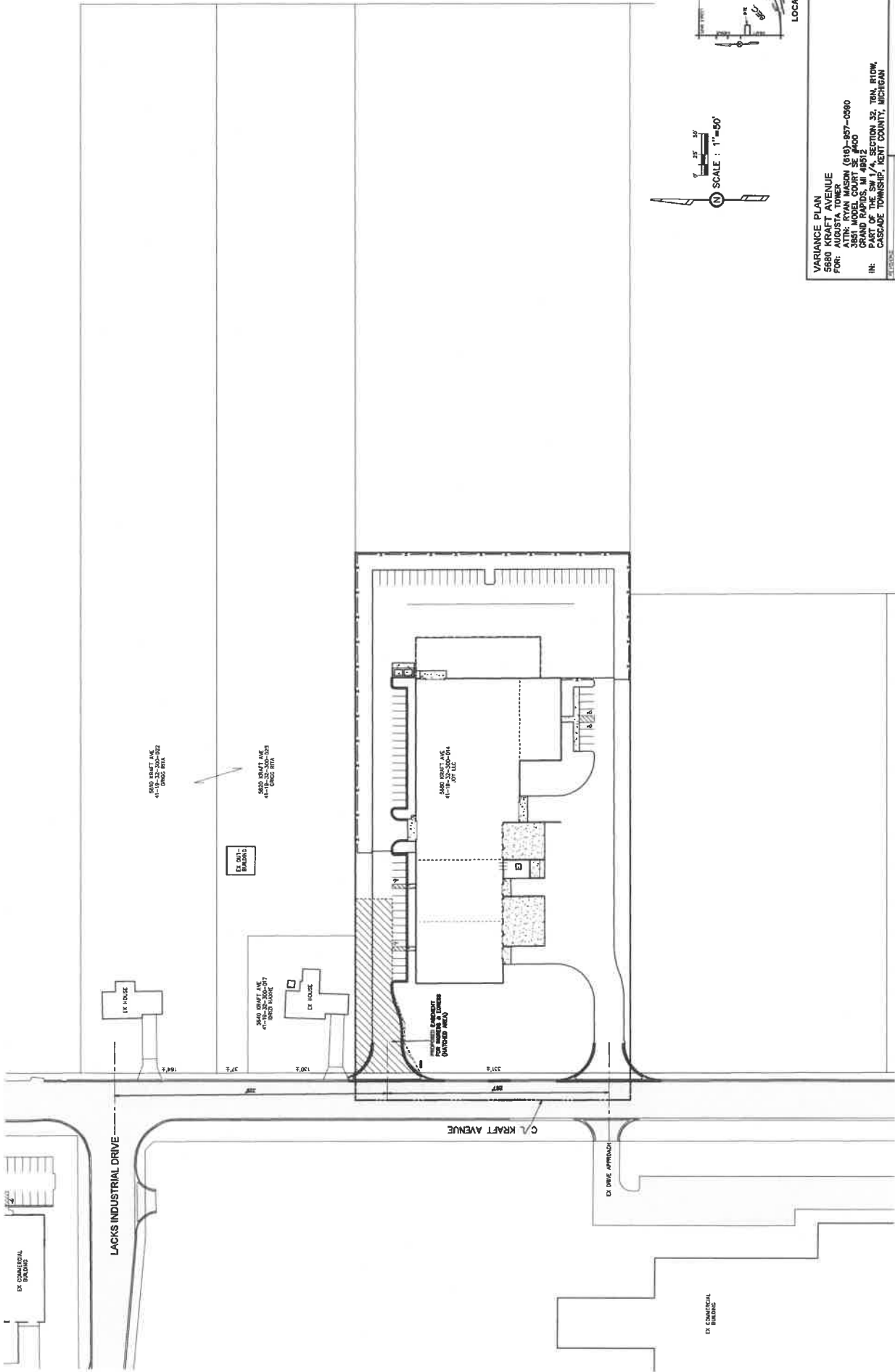
Exterior Materials Legend

Label	Material	Manufacturer	Style	Color
1	Insulated Metal Panel	180	Smooth Profile	Primal Gray
2	Insulated Metal Panel	180	Smooth Profile	Light Blue
3	Insulated Metal Panel	180	Smooth Profile	Make
4	Insulated Metal Panel	180	Smooth Profile	Make
5	Insulated Metal Panel	180	Smooth Profile	Make
6	Aluminum Storefront Window	180	4" x 2"	Black Anodized
7	Hollow Metal Door	180	180	180
8	Overhead Door	180	180	180
9	Fire Rated Glazing	180	180	Primal Gray
10	Insulated Metal Panel	180	Smooth Profile	Primal Gray
11	Exterior Wall Cladding	180	180	180

ALL MATERIALS, FINISHES, COLORS AND PROFILES SHALL UTILIZE OPTIMAL WATER-BASED PAINTS & FINISHES. ALL MATERIALS SHALL BE SUPPLIED BY THE MANUFACTURER'S RECOMMENDED SUPPLIER. ALL MATERIALS SHALL BE SUPPLIED BY THE MANUFACTURER'S RECOMMENDED SUPPLIER. ALL MATERIALS SHALL BE SUPPLIED BY THE MANUFACTURER'S RECOMMENDED SUPPLIER.



3. West Elevation @ Structure Line "J"
 SCALE: 1/8" = 1'-0"



VARIANCE PLAN
 5680 KRAFT AVENUE
 FOR: ATTN: RYAN MASON (616)-857-0560
 3851 MODEL COURT SE #400
 GRAND RAPIDS, MI 49512
 IN: SECTION 35, T4N, R15W,
 CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN

steel engineering, inc.
 1000 S. WESTLAND AVENUE, SUITE 200
 WESTLAND, MI 48090
 TEL: (313) 487-8800
 WWW.STEEL-ENGINEERING.COM

DRAWN BY: JES	PROJ. NO.: 10010-20	SHEET NO.: 1 OF 1
APPROVED BY: JES	DATE: 03/15/20	

1. **Ingress and Egress Easement.** Grantor hereby grants, establishes and creates a non-exclusive perpetual ingress and egress easement over and across that portion of Parcel A legally described on attached Exhibit D and as depicted on attached Exhibit E, connecting Parcel B and Parcel C and a public road (Kraft Ave), for ingress and egress to and from Parcel B and Parcel C (the "Easement"). This Easement is granted for the benefit of Parcel B and Parcel C, and for the use of Grantee, its successors, grantees, assigns and tenants, and any of their guests, patrons, agents, suppliers, employees, invitees, permittees and contractors (altogether "Guests"), in common with Grantor and its Guests and anyone else Grantor authorizes from time to time, for vehicular and pedestrian access to and from Parcel B and Parcel C. This Easement runs with the land and is terminable and moveable as set forth in this Agreement. This Easement is for ingress and egress access only. Grantee and its Guests shall not park, leave or store anything whatsoever in the Easement, hold or permit Guests to have gatherings or events in the Easement, or block, restrict, or otherwise impair full and free use of the Easement by Grantor, its Guests and others. Grantee and its Guests shall not damage the Easement (reasonable wear and tear from permitted vehicles excepted).

2. **Maintenance.**

2.1 **General.** Except as otherwise expressly provided herein, the Easement will remain open and unobstructed by any barrier, structures, buildings or vehicles, in order to permit the passage at all times of vehicular and pedestrian traffic over and across the Easement. Grantor shall, subject to reimbursement by 5640 Owner for one third (1/3) of its costs annually and by 5620 Owner for one third (1/3) of its costs annually, maintain the Easement in reasonably safe and passable condition and repair, free of unreasonable (based on weather conditions) accumulations of ice, snow, and debris. Notwithstanding the foregoing, the Owners acknowledge that the reimbursement obligations of each of 5640 Owner and 5620 Owner are contingent on such Owner having commenced construction on such Owner's respective Parcel. Owners acknowledge that some snow and ice accumulation is reasonable in Michigan during winter. Maintenance will include without limitation drainage, grading, lighting, and repair and replacement of the paving as reasonably deemed necessary by Grantor. All maintenance, repairs and replacements to be performed pursuant to this Agreement shall be done in a reasonably expeditious, efficient and workmanlike manner, and in accordance with all applicable laws, rules, ordinances and regulations. The Owners of Parcel B and Parcel C, or their successors or assigns, shall pay all costs, expenses, liabilities and liens arising out of or in any way connected with any damage to the Easement caused by such Owner or its Guests. Any construction, replacement, repairs or maintenance shall be performed by licensed contractors and in such a manner as not to unreasonably damage or materially interfere with each Owner's use of their Parcel; provided that access to and work upon a small portion of each Parcel bordering the Easement may be required in order to properly maintain, repave, seal, repair or replace the driveway, and such access is permitted. Upon completion of any work upon the Easement, the Owner(s) paying for the work shall also repair or pay for any damage it (or its Guests, agents or contractors) caused to the Easement or to Parcel A, Parcel B and/or Parcel C, including without limitation their landscaping, pavement or fixed structures and any personal property located on them.

2.2 Emergency/Temporary Closure. Notwithstanding anything to the contrary contained herein, Owners anticipate that portions of the Easement could need to be temporarily closed for short periods from time to time for periodic maintenance, repair or driveway replacement, for utility work or for medical, fire, casualty, terrorism, natural disaster, extreme weather or hazardous material emergencies. Any maintenance or other work shall be performed, to the extent commercially reasonable and feasible, at off-peak usage hours and in a manner which limits unnecessary interference with use of the Easement or which provides temporary and convenient alternate access from Parcel B and Parcel C to a public road. From time to time Grantor or its Guests may hold public or private gatherings or events on or utilizing the Easement, which may involve parking of vehicles, gathering on, or blocking access to parts of the Easement; if the occurrence is between 8 am and 5pm on a weekday, then Grantor shall first coordinate with Grantee to maintain any needed means of access for Grantee and its Guests. Grantor may also install any gates or security mechanisms desired, subject to maintaining access for Grantee and its Guests who comply with security procedures and clearances. Except as described in the preceding sentences and in the provisions of this Agreement regarding relocation, no structure shall be constructed, operated, or maintained, and no use shall be made of the Easement by Owners or their Guests which shall materially limit or impair access to Parcel A, Parcel B, Parcel C or use of the Easement in accordance with this Agreement.

2.3 Reconfiguration/Relocation. Grantor shall have the right to reconfigure its Parcel in any manner whatsoever in its sole discretion. Notwithstanding anything to the contrary contained in this Agreement, Grantor shall have the right, unilaterally, in its sole discretion, to temporarily or permanently relocate the Easement to any location Grantor desires so long as: (a) vehicular and pedestrian access from Parcel B and Parcel C to a public road is preserved (except during emergency or temporary closures addressed above), and (b) Grantor pays the cost of any relocation of the Easement. Grantor will, following relocation, record a drawing referencing this Agreement and showing the new Easement location.

3. Other Easements. The Easement is nonexclusive and is and will be used by Grantor, its Guests and others. Grantor (note that this includes successors, grantees and assigns) may (i) grant to others additional easements in, on, or under the Easement hereby established, and (ii) run water, sewer, electric, gas, cable, telephone, internet and other telecommunication utilities (and any other utilities in the future typical to its use of the Property); provided that (a) utilities/easements run a safe distance under, over, or away from the then existing utilities in the Easement, and allow commercial or industrial heavy and large loads to continue to safely travel over the Easement without damage to or contact with the utilities; (b) the utilities/easement work does not damage the Easement or block or materially impair access to either Parcel other than temporary closures as referenced above, and (c) the rights of future easement holders are subject to the rights of Grantee under this Agreement.

4. Insurance, Liability Release and Subrogation Waiver.

4.1 Minimum Insurance Standard. Each Owner will at all times carry and maintain (and shall cause any party performing work in connection with the Easement to carry and maintain) public liability and property damage insurance for the benefit of all Owners (naming each other Owner as additional insured), such insurance at all times to be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit liability and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage, insuring against all claims from injuries to persons or property resulting from the construction, use, inspection, repair, replacement, maintenance or operation of the Easement created under this Agreement.

4.2 Release of Liability. Grantor and Grantee (note that this includes successors, grantees or assigns) release each other from any and all liability which, but for this section, would have resulted from the occurrence of any casualty against which the releasing party carries insurance (and from which insurance the claim is actually paid), which casualty may have resulted in whole or in part from any act or neglect of the released party, its servants, agents or employees, other than the willful act of the released party, its servants, agents or employees; and each releasing party will also release from all such liability any person holding under the respective released party from any such liability to it, as if such person were expressly a party to this Agreement with the releasing party.

4.3 Mutual Waiver of Subrogation. All releases which are subject to this Section 4 will be effective (i) only for so long as and to the extent that policies (if any) insuring the interest of the releasing party hereunder contain a clause providing in effect that such release will not vitiate or adversely affect such policy or the right of the insured to recover thereunder, and (ii) only for so long as and to the extent that such release is reciprocal as to the releasing party. Each party will obtain a clause as described in (i) above in each of its policies, if it is available and if no material additional premium is charged therefor. If a releasing party maintains insurance and is unable to obtain such a clause, or if an additional premium is charged therefor, the releasing party will promptly notify the released party whereupon the releasing party will have no obligation to obtain such a clause unless, in case a material additional premium is charged therefor, the released party agrees to pay the amount of the additional premium, within five (5) business days after the notice to the released party of the applicability of this sentence of the additional amount and thereafter promptly pay such amount.

5. Defaults, Enforcement and Rights.

5.1 Curing Defaults. If during the term of this Agreement any Owner defaults in the faithful and punctual performance of any obligation to be performed by such Owner pursuant to this Agreement or any portion of the Easement falls into disrepair and is a nuisance or a hazard to persons or property, or is not insured, then the Owner may, in addition to all other remedies it may have at law or in equity, perform such obligation on behalf of the defaulting Owner and be reimbursed by such defaulting Owner for the cost incurred, whether paid out of

pocket or to existing employees or contractors at the hourly rate paid by such Owner. Except as to an unplanned obstruction not permitted by this Agreement and preventing all access to a Parcel and except in a situation adjudged in good faith to be an emergency or involving material hazard to persons or property, the benefited Owner must, prior to curing the default of another Owner and demanding reimbursement, first give to the defaulting Owner reasonable written notice of default and allow such additional time as may be reasonably necessary to cure such default. Three (3) days' notice shall be deemed reasonable as to snow, ice or debris accumulations, or significant disrepair which may cause damage to persons or property but is not an emergency. In any case fourteen (14) days' notice shall be deemed reasonable.

5.2 Failure to Enforce. No delay or omission on the part of any Owner in exercising any rights, power, or remedy provided for in this Agreement, will be construed as a waiver thereof or acquiescence in any breach of this Agreement. No right of action will accrue nor will any action be brought or maintained by anyone whatsoever against any Owner for or on account of a failure to bring any action on account of any breach of this Agreement, or for imposing restrictions in this Agreement which may be unenforceable.

5.3 Mortgagee's Rights. The mortgagee of any part of the Property shall have the right, but not the obligation, to cure any default, of any obligation hereunder with respect to the part of the Property on which it has a lien. Any mortgagee, or its successor or assign, which takes possession of any part of the Property through foreclosure of a deed in lieu thereof, shall not be personally liable for any reimbursement costs owed with respect to the part of the Property on which it has a lien prior to the date of its acquisition of such property.

6. Payments and Lien. Payment for reimbursable costs (such as those referenced in Section 5) incurred as provided in this Agreement, if any, will be due and payable thirty (30) days after receipt of a statement detailing the reimbursement sought, the manner of its calculation, and evidence of payment of the reimbursable costs. Upon failure of any party to pay any sums so payable under this Agreement, interest will accrue thereon from the date due at the lesser of ten percent (10.0%) per annum or the maximum interest rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid and actual attorney's fees incurred in efforts to collect such reimbursement or enforce any rights under this Agreement, will be a secured right and a consensual lien therefor will attach to the portion of the Property and improvements owned by the defaulting Owner. After written notice to the Owner of record and all mortgagees of record of that Owner's portion of the Property, the party having paid such costs may foreclose the lien established hereby in the same manner as mortgages may be foreclosed under the laws of the State of Michigan, provided such liens (but not this Agreement) will be subject to and subordinated to any prior mortgage of record and the leases of any tenant of that portion of the Property and improvements, provided the lienor will be then entitled to the rentals payable under such leases (subject and subordinated to the rights of any mortgagee of a prior recorded mortgage in and to said rentals).

7. Binding Effect. This Agreement will be binding upon the parties, their grantees, successors and assigns, and the Easements, rights, powers and obligations created herein will run

with the land. Each Owner, by acceptance of a deed, land contract or other conveyance to any part of the Property does thereby agree to all terms, provisions, obligations, and conditions of this Agreement. Immediately upon sale or other conveyance by any party of the complete fee interest of such party in the Property benefited or burdened by the terms of this Agreement, such party will be released from all personal liability for obligations hereunder, with respect to the Parcel sold or conveyed which will accrue after the date of such sale or conveyance.

8 References. Wherever reference is made to an Owner, whether individually named or referred to as a party, such reference will be deemed to include all present and subsequent Owners with any ownership interest in any Parcel respectively owned by them within the Property, whether there will be one or more such Owners. Whenever reference is made to a party or parties, it is to all Owners with any ownership interest at the subject time in the Property.

9. Amendment and Termination. This Agreement may be amended, altered, modified or terminated by, and only by, (a) the mutual written agreement of all parties, including all parties owning or having an interest of record in the Easement right or power that is to be terminated or (b) Parcel B having frontage and a curb cut onto a public road or another private road or permanent easement (other than a relocation of the Easement) accessing a public road.

10. Notices. Every notice, demand, request, or other communication which any party is required or desires to give or make or communicate upon or to any other party, will be in writing and will be given or made or communicated by personal delivery or by mailing the same by postage prepaid registered or certified mail, return receipt requested, to the party at that party's last known address. Every notice, demand, request, or other communication sent will be deemed to have been given, made or communicated, or as the case may be, when delivered, if personally delivered, or on the third business day after the same will have been deposited, registered or certified, property addressed as aforesaid, postage prepaid, in the United States mail.

11. Miscellaneous.

11.1 No Relationship of Principal and Agent. Nothing contained in this Agreement nor any act of the parties will be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, or of any association between the parties hereto, nor will anything contained in this Agreement or any act of the parties be construed to render any of the parties liable for the debts or obligations of the others.

11.2 No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed in this Agreement.

11.3 No Third Party Beneficiaries. No third party, except grantees, heirs, representatives, successors and assigns of Owner, as provided herein, will be beneficiary of any provision of this Agreement.

11.4 Captions. The captions of the Sections of this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction.

11.5 Governing Law. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of Michigan. Venues of any dispute shall be in Kent County, Michigan.

11.6 Legal Advice and Voluntary Agreement. Each of the parties hereto acknowledges and confirms that: (a) Prior to their execution and delivery of this Agreement, they have been advised to seek independent legal advice in connection with this Agreement and have either obtained such independent legal advice or waived such advice; (b) They have executed this Agreement voluntarily with full knowledge of its terms and conditions; and (c) They waive any claim or objection regarding any allegations of ambiguities in this Agreement as being construed against the drafter and as such, the parties will be considered to be the "co-drafters" of this Agreement.

11.7 Transfer Tax Exemption. This Agreement is: exempt from County Real Estate Transfer Tax by virtue of MCL 207.505(a); and exempt from State Real Estate Transfer Tax by virtue of MCL 207.526(a).

[Signatures on following pages.]

The Owners have caused this Agreement to be signed on the date first above written.

Grantor:

Augusta Tower, a Michigan Corporation

By: [Signature]

Name: Ryan A. Mason

Title: President

STATE OF Michigan)
) ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 7 day of February, 2020,
by Ryan Mason, the President of Augusta Tower a
Michigan Corp on behalf of said company.

[Signature]
Printed Name: Angela Osborn
Notary Public, Kent County,
My Commission Expires: 7-13-24
Acting in Kent County,

ANGELA OSBORN, Notary Public
State of Michigan, County of Kent
My Commission Expires 07/13/2024
Acting in the County of Kent



[SPACE INTENTIONALLY BLANK]

5640 Owner:

Haxhe Idrizi

By: Haxhe Idrizi

Name: HAXHE IDRIZI

Title: OWNER

STATE OF Michigan)
) ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 7th day of February 2020,
by Haxhe Idrizi the owner of Soto Kraft a
_____ on behalf of said company.

DIANE M KIDDER, Notary Public
State of Michigan, County of Barry
My Commission Expires 05/04/2020
Acting in the County of Kent

Diane M Kidder
Printed Name: Diane M Kidder
Notary Public, Barry County, _____
My Commission Expires: 5/4/2020
Acting in Kent County, _____

[SPACE INTENTIONALLY BLANK]

5620 Owner:

Rita Grigg Essenburg

By: Rita Grigg Essenburg

Name: Rita Grigg Essenburg

Title: Super Owner

STATE OF Michigan)
) ss.
COUNTY OF Kent)

The foregoing instrument was acknowledged before me this 7th day of February 2020,
by Rita Grigg Essenburg the Owner of 5620 KRAFT a
_____ on behalf of said company.

DIANE M KIDDER, Notary Public
State of Michigan, County of Barry
My Commission Expires 05/04/2020
Acting in the County of Kent

Diane M Kidder
Printed Name: Diane M Kidder
Notary Public, Barry County, _____
My Commission Expires: 5/4/2020
Acting in Kent County, _____

[SPACE INTENTIONALLY BLANK]

Prepared by and Return To:
Jeffrey G. York
Dickinson Wright PLLC
200 Ottawa Avenue, NW, Suite 1000
Grand Rapids, MI 49503
616-458-1300

EXHIBIT A

Legal Description of Parcel A

EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTH 1/2, NW 1/4, NW 1/4, SW 1/4, SECTION 32, T6N, R10W, CASCADE TOWNSHIP, KENT COUNTY MICHIGAN. SUBJECT TO A RIGHT OF WAY FOR HIGHWAY PURPOSES OVER THE WEST 33.0 FEET THEREOF. THIS PARCEL CONTAINS 5.05 ACRES (INCLUDING R/W) & 4.80 ACRES (EXCLUDING R/W).

PP #41-19-32-300-014

EXHIBIT B

Legal Description of Parcel B

The West 200 feet of the South 130 feet of the North 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

More commonly known as: 5640 Kraft Ave SE

EXHIBIT C

Legal Description of Parcel C

That part of the N 1/4, NW 1/4, SW 1/4 of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan described as: Commencing at a point on the West line of said Section which is 168.31 feet South along the West line of said Section from the West one-quarter corner of said Section, thence North 89°44' East 1329.55 feet parallel with the South line of the N 1/4, NW 1/4, SW 1/4 of said Section to the East line of the SW 1/4, NW 1/4, thence South 0°01'00" East 162.72 feet to the South line of the N 1/4, NW 1/4, SW 1/4, thence South 89°44' West 1129.00 feet along said South line; thence North 130.0 feet, thence South 89°44' West 200 feet to the West line of said Section, thence North 33.05 feet to the place of beginning.

More commonly known as: 5620 Kraft Ave SE

EXHIBIT D

Legal Description of Easement

Part of the SW 1/4 of Section 32, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section 32; thence $S00^{\circ}11'29''E$ 331.36 feet along the West line of said SW 1/4 to the North line of the South 1/2 of the NW 1/4 of the NW 1/4 of said SW 1/4; thence $N89^{\circ}33'17''E$ 33.00 feet along said North line to the East line of Kraft Avenue and the PLACE OF BEGINNING of this description; thence $N89^{\circ}33'17''E$ 211.40 feet along said North line; thence $S00^{\circ}26'43''E$ 44.44 feet; thence $S89^{\circ}33'17''W$ 111.00 feet; thence $S69^{\circ}25'23''W$ 42.96 feet; thence $S89^{\circ}33'17''W$ 25.21 feet; thence $S61^{\circ}09'44''W$ 40.00 feet to the East line of Kraft Avenue; thence $N00^{\circ}11'29''W$ 78.25 feet along said East line to the place of beginning.

EXHIBIT E
Depiction of Easement

[See attached.]

W. 1/4 COR.,
SEC. 32,
T6N, R10W

W. LINE, SW 1/4, SEC. 32
S00°11'29"E 331.36'

KRAFT AVENUE

41-19-32-300-017
5640 KRAFT AVE.

41-19-32-300-023
5620 KRAFT AVE.

N. LINE, S. 1/2, NW 1/4, NW 1/4, SW 1/4, SEC. 32
N89°33'17"E 211.40'

N89°33'17"E
33.00'

EASEMENT FOR INGRESS & EGRESS

N00°11'29"W
78.25'

S00°26'43"E
44.44'

S61°09'44"W
40.00'

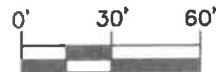
S69°25'23"W
42.96'

S89°33'17"W
25.21'

S89°33'17"W 111.00'

33'

41-19-32-300-014
5680 KRAFT AVE.



SCALE: 1" = 60'

Prepared by: Exxel Engineering, Inc.
5252 Clyde Park Avenue, SW
Grand Rapids, MI 49509

RE: 5680 Kraft 191904E
1/16/2020 bf



Steve

From: Roy Hawkins <RHawkins@grr.org>
Sent: Friday, January 31, 2020 2:14 PM
To: Steve
Cc: dstalsonburg@exxelengineering.com
Subject: RE: 5680 KRAFT AVE SITE

Steve:

Sorry for the late response.
These are acceptable.

Any questions please call me.

Sincerely,
Roy



Roy D. Hawkins, R.L.A., Airport Planning Engineer

Gerald R. Ford International Airport Authority
5500 44th Street SE | Grand Rapids, MI 49512-4055
616.233.6022 - voice | 616.233.6025 - fax



From: Steve <Steve@cascadetwp.com>
Sent: Monday, January 20, 2020 2:23 PM
To: Roy Hawkins <RHawkins@grr.org>
Cc: Doug Poolman <DPPoolman@cascadetwp.com>
Subject: FW: 5680 KRAFT AVE SITE

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Revised plans any comments would be appreciated.

Steve Peterson
Cascade Charter Township
Community Development Director
2865 Thornhills SE
Cascade MI 49546
616-949-0224

Steve

From: Beck, David <dbeck@kentcountyroads.net>
Sent: Friday, January 03, 2020 3:39 PM
To: Steve
Cc: Doug Stalsonburg (dstalsonburg@exxelengineering.com); Haagsma, Tim
Subject: RE: 5680 Kraft Ave

Steve,

I did a brief review/site visit back in November for Doug Stalsonburg. I also briefly reviewed the plan after receiving your email. There are no sight distance issues with the proposed drive locations, but there are some issues on the plan that need to be clarified including the approval for two drive entrances along this frontage by Tim Haagsma. I just forwarded the site plan for comment from Tim. The owner/developer really needs to make formal application and submit the necessary permit/review fee to get the process moving. Any questions, please advise.

Regards,



Dave Beck

Permit Manager

o. (616) 242.6901 ext. 2992 | f. (616) 336.4397

dbeck@kentcountyroads.net

Kent County Road Commission

1500 Scribner Avenue NW, Grand Rapids, MI 49504

kentcountyroads.net

From: Steve [mailto:Steve@cascadetwp.com]
Sent: Thursday, December 26, 2019 2:38 PM
To: Beck, David
Subject: 5680 Kraft Ave

Dave, will you review for driveway placement. This will go to the Township Planning Commission on Jan 20 for review but I would like your comments by Jan 6 if possible.

Steve Peterson

Cascade Charter Township
Community Development Director
2865 Thornhills SE
Cascade MI 49546
616-949-0224



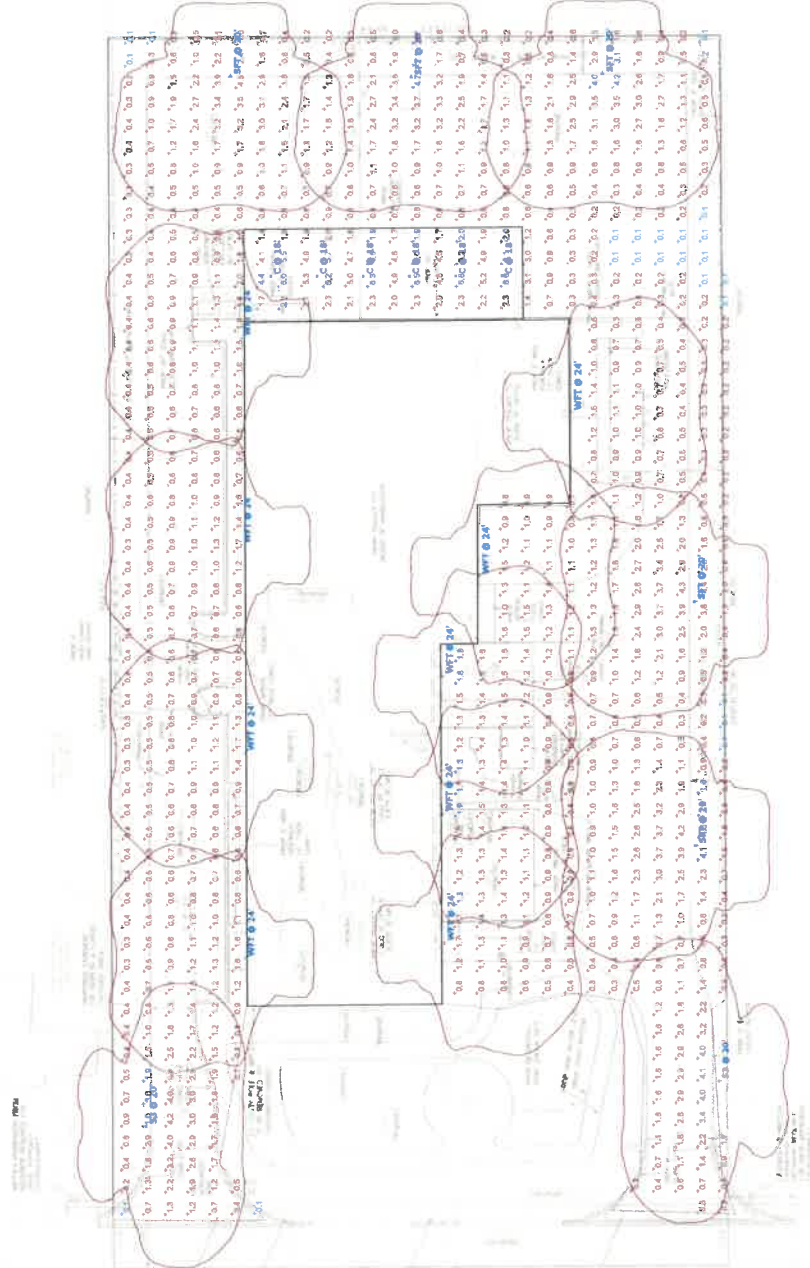
Augusta Tower 5680 Kraft Avenue

Designer
Date 2/20/2020
Scale
Not to Scale
Drawing No.
Summary

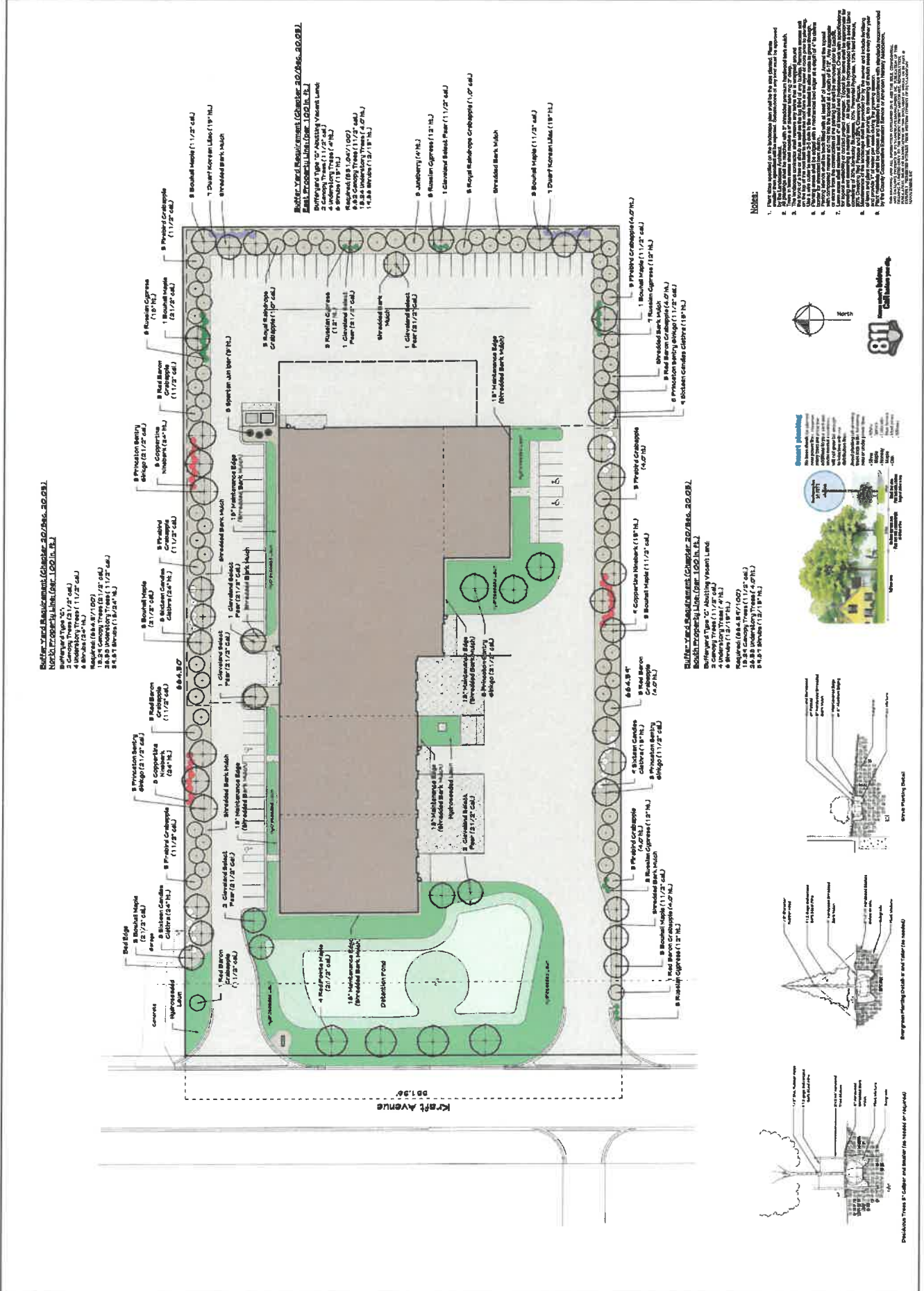
Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	1.3 fc	6.8 fc	0.1 fc	68.0:1	13.0:1

Symbol	Level	Qty	Manufacturer	Color	Code	Quantity	Notes	Notes
C	LED	6	LED	6K	PK	6	6K	6K
S3	LED	2	LED	6K	PK	2	6K	6K
SPT	LED	3	LED	6K	PK	3	6K	6K
WFT	LED	9	LED	6K	PK	9	6K	6K



Level	Quantity	Manufacturer	Color	Code	Quantity	Notes	Notes
LED	6	LED	6K	PK	6	6K	6K
LED	2	LED	6K	PK	2	6K	6K
LED	3	LED	6K	PK	3	6K	6K
LED	9	LED	6K	PK	9	6K	6K



STAFF REPORT

TO: Cascade Charter Township Planning Commission
FROM: Steve Peterson, Community Development Director
MEETING DATE: February 24, 2020
CASE: 2020 Work Plan

In order to help implement the new Master Plan and follow through with issues that have been identified through the joint meetings we had last year; I am submitting a comprehensive list for our 2020 work plan. Although, we will not be able to accomplish all these items in one year, I thought it would be helpful to keep working from the same list.

The issues are listed in order of how they were ranked during the joint meetings.

1. Outdoor Gathering Space
2. Communication/Hot topics for website
3. Identify known conflict areas for possible pedestrian improvements
4. Install water lines to fill gaps/environmental concerns
5. Install sewer line to fill gaps/environmental concerns
6. Engage property owners in the village
7. Purchase Riverfront property
8. Pedestrian bridge over the river
9. Permanent bus route on 28h St
10. Entry Signage
11. Install pedestrian scale lighting
12. Identify local Philanthropists
13. Rail service
14. Tactical Urbanism to test different cross sections
15. Adopt vision zero policy
16. KCRC – minimize pavement width
17. Review parking standards