

CASCADE CHARTER TOWNSHIP

REGULAR BOARD MEETING

**WEDNESDAY, February 11, 2026
7:00 PM**

**Public Engagement Summary
Distributed to Township Board
January 19, 2026**



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5920 Tahoe Drive SE • Grand Rapids, MI 49546

STAFF MEMORANDUM

TO: Cascade Charter Township Trustees
FROM: Jade Smith, Andrea Hendrick, Chris Khorey, McKenna & Associates
SUBJECT: Summary of Zoning Ordinance Public Comments
DATE: January 19, 2026

Staff has recently concluded a series of public engagement opportunities to gather input from residents, property owners, business owners, and other stakeholders regarding the proposed Zoning Ordinance amendments. These efforts were intended to provide multiple opportunities for feedback prior to formal consideration and potential adoption by the Board of Trustees.

To support broad and inclusive participation, Cascade Charter Township offered the following opportunities for public input:

- Six (6) public open houses
- Two (2) Village-focused open houses, with invitations sent directly to all Village property owners and operators
- One (1) individual meeting with representatives from the development and real estate community
- One (1) online questionnaire available to residents, business owners, and non-residents

All comments received through these channels have been reviewed and organized by topic and ordinance section. The attached summary reflects the most common themes and concerns expressed by participants.

Overall, feedback demonstrated general support for the proposed Zoning Ordinance amendments, as reflected in the questionnaire results. Responses also indicated strong support for preserving Cascade Township's rural and natural character and for the creation of a Village area.

The intent of this memorandum is to present public comments for Board review and discussion only. However, during the open houses and while responding to general questions, staff determined it was necessary to provide limited comments regarding private streets after discussing with the Fire Chief. Comments are reflected in Private Streets Summary below.



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At this time, staff is requesting direction and feedback from the Board of Trustees on how to proceed before bringing this item forward on a Board agenda for consideration and possible adoption. Please note that included in the comments is communication that was received by staff from a Board of Trustee Member. This information is being included for context as well and no other comments from the Board of Trustees have been received to date.

Please note that no changes have been made to the introduced version of the Zoning Ordinance. No revisions will be made unless directed by the Board of Trustees.

After reviewing the information provided, please do not hesitate to reach out with questions, requests for clarification, or for further discussion.

Thank you,

Jade Smith, Cascade Charter Township Manager

Attachments:

- Appendix A: Online Questionnaire Results
- Appendix B: Full Public Comment Log
- Appendix C: Development & Real Estate Community Meeting Notes & Private Roads Recommendation
- Appendix D: Additional Letters and Correspondence



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OVERVIEW OF KEY PUBLIC COMMENTS THEMES

Based on the frequency and emphasis of comments received, top concerns are summarized below in order of priority:

1. The Village
2. Private Streets
3. General Regulation Language

SUMMARY OF PUBLIC COMMENTS BY THEME

Village

Comment Summary	Suggested Change	Section
The term 'Form Based Code' generally causes hesitation in the building community.	Change the name "Form Based Code" to "Village Districts".	Article 8

Private Street

Comment Summary	Suggested Change	Section
The new width requirement for private streets is too wide.	<ul style="list-style-type: none"> • Decrease the required width for shorter streets and streets that service fewer lots. • See Private Street Summary Appendix B • See GRAR example in Appendix C 	Article 10.2

General

Comment Summary	Suggested Change	Section
Property owners would like flexibility for Mixed Use Developments.	Allow more than one principal building on a parcel (ex: condos, multi-building shopping centers).	Section 1.7
Residents noted concerns about lack of regulation for Data Centers.	Define data centers as a use and only allow them as a Special Use in the High Intensity Industrial District.	Articles 3 and 5
There is no clarity on when Special Uses expire.	Set the expiration of approved Special Uses to one year after the cessation of that Special Use's operation on the property.	Article 14



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ADDITIONAL COMMENTS AND OBSERVATIONS

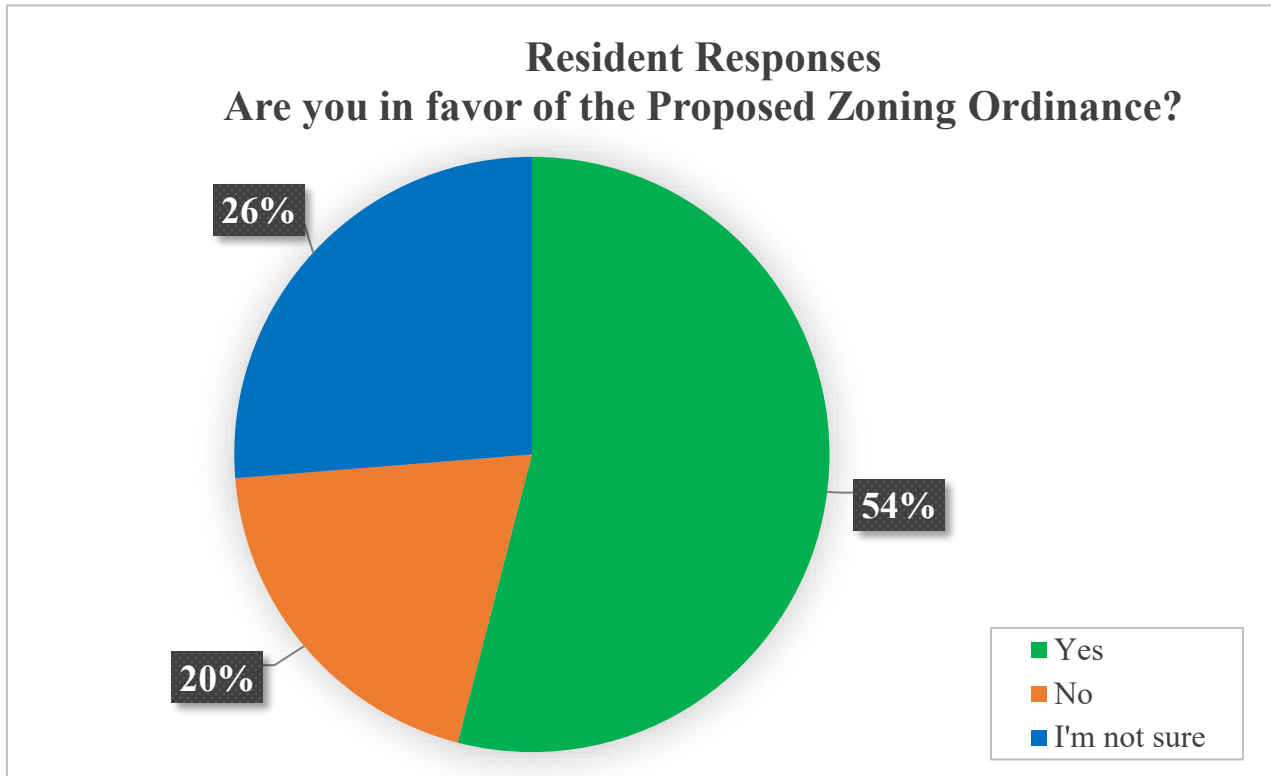
1. General support for the modernization of ordinance
2. Strong emphasis on preservation
3. Development Community feedback focused



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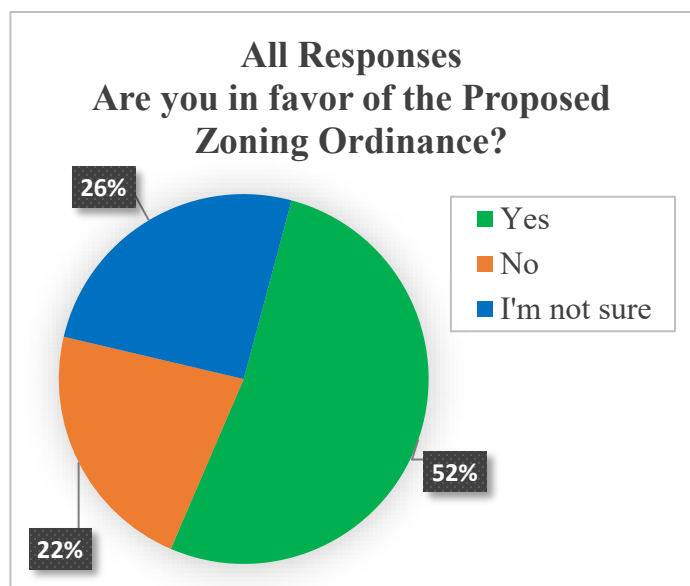
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Appendix A: Online Questionnaire Results



Cascade Charter Township published a digital survey that allowed the public to provide feedback from November 10, 2025, to January 13, 2026. Residency was not a requirement, but addresses were collected to evaluate consistency between resident and non-resident responses.

Overall, 158 people responded to the questionnaire. 141 responses were received from Cascade residents. When responses from non-residents were factored into the results, there was a 2% decrease in favor of the Proposed Zoning Ordinance. In both scenarios, a majority of residents are in favor of the Proposed Zoning Ordinance, roughly one in four of residents are not sure, and about one in five are not in favor of the Proposed Zoning Ordinance.

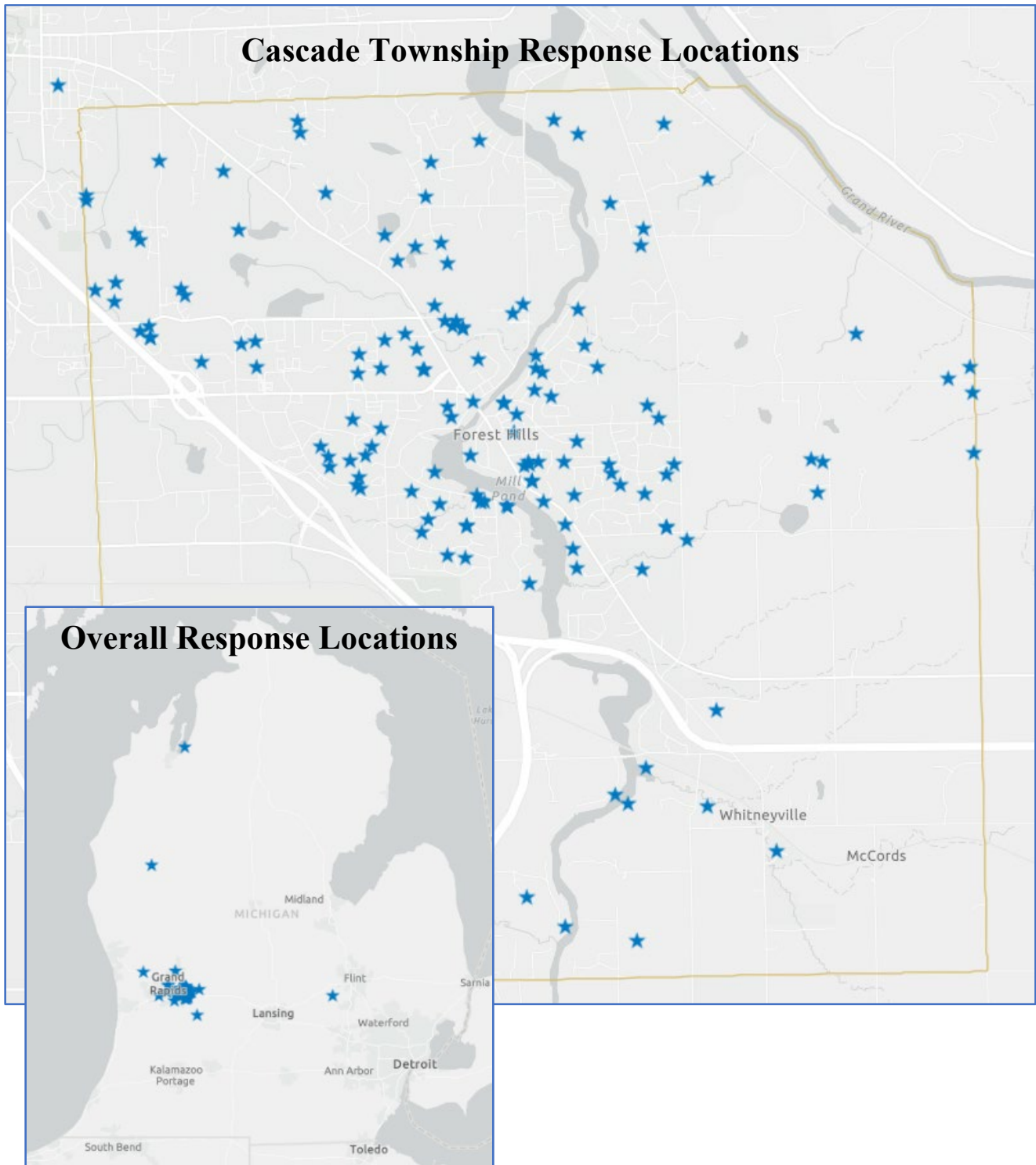




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Questionnaire Respondent's General Location



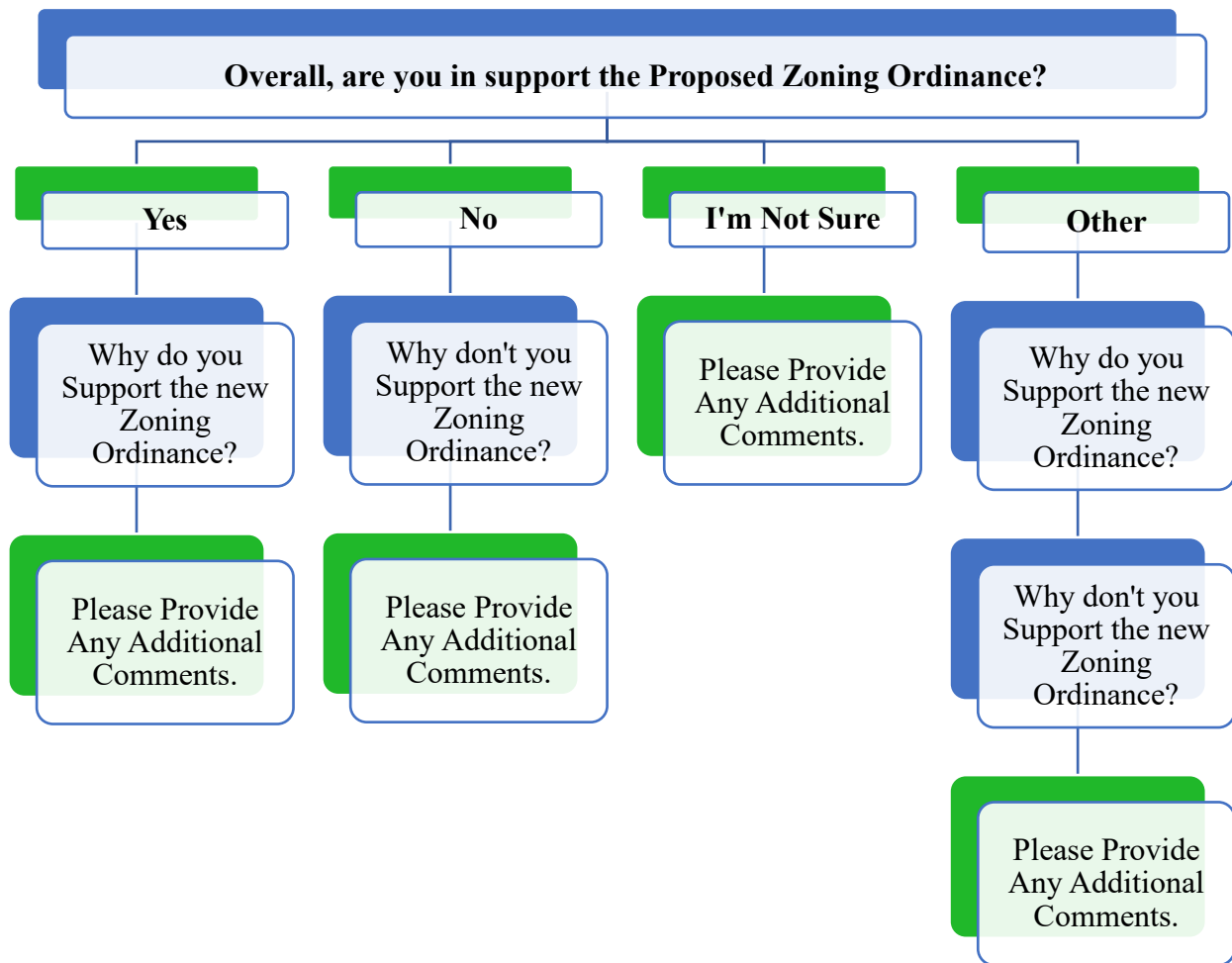


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Appendix B: Full Public Comment Log

The questionnaire required respondents to provide their name and address. This was solely collected to determine residency. The questionnaire consisted of open-ended questions without word or character limits. Respondents were able to submit feedback via online survey or provide written responses at the various open houses that were later entered into the online survey by Township Staff. The questions, as presented in the survey, are shown below.



The questionnaire officially closed on Monday, January 13, 2026. All comments were then sorted by topic and ordered by relevance in this appendix. The topics were as follows: preservation, village, commercial, residential, streets, animals, general, and other. The general category includes comments that were general in nature or spanned multiple categories. Comments are verbatim and are only altered in formatting and spelling, with clear spelling errors indicated with [brackets].

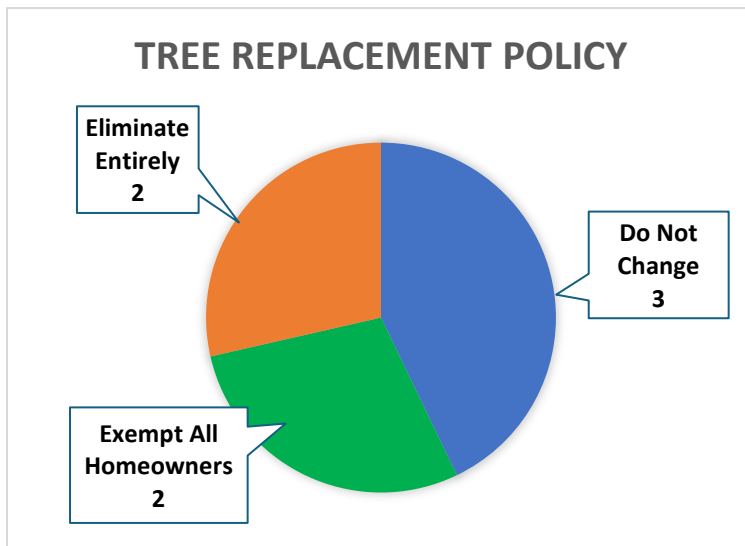


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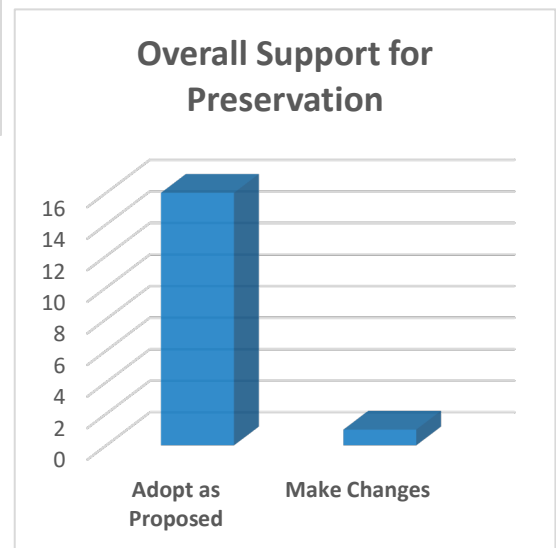
Preservation Summary

Key themes that emerged focused on the topic of tree removal and general preservation policy. Seven comments focused specifically on the tree replacement policy. The comments were split as indicated in the table below. The comments in opposition appeared to be influenced by incorrect



information about the content of the tree replacement policy. Correct information was included in the Frequently Asked Questions resource. This was posted on the Township website and available at the open houses. This helped to assuage residents' fears that they would not be able to cut down trees on their property.

Results continued to demonstrate overall support for the Zoning Ordinance's focus on preservation of greenspace, farmland, habitats, and rural character, and preventing the creep of commercial and industrial development into these areas.



COMMENTS REGARDING PRESERVATION

Comments from supporters of the Proposed Zoning Ordinance

- I would like to see Cascade maintain historical sites as well as green space/nature.
- Too many developments taking up green space and destroying trees.
- Tree protection, lot size restrictions to support local business over big box, protection of rural and farm areas. I like the change of focus in the cascade village area to be residential, park and walking access to local businesses - away from auto service. I support any further development of parks and nature areas.



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- I appreciate the limit to residential construction and permission to cut down trees. The community has beautiful topography that can easily and quickly change in the name of unfettered growth.
- There are so many opportunities for new businesses to occupy areas very close to Cascade without using up the remaining green space we have.
- Agree with keeping the more rural areas and feeling.
- Thank you for your diligence! I like adding residential living quarters above businesses in the village and the facade requirements. I also like reducing sprawling neighborhoods in farm fields.
- Please stand firm on the plans to protect open space, including the limitations on development access through private roads. I believe property values and quality of life would be enhanced by doing so, not the opposite as recent very vocal opponents claim.
- I completely agree that the overwhelming majority of Cascade Township residents wish to preserve the character of Cascade. Developers obviously have an agenda to maximize profit without wishing to address the density and traffic issues. There are vacancies on 28th street and there is not a type of restaurant, store, or other business which is not easily accessible to residents. We don't need anymore commercial or industrial developments. Further, the infrastructure of roads was never meant to support the large subdivisions being developed. It seems like developers would like Cascade Township, and the Grand Rapids area in general, to grow into a large city, with large city problems, when residents are not asking for these living conditions.
- Avoiding the twp from becoming an overly industrial area and protecting natural areas/habitats.
- I like the effort to make and retain the nature areas that benefit the residents and visitors to our community. It won't appear built up and sterile if businesses and housing use up all the nature areas and green spaces. The wooded area next to Gatehouse that is for sale should be zoned for a nature preserve.
- Provides rural areas to remain rural. I believe that we should maintain what naturalized areas that remain.
- Thanks for all your hard work. I am in favor of preserving green space and slowing development.
- I am for keeping the rural and green spaces and not for utilizing every available piece of land for development.



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- I am in support of a more community feel rather than big box stores/car dealerships and preservation of land and natural beauty. I live off 36th and we have no access to the bike paths that we pay taxes for. It is dangerous for us to bike/hike from Quiggle to Buttrick. The walking path needs to extend to Snow off 36th so we can enjoy the health and natural beauty we pay for. I am fine with leaving our area as not being developed but it shouldn't exclude us from the bike/hike paths afforded to all the other residence.
- Walkability enhancements and the benefits for not developing farm land and preserving tree coverage.
- Keep the rest of Cascade residential and rural to be an inviting, appealing place to live.
- I support requiring new subdivisions hookup to water and sewage. Additionally, I strongly support the conservation of trees in all new development. Thank you for your efforts!

Comments from individuals not in support of the Proposed Zoning Ordinance

- Hello. Property values for splittable parcels would be devalued if your new ordinances were adopted. You would be taking away our property rights.

Comments from individuals unsure if they support the Proposed Zoning Ordinance

- All I heard so far is we might need permits to cut down trees on our own property. That's insane and better not be true. Government overreach is not ok. There should be better communication with residents about any changes.
- I've heard I need a permit to cut down a tree. True? Why - seems like a money grab and not aimed at protecting the character of the village. What else is buried in the new zoning ordinance that takes away landowner rights?
- I would like to make sure than open spaces are preserved and walking paths are increased.
- We don't need to get a permit to cut down trees on our property, that is going to far with your authority.
- I've heard rumors that you are trying to enforce a permit to remove trees and as a resident that lives in the woods that is a problem when you have storms or trees threatening to fall down on standing structures or dwellings.

Comments from individuals who selected "other"

- i think most of the zoning ordinance is fine, i dislike that I cannot operate a small-scale bare root nursery from my home due to the fact that I have do not have 15 acres. I can grow thousands of bare root trees in a small space like an annual garden. To be honest I have not



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read the entire proposed zoning ordinance. I do support the fact that I can have 40 chickens on my property once it's passed. I am zoned agricultural and have 2.6 acres. The new zoning ordinance states that I may not operate a small-scale bare root plant nursery from my property due to not having the minimum 15 acres. This day and age you can operate a small-scale bare root nursery that sells mainly online, shipping out in November and March when the plants are dormant, so I get to keep my soil, continuing to create excellent soil life and there is no use for plastic pots. There is no infrastructure such as greenhouses and large outbuildings, no tractor equipment, no parking lot, no 9-5 business hours for people to come and go., so no traffic jamming up the area. I can grow thousands of trees in a very small space successfully. My focus is on cold hardy perennial nut trees, fruit trees, fruit bushes and perennial vegetables. I am passionate about this vocation and want to help other people grow their own perennial food systems. I would like to see the minimum acreage for a nursery be changed to something much smaller. 15 acres really gate-keeps the possibility of small-scale nurseries to be an option for people who want to sell plants to help feed people and wildlife and generate some income for their family. Also, I feel like If I am able to have 40 chickens once the new ordinance passes, but can only have a 25 sq ft coop for them to be in does not make sense. I am unable to have another accessory building due [doe] to me having under 3 acres.,(I already have a barn on the property). If you are granting more in the way of chicken count per property, you should also think of how that effects how to house them. If you allow someone to have more chickens you should allow them to have a coop that can house the number of chickens that you allow. I am not sure exactly what that clause could look like, but maybe a chicken coop should not be considered an accessory building. The chicken coop laws should go hand in hand with the chicken laws, they should not be separated. I could rant all day about my two previous dislikes about the proposed new ordinance. And am more than happy to help brainstorm/contribute in any way to get those things changed. Please reach out if that is the case!

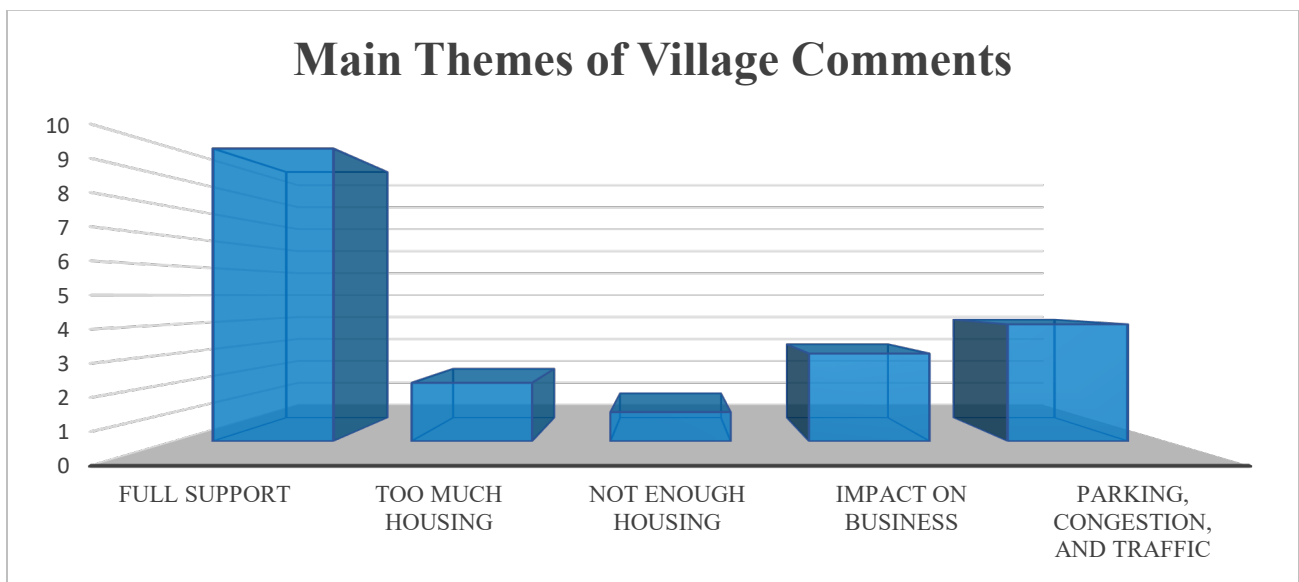


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Village Summary

Opinions about the Village varied. When weighing all comments and pulling out general themes, the desire for placemaking in the Village area continues to rise to the top. Respondents desire rural character and uniqueness. Main themes are characterized in the table below with full comments after that.



COMMENTS REGARDING THE VILLAGE

Comments from supporters of the Proposed Zoning Ordinance

- Love the form based code. Fully support all of it.
- Makes sense, we have plenty of access to big box stores and dealerships close by on 28th St. establishing a more quaint walkable village sounds great- thanks.
- I appreciate the township wanting to preserve the character of the area. I drive through Cascade most days, and shop and eat out there. Just one comment. I have seen other areas grow and not take into consideration parking needs and pedestrian safety near those parking areas. (Downtown in "new" Ada is an example). So, just keep that in mind when approving new businesses. Thanks!
- I am definitely in favor of limiting residential rentals in Cascade. I would not want more than 3 stories in residential areas. I have been watching the meetings online. The trustees and staff are doing an excellent job of researching, discussing and informing the residents of proposed changes.



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- All portions of the Ordinance that specifically result in the preservation of Cascade's unique character and enhancements to the quality of residents' lives. While we're at it, why not create a "walkable" community with restaurants and shops along and near Old 28th St.? This is a huge opportunity to bring in tax dollars and encourage people to shop, dine, bike and thrive in Cascade. We have far too many car shops, car washes and outdated plaza-type shops along that corridor. Isn't it time to step things up in this regard? I mean, really. This has to have been a discussion. Look at all the quaint villages and towns (Rockford, Ada, Holland, etc.) that have this sort of appeal. It's inspiring to think of the potential and depressing to see this area so underutilized. My 2 cents. Proud homeowner & Business owner in Cascade Township.
- Overdue to update the Village with a mixed-use approach, all while focusing on a consistent master plan.
- It is very important to create a village with residential and commercial development and change to helter skelter development of the past regime.
- To limit housing in downtown areas. Limit set back in downtown area.
- Don't want car dealerships or hotels in Cascade proper or businesses/apartment buildings over two story. Make cascade more walkable. Preserve the charm we currently have. Ad a bookstore or antique store Get rid of the stone house and bring events back into more of the village Work on public parking.
- As far as I understand, the updates would allow for the downtown village. That really is my primary concern, I really would like a downtown walkable village area for the Cascade township. Additionally, more green space, more parks, more pedestrian walkways, and slower speed limits. I'm fully in support of the Master Plan and the Downtown development authority. Less nimbyism, more centralized growth.
- We have chosen Cascade to raise our family for its character, away from the busier commercial areas in town, low density family residential area, while still close to the nearby amenities available for groceries, shopping and dining. I hope we can preserve that township feel while welcoming responsible growth. We must avoid what Ada has become, I don't how else to say, but it feels like Ada has a manufactured downtown/ village that just popped up...they have opened the floodgates to commercial and real estate development to such an extent so quickly, it feels artificial. Let's not let that [happen] in our village.
- Cascade is located adjacent to extensive commercial real estate and provides a highly desirable balance of access and habitability. Rather than allowing the boundary of 28th



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Street to create undesirable, bargain real estate just off the beaten path, the plan appears to shift the focus to create a distinct region with a village-like business district well suited to local engagement as well as investment from high-value local or boutique businesses that benefit the local community. The reality of the geography is that there will always be ample fast-food restaurants and big box stores to serve Cascade because 28th [Street] includes every major business that the community could ever want between Thornapple Drive and Kalamazoo. In the other direction, Lowell has its own availability. This leaves Cascade in an even better location than Ada, with only the vision and investment preventing it from being an equally enviable locale. One suggestion to further assist in preserving the village of Cascade is to implement more meaningful traffic control along Cascade Road from 28th Street to the Thornapple River. Its great to talk about improving the area, but it will not become a reality if cars are going 50 mph through the heart of the main business center. Volume traffic has other viable paths near the Airport and highway. Cascade needs to be the destination to avoid the association with drive-through businesses. Ada intentionally created a bottleneck in traffic to meet this same objective. This update would make the village a place where pedestrians feel comfortable. I appreciate the work being completed by the board. Thanks!

Comments from individuals not in support of the Proposed Zoning Ordinance

- From the past meetings that I attended this did not seem realistic. I understand that some residential guidelines must be changed. However, from speaking with people in the real estate market these changes were driving the price of housing up. Small business must be protected the idea of a downtown area is not practical for small business. Ada is having problems with the parking and traffic, it looks like we want to follow the same path.
- 8.2 B residential density restrictions and requirement for commercial on main floor. 8.2 D Lot split - no new lot shall be created that has an area of less than 1 acre!! Too restrictive!.8.3 A.10 & 11 - restricts residential use10.2 B. Restricting only 8 housing units off a private street regardless of overall acreage is ridiculous and overly restrictive!!10.2 C road width excessive Form based code hard to understand - not sure what I can do.
- I would like to preserve as much of the rural and semi-rural character of the township as possible. The proposed goal of promoting a walkable downtown seems like an urban planner fantasy that is not workable in Cascade township. People aren't going to walk out of their houses and wander around and shop. They will drive to their destinations and fulfil their needs when they get to their destinations. If they want to walk around and shop they



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will get into their car and drive to Ada or one of the malls and stroll around there. I don't want our trustees to make decisions that increase our costs or increase congestion. Before increasing density anywhere, they should do a thorough traffic study and improve traffic bottlenecks.

- I will address specifics shortly. The premise of your email is blatantly misleading when you portray that the new zoning ordinance preserves the rural and residential aspects of the township. It does not. It increases density plus expands apartment/rental complexes plus reduces setbacks which changes the expanse of our township properties. We have two main roads in Cascade Township ie 28th St and Cascade Rd. These two roads already are heavily traveled. A serious increase in density would negatively impact that [infrastructure]. Specifics: 400 units in the Township Center would negatively impact infrastructure and our rural feel. Apartments across the street from Tassel Park would negatively affect the beauty of the park and water. I do not favor increasing density with rental units in Centennial Business Park. During board work sessions I heard comments about walkability. Walk where? We are too spread out from residential areas to walk to retail areas. Plus reduced setbacks would cause safety issues because reduced visibility ie the International Beverage company next door to Cascade Roadhouse. I do support a downtown like area in Township Center similar to downtown Ada with parking. The board keeps talking about form based code but is unable to define said code. This township is under no obligation to address the housing shortage issue or enhance opportunities for developers to make \$\$\$\$.

Comments from individuals unsure if they support the Proposed Zoning Ordinance

- I think Old 28th St. needs to continue to be a location where businesses are viable and not changed to total residential. The street could be a one way with parking on both sides of the street, businesses on the first floor of all new buildings and residential on the higher floors and on the back of the properties. This makes more sense and supports the businesses on Old 28th St.
- The redevelopment may be good for Cascade TWP, but it would severely affect my business plans. I fear being forced to sell my building on Old 28th St SE.. I expect that fair market value would be offered for my property, and that I could continue my plans in a different location. But because all of my investments in this building have been with the focus of holding the building indefinitely (i. e.: new high-end furnaces, 50-year roof just installed), fair market value may not fully cover my investments. I fear that there is an investor behind the scenes who is driving this new zoning plan so that he can then purchase



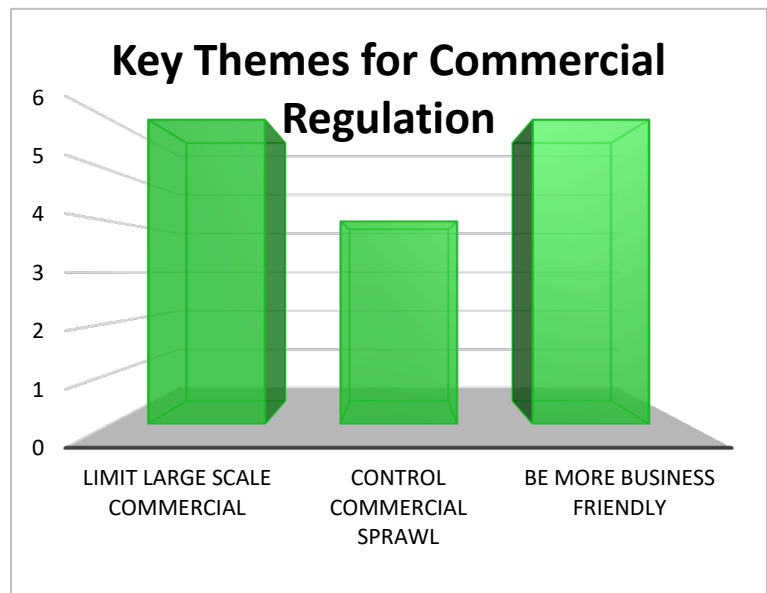
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all the properties and redevelop the Old 28th St corridor. I pray none are taking kickbacks/bribes/insider-trading-business-opportunities to pass this plan; but knowing how politics works doubt that my prayer will be answered.

Commercial Summary

While comments differed, three main themes emerged surrounding Commercial Property. The key topics were desires to limit large scale commercial development, control commercial sprawl, and create business friendly regulations. Some comments addressed a reduction or increase in residential density limits, but no clear theme emerged. On the topic of residential density, comments in favor were offset by opposing views. All comments on the subject are included below.



COMMENTS REGARDING ZONING COMMERCIAL PROPERTIES

Comments from supporters of the Proposed Zoning Ordinance

- Like the plans for smaller businesses vs big box or large dealerships. More retail would be welcomed and non-franchised chains which I think is being encouraged. Also support the placement of storefronts at the curb with parking in the rear and some coordinated architecture.
- Anything that gets rid of rentals, big box stores, car dealerships and keeps a small suburban feel.
- I'd prefer we keep Cascade focused on small businesses. The Meijer portion of 28th street and the car dealerships to the east of that are too busy. They are also attracting a criminal element. If anything the east end of 28th near Old 28th should be more limited development than it is now.
- Keep green spaces, fill existing vacancies with a variety of businesses that bring people to area more often.



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- If has not been done since 1975 it is time for a update. Also controlling to spread of Commercial and industrial development is important.
- I enjoy all that Cascade has to offer and I'm not interested in expanding the commercial footprint beyond what we now have.
- I think it is time to protect the land and atmosphere of Cascade. Keeping large growth and large businesses from taking over our neighborhoods is a good plan. To keep the feel of a smaller town, allowing small business and restaurants to be here to support the small-town feel is what i would like to see. Not chain stores or restaurants taking over to erase the neighborly feel we want to keep.
- The need for more straightforward understandable zoning. In reviewing the zoning ordinance, I believe that more study or input would be important. Our company owns multiple properties in the Township, several for over 25 years, acquiring many properties and to date never selling any. Some of the changes that are proposed for those properties are uses that would be very difficult to do, if we were to do a change of use. Additionally, we are somewhat constrained with what uses are looking at moving into or relocate within the Township, and the requirements of those uses have. Some of the requirements that or critical to potential new tenants appear to either be different from what the Township would like to see or would require a, exception (requiring additional meetings and approval) that many users don't want to take the time to do.
- Like the plans for smaller businesses vs big box or large dealerships. More retail would be welcomed and non-franchised chains which I think is being encouraged. Also support the placement of storefronts at the curb with parking in the rear and some coordinated architecture.

Comments from individuals not in support of the Proposed Zoning Ordinance

- One of the reasons I moved here is because plenty of stores and employment opportunities for me and my daughter are close by. I don't want that going away. It's an economic issue.
- Too restrictive. Requirements for retail on first level of buildings difficult to achieve and causes vacancies. Restrictions on multi-family housing locations restricts population growth.
- Section 7.4 / Centennial Park Overlay Zone This Centennial Park Overlay Zone needs higher density for the creation of multi-family that meets the needs of seniors downsizing from their large Cascade Township homes and young professionals working in Cascade



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Township who want proximity to their work. Centennial Park has been previously identified as an area that is very suitable for high density. A luxury housing community requires a minimum of 200 units to provide luxury amenities and to support onsite management and maintenance. The vacant 7-acre site located within Centennial Park at 3025 Charlevoix Dr. is especially suited for high density for the following reasons:

- 1) It is served by two public streets: Charlevoix Dr. and Orchard Vista Dr.
- 2) It has all public utilities adjacent
- 3) Centennial Park has five means of ingress and egress to disperse traffic
- 4) Centennial Park has sidewalks and lighting throughout for safe walkability
- 5) Centennial Park has restaurants, retail, office space and a hotel within walking distance
- 6) Centennial Park is adjacent to an Interstate 96 expressway interchange
- 7) Centennial Park is two miles from the Gerald R. Ford International Airport

It is time to support housing development that will provide smaller, high quality, more affordable housing for seniors and young professionals in Cascade Township.

- None of my business properties have been effected, so I have no specifics. But from my point of view too many changes are being made which will not allow thorough evaluation of each owners perspective from the townships side. Yes the changes simplify things for the township, but from my experience, the township is using required public comment periods to justify changes without due process. Since reporters are no longer attending meetings the township feels they can do whatever they want. I am sure this comment will be ignored too.
- I do not support the proposed zoning ordinance because it allows increased density and mixed-use development without adequate protections for existing residential neighborhoods. I am concerned about traffic, parking, and loss of neighborhood character, as well as unclear impacts on infrastructure and property values.
- There needs to be more flexibility in the plan. The current plan doesn't allow for the healthy growth that is needed to support the long-term needs of the township. Limiting development rights with these rules will diminish land values and limit the ability to grow the tax base thus resulting in higher taxes and lower values.
- I do not support the proposed zoning ordinance because it allows increased density and mixed-use development without adequate protections for existing residential neighborhoods.



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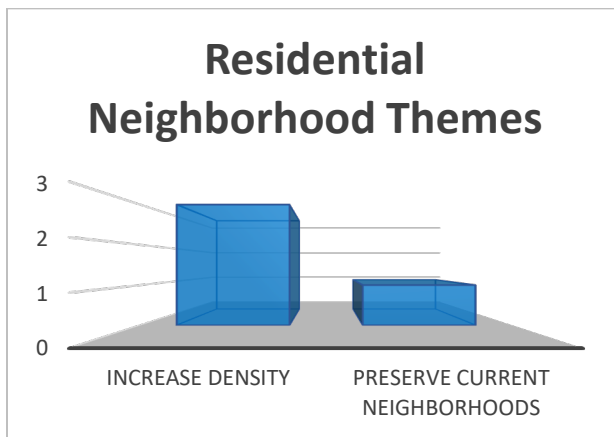
I am concerned about traffic, parking, and loss of neighborhood character, as well as unclear impacts on infrastructure and property values.

Comments from individuals unsure if they support the Proposed Zoning Ordinance

- More business is always a great opportunity!
- I agree we do not need another car dealer or a big box store. Some mixed-use area would be nice, with stores on the street level and apartments above.
- Possibility that my commercial building would have to be sold to/for the public good. I do not want to sell my building.

Residential Summary

Limited comments were received directly related to current residential neighborhoods. They are generally summarized in the bar chart below.



COMMENTS REGARDING ZONING IMPACTING RESIDENTIAL PROPERTIES

Comments from supporters of the Proposed Zoning Ordinance

- I have owned my home here for 39 years and I've already experienced encroachment of my property to the west with a new development of folks who don't understand respect of property lines. Also, there have been enough developments, many acceptable, but multi living condos and apartments means more traffic. Cascade is one of the few places in the Grand Rapids area that has the charm of pasture, woods, ponds, etc. Let's keep it that way!
- I'd very much like to see a zoning ordinance passed that restricts the storage of campers, trailers and industrial equipment on residential lots smaller than 1.5 acres for periods of longer than 14 days. I appreciate peoples freedom and desire to recreate but our



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neighborhoods shouldn't be turned into trailer storage parks. This activity is unsightly and devalues our properties.

Comments from individuals not in support of the Proposed Zoning Ordinance

- Used to own a house in Cascade, at 7330 Leyton Drive SE. When it was time for a divorce, I saw there weren't 1 BR rentals or condominiums in the township. Residents want to preserve the rural nature? They should go move to Cedar Springs or Marne or other areas which aren't growing. If you're not growing, you're moving backwards. Now, at the age of 64, I look at Centennial Park, previously approved for high density housing, as an ideal spot for age in place senior housing. Who will live there? It'll likely be Cascade Township residents who don't want to move far from the neighborhoods which have become familiar to them. That area, near highways, grocery and easy ingress / egress to 28th Street, wouldn't see "traffic problems" from "seniors", since they're generally doing activities on-site, to the extent possible. Zoning for high density senior housing brings stability, maintains and grows a tax base without much in the way of demand for municipal services. To NOT have senior housing options means the Cascade [Township] seniors will have to go live elsewhere. Senior housing doesn't turn over much. People stay there until they die. Seniors have respect for their property and the property of others. They're not like your average renter. I didn't stay in Cascade when I got divorced because there were no small condominium or apartment options. I won't be moving back to Cascade once I need assistance with my activities of daily living because those options aren't provided there. Cascade Township is a beautiful area. The affluence shows. Make your Township a destination for a lifetime, not a place to come and buy a big house, then move away. It's not a rural community. Don't be swayed by the NIMBY crowd which believes there should never be anymore growth in town. If you don't allow high-density senior housing in Centennial Park, there won't be a place for the NIMBY crowd to age, in their hometown. They'll be forced to move. Thank you.
- As a realtor at RE/MAX OF GRAND RAPIDS (FH), I have many clients who find it hard to get housing in Forest Hills due to the limited inventory of homes available and not enough housing that is from this decade. I grew up going to Forest Hills Central and I myself desired to live where I grew up and work by but I ended up buying out in Coopersville 3 years ago. There were options in Cascade township that I could afford, but I simply found much better in Coopersville. What I bought would've cost easily 800k+ in Cascade if not over a Million dollars. We need more favorable zoning to allow greater density so we can



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build more housing for young families and seniors who are stuck in their mini-mansions, as there are no reasonable downsizing options in Cascade.

Comments from individuals unsure if they support the Proposed Zoning Ordinance

- Regarding sec 7.4 I would suggest a higher density and have personal experience on the effects of not providing such. in 2015 my wife and I sold our Cascade Hills home and could not find a suitable size condo to downsize from. We chose Cascade as the community we wanted to raise our family. After the kids grew up, we wanted to downsize and stay in Cascade and sadly there were not any options. Cascade lost our support of local business. My commute to my office went from 3 to 10 miles. Also all 3 kids could not find suitable housing for their first home. All 3 did purchase homes out of Cascade They would have liked to stay in the community they went to school and grew up in. I also saw the lack of suitable housing for young professionals and empty nesters as a realtor for 36 years. I had many buyers who requested options which I could not produce. I wish there would have been more options. I would have loved to recommend Cascade. Seems to me that higher density would be a very good thing for the township keeping current residents and gaining many more. What a win with creating new tax bases and providing much needed housing.

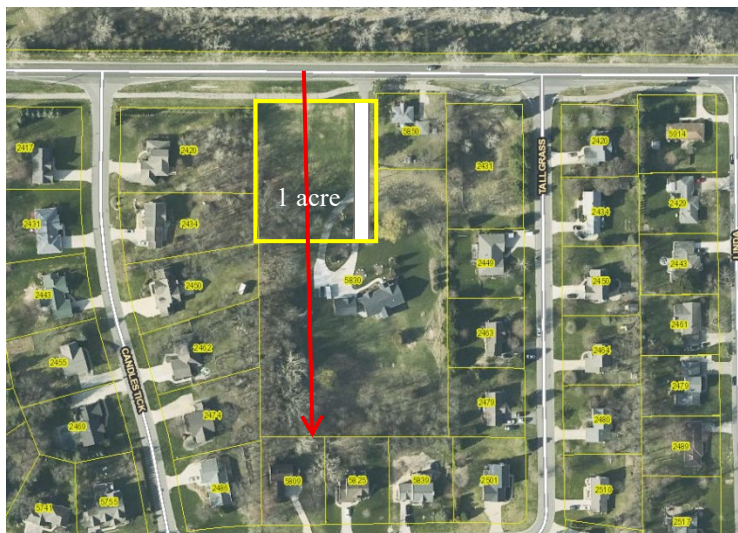


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Private Streets

A limited number of comments addressing private streets were submitted by respondents in the survey, however the comments that were received were detailed. In addition to survey responses, residents met with Township Staff and Board Members, in person, and shared practical examples of properties within the township that may be unintentionally negatively impacted.



The image to the left shows a 3.79-acre single family (R-1) residential lot with public access on Burton. The lot has adequate land to add an additional residential lot that meets area and width requirements of the R-1 Zone District.

- Minimum Lot Area: 1 acre
- Minimum Lot Width: 110 feet

To meet the requirements of the Proposed Private Streets section, the width of the street would need to be a minimum of 22 feet. In cases where the private street is less than 500 feet from a public road, the fire department could position the fire truck at the public street and use hoses to access the fire (Township fire hoses are 600 feet in length). Therefore, the width of private streets under 500 feet long would not need to be designed to accommodate fire truck access.



Based on comments from the public and feedback from the Fire Department, staff recommend decreasing the required width of private streets on streets with a total distance of less than 500 feet.



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COMMENTS REGARDING PRIVATE STREETS

Comments from supporters of the Proposed Zoning Ordinance

- I believe we are an upscale neighborhood, and the current streetscapes do not reflect that; development has been haphazard along our corridors. I also understand the upgraded requirements for private roads as a means to support those residents for emergency services. Finally, we do not need more residential complexes with high density that will lead to increased congestion. Good work, you have taken your time and worked with consultants to upgrade the standards.
- Widening drives for fire safety seems appropriate.
- I am particularly interested in the private streets ordinance. Upgrading the provisions is important for long term use and safety. I have skimmed all of the proposed amendments and approve of them all.
- We're concerned with the rapid expansion of the Tera Nova development between 28th St and 36th St and the unintended consequences to nearby homeowners. For example:
 - 1) Water quality diminishes. We have had to upgrade our water system twice adding a new softener, iron filter, and RO drinking water system since the Tera Nova and Kennett Square developments went in.
 - 2) Water table declines. Our small but beautiful pond in our back yard has dried up.
 - 3) The natural beauty and wildlife of our neighborhood is impacted with ponds drying up, trees removed, decline in wildlife including waterfowl, owls, and foxes. Deer populations are dispersed from their woodland homes to neighborhoods where they become pests and dangerous to drivers.
 - 4) When we reviewed the proposed Tera Nova housing development expansion, we have the following concerns:
 - a) Potential drainage issues to our property and private road with the extension of Quiggle Ave. This could result in extra labor and expense to maintain Setting Dr and our property.
 - b) Errors in planning maps that indicate an easement gap on our property which may require legal fees to correct.
 - c) Potentially being forced into an HOA.
 - d) Lack of notification to nearby homeowners of housing developments being considered. Here are some examples.



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- i) Previous ordinances that were not enforced. Bob Camp split the property north of Setting Dr without upgrade to the road. This occurred in Dec 2007 and violated the Private Street Ordinance of 2002, line G item 2.
- ii) We were not notified when Kennett Square and the first Tera Nova developments were being planned.
- iii) We were not notified when the Tera Nova expansion was proposed. This forces us to scramble to research our rights and options before the approval of the project.
- iv) This is not transparency, rather it makes us suspect Cascade Township supports developers over the rights of long-time residents. It is our hope that the new zoning ordinances will address this concern.

Comments from individuals unsure if they support the Proposed Zoning Ordinance

- Neighborhoods with narrower streets and homes built closer together are safer, more walkable, and foster a stronger sense of community. Slower traffic encourages people to be outside, kids to play, and neighbors to interact, which improves safety and quality of life. Emergency access does not require oversized roads; it depends on clear travel widths, proper turning space, and thoughtful design, all of which can be achieved without widening streets. Tighter spacing also reduces infrastructure and housing costs, making neighborhoods more affordable for young families and supportive of a healthy mix of incomes, rather than promoting isolated, high-cost development.
- It is difficult to keep areas rural when Cascade is within 20 minutes of a popular and growing city. There has been a housing shortage over the last 9 years or so. We need less restrictive zoning for growth, not more restrictive. The main issue I have with the proposed change to the zoning ordinances are with the limitations to private roads (private street ordinance ch 19 art 10). Private roads are very common for new developments. To limit that building to only 8 units seem incredibly restrictive. I'm also not sure why the road widening would be necessary.

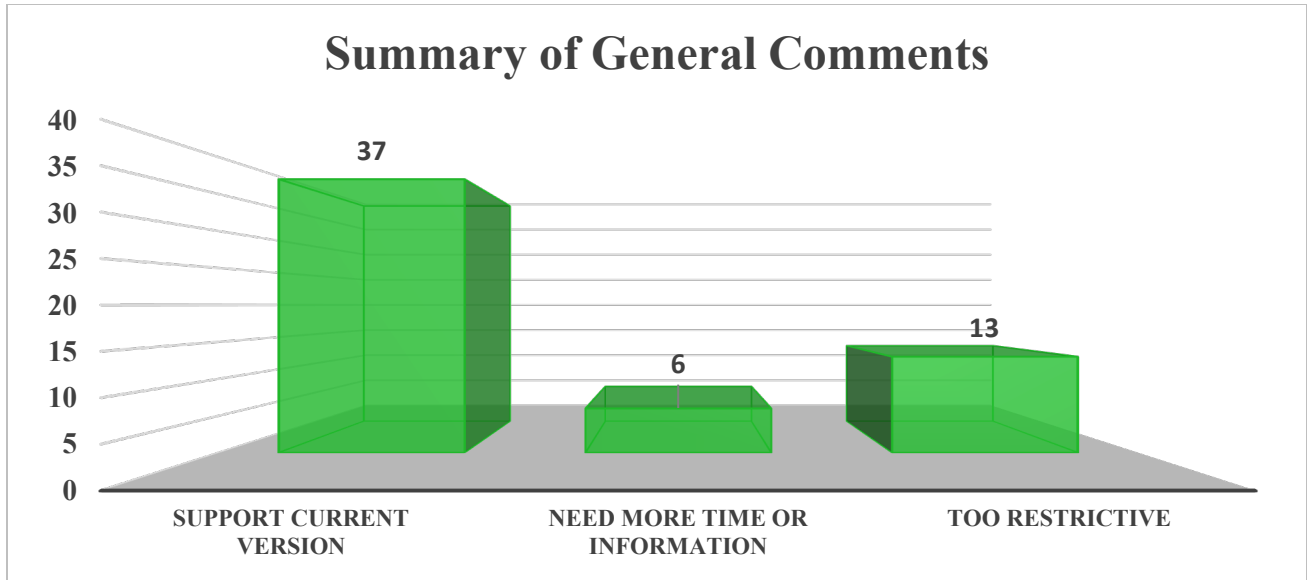
General Summary

Comments compiled in this section were either general in nature or contained multiple topics. A few themes prevailed, which were consistent with comments received in the past. No comments in this section contain references to specific language contained in the proposed Zoning Ordinance.



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GENERAL COMMENTS

Comments from supporters of the Proposed Zoning Ordinance

- Some changes need to be made, and this seems solid and thoughtful. I'm against high rises, big box stores, car dealerships and gas stations. Also opposed to more apartments and condos, as I feel that has ushered in a new wave of crime here.
- 100% support. Smart growth. Good balance. Love the form based code.
- Maintaining or 'rolling back' the current level of urbanization and limiting new projects that could take away from the 'Cascade feel' is an important issue for us and we support changes to zoning that would enforce that view.
- Keeping Cascade under control
- I trust our current leadership to make good decisions on our behalf.
- I support the idea of maintaining a good balance between commercial and rural. It's nice to live near all the stores I need but still be able to drive a short distance and see rural farmland and forest. Thoughtful balance is key to good living environment.
- Anything that gets rid of rentals, big box stores, car dealerships and keeps a small suburban feel.
- Rules need to be updated periodically to keep them current with changing times.
- I support them because they need to be updated. We do NOT need another car dealership next to the Subaru dealership as Fox Motors has expressed an interest in. Cascade does not need more PUDs. We do not need more apartments. The new zoning is trying to help keep



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green and wide-open spaces and not have massive development. I want a more walkable village area if possible. Keep up the great work!!!!

- I do not know all of the ins and outs but I trust the people making the decisions have the best interest for the township as a whole.
- I agree with the efforts to preserve Cascade's small-town feel.
- All portions of the Ordinance that specifically result in the preservation of Cascade's unique character and enhancements to the quality of residents' lives. While we're at it, why not create a "walkable" community with restaurants and shops along and near Old 28th St.? This is a huge opportunity to bring in tax dollars and encourage people to shop, dine, bike and thrive in Cascade. We have far too many car shops, car washes and outdated plaza-type shops along that corridor. Isn't it time to step things up in this regard? I mean, really. This has to have been a discussion. Look at all the quaint villages and towns (Rockford, Ada, Holland, etc.) that have this sort of appeal. It's inspiring to think of the potential and depressing to see this area so underutilized. My 2 cents. Proud homeowner & Business owner in Cascade Township.
- Low buildings, green space and working to ensure there aren't not areas that are dilapidated within the township.
- It will increase my property value.
- Consider a centralized parking system to manage increased traffic and residential parking needs that would avoid row after row of garage doors.
- We have a wonderful quality of life in Cascade township. I trust our dedicated township leaders to make decisions that are best for all residents. They have proposed zoning changes based on lengthy study and expertise.
- Thank you for addressing this and all the committee's hard work. Thank you for working on controlling commercial development and the work being done to preserve and expand parks and village spaces.

Comments from individuals not in support of the Proposed Zoning Ordinance

- Don't agree with the overall vision it displaces current business. A property owner should be able to do what they want with their own property too many restrictions it is not the place of the township. There has not been enough transparency from the Township of Channing the Zoning. We DO NOT need more parks and paths. The current ones are not even well



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maintained. Bottom line you are overstepping your boundaries especially trying to dictate what one can do with [their] own property.

- It is too restrictive on property owners. Development can be managed without being stopped. Existing businesses will also face obstacles to adapting their operations.
- The overall text is too restrictive and creates an adversarial relationship between the township, property owners and architects/builders/developers. The planning commission and its planning consultant should host an input forum with architects, builders, developers and realtors that are actively engaged in our community.
- I feel the updates as proposed are too restrictive and are based on assumptions of public desire, wishes and/or support founded in limited survey data and anecdotal feedback being interpreted very narrowly in a way that supports an outcome. I don't feel this is in long term best interest of the cascade community.
- I do not support the zoning changes because it will hinder our business and what we have done over the last 50 years in the township. The transparency has lacked and we never heard about this until the middle of the summer when they say they have been working on this for over a year. They have not taken any business considerations in about [their] decisions and whether a grandfather clause or not is created it still handcuffs us on future development. Not to mention for the second time in our lifespan here in Cascade township they are going to limit more people from being able to access our business not only customers but also employees.
- Cascade Township is an upscale community, which makes it appealing to most. The last thing we need is low-income apartments/housing and more traffic. This is support by developers that don't live here or have only a short-term financial interest. I think posting any final decisions on this issue for 6 months is a good idea. This zoning change is not in Cascade Township's best interest. These apartment and rental housing options are readily available in adjoining communities Ada, Lowell, Kentwood etc.
- Overreach. Too limiting with number of homes on a private drive as well as the width requirements. Good intent to develop a village, but the desire to keep developers away will be successful and it will be too challenging and costly for anyone to develop it. Should have partnered with developers and local subject matter experts for feedback and feasibility. Spending too much on parks when the existing ones are not utilized. I am disappointed I do not feel that the township is listening to feedback and concerned tax paying citizens.



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- While I understand the importance of zoning so the land is used responsibly to the benefit of the community, the lengthy zoning proposal is a little difficult to understand completely, and also seems to be missing some items. I feel there needs to be more specific language about DATA CENTERS. These can put a strain on energy power grids and natural resources. Furthermore, this could cause environmental damage to the area and cause issues to Cascade in the future. Data centers could become obsolete sooner than expected with changes in technology, and then we could have massive structures that are abandoned in our community. I am not sure how I feel about some of the proposed transformations of Cascade, but I do hope that any new zoning does not hinder responsible development for residential housing that is somewhat affordable, benefitting the community. I love living in Cascade Township and I hope that we can KINDLY and objectively work together for the common good of the community. I appreciate the opportunities for surveys like this, as well as the open house, which I attended today. I hope there are more opportunities for things like this in the future. It is helpful to the community and may reduce tense board meetings in the future.
- Flexibility is needed in the regulation of private streets to support property rights. Density thresholds need to be increased in select areas of the Township to meet community needs in support of more housing opportunity. Changes need to be made to the Form Based Code in support of Cascade Village local businesses. Changes to support property rights and values will keep the Township's tax base from stagnating. A blunted tax base could result in a property tax increase for Cascade residents.
- The City has been run the same and business flourished for years. We not have not blighted areas or problems in the Township limits. Why force businesses to adhere to regulations that may not enhance their business at all. We are not Ada.
- The rezoning vote should be paused until we hear response from the public on their deep concerns. In regards to owner property rights...Flexibility is needed in the regulation of private streets to support property rights. Density thresholds need to be increased in select areas of the Township to meet community needs in support of more housing opportunity. Changes need to be made to the Form Based Code in support of Cascade Village local businesses. Changes to support property rights and values will keep the Township's tax base from stagnating. A blunted tax base could result in a property tax increase for Cascade residents. Also would like Cascade Township to complete an analysis of the financial impact of the current proposal. Before passage of any proposal, the Township would best



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study its impact on its property owners, their property values, the Township's tax base, and the economic impact on Cascade businesses. Also, the so-called Cascade village is not a village. It is currently a strip. It is not walkable and does not offer any safety for families and children riding bikes etc to cross cascade road. We are not Ada Village and do not have a hotel and restaurants and a CUTE VILLAGE that offers community. Before any changes are made to MAKE a park and call it a village is irresponsible. The public needs to understand where their tax dollars are going and does it provide legacy improvements... It is critical that the township Board listen and not take comments personally but LISTEN to the residents who PAY the TAXES where they live. It is NOT OK TO IGNORE and go ahead and vote late when residents are not present to oppose and or comment in person. The timeline on when voting will take place should be published. It is the responsible to let the public know.

- The current proposal [restricts the dynamic growth] of the area favoring those who fear the imminent changes of our society. Allow more [dense] population we need spaces for those that no longer need a big high maintenance house but will like to keep their social equity built along the years living in Cascade. Let's make a [community] that embrace not one that push away seniors and businesses.

Comments from individuals unsure if they support the Proposed Zoning Ordinance

- I like that something is being done to harmonize the PUDs.
- I'd like to keep Cascade with less big box stores and more small local businesses.
- I would like more details provided including how it will directly impact my neighborhood as well as the Cascade corridor. I believe we are missing an opportunity to improve the desirability of Cascade if we can't lure improved casual dining (not fast food) and shopping opportunities. It seems a waste to convert all the property in and around the main corridor to more and more green space. While some are not a fan, and perhaps they have gone too far, I think Ada has a much better plan than what I'm hearing about this one.
- Keep cascade the way it is, no more big box retailers. Walmart was more than what we needed so close to Cascade. We appreciate the bedroom community, limited traffic and limited crime. No reason to upset the apple cart.
- I haven't been able to attend any of the meetings where zoning was discussed. The original maps I received didn't have a legend to explain the acronyms used on the map and how BD1 might differ from BD2, for example.



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- Questioning the unrelenting want of a “village area” which despite changing demographics, is not going to be the focal point of the community. There can be a “community area” which encompasses the general location of Thornhills/Cascade Rd through to Burton & up 28th St. as it pretty much is now. Through the years ideas of a village area have been brought up, but to no avail. Having no jurisdiction over the roads has hampered all ideas. The proposed restrictions for businesses are very confining and the vacant land available is almost negligible. So future limitations seem pointless-the new restrictive building codes are not in keeping with existing businesses. Businesses need to be able to attract their customer base to suit their business not government based. Companies look at demographics not style to enter an area. As much as Cascade would like to have a village feel, most of the land in the business district is already developed. The zoning plan presented seems to want to recreate an existing atmosphere that, business wise, is thriving in its own right. Turnover of properties is not that great & trying to reinvent the wheel seems unnecessary. There is no easy plan for the future but being too restrictive will only harm what Cascade already has. Your businesses are doing well and are actually already paying for Cascade’s well-being through the DDA Issues should be directed through them & not circumventing them through the township. If anything, the DDA needs to have a separate building & grounds department to focus strictly on the business corridor.
- I've grown up in Cascade twp. since 1954. My siblings and I went to FHC, my 4 kids went to FHC, my grandkids are in FHN. I'm a big fan of Cascade Twp. I believe that commercial and industrial both have a very important place in the twp. The airport and area surrounding should be industrial. Commercial on Cascade and 28th both is important. So I think I'd say I'm against the zoning amendment.
- need to have a better understanding of why builders and property owners are resisting the change
- Overall, I think many of the amendments are good, but I have concerns about over-restricting density at a time where affordable housing for our kids is critical. I was fortunate enough to find an apartment in Cascade when I graduated from college and I'd like at least some options for my kids when they do the same. Their only other options would entail moving to communities with higher crime. I realize the Twp can't control cost as that is derivative of demand, but it seems there should be some effort to allow for generally more affordable options. I remain confused about a lot of the new requirements. If I'm reading some of this correctly, it would seem that a parapet wall is required to obscure new



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chimneys. Am I reading that right? Is this practical? I have concerns about mandating private drives with a 20' width. I understand the emergency implications, but that still seems excessive. Maybe 16.5' would be a good compromise? I look forward to the [education] sessions. Thanks for the opportunity to provide additional input.

- I would very much like to see Cascade Township's remaining green space preserved! I do not want to see industrial development in our area. I believe there are enough commercial industrial zones that already exist and incentives should be given to companies who choose to renovate & update old vacant buildings. I also think we've seen too much residential development and hopefully that will be minimal in the future. Mega neighborhoods that have no charm, no unique architecture and are crammed in together on tiny lots are unsightly and unpleasant. Thank you for taking the time to listen to your long-time residents and respecting our thoughts & feelings.
- I think there are ways to “meet in the middle” on many of the issues, allowing for the preservation of the community’s ambiance, improving its visual appearance, creating a “true downtown” and providing more affordable housing options. Please don’t hurry things through.
- 1. not layman friendly.
 2. would be great to see commercial tax base increase in commercial areas as Cascade Township is very expensive
 3. Leave residential and open areas as they are
 4. increase walkability by extending bike / walking path from Cascade Farms Dr to Cascade Road on Laraway Lake Dr before someone gets hit by a car
 4. increase walkability by extending bike / walking path from Cascade Farms Dr to Cascade Road on Laraway Lake Dr before someone gets hit by a car
 5. provide an easement on all Thornapple River properties so all residents can walk the Thornapple River
- After listening to the public comments at the last Twp Board meeting, one thing jumped right out and that is those with a financial interest in expanding housing and retail in this community were the loudest voices. (Developers, landlords, realtors, etc.) Make a quick buck and get out. I am opposed to increasing dense housing to include lots of apartments, jam packed starter home neighborhoods and large-scale retail businesses. I appreciate the flavor of Cascade as it is which is why we chose to move here 20 years ago. I appreciate the size and privacy of our property. We pay pretty hefty property taxes to enjoy living here.



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Our property borders Cascade Road just east of the village area. I can tell you firsthand that the constant busy traffic is not conducive to what you think of as a "walkable" downtown area. People speed up and down Cascade Road all the time. Large, loud trucks traverse over the Thornapple River daily. I fail to envision how people could safely and peacefully meander around. I think of downtown Lowell as a walkable downtown, and that's not what it is here. Our first home was not in Cascade. As someone mentioned in the meeting, it is a place to work toward. I would truly hate to see dense low-income apartments built in the area. I believe doing such would cheapen Cascade, change its character and pretty much turn it into more of a Kentwood-type community. I appreciate the pushback to keep large retailers from developing here. Perhaps the term "barbarians" was a poor word choice (although it makes a crystal-clear point). I am glad Cascade continues to keep those types of opportunists from building here. Once it starts, it will never be the same here.

Comments from individuals who selected "other."

- I think some updates are needed, but we want to retain growth areas in Cascade. The goal of protecting the residential character of some areas is a good one. Rural areas should be allowed to be developed for a combination of residential and business. We should develop new communities and also make space for business growth. [Further], we should be proactively developing public transportation links to downtown Grand Rapids. We want to be a prosperous part of the Grand Rapids Metro. If people want to live in a bubble, they can move to Ada.



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Appendix C: Development & Real Estate Community Meeting Notes & Private Roads Recommendation



Memorandum

TO: Cascade Township Board
FROM: Christopher Khorey, AICP, Vice President
SUBJECT: Recap of January 6 Meeting with Representatives from GRAR
DATE: January 15, 2026

On January 6, 2026, myself, Township Manager Jade Smith, and Planning Director Andrea Hendrick met with four representatives from the Grand Rapids Association of Realtors to discuss their concerns with the introduced Zoning Ordinance.

Based on that discussion, the real estate advocates requested the following revisions to the Zoning Ordinance, for consideration by the Township Board prior to adoption.

- **Section 4.2.E.8 – Accessory Dwelling Units Prohibited – Page 4-51**
 - The GRAR representatives advocated for Accessory Dwelling Units to be permitted.
- **Section 5.1 – Permitted Uses – Page 5-70**
 - The GRAR representatives advocated for “Data Centers” to be defined as a land use and given a clear status and regulations under the Zoning Ordinance.
- **Section 6.1 – Schedule of Regulations – Page 6-75**
 - The GRAR representatives advocated for the following changes:
 - To reduce the minimum lot area in the FP Farmland Preservation District from 10 acres to 100,000 square feet, in order to be consistent with the RC Rural Conservation District.
 - To decrease the minimum lot width in the R-1 and R-2 Districts, or otherwise create a system to allow lot splits with smaller frontages, especially on private roads.
 - To remove the 2 acre maximum lot area in the Village Districts (VC, VF, TC, and O28) that restricts combinations of parcels.
- **Section 6.7 – Purchase of Development Rights – Page 6-80**
 - The GRAR representatives advocated for the Township Board to commission an economic study to determine the monetary value of residential development rights under the Purchase of Development Rights Program and the Density Bonuses in the Overlays and Village. *This GRAR representatives indicated they understood that this item may be taken up after adoption of the Zoning Ordinance.*
- **Section 7.4.B – Residential Density Bonuses – Mixed-Use Overlays – Page 7-94**



- The GRAR representatives advocated for an increase to the maximum density in the O-C Centennial Overlay to 20 units per acre as a base and 28 units per acre as hard cap when bonuses are applied.
- The GRAR representatives advocated for revisions to the bonus system so that the maximum density can be reached more easily without incorporating commercial space into the development.
- **Article 8 – Village – Page 8-102**
 - The GRAR representatives advocated to rename the Form-Based Code the “Village Design Standards.”
- **Section 8.2.B.2 – Village Permitted Uses and Dimensional Requirements – Page 8-103**
 - The GRAR representatives advocated to increase the density limit (without bonuses) to 9 units per acre to match the current limit in the current Ordinance.
- **Section 8.2.D – Village Permitted Uses and Dimensional Requirements – Page 8-105**
 - The GRAR representatives advocated to or eliminate the one acre minimum for new lots.
- **Section 8.4.C – Village Design Standards – Page 8-112**
 - The GRAR representatives advocated to add a “Modern” Architectural Design Option.
- **Section 10.2.C – Private Streets – Page 10-179**
 - The GRAR representatives advocated to increase the cap on the number of houses on a private road (currently 8 in the introduced Ordinance). They suggested that they would willing to support a cap that is lower than the otherwise allowable housing density on the parcel, but wanted a sliding scale based on the size of the property in question.
 - The GRAR representatives advocated to decrease the minimum width of private streets to 18 feet. They were willing to require wider roadways for streets serving more houses, on a sliding scale. They advocated for the 18 foot width to apply roads serving 4 or fewer houses, at a minimum.
- **Section 10.2.D – Private Streets – Page 10-180**
 - The GRAR representatives advocated to allow hammerheads as well as cul-de-sacs for dead-end private roads.
- **Section 10.2.F – Private Streets – Page 10-180**
 - The GRAR representatives advocated to allow private roads that serve 20 or more houses to have boulevard entrances where a second access point is not possible. *Note that this would only come into play in the situations that are exempt from the 8-house private road limit – the Village and the Overlays.*

Private Streets

Modifications

Any new private streets will be limited in serving a number of lots or dwelling units based on the total acreage of the parcel(s) tied to it.

- Parcels 20 acres or less – maximum of 8 lots or dwelling units
- Parcels more than 20 acres to 30 acres – maximum of 12 lots or dwelling units
- Parcels more than 30 acres to 40 acres – maximum of 16 lots or dwelling units
- An additional lot or dwelling unit can be added for every 2.5 acres of parcel size
- A private street cannot access more than 50 dwelling units or lots.

Existing private streets can add lots or dwelling units. The new parcel(s) added will have its lots or dwelling units limited in a corresponding manner to the parcel size and lot/dwelling unit ratios above.

Any private street which serves or permits access to twenty (20) or more lots or dwelling units shall have two (2) means of direct access to public roads.

Other private street design standards would remain unchanged from the current zoning.

Rationale

The Township's currently proposed draft significantly and unfairly limits property owners with large parcels. Blanket restrictions on the number of homes on a private street, without regard to the size of a lot, as well as the new requirements for construction, restrict and penalize large lot owners while adding significant costs for homeowners. This could result in unintended consequences.

The reasonable alternative above strikes a balance between current ordinances and the proposed Township draft. It works within the Master Plan goals to support responsible and quality development. It works to maintain public services and growth principals that protect the Cascade community.

A well-planned private street with a reasonable number of owners sharing road infrastructure costs also prevents potentially poorly designed piecemeal alternatives that might discourage tree preservation and stewardship of the land. Poor design could make it cumbersome for traffic and emergency vehicle access.

Instead of potentially forcing a property owner to possibly construct two shorter streets, the modifications above support public safety capabilities and emergency vehicle access. A private street with multiple entrances could prevent traffic issues while supporting fire truck access as compared to requiring significantly wider and costly streets with complex turnarounds that only support a few homes.

Proposed modifications keep intense development out of areas where utilities are limited while matching some community desire for low density residential. It provides a property owner options and prevents the unintentional taking of property rights and values. It prevents an erosion of the Township's tax base and allows a potential for the tax base to increase.

10-Acre Minimum

Modification

The proposed 10-acre minimum lot size in the Farmland Presentation zone should be revised back to 2.5 acres.

Rationale

To find balance and prevent excessive land splitting, a 2.5 acre minimum is appropriate while supporting an agricultural owner's property rights.

Centennial

Convene a meeting with Centennial property owners. Before passing a zoning proposal that changes an owner's property rights, develop a path forward and appropriate zoning changes.

Impacted property owners could help continue the October 27 Board Work Session conversation about the density thresholds and bonus structure, the realities of the zoning proposal, and realistically, what impacts they would have. Reasonably discuss possibilities and work together on changes that would support the Township and benefit property owners wanting to provide housing opportunities.

Consider involvement of Housing Next. This group has been an asset facilitating discussion with local governments and property owners to create plans that support development of mixed-use communities in underutilized corridors connected to existing infrastructure. Whether units that support Cascade residents looking to downsize, workforce housing, or anywhere in between, corridor projects feature a range of housing opportunities to meet community needs. A larger crux of density could foster its own walkable village atmosphere with local business opportunities that support hyper local residents. It is reasonably close to access by the fire department in support of higher density thresholds and would not add traffic congestion to numerous other Cascade residents.

ADUs

Modification

Reconsider permitting accessory dwelling units (ADUs).

Rationale

ADUs can offer an option to help meet community housing needs. Whether it is someone looking to age in place, helping an owner needing more space, or supporting an independent living situation, the flexibility offered by an ADU can support Cascade residents in an era where housing costs can pose a significant challenge.

the definition of junk or trash in Section 2.2 of this Ordinance. (Section 3.26 amended 06/04/03; eff. 06/24/03.)

Section 3.27 Reserved. (Section 3.27 deleted 06/04/03; eff. 06/24/03.)

Section 3.28 Basement Dwellings. The use of any portion of a basement excluded from the total floor area computations as a dwelling or as sleeping quarters is prohibited in all zones. The use of the basement of a partially constructed or planned building as a dwelling unit is prohibited in all zones.

Section 3.29 Driveways and Private Streets.

(a) **Purpose.** The Township determines that it is in the best interest of the public health, safety and welfare to regulate the construction, improvement, maintenance, extension, relocation and use of private streets and driveways, so as to assure the following:

- (1) That private streets and driveways are designed with sufficient width, surface and grade to assure safe passage and maneuverability of private vehicles and of commercial, fire, police, ambulance and other safety vehicles.
- (2) That private streets and driveways are constructed of suitable materials so as to insure minimal maintenance and safe passage.
- (3) That private streets and driveways will be constructed so as to protect against or to minimize soil erosion and to prevent damage to the lakes, streams, wetlands and the natural environment of the Township.
- (4) That private streets and driveways shall be properly maintained in a safe and usable condition.

(b) **Summary of Categorical Requirements.***

Category	Drive & Easement Width	Access Amenities	Approval
Private Driveway serving 2 lots	12-foot surface 33-foot easement	No further access amenities required	Zoning
Private Driveway serving up to 4 lots (if split executed prior to the effective date)	12-foot surface 33-foot easement	No further access amenities required	Zoning
Existing Private Street serving 8 or fewer lots to which structures are added	12-foot pavement 16-foot roadbed Adequate easement	40' radius cul-de-sac or adequate turnaround at end of street if limited.	Admin Planning and Engineering

Private Street serving between 3 and 8 lots	16-foot pavement 18-foot roadbed 66-foot easement	40' radius cul-de-sac.	Admin Planning and Engineering
Private Street serving between 9 and 15 lots	20-foot pavement 22-foot roadbed 66-foot easement	40' radius cul-de-sac.	Planning Commission
Private Street serving more than 15 lots	24-foot pavement 26-foot roadbed 66-foot easement	40' radius cul-de-sac.	Planning Commission

*This Section 3.29(b) summary is provided for reference only and does not contain all of the requirements for driveways and private streets as set forth in Section 3.29 (c)–(k) below.

**Consideration of narrower roadbed shall be given for developments utilizing Open Space Preservation Ordinance. Off-street parking provision may be necessary with smaller lots.

(c) **Definitions.**

- (1) Driveway means an undedicated, privately controlled and maintained easement, right-of-way or other interest in land extending from a public street or private street to no more than two lots, principal buildings, principal dwellings or principal structures, and provides ingress and egress primarily for the occupants thereof. Driveways established before the effective date of this Section 3.29 may serve to up to four lots, principal buildings, primary dwellings or principal structures.
- (2) Private Street means a non-public street that provides the means of access to more than two lots, principal buildings, principal dwellings or principal structures.

(d) **Driveways.** Driveways shall be permitted in accordance with the terms of this section and all other applicable sections of this Ordinance.

- (1) A driveway permit for a driveway extending from a public street shall be obtained from the Kent County Road Commission.

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- (2) A driveway shall have a driving surface not less than 12 feet in width at any point.
 - (3) A driveway shall be constructed and maintained such that it is accessible to and usable by emergency vehicles in all weather conditions.
 - (4) The driveway shall be constructed on a base of stable soil and a subbase consisting of at least four inches of sand and, on top of the sand, at least six inches of compacted road gravel.
 - (5) A driveway shall have a minimum cleared width of 20 feet and overhead tree branches shall be trimmed and maintained to a height of no less than 14 feet above the ground over the traveled surface.
 - (6) The surface of the driveway shall be crowned or sloped to facilitate drainage and shall be constructed over adequate culverts where necessary. Adequate measures shall be provided to maintain the surface water flow of any natural stream or drainage course, to the satisfaction of the Township Planner, Township Engineer and any other agency having jurisdiction thereof. Any culvert, bridge or other structure used for the crossing of a natural stream, drainage course or similar feature shall have a sufficient load capacity to safely support emergency vehicles.
 - (7) The slope of a driveway shall not exceed 15 percent unless a steeper driveway is specifically approved by the Planning Commission.
- (e) **Shared Driveways.** Shared driveways shall be permitted in accordance with the terms of this section and all other applicable sections of this Ordinance.
- (1) A shared driveway must have a 33-foot wide easement or other interest in land established for the purpose of a driveway.
 - (2) A shared driveway shall be connected to a public street. A shared driveway may connect only to a private street if approved by the Township Planner or the Planning Commission on the basis of public safety or environmental concerns.
 - (3) A driveway shared by one or more units or parcels shall not be established within a site condominium.
 - (4) A shared driveway shall be the subject of a driveway maintenance agreement, in recordable form, which shall be signed by all owners of or parties in interest in the lots to be served by the driveway. The agreement shall be recorded with the county Register of Deeds and a copy thereof promptly submitted to the Township after recording. The agreement shall include the easement or other rights necessary for the establishment and use of the driveway, or alternatively such easement or other rights shall be established by other legal instruments. The maintenance agreement shall provide for and assure that the driveway shall be regularly maintained, repaired and snowplowed to ensure that it shall be safe for travel at all times. The agreement shall also provide for the payment of expenses of such maintenance, repair and snowplowing by the parties in interest.
- (f) **Private Streets.** Private streets shall not be constructed, extended or relocated, after the effective date of this section until all of the following requirements have been satisfied:

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- (1) An application for private street approval shall be fully completed and filed with the Township Clerk.
 - (2) The private street application fee, the escrow fee and all other relevant fees and charges established by the Township Board shall be paid, with the application.
 - (3) A private street maintenance agreement, signed by all parties in interest, shall be submitted to and approved by the Township in accordance with this section. The agreement shall have such provisions and be in such form as is acceptable to the Township, and it shall be recorded with the county Register of Deeds prior to the use of the private street. Proof of such recording shall be promptly submitted to the Township.
 - (4) Township approval of the private street shall be obtained in accordance with this section.
 - (5) A certificate of compliance shall be obtained from the Township.
- (g) **Application.** An application for approval of a private street shall contain all of the following information:
- (1) The name(s) and address(es) of the owner(s) and all other parties having any interest in the private street and the land across which it is to be constructed.
 - (2) A site plan drawn to scale, prepared by a registered engineer or registered land surveyor, showing all proposed lots or parcels that would have access by means of the private street, and also showing the location, grade, route, elevation, dimensions and design of the private street and any proposed extensions thereof, together with existing and proposed curb cuts and the location of and distance to any public streets which the private street is to intersect. The site plan shall also show adjoining parcels of land and any buildings thereon.
 - (3) The location of all public utilities including, but not limited to, water, sewer, telephone, gas, electricity and television cable, to be located within the private street easement or right-of-way or within ten feet of either side thereof.
 - (4) The location of any lake, stream, wetland, drain and all other significant natural features affected by or within 100 feet of the proposed private street.
 - (5) The location of all existing and proposed buildings and structures to be provided access by and located within 100 feet of the proposed private street.
 - (6) A proposed recordable private street maintenance agreement complying with the terms of this section.
 - (7) A permit or letter issued by the Kent County Road Commission and/or, if applicable, the MDOT, approving the location of the private street intersection with the public street.
 - (8) All other matters and information required by the terms of this section or other applicable provisions of this Ordinance.

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- (h) **Design and Construction Requirements.** A private street shall comply with the following requirements:
- (1) There shall be a survey, submitted to the Township, covering the easement or right-of-way, prepared by a registered land surveyor or professional engineer, together with surveys of each parcel of land to be served by the private street.
 - (2) Accurate copies of all easements, agreements or other instruments whereby the private street, and all rights necessary thereto are conveyed or established, shall be submitted to the Township.
 - (3) A private street shall have a recorded permanent right-of-way and easement, with a minimum width of 66 feet. The instrument establishing the easement and right-of-way shall expressly permit public or private utilities to be installed within the right-of-way or within ten feet on either side thereof.
 - (4) A private street shall have sidewalk constructed within its right-of-way subject to the Ordinance(s) established by the Township.
 - (5) Private street gates must provide a minimum opening width equal to the clearing width of the private street. The gate must be equipped with emergency access acceptable to the Caledonia Township Fire Chief.
 - (6) Private streets serving up to eight lots, principal buildings, principal dwellings or principal structures must be constructed to meet the following minimum requirements:
 - (i) A private street shall be constructed approximately in the center of the private street easement. The area within which the private street is to be located shall have a minimum cleared width of 30 feet, and such cleared area shall always be maintained. Overhead tree branches shall be trimmed and maintained to a height of no less than 14 feet above the ground over the roadbed of the private street.
 - (ii) A private street shall have a roadbed not less than 18 feet wide and a minimum subbase of 12 inches of sand, and six inches of finished, compacted gravel (No. 22A or approved equal). The street shall be paved to a minimum width of 16 feet with bituminous blacktop paving. Sand subbase and compacted gravel must extend 6 inches beyond the edge of blacktop. Pavement must have a minimum depth of three inches placed in two courses. Such subbase and paving shall comply in other respects with the requirements of the county road commission for local platted streets.
 - (7) Private streets serving nine to fifteen lots, principal buildings, principal dwellings or principal structures or as part of an Open Space Preservation development must be constructed to meet the following minimum requirements:
 - (i) A private street shall be constructed approximately in the center of the private street easement. The area within which the private street is to be located shall have a minimum cleared width of 30 feet, and such cleared area shall always be maintained. Overhead tree branches shall be trimmed

and maintained to a height of no less than 14 feet above the ground over the roadbed of the private street.

- (ii) A private street shall have a roadbed not less than 20 feet wide and a minimum subbase of 12 inches of sand, and six inches of finished, compacted gravel (No. 22A or approved equal). The street shall be paved to a minimum width of 22 feet with bituminous blacktop paving. Sand subbase and compacted gravel must extend 6 inches beyond the edge of blacktop. Pavement must have a minimum depth of three inches placed in two courses. Such subbase and paving shall comply in other respects with the requirements of the county road commission for local platted streets.
 - (iii) The Planning Commission may require shared parking areas where front yard setbacks are inadequate to provide on-lot parking.
 - (iv) A private street shall be extended to a neighboring parcel for connectivity to existing or future development, unless waived by the Township Planning Commission or Township Planner.
- (8) Private streets serving more than fifteen lots, principal buildings, principal dwellings or principal structures must be constructed to meet the following minimum requirements:
- (i) A private street shall be constructed approximately in the center of the private street easement. The area within which the private street is to be located shall have a minimum cleared width of 30 feet, and such cleared area shall always be maintained. Overhead tree branches shall be trimmed and maintained to a height of no less than 14 feet above the ground over the roadbed of the private street.
 - (ii) A private street shall have a roadbed not less than 24 feet wide and a minimum subbase of 12 inches of sand, and six inches of finished, compacted gravel (No. 22A or approved equal). The street shall be paved to a minimum width of 26 feet with bituminous blacktop paving. Pavement must have a minimum depth of three inches placed in two courses. Such subbase and paving shall comply in other respects with the requirements of the county road commission for local platted streets.
- (9) In heavy soils as determined by the Township Engineer, drainage must be provided to the sand subbase in the form of six-inch underdrain or daylighted to a ditch.
- (10) Where a private street intersects with a public or private street, the private street approach shall have a roadbed not less than 24 feet wide for a distance of 50 feet as measured from the edge of the intersecting street. If the proposed private street roadbed is narrower than 24 feet wide, a taper distance must be constructed for an additional 50 feet to meet the proposed private street dimensions.
- (11) The private street approach must meet the sight distance and dimensional standards of the Kent County Road Commission for intersections with public or private streets.

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- (12) The specified roadbed width of a private street must be maintained to its termination point at a cul-de-sac or if looped, the specified roadbed width must be maintained through the loop.
 - (13) A private street in a planned unit development shall comply with this subsection, except that the width of the easement and traveled portion of the street may be modified by the Planning Commission and Township Board in their approval of the planned unit development.
 - (14) Private streets serving commercial or industrial uses shall be designed and constructed in accordance with county road commission requirements for public commercial or industrial streets, but in its discretion the Planning Commission may permit modification of such public street requirements if deemed justified in the circumstances and if safe and adequate access would nevertheless be provided.
 - (15) A private street which terminates at a dead end shall have a means for vehicle turnaround, either by use of a cul-de-sac or by a continuous loop private road system, both of which must be constructed in accordance with the private street design and construction requirements of this section. In the case of a residential cul-de-sac, there shall be a minimum radius easement of 60 feet, with at least a 40-foot radius roadbed. If the cul-de-sac is constructed with an interior landscaped island, a running surface width of 24 feet wide must be maintained. In the case of a commercial or industrial cul-de-sac, there shall be a minimum radius easement of 75 feet, with at least a 50-foot radius roadbed.
 - (16) Landscaped cul-de-sac islands may be permitted if the development is served with fire hydrants. Landscaping plantings within islands shall be columnar and must be trimmed such that it remains four feet from the paved surface at all times.
 - (17) A private street or interconnected private street system shall not serve more residential lots, or dwelling units, than as permitted by the Kent County Road Commission unless a secondary means of ingress and egress is provided for the entire property served. Such secondary access shall meet the minimum standards of this section.
 - (18) A private street shall be extended to a neighboring parcel for connectivity to existing or future development, unless waived by the Township Planning Commission or Township Planner.
 - (19) The private street surface shall have a minimum cross slope of 2 percent.
 - (20) A street shoulder, composed of at least six inches of compacted gravel, shall be provided on each side of the private street surface, with a minimum width of one foot for each shoulder, and with a slope of 2.2 percent from the outside edge of the road surface downward to the toe of the slope. Bituminous or concrete gutter may be constructed beyond the required paved surface width of the private street in lieu of a street shoulder.
 - (21) The maximum longitudinal street grade shall not exceed 6 percent, provided, however, that the Township may allow up to a 10 percent grade if the applicant

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- submits written justification thereof, satisfactory to the Planning Commission, to the effect that an increase in the street grade will not adversely affect public safety and the overall design of the street system; but provided further, that there shall be a maximum grade of 4 percent for a minimum distance of 30 feet back from the intersection of the private street with a public street right-of-way or another private street. Longitudinal grade of a cul-de-sac shall not exceed 4 percent. Vertical curves must be designed to a 25-mile-per-hour design speed.
- (22) A private street shall be constructed so as to sufficiently control storm water runoff, such as by means of seepage basins, culverts and drainage contours and/or by such other effective methods as may be required by the Township so as to ensure adequate drainage and control of storm water runoff.
 - (23) The method and construction technique to be used in the crossing of any natural stream, wetland or drainage course, by a private street, shall satisfy the requirements of the Township Engineer and/or any governmental agency having jurisdiction. The method or construction technique used shall have a sufficient load capacity to safely support emergency vehicles.
 - (24) A private street shall be given a name subject to the approval of the Kent County Road Commission, and street signs shall be installed in accordance with the relevant standards of the Road Commission. Stop signs shall be installed at all intersections with a public street or another private street. The addresses of dwellings or other buildings on a private street shall be posted in a conspicuous place where it is visible from the private street.
 - (25) All lots or other parcels of land on a private street shall use the private street address for property address and mailing purposes, when the lot or parcel of land is occupied.
 - (26) Private streets shall comply with any standards of the Kent County Road Commission related to mailbox placement.
- (i) **Private Street Maintenance Agreement.** The applicant for approval of a private street, together with any other owners or parties in interest, shall submit to the Township a recordable private street maintenance agreement, signed by all owners of the easement or right-of-way for the private street and by all other parties having any interest therein. Such agreement shall provide for and assure that the private street shall be regularly maintained, repaired and snowplowed to ensure that the street shall be safe for travel at all times. The agreement shall also provide for the payment of all costs and expenses of such maintenance, repair and snowplowing by all or any of the parties in interest.
- (1) By filing an application for private street approval, the applicant(s) agree that they will assure that any buildings or parcels of land thereafter constructed or established along or at the end of the private street shall also be subject to the private street maintenance agreement, including any corner parcels that have public street frontage, unless the same shall be exempted by the Planning Commission.
 - (2) The agreement shall run with the land and shall be recorded with the Kent County Register of Deeds. The certificate of compliance specified in this section shall not be issued until the agreement has been recorded.

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- (3) The agreement shall be in a form and shall have such content as is satisfactory to the Township. A copy of the agreement shall be submitted to the Township prior to recording.
 - (4) The private street maintenance agreement shall be so prepared as to legally constitute a restrictive covenant, binding upon all current and future owners and other parties in interest as to the lands occupied by the private street and any right-of-way or easement therefor, and also as to all lots and other parcels of land served or to be served by the private street.
- (j) **Maintenance and Repair of Private Streets.**
- (1) Upon completion of the construction, improvement, relocation or extension of a private street, the applicant shall maintain, repair and snowplow the private street right-of-way, so as to comply at all times with the requirements of this section.
 - (2) All private streets shall be continuously maintained in such a manner that they do not constitute a danger to the health, safety and welfare of the inhabitants of the Township or other persons. Private streets shall be continuously maintained so as to be readily accessible to and usable by emergency vehicles in all weather conditions.
 - (3) All costs and expenses for the maintenance and repair of a private street shall be the responsibility of the owners of the lands served by the private street, and/or any property owners association comprised of owners of lands served by the private street.
 - (4) Upon completion of construction of a private street, the applicant shall properly dispose of all removed trees and shrubs, along with construction debris and any other rubbish or debris.
- (k) **Procedures for Approval of a Private Street.**
- (1) An application for a private street serving up to eight lots, principal buildings, principal dwellings or principal structures may be approved by the Township Planner if all requirements listed in this section are satisfied. However, any private street application may be referred by the Township Planner to the Planning Commission for decision.
 - (2) An application for a private street serving nine or more lots, principal buildings, principal dwellings or principal structures shall be subject to the approval of the Planning Commission. The Commission shall consider approval of a private street at a public meeting, but a public hearing and special public notice shall not be required.
 - (3) After an application for private street has been received, the Township Planner shall initially review the application and determine whether the application and other materials submitted are in compliance with this section. The Planner may submit the application to the Township Fire Chief for review and comment.
 - (4) In approving an application for a private street, the Planning Commission shall make the following findings:

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- (i) That the private street complies with all requirements of this section and other applicable provisions of this Ordinance.
 - (ii) That the private street would not create conditions which may be detrimental to the health, safety or welfare of persons or property, through their creation of hazardous or potentially hazardous situations.
- (5) In approving an application for private street, the Planning Commission may require that the applicant comply with reasonable terms and conditions relating to the placement, design, construction and use of the private street, consistent with the terms of this section and other applicable provisions of this Ordinance.
- (6) Following review and approval of a proposed private street by the Planning Commission, the Township Planner shall issue a permit for the construction of the private street, consistent with this section and any terms and conditions included in the Planning Commission's approval.
- (7) **Certificate of Compliance.**
- (i) The Township Engineer, or the Engineer's designee, shall verify the completed construction complies with the approved plans and specifications for the street, the approval given therefor by the Planning Commission, and the terms of this section and other applicable provisions of this Ordinance.
 - (ii) The applicant's registered engineer, or the engineer's designee, shall inspect the private street. Inspection shall include measuring the depth and width of the subgrade bottom, sand grade, and gravel grade every 50 feet, as well as witnessing the pavement installation. Materials and density testing of sand, gravel, and asphalt shall be obtained at a frequency and quality equal to the street construction standards of the Kent County Road Commission. Inspector's daily reports, materials testing reports, and a signed certification from the professional engineer attesting to the above inspections must be provided to the Township.
 - (iii) The applicant shall provide the Township with a set of "as-built" drawings, bearing a certificate and statement from a registered engineer certifying that the private street has been completed in accordance with the requirements of this section and other provisions of this Ordinance and with the terms of approval given by the Planning Commission.

After receiving the as-built drawings and the certification by the registered engineer, the Township Engineer shall issue to the applicant a certificate of compliance if based upon the Engineer's inspection of the construction, review of drawings and other evaluation, the private street complies with this section, other applicable provisions of this Ordinance and the approval by the Planning Commission.
 - (iv) If the completed private street does not satisfy the requirements of this section, other applicable provisions of this Ordinance or the approval given by the Planning Commission, the applicant shall be notified in writing of such noncompliance.

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- (8) **Building Permits.**
- (i) No building permits or other permits shall be issued for any dwelling, or other principal building, principal structure or principal use, the primary access to which is to be provided by a private street, until the private street has been approved in accordance with this section and other applicable provisions of this Ordinance, and until a certificate of compliance have been issued, except as stated in subparagraph (ii) of this paragraph (7).
 - (ii) If a private street has not yet been completed and approved in accordance with this section and other applicable provisions of this Ordinance, but if the applicant has submitted to the Township a performance bond, with acceptable surety, or a letter of credit, in an amount satisfactory to the Township, conditioned upon the timely and full completion of the private street in accordance with this section, then a building permit may nevertheless be issued for a dwelling or for other principal building, structure or use, the primary access to which is to be provided by the private street; provided, however, that no such permit shall be issued unless the building inspector also determines that persons and vehicles may traverse the incomplete private street in sufficient safety. In such a case, the further construction of the private street shall be pursued diligently to completion.
- (9) **Occupancy Permit.** An occupancy permit for a dwelling or other principal building, the primary access to which is to be provided by a private street, shall not be issued until the private street has been laid out and constructed with sufficient width, surface and grade so as to assure the safe passage and maneuverability of fire, police, ambulance and other emergency service vehicles.
- (10) **Planned Unit Developments.** If the private street is proposed as part of a planned unit development, the provisions of this section may be modified by the Planning Commission and Township Board, in the approval of the planned unit development, upon their determination that the requirements of the Planned Unit Development chapter and the requirements of this section would nevertheless be sufficiently accommodated.
- (11) **Indemnification.** The applicant for a private street and the owners of the affected lands agree that by applying for and obtaining approval of the private street, and a permit to construct the same, they shall indemnify the Township and shall hold it harmless from any and all claims for personal injury or property damage arising out of or in any way relating to the use of the private street or of the failure to properly construct, maintain, repair and replace the private street, in whole or in part. The indemnification required herein shall be included in the maintenance agreement required by this section.
- (12) **Performance Guarantee.** As a condition of approval of a private street and the issuance of a construction permit therefor, the Township may require that the applicant provide a performance bond, with an acceptable surety, or a letter of credit, in a specified amount, conditioned upon the timely and faithful performance by the applicant under the terms of this section and under the terms of any approvals given for the private street by the Planning Commission and Township Engineer.

(13) **Effect of this Section on Existing Private Streets and Driveways.**

- (i) **Addition of Dwellings, Etc., Along the Length of an Existing Street, at the End of an Existing Street, or Along an Extension of an Existing Private Street that Does not Exceed Eight Lots, Principal Buildings, Principal Dwellings or Principal Structures.** If, after the effective date of this section, dwellings or other principal buildings or principal structures are erected on lots or parcels of land served by an existing private street not serving more than eight lots, the dwellings, principal buildings or principal structures may nevertheless be erected and access thereto may be provided by the existing private street, if the street is improved so as to be in compliance with the requirements of this section pertaining to new private streets, but with the following exceptions:
- (I) If the legal rights of third parties prevent compliance with section (f)(8), an alternate improved turn-around may be constructed adequate for use by emergency service vehicles as determined by the Township Fire Chief.
 - (II) An existing private street must be in good condition, have a minimum roadbed of 16 feet wide and must be paved to width of 12 feet with bituminous blacktop paving depth of at least three inches. If an existing private street is constructed with a pavement and roadbed width less than specified, it must be improved to meet these requirements with addition of an overlay, gravel shoulders, or full reconstruction.
 - (III) A pull off lane dimensioned 12 feet wide by 50 feet long with 20-foot tapers shall be constructed at locations determined by the Township Engineer. The maximum interval without a pull off lane shall be 500 feet.
 - (IV) Where a private street intersects with a public or private street, the private street approach shall have a roadbed not less than 24 feet wide for a distance of 50 feet as measured from the edge of the intersecting street. A taper distance must be constructed for an additional 50 feet to meet the proposed private street dimensions.
 - (V) The private street approach must be improved to meet the dimensional standards of the Kent County Road Commission for intersections with public or private streets.
 - (VI) Review and approval of the use of the existing private street for the providing of access to the additional dwellings or other principal buildings shall be carried out by the Township Planner or, in the Planners discretion, such review and approval may be carried out by the Planning Commission. In such review and approval, the Township Planner or, if the matter is referred to the Planning Commission, then the Commission may waive those private street application requirements that are not necessary to determine

compliance with this section, or otherwise needed with respect to review of the matter.

- (VII) If the legal rights of third parties prevent compliance with the minimum right-of-way width for private streets, then the minimum required right-of-way width may be reduced to the maximum width possible. Right-of-way width must be of adequate width to meet the required roadbed requirements in addition to a minimum width of 10 feet on one side for utilities. Minimum right-of-way of 66-foot wide must be provided for private streets within the sewer and water district.
- (VIII) The requirements of this section pertaining to minimum cleared width for a private street; minimum sand subbase; crowning or sloping of the street surface; maximum street grade; may be modified or waived by the Township Planner or, in the Planners discretion, the Planning Commission; provided, however, that any such modification or waiver shall not have the effect of rendering the existing street or any portion thereof to be unsafe for travel, or not reasonably passable for travel, nor shall any such modification or waiver be approved if to do so would preclude the safe travel and maneuverability of fire department vehicles or other emergency or rescue vehicles.
- (IX) The modification or waiver of the requirement for a private street maintenance agreement, authorized in subparagraph (ii)(V) shall be granted only with respect to those aspects or provisions of such an agreement as to which agreement cannot be obtained on the part of all or any of the owners of lands then served by the existing private street; agreement and signature as to all other aspects and provisions of the private street maintenance agreement shall be obtained.
 - (ii) Existing shared driveways constructed prior to the effective date of Section 3.29 may be improved to a private street according to the requirements in Section 3.29(12)(i) in the same way as an existing private street. All other requirements for a private street in this Section 3.29 must be observed.
 - (iii) No existing private street shall be improved, extended or reconstructed to serve additional lots or parcels of land, or dwellings or other principal buildings, nor shall an existing private street be relocated, unless an application for private street approval has been completed and submitted to the Township office, all required fees are paid and the private street is approved and a construction permit issued therefor; provided, however, that the above-stated provisions for modification or waiver of certain of the private street requirements of this section shall apply where applicable.

(14) **Application Fee; Escrow Account.**

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- (i) The application fee established by resolution of the Township Board shall be paid at the time of application for private street approval.
 - (ii) In addition to the payment of the application fee, the applicant shall deposit sufficient funds in an escrow account with the Township, so as to cover reimbursement to the Township of its costs and expenses for the review and consideration of the private street application, including costs for services rendered by the Township Engineer and other Township consultants, together with reimbursement for other Township expenses in the matter. Any amounts paid into the escrow account that are in excess of Township expenses shall be refunded to the applicant. Other aspects of the payment of funds into an escrow account, for such purposes, shall be subject to the applicable Township Board resolution pertaining to escrow funds generally.

(Section 3.29 amended in its entirety 12/04/2019; eff. 12/14/2019.)

Section 3.30 Moving of Buildings. The moving of a building to a different location shall be considered to be the erection of a new building; and all provisions, regulations and requirements of this Ordinance concerning the erection of a new building shall be equally applicable to such moving of a building to a different location. A performance bond may be required prior to such moving.

Section 3.31 Yard or Garage Sales. Yard or garage sales, as defined herein, are permitted in residential zones, but only as provided in this paragraph. Such sales shall include an auction, as well as ordinary retail transactions. Any signs used to advertise such sales shall be subject to the provisions of Section 19.7(i) hereof, and all of such signs shall be removed immediately upon the conclusion of the sale. No such sale shall occur on more than three days in a period of 60 consecutive days beginning on the first day of said sale, unless authorized as special land use by the Zoning Inspector in accordance with Chapter XVI of this Ordinance. The Zoning Inspector shall authorize such use for a period not to exceed seven days provided, however, that the Zoning Inspector finds no evidence that a traffic hazard or public nuisance may be created thereby.

Section 3.32 Dismantled, Non-Operating or Unlicensed Motor Vehicles.

- (a) No person, firm or corporation shall store, place or permit to be stored or placed, or allow to remain on any parcel of land for a period of more than 30 days in one calendar year, a dismantled, partially dismantled or inoperable motor vehicle, unless the same is kept in a wholly enclosed public or private garage or unless authorized as a special use by the Planning Commission in accordance with Chapter XVI of this Ordinance.
- (b) No person, firm or corporation shall park or store upon premises within the Township a motor vehicle in operating condition which is not regularly used for the purpose for which it was manufactured or designed unless the same is kept within a wholly enclosed public or private garage or unless authorized as a special use by the Planning Commission in accordance with Chapter XVI of this Ordinance.

Section 3.33 Swimming Pools.

- (a) No swimming pool (referred to as “pool” in this section) shall be constructed, erected or installed on any lands in the Township unless a building permit therefore has first been obtained from the Zoning Inspector. All of the provisions in this section are intended to be in addition to those provided in the Caledonia Township Swimming Pool Ordinance.



CASCADE CHARTER TOWNSHIP

5920 Tahoe Drive SE • Grand Rapids, MI 49546

Appendix D: Additional Letters & Correspondence

9 January 2026

Subject: Proposed reduction in number of lots permitted on private roads.

Dear Cascade Supervisor Lesperance and Cascade Township Trustees,

CC: Andrea Hendrick, Planning Director

I am Stan Milanowski and I have a farm at 3897 Buttrick. I have lived in Cascade dating back to the closest traffic signals being at 28th / E Beltline Ave. and Cascade Road / Forest Hills Ave.

My main concern is the proposed zoning ordinance change reducing from 20 to 8, the number of lots permitted on private roads. Such a change **will reduce** the value of my property when developed.

Additionally, due to the typography of my property, a private road transversing the rear of my property will help you achieve the goal of retaining the rural flavor of our community.

Thank you in advance for considering my request to retain the current 20 lot max.

Sincerely,

Stan Milanowski

616-438-5325

Zoning Ordinance

From Glenn Turek <glennturek@gmail.com>

Date Tue 1/13/2026 8:24 PM

To Jade Smith <Jsmith@cascadetwp.com>; Andrea Hendrick <AHendrick@cascadetwp.com>

Cc Kevin Lipke <kevin.lipke@svn.com>; Silveri Mgmt Admin <admin@silverimanagement.com>

[EXTERNAL EMAIL] Caution: This email came from outside Cascade Charter Township. Do not open attachments or click on links if you do not recognize the sender.

Jade and Andrea...we would truly appreciate having a density of 28 units per acre...this would allow us a total of 198 units which would support a robust management team onsite.

What is the schedule for the next meetings? Thank you...Glenn.

Glenn A. Turek, CCIM
Managing Director
SVN / Silveri Company
2959 Lucerne Dr, SE, Suite 110
Grand Rapids, Michigan 49546
Cell: (616) 450-5000
Phone: (616) 949-6168
Email: glenn.turek@svn.com

®

All SVN Offices Independently Owned and Operated.

ANCHOR
P R O P E R T I E S
OF THE GREAT LAKES, INC.

January 14, 2026

Andrea Hendrick
Cascade Township
5920 Tahoe Dr. SE
Grand Rapids, MI 49546

RE: Proposed Zoning Code

Dear Ms. Hendrick,

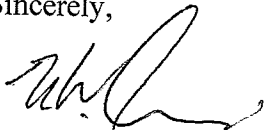
Our firm owns two commercial properties in the proposed Form Based Code areas of the Township. I have been following the process of the proposed ordinance and attended an open house last week to discuss several items with staff.

There are two items I would like to comment on. First of all, the minimum lot size from a property split in the proposed form based code ordinance is currently one acre. Since the majority of existing parcels in the form based code district are less than one acre, this requirement seems excessive. More importantly, I think this requirement would make it more difficult to complete redevelopment which I would think is a main objective here. I believe a .75 or .8 acre parcel would be more appropriate.

My second item is more of a request for clarification. In the event a property is currently utilized for a use that would be a Special Land Use under the new ordinance, I have not been able to locate a reference to how long a property would have to not be used for the approved Special Land Use before that designation expires. Staff suggested that this would be one year but were not able to explain where this could be found in the ordinance.

Thank you.

Sincerely,



Matt Williams

Zoning changes

From Scott Rissi <srissi@cascadetwp.com>

Date Wed 1/14/2026 10:28 AM

To Jade Smith <Jsmith@cascadetwp.com>; Andrea Hendrick <AHendrick@cascadetwp.com>

Good morning

Here are some of my thoughts on changes for the zoning ordinance. I shared this with Grace earlier this week.

I will start with private roads :

The ideas below solve the following concerns.

1. Allow a family to split a parcel for a child to build nearby without building a highway (22' road).
2. Allows greater flexibility for developers so public roads are not required. Private roads is part of what makes Cascade Unique. Many of our desirable neighborhoods utilize them.
3. A teared approach gives greater flexibility to a developer. Prevents huge roads in areas where they are not needed.
4. This approach gives flexibility to appeal to developers, but is more restrictive then the current ordinance for 4+ units and resolves the emergency access issues we currently have with the current rules of 18' wide.
5. Developers want to be able to create private roads to service development of 60+ acre parcels carved into 2.5 acre lots. My plan below does not appeal to them because it has a maximum of 15 lots. If there is a consensus to change that my recommendation would be something specific for parent parcels that are 60+ acres in size. Or something along those lines. This would prevent existing private roads from being able to have additional houses put on them if they weren't part of this initial large parcel split\site plan. Goal would be to find away to approve a site plan but limit it from someone coming in years later to add a couple more lots.

I am leaving this suggestion out of my proposed thoughts below because at this time I think 15 works, and until we see a plan needing a different number it's a guessing game.

10.2 C1 to read - no more than 15 lots.

C3. A

Private residential streets serving 3 or less parcels, under 500' in length only require a 20'

Easement and 10' of pavement width provided the residential units being served are no more than 100' from the private drive. The fire department must review and approve the plans. (Chief seems happy with this, we discussed it)

C3 B

Private streets serving 2-8 residential units shall be 22' wide. (Assuming they don't meet the criteria of 3CA above).

C3C

Private Streets serving over 8 units shall be 24' wide.

C3D

One-way private roads that create a loop to multiple connection points with a public road may be a reduced width of 14' if prior approval is given by planning department and fire department after reviewing the plans.

C6 minimum cleared area must be 2' from the edge of pavement on all private roads under 22' wide. Private roads 22' wide and greater require a 26' clear path from the center line.

Other thoughts.

Form based code should simply be named Village Zoning.

I'd like to see some creative language tweaks by Andrea and Chris (from McKenna) regarding what was discussed with Nick from JT's, Windy, myself and staff. There seemed to be some notes taken and easy tweaks to make sure the gray areas are in color and clearly shown for both parties. We had a good conversation and I'd like to see some of the ideas included.

1. Per my previous request. I'd like some language to regulate these donation boxes. They pop up in communities and many times don't look good. Or are in poor locations. We have one at Citgo now along Cascade road. Perhaps it's something simple. Maybe it just states they have to be next to the dumpster corral so that they're not in the front yard along 28th St. like at D & W.

2. I also had brief discussion with Mike that we lack any regulation related to data centers. I know we discussed this at a meeting a month or so back, but I would like to see something included, and I would think it would be very simple for them to find some boiler language that would at least give us some regulation so it doesn't look like we just have the door wide open. We rewrote this ordinance and left out what is the hottest topic in our area right now. Frankly, I think they're a great neighbor, but the general public I think is buying into the fact that the sky will fall. Having nothing in it for that is not right. We should have the use in the chart and some guidelines.

These are my thoughts for now. I'm sure staff can find tweaks or a better way but I think you get the main idea.

When this comes in front of us I'm happy to try and make some of these changes but prefer to have some direction from staff to make sure my ideas work and fit before I start making motions.

Scott

Sent from my iPhone

New Ordinance Proposals

From John Halland <johnhalland@hotmail.com>

Date Sat 1/17/2026 5:09 AM

To Andrea Hendrick <AHendrick@cascadetwp.com>; Nick Govan <ngovan@cascadetwp.com>; Aric Thorne <athorne@cascadetwp.com>; Grace Lesperance <glesperance@cascadetwp.com>

[EXTERNAL EMAIL] Caution: This email came from outside Cascade Charter Township. Do not open attachments or click on links if you do not recognize the sender.

Hi All,

I've been meaning to reach out for some time, and since my snowplow guy just woke me up at 4:30 a.m., I thought I'd take this opportunity to do so now.

Many of us in the fields of realty, land development, and building have noticed a lack of give and take in recent discussions. We feel it's important that our voices are heard.

Having developed Anderson Woods (2004, 42 lots at 52nd & Buttrick - Phase I and II), Laurel Ridge (1999, 17 lots on the 5700 block of Whitneyville), and numerous parcel divisions since 1999, I am well-acquainted with the current ordinance.

Here are my thoughts on how we can work together to build a better community. Some of these suggestions may already be in your draft:

- The cutoff for private streets should be 12 lots.
- Allow a 40' wide right-of-way (ROW) for private streets, similar to what Grand Rapids Township and Ada Township allow (Ada allows 30' for 3 or fewer homes). Perhaps in ARC and 2+ acre areas, maintain 66' regardless of the number of homes.
- Allow private streets to be part of any development over 12 lots when certain areas cannot meet Kent County Road Commission (KCRC) requirements, necessitating a road through that area to reach developed lots. The main road would be maintained by KCRC, while any stub streets and the homes on them would have added HOA fees for maintenance. This might already be in your draft.
- Eliminate the maximum number of homes without a second entrance. The logic behind needing a second entrance at 21 homes but not at 20 homes is unclear.
- Remove the provision concerning steep slopes from the current ordinance. This is unique to our township and unfairly penalizes some property owners.

- For downtown, allow 12 residential units per acre like many other townships. With a limit of 2 per acre, developers struggle to make projects economically viable, especially if they can't include residential components above retail or have all-residential projects. We need more residential spaces, not more stores downtown. The Village of Ada has already outpaced the Village of Cascade, with most boutique stores opening there. Focus on residential units with retail below or fronting the street, with residential behind. If you pass the current proposal for downtown, it will exacerbate the empty store front problem.

Thank you for considering these suggestions. I believe they will help us create a thriving and balanced community.

Best regards,

Best Regards;

John Halland

John Halland

President – Halland Homes & Forest Hills Realty

Ph: 616-437-3800 Email: johnhalland@hotmail.com

Builder of Anderson Woods, Ryann Ridge & Laurel Ridge Neighborhoods

CASCADE CHARTER TOWNSHIP

REGULAR BOARD MEETING

WEDNESDAY, February 11, 2026

7:00 PM

**Comments Received After
Distribution to Township Board**

26 January 2026

Subject: Zoning Change, Private Drive With Pavement

Dear Cascade Supervisor Lesperance and Cascade Township Trustees,

CC: Andrea Hendrick, Planning Director

I am Stan Milanowski and I have been in Cascade since the time Cascade Rd. was a federal highway, known as US-16. It was the main thoroughfare from Detroit to Grand Rapids, as there was no I-96 expressway.

Not addressed in my previous memo is the proposed increase in the paved width of private drives. The proposed ordinance increases paved width to 22' versus the current 18'.

The street in front of my property at 3897 Buttrick Ave has a paved width of 22'. It serves as the main thoroughfare for traffic from south Cascade to Ada; more than 200 vehicles a day. The speed limit is 55mph, reduced to 45mph towards Ada. Certainly, traffic on a private drive would be much, much slower. As for safety, emergency vehicles traversing a private drive should drive far less than 55mph. At slow speed, the current 18' paved width adequately allows for safe passage.

In conclusion, increasing the minimum paved drive width to 22' is overkill. Not only does it add significant cost to the person buying the property but it is also a waste of resources and it's aesthetically unpleasing.

Respectfully Submitted,

Stan Milanowski

616-438-5325

MICHELLE H. ANTHES
WILLIAM H. BOWIE
JAMES R. BRUINSMA
KATHLEEN L. BRUINSMA
JENNIE BOLDISH BRYAN
WAYNE P. BRYAN
DAN M. CHALLA
MARK E. HILLS
TODD M. NECKERS
STEPHEN M. PRICE
KYLE J. QUINN
AARON M. SMITH
WILLIAM R. VANDERSLUIS
KEITH P. WALKER

VICTORIA Y. CELMER
EVAN D. MALADY
BENJAMIN Y. SHERMAN
NICHOLAS A. SMITH

McSHANE & BOWIE P.L.C.

99 Monroe Avenue, N.W., Suite 1100
Grand Rapids, MI 49503
www.msblaw.com

TELEPHONE (616) 732-5000

FACSIMILE (616) 732-5099

DAVID L. SMITH
OF COUNSEL

T. GERALD McSHANE
(1902-1982)

JACK M. BOWIE
(1924-2016)

NICHOLAS A. SMITH
Email address: NAS@msblaw.com
Direct Dial: (616) 732-5028

Cascade Twp. Planning Department
c/o Andrea Hendrick, Planning Director
5920 Tahoe Dr. SE
Grand Rapids, MI 49546-7123

January 22, 2026

RE: Proposed Township Zoning Ordinance Amendments

Dear Andrea:

We represent the owner of 5757 28th Street SE, being tax parcel number 41-19-08-352-007, which is assessed as 1.98 acres (the “**Parcel**”). We are writing to express our client’s concerns with the proposed Amendments (the “**Amendment**”) to the Cascade Township Zoning Ordinances (the “**Zoning**”) and to urge alternative considerations for the Parcel.

Current Zoning

Under the current Zoning, the Parcel is zoned ‘*O, Office*’, a designation that permits development for quite a wide variety of beneficial uses (see Zoning §§12.03, 12.04). It is surrounded on all four sides by planned use developments; the parcels on the north and west are residential condominium developments, the parcel on the east is dense residential rentals, and the parcel on the south is commercial-vacant land, utilized as overflow parking and stock staging for the adjacent car dealership parcel .

Furthermore, due to the surrounding parcels being developed prior to and separately from the Parcel, the Parcel only has a right of access southward toward 28th Street and through commercial, non-residential planned use developments, which are currently zoned ‘*B2, General Business*’. Access to the Parcel exists only by private easements over the properties adjoining to the south pursuant to variety of recorded declarations and easement agreements (collectively, the “**Easements**”) (see Liber 6509, page 419; Liber 6509, page 429; Instrument 20050829-0102602; Liber 2434, page 1095; and Instrument 20051122-0141915). We have attached the Easements hereto as Exhibit A and have approximately depicted the rights of access granted thereby in Exhibit B, also attached hereto.

Consequently, the Parcel is surrounded by commercial planned use developments, either for high density residential or for non-residential retail and office properties.

Planned Revisions

Of primary concern, the Amendment proposes to rezone the Parcel to ‘*R-2, Residential*,’ for which the Amendment declares the express purpose as “*large-lot suburban ... single family detached homes ... [in] a suburban low-density neighborhood*” (see Amendment §2.4.D). Other than such single family detached homes, the limited permitted uses are few. Only limited types of state-licensed residential facilities, public government buildings and parks, and utility service uses are permitted of right; the Amendment even limits private educational and religious

facilities under special uses only (see Amendment §5). As a result, the Amendment would substantially reduce the beneficial uses of the Parcel.

Similarly, the underlying zoning for the parcels on the north, west, and east – each of which is currently used for dense residential condominiums or rental apartments – is proposed to be rezoned to ‘*R-2, Residential*,’ which . Likewise, the parcels on the south – which are currently commercial retail and office uses – would be rezoned to ‘*GB, General Business*’ subject to the ‘*O-28*’ overlay district, which contain almost entirely identical permitted and special uses, nearly all of which are exclusively commercial in nature. The Parcel’s immediate neighbors are high density residential and commercial, both under the Zoning and the Amendment; the “suburban low-density neighborhood” the new zone seeks to encourage is completely infeasible and such character cannot be developed given the nature of the surrounding parcels and their permitted uses. This, combined with the Easements providing access to the Parcel passing solely through commercial zones, does not comport with the concepts of the ‘*R-2*’ residential neighborhoods. As a result, the Parcel is and, subject to the Amendment would continue to be, wholly surrounded by other parcels entirely commercial in nature, contrary to the stated purpose of the Amendment’s goal. Consequently, the Parcel should be designated to match either high-density residential in concert with three of its four neighbors or, in the alternative, commercial uses.

Finally, even operating under the assumption that the Parcel could sustain development in compliance with the ‘*R-2*’ uses in the Amendment and would be permitted to be further subdivided, including with internal private drives satisfying Zoning and the Amendment, the minimum lot areas permitted by the Amendment range between 0.24 and 0.41 acres (assuming various amounts of Open Space) (see Amendment §6.2). However, if the Parcel is compelled to be developed as a residential lot subject to the new ‘*R-2*’ zoning, the Amendment would also require driveways of between 16 and 30 feet (see Amendment §10.1.B.2.d) for each residence therein. The Easement that grants access to the Parcel only provides for one access point, so to permit more than once residence on the Parcel requires a private street, which the Amendment stipulates must be not less than 22 feet of driving lanes wide (see Amendment §10.2.C) and must have not less than 66 feet of right-of-way as well as equivalent frontage width on a public road; again, as described above, there is no public road off of which a private drive can be created. Likewise, if 66 feet of non-buildable right-of-way must be carved out of a parcel that is a maximum of 165 feet wide already, the hypothetically developable lots within will already be hard-pressed to meet the minimum lot size requirements. Resultingly, the Amendment functionally requires the Parcel to be developed as only one lot with a single-family detached residence unless variances are granted to permit further development.

Therefore, in light of the foregoing, the Amendment as written would be incapable of providing for or encouraging residential development of the Parcel without also requiring significant variances just to comply with the newly imposed zoning restrictions. Likewise, the Amendment as written likely results in a low-density residential parcel where no appreciable use is possible since it is completely surrounded by high density and commercial use parcels that are not likewise in character with its residential zoning classification; furthermore, such classification, even if developable, will be unlikely to attract the sort of owner presumably contemplated by the Board for the ‘*R-2*’ zone. Ultimately, if instituted, the Amendment would be likely to cause substantial developmental gaps in the Township, resulting in some parcels becoming incapable of beneficial development as a result of being so severely use-restricted.

Proposed Alternatives

In light of the foregoing, we believe the following options present better outcomes than permitting the Amendment to pass unaltered.

Firstly, the Parcel should not be zoned ‘*R-2, Residential*’ but should instead be zoned in such a way that permits it to be developed for high-density residential uses. This would comply in character and nature with the majority of its neighboring parcels and would create a transitional area between the wholly commercial uses in the

‘*GB, General Business*’ zone subject to the ‘*O-28*’ overlay district on the Parcel’s southern boundary and the wholly large-lot, low-density residential uses in the ‘*R-2, Residential*’ zone further north of the Parcel.

Secondly, and in the alternative, the Parcel should not be zoned ‘*R-2, Residential*’ but should instead be zoned according to one of three options: (a) ‘*F-VF, Village Fringe*’ form district, which would permit mixed uses, including two-family dwellings; (b) ‘*GB, General Business*’ subject to the ‘*O-28*’ overlay district, which would restore a majority of the commercial uses current available to the parcel; or (c) ‘*O, General Office*’ with that zone modified to resemble more closely the existing ‘*O, Office*’ such that more of the current uses would be retained. Each of these alternatives either provides a transitional opportunity to distinguish between commercial and low-density residential uses, or includes the Parcel within a zone that permits it to retain its current uses or grants it uses consistent with its access and locale.

Lastly, as a general matter, the Amendment would be improved by either creating a new or amending an existing zone or overlay such that higher density residential would be a permitted use. Ideally, all mixed-use overlay districts as well as the ‘*F-VF, Village Fringe*’ and ‘*F-O28*’ form districts would carry these distinctions and the character of the overlays could be prescribed to be different than the form districts, in order to maintain the character of the zones. Furthermore, this would still limit such higher density uses to the areas they already exist via PUDs, while still maintaining the existing character of uses and potentially cutting down on the need for and use of PUDs within the Township, which the Amendments identify as problematic.

While we recognize that the Amendment is not the final word with respect to the future land uses permissible within the Township, and that the Amendment will likely be subject to revision in the short-term future following its adoption, the best and most efficient solutions – both for the Parcel and for similarly positioned, concerned parcels in and around the fringes of commercial zones but compelled to alternate uses – are the proposals identified above.

Adopting one or more of the proposals would provide an avenue for thoughtful development that transitions in a gradient rather than in hard, sharp distinctions that place low-traffic, peaceful and park-like backyards immediately adjacent to high-traffic, disruptive commercial centers. Furthermore, a proactive solution such as offered herein meaningfully reduces the risk of creating undevelopable islands within the Township that would be significantly diminished in value, such as the Parcel or any others that may be similarly situated on the wrong side of a zoning line would be.

In summary, we strongly urge the Township and its Board to adopt one or all of these proposals.

Regards,



Nicholas A. Smith

cc: Grace Lesperance, Supervisor (via email)
Susan Slater, Clerk (via email)
Windy Kortange, Treasurer (via email)
Chris Noordyke, Trustee (via email)
John Shipley, Trustee (via email)
Timmy Noordhoek, Trustee (via email)
Scott Rissi, Trustee (via email)

EXHIBIT A

The “Easements” Granting Access

[See attached.]

5

The Grantor R T COMPANY,

Michigan
a partnership, whose address is Square Center - Concourse Level,
169 Monroe Avenue, N.W., Grand Rapids, Michigan 49503,
conveys and warrants to HAROLD R. SHAPIRO and IDA SHAPIRO, husband
and wife,

whose address is 3855 Eastern Avenue, S.E., Grand Rapids,
Michigan 49508,

the following described premises situated in the Township
of Cascade County of Kent
and State of Michigan: That part of the W $\frac{1}{2}$, of the SW $\frac{1}{4}$, of Section 8,
T6N, R10W, Cascade Township, Kent County, Michigan, described
as: BEGINNING at a point on the South line of said Section,

which is S88°49'15"E 1013.25 feet from the SW corner of said Section; thence N88°49'15"W
209.25 feet; thence N00°00'E 435.0 feet parallel with the West line of said SW $\frac{1}{4}$; thence
S88°49'15"E 209.25 feet; thence S00°00'W 435.0 feet to the place of beginning. Subject
to highway R.O.W. over that part of the above which lies Southerly of a line which is
50 feet Northerly of (at right angles) and parallel with the centerline of 28th Street.
Also subject to highway R.O.W. over any part which lies Southerly of a line which is
50 feet Northerly of (at right angles) and parallel with the South line of said Section.

for the sum of valuable consideration

P.P. No. 41-19-08-351-030
41-19-08-352-001
Verified by PD & M BC SPLIT

subject to easements and building and use restrictions of record and further subject to zoning ordinances affecting
the premises, together with and subject to the Driveway Easements and
Drainage Easement, as set forth on the attachments hereto.

Dated this 6th day of July, 19 84

Signed in presence of:

Signed:

* John R. Steed
John R. Steed

R T COMPANY, a Michigan partnership
(Name of Partnership) GRANTOR

* Laura M. McBride
Laura M. McBride

By: Gerald B. Kooistra
* Gerald B. Kooistra Partner

By: Dale Visser
* Dale Visser Partner

By: Bruce Visser
* Bruce Visser Partner

By: Robert Steed
* Robert Steed Partner

By: John M. Colburn, Sr.
* John Colburn, Sr. Partner

NOT CERTIFICATE AS REQUIRED BY
S.C. 135, ACT NO. 154 PUBLIC
NOTICE OF 1984 DAILY PUBLISHED
MARRIAGE J. DE JONGE, REGISTER

STATE OF MICHIGAN. } ss.
COUNTY OF KENT

The foregoing instrument was acknowledged before me this 6th day of July
19 84, by Gerald B. Kooistra, Dale Visser, Bruce Visser, Robert Steed and
John Colburn, Sr.

Partners of R T Company, a partnership.
I HEREBY CERTIFY that there are No Tax Liens or Titles held by the State
any individual against the within description, and all Taxes on same are paid
for five years previous to the date of this instrument, as appears by the
records in my office. This certificate does not apply to current taxes, if any
now in process of collection.

Notary Public, Michigan
My commission expires: June 17, 1985

When Recorded Return To: Arthur C. Spalding Rhoades, McKee & Boer (Name) 611 Waters Building (Street Address) Grand Rapids, MI 49503 (City and State)	Send Subsequent Tax Bills To: Harold R. and Ida Shapiro 3855 Eastern Avenue, S.E. Grand Rapids, MI 49508	Drafted By: Arthur C. Spalding Rhoades, McKee & Boer Business Address: 611 Waters Building Grand Rapids, MI 49503.
--	---	---

Tax Parcel # _____ Recording Fee _____ Transfer Tax _____

* TYPE OR PRINT NAMES UNDER SIGNATURES.

41-51256

DRIVEWAY EASEMENTS

Grantor hereby grants, warrants and conveys to Grantees, their heirs, personal representatives and assigns, a non-exclusive driveway easement over and upon the land described on Attachment A, for the benefit of and appurtenant to the land described on Attachment B (the "Land").

Grantor hereby reserves to itself, its successors and assigns, a non-exclusive easement over and upon the land described on Attachment C, for the benefit of and appurtenant to the land described on Attachment D (the "Residual Land"). The land described on Attachments A and C is herein collectively referred to as the "Road."

The Road shall be used only for the purpose of ingress and egress to and from the Land and the Residual Land and for the purpose of installation, maintenance and use of underground utilities servicing the Land and the Residual Land. The Road shall not be used for the parking or storage of vehicles nor for any other purpose not expressly permitted herein.

All reasonable and necessary expenses incurred for the maintenance and repair of the Road and for the snowplowing of the Road shall be shared and divided among the owners of the Land and the Residual Land, it being understood that Grantees' share of such expenses shall be twenty-five percent (25%); provided that until a building permit is issued for any portion of the Residual Land, Grantee shall be responsible for one hundred percent (100%) of such expenses.

DRAINAGE EASEMENT

Grantor hereby grants, warrants and conveys to Grantees, their heirs, personal representatives and assigns, a non-exclusive drainage easement over and upon the land described on Attachment E, for the benefit of and appurtenant to the land described on Attachment B (the "Land"). The drainage easement may be used by Grantees, their heirs, personal representatives and assigns, for the purpose of draining storm water from the Land, including all storm water which may collect subsequent to the construction of buildings, parking areas and/or driveways on the Land. Such drainage easement may be restricted to a defined area by Grantor provided the drainage within such area is adequate to meet the needs of Grantees, their heirs, personal representtives and assigns. Storm water includes water produced from rain and melting snow. If the Grantor determines that it is necessary to construct storm sewer systems and/or holding ponds to handle adequately the drainage from Grantees' property and other property draining across Grantor's property, all property owners using such drainage facilities shall be assessed and shall pay for the cost of the construction and maintenance of such facilities on a pro rata per acre basis. If the Grantees have no use for such drainage facilities, and in fact make no use thereof, then they may avoid all liability for the construction and maintenance of such facilities by releasing their rights pursuant to this easement.

ATTACHMENT A

The East 16.5 feet of the West 1029.75 feet of the South 435.0 feet of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

ATTACHMENT B

That part of the $W\frac{1}{2}$, of the $SW\frac{1}{4}$, of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point on the South line of said Section, which is $S88^{\circ}49'15''E$ 1013.25 feet from the SW corner of said Section; thence $N88^{\circ}49'15''W$ 209.25 feet; thence $N00^{\circ}00'E$ 435.0 feet parallel with the West line of said $SW\frac{1}{4}$; thence $S88^{\circ}49'15''E$ 209.25 feet; thence $S00^{\circ}00'W$ 435.0 feet to the place of beginning.

ATTACHMENT C

The East 16.5 feet of the West 1013.25 feet of the South 435.0 feet of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

ATTACHMENT D

That part of the $W\frac{1}{2}$, of the $SW\frac{1}{4}$, of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point which is $S88^{\circ}49'15''E$ 804.0 feet from the West line of said Section and $N00^{\circ}00'E$ 435.0 feet from the South line of said Section; thence $N88^{\circ}49'15''W$ 540.0 feet to the SE corner of Lot 4 of Cascade Beltline Plat; thence $N00^{\circ}00'E$ 360.0 feet to the NE corner of Lot 7 of Cascade Beltline Plat; thence $S88^{\circ}49'15''E$ 885.13 feet along a line which is parallel with and 795 feet North of the South line of said Section; thence $N00^{\circ}03'30''E$ 525.0 feet; thence $S88^{\circ}49'15''E$ 165.0 feet; thence $S00^{\circ}03'30''W$ 1320.0 feet along the East line of the $W\frac{1}{2}$ of said $SW\frac{1}{4}$; thence $N88^{\circ}49'15''W$ 300.0 feet; thence $N00^{\circ}00'E$ 435.0 feet; thence $N88^{\circ}49'15''W$ 209.25 feet to the point of beginning.

ATTACHMENT E

That part of the $W\frac{1}{2}$, of the $SW\frac{1}{4}$, of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point which is $S88^{\circ}49'15''E$ 804.0 feet from the West line of said Section and $N00^{\circ}00'E$ 435.0 feet from the South line of said Section; thence $N88^{\circ}49'15''W$ 540.0 feet to the SE corner of Lot 4 of Cascade Beltline Plat; thence $N00^{\circ}00'E$ 360.0 feet to the NE corner of Lot 7 of Cascade Beltline Plat; thence $S88^{\circ}49'15''E$ 885.13 feet along a line which is parallel with and 795 feet North of the South line of said Section; thence $N00^{\circ}03'30''E$ 525.0

WARRANTY DEED
STATUTORY FORM
FOR PARTNERSHIPS

LIBER 2440 PG. 366

KNOW ALL MEN BY THESE PRESENTS: That RT COMPANY, A Michigan Partnership,
whose street number and postoffice address is 169 Monroe, N.W., Grand Rapids, Michigan
Conveys and Warrants to BUTTERCUP REALTY CO., A Michigan Partnership
whose street number and postoffice address is 815 Leonard, N.W., Grand Rapids, Michigan
the following described premises situated in the Township of Cascade County of Kent
and State of Michigan, to-wit:

THAT PART OF THE SOUTHWEST 1/4, SECTION 8, TOWN 6 NORTH,
RANGE 10 WEST, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED
AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 8, WHICH IS
SOUTH 88 DEGREES 49'15" EAST 1013.25 FEET FROM THE SOUTHWEST
CORNER OF SECTION 8; THENCE NORTH 00 DEGREES 00' EAST 435.0 FEET
PARALLEL WITH THE WEST LINE OF SECTION 8; THENCE SOUTH 88 DEGREES
49'15" EAST 300.45 FEET; THENCE SOUTH 00 DEGREES 03'30" WEST
435.0 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST
1/4; THENCE NORTH 88 DEGREES 49'15" WEST 300.0 FEET ALONG THE
SOUTH LINE OF SECTION 8 TO THE PLACE OF BEGINNING. SUBJECT TO
HIGHWAY RIGHT-OF-WAY FOR 28TH STREET OVER THAT PART OF THE ABOVE
WHICH LIES SOUTHERLY OF A LINE WHICH IS 50 FEET NORTHERLY OF (AT
RIGHT ANGLES) AND PARALLEL WITH THE CENTERLINE OF 28TH STREET.
SUBJECT TO AN EASEMENT FOR DRIVEWAY PURPOSES AND FOR UNDERGROUND
UTILITIES OVER THE WEST 33 FEET THEREOF. TOGETHER WITH AN
EASEMENT FOR DRIVEWAY PURPOSES AND FOR UNDERGROUND UTILITIES OVER
A STRIP OF LAND 16.5 FEET WIDE WHICH LIES IMMEDIATELY WESTERLY OF
AND ADJACENT TO THE ABOVE DESCRIBED PARCEL.

THIS INSTRUMENT IS SUBJECT TO
MICHIGAN TAX AND TO THE EXTENT
OF THE TAX (SEE THE INSTRUMENT
RECORDED IN THE REGISTER OF DEEDS
FOR THE YEAR 1984)

for the sum of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS

subject to zoning ordinances affecting the premises, together with and subject to the
Driveway Easements and Drainage Easement, as set forth on the attachments hereto

P.P. No. 41-9-08-352-004 00108
Verified by P & M DF -002
Split

Dated this 6th day of September 1984

Signed and Sealed in presence of

Signed and Sealed:

William W. Hall
William W. Hall

RT COMPANY, a partnership

Susan B. Venlet
Susan B. Venlet

By *Gerald B. Kooistra*, partner (L.S.)
Gerald B. Kooistra

And *Dale Visser*, partner (L.S.)
Dale Visser

And *Bruce Visser*, partner (L.S.)
Bruce Visser

And *Robert Steed*, partner (L.S.)
Robert Steed

And *John M. Colburn, Sr.*, partner (L.S.)
John M. Colburn, Sr.

SEP 11 4 29 PM '84

STATE OF MICHIGAN
COUNTY OF KENT

REC. DEEDS

The foregoing instrument was acknowledged before me this 6th day of September 1984
by Gerald B. Kooistra, Dale Visser, Bruce Visser, Robert Steed and
John M. Colburn, Sr., partners on behalf of RT COMPANY, a partnership

(4) *Susan B. Venlet*
Susan B. Venlet
Notary Public, Kent County, Michigan

My Commission expires 8/17 1987

NOTE: (1) insert date (2) insert name of acknowledging partner(s) (3) name of partnership (4) signature of person taking acknowledgment
I HEREBY CERTIFY that there are no tax liens or titles held by the above individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office. This certificate does not apply to current taxes, if any now in process of collection.

Notary
James Tania
James Tania
Notary, Kent County Treasurer, Grand Rapids, Michigan

15208
KENT COUNTY REAL ESTATE
MICHIGAN TRANSFER TAX
SEP 11 1984
Dept. of SEP 11 '84 330.00
REGISTER OF DEEDS

Please note the following:
1. The name of each person who signs this instrument shall be legibly printed, typewritten or stamped upon such instrument immediately beneath the signature of such person.
2. If the notarial act is performed outside the State of Michigan, the acknowledgment must show the rank or title and serial number, if any, of the person taking the acknowledgment. The official seal of the person performing the notarial act outside the State of Michigan should be affixed to the deed.

Drafted by: SQUARE REAL ESTATE, INC.
Business address: 169 Monroe N.W.
Grand Rapids, Michigan 49503

After recording return to:

DRIVEWAY EASEMENTS

Grantor hereby grants, warrants and conveys to Grantee, its heirs, personal representatives and assigns, a non-exclusive driveway easement over and upon the land described on Attachment A, for the benefit of and appurtenant to the land described on Attachment B (the "Land").

Grantor hereby reserves to itself, its successors and assigns, a non-exclusive easement over and upon the land described on Attachment C; for the benefit of and appurtenant to the land described on Attachment D (the "Residual Land"). The land described on Attachments A and C is herein collectively referred to as the "Road."

The Road shall be used only for the purpose of ingress and egress to and from the Land and the Residual Land and for the purpose of installation, maintenance and use of underground utilities servicing the Land and the Residual Land. The Road shall not be used for the parking or storage of vehicles nor for any other purpose not expressly permitted herein.

All reasonable and necessary expenses incurred for the maintenance and repair of the Road and for the snowplowing of the Road shall be shared and divided among the owners of the Land and the Residual Land, it being understood that the Grantee's share of such expenses shall be twenty-five percent (25%); provided that until a building permit is issued for any portion of the Residual Land, Grantee shall be responsible for fifty percent (50%) of such expenses.

DRAINAGE EASEMENT

Grantor hereby grants, warrants and conveys to Grantee, its heirs, personal representatives and assigns, a non-exclusive drainage easement over and upon the land described on Attachment D, for the benefit of and appurtenant to the land described on Attachment B (the "Land"). The drainage easement may be used by Grantee, its heirs, personal representatives and assigns, for the purpose of draining storm water from the Land, including all storm water which may collect subsequent to the construction of buildings, parking areas and/or driveways on the Land. Such drainage easement may be restricted to a defined area by Grantor provided the drainage within such area is adequate to meet the needs of Grantee, its heirs, personal representatives and assigns. Storm water includes water produced from rain and melting snow. If the Grantor determines that it is necessary to construct storm sewer systems and/or holding ponds to handle adequately the drainage from Grantee's property and other property draining across Grantor's property, all property owners using such drainage facilities shall be assessed and shall pay for the cost of the construction and maintenance of such facilities on a pro rata per acre basis.

ATTACHMENT A

The East 16.5 feet of the West 1013.25 feet of the South 435.0 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

ATTACHMENT B

THAT PART OF THE SOUTHWEST 1/4, SECTION 8, TOWN 6 NORTH, RANGE 10 WEST, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 8, WHICH IS SOUTH 88 DEGREES 49'15" EAST 1013.25 FEET FROM THE SOUTHWEST CORNER OF SECTION 8; THENCE NORTH 00 DEGREES 00' EAST 435.0 FEET PARALLEL WITH THE WEST LINE OF SECTION 8; THENCE SOUTH 88 DEGREES 49'15" EAST 300.45 FEET; THENCE SOUTH 00 DEGREES 03'30" WEST 435.0 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 49'15" WEST 300.0 FEET ALONG THE SOUTH LINE OF SECTION 8 TO THE PLACE OF BEGINNING. SUBJECT TO HIGHWAY RIGHT-OF-WAY FOR 28TH STREET OVER THAT PART OF THE ABOVE WHICH LIES SOUTHERLY OF A LINE WHICH IS 50 FEET NORTHERLY OF (AT RIGHT ANGLES) AND PARALLEL WITH THE CENTERLINE OF 28TH STREET.

ATTACHMENT C

The East 49.5 feet of the West 1046.25 feet of the South 435.0 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

ATTACHMENT D

That part of the $W\frac{1}{2}$, of the $SW\frac{1}{4}$, of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point which is $S88^{\circ}49'15''E$ 804.0 feet from the West line of said Section and $N00^{\circ}00'E$ 435.0 feet from the South line of said Section; thence $N88^{\circ}49'15''W$ 540.0 feet to the SE corner of Lot 4 of Cascade Beltline Plat; thence $N00^{\circ}00'E$ 360.0 feet to the NE corner of Lot 7 of Cascade Beltline Plat; thence $S88^{\circ}49'15''E$ 885.13 feet along a line which is parallel with and 795 feet North of the South line of said Section; thence $N00^{\circ}03'30''E$ 525.0 feet; thence $S88^{\circ}49'15''E$ 165.0 feet; thence $S00^{\circ}03'30''W$ 885.0 feet along the East line of the $W\frac{1}{2}$ of said $SW\frac{1}{4}$; thence $N88^{\circ}49'15''W$ 509.25 feet to the place of beginning.

25/2

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

2002 DEC 23 PM 3: 34

Mary Killebrew

REG. OF DEEDS

DECLARATION OF EAST WEST ACCESS EASEMENT

This Declaration is made this 23 day of December, 2002, by PACKER COLONY, L.L.C., a Michigan limited liability company ("Declarant"), whose address is 4330 - 44th Street S.W., Grandville, Michigan 49418.

PRELIMINARY STATEMENT

A. Declarant is the owner of a certain parcel of real property in the Cascade Charter Township, Kent County, State of Michigan, which is described on Exhibit A attached hereto and made a part hereof ("Auto Dealer Property").

B. Kraft Street Partners, LLC ("Kraft"), a Michigan limited liability company is the owner a certain property in Cascade Charter Township, Kent County, Michigan, which is described on Exhibit F and referred to as the "Kraft Property".

C. The Declarant, for itself, and its members, successors and assigns and all future owners of all or any part of the Auto Dealer Property, and the Kraft Property, desires to establish a permanent easement across a portion of the Auto Dealer Property to provide a connection between Auto Dealer Property to the property immediately to the west of the Auto Dealer Property, which is the Kraft Property, to comply with Section VIII.(B) Cross Access of the Cascade Charter Township Ordinance No. 16 of 2002, An Ordinance to Amend the Cascade Charter Township Planning Zoning Ordinance and Zoning Map to Establish the Betten Automotive Planned Unit Development Project ("PUD").

D. The Declarant, for itself and its members, successors and assigns and all future owners of all or any part of the Auto Dealer Property, desires to grant such easement as a permanent access easement for ingress and egress for the benefit of the Kraft Property over a strip of land located south of the north property boundary of the Auto Dealer Property and connecting to the Kraft Property to the west, at a point which is located approximately forty (40) feet south of the north property line of the Auto Dealer Property westerly boundary and the Kraft Property adjacent thereto. The legal description of the Access Easement is more specifically described in Exhibit G, attached hereto and made a part hereof ("Access Easement");

E. The Declarant, for itself and its members, successors and assigns and all future owners of all or any part of the Auto Dealer Property, desires to grant an easement as a permanent easement for public utilities for the benefit of the Kraft Property located within a portion of the Access Easement and 10 feet to the North thereof as legally described on Exhibit J, attached as long as they only connect to public utilities now or hereafter located in the Kraft

Property and not within the Auto Dealer Property.

F. Declarant, for itself and its members, successors and assigns and all future owners of all or any part of the Auto Dealer Property, desires to prohibit the building, erection or location of any improvements or other structures, fencing, barriers or landscaping on or over the Access Easement that would in any way impair or interfere with the use of said Access Easement for ingress or egress after it is improved in accordance with this Easement.

DECLARATION

NOW, THEREFORE, in consideration of the premises contained herein, the Auto Dealer Property shall be held, transferred, sold, conveyed, occupied, and used subject to the following easements:

1. Subject to the terms and provisions hereof, Declarant hereby declares and grants that the strip of land on Auto Dealer Property (labeled as East West Easement and as described in Exhibit G), for the benefit of the owners of the Kraft Property and Cascade Charter Township in Kent County, Michigan ("Township"), shall be subject to a perpetual, non-exclusive Access Easement for vehicular and pedestrian ingress and egress to and from the Kraft Property to the Auto Dealer Property by the owners and tenants of the Auto Dealer Property and the Kraft Property, their heirs, successors and assigns, and their representatives, agents, employees, tenants, sub-tenants, customers, guests, licensees, invitees and fire, police and other emergency governmental vehicles ("Permittees") subject to the terms and provisions hereof.

2. Declarant hereby declares and grants that if an Access Drive is constructed in the Access Easement, the owner of the Auto Dealer Property shall maintain or cause to be maintained the area subject to the Access Easement created hereby on the Auto Dealer Property in a safe, clean and well repaired condition (including, without limitations, and free from snow, ice and obstruction of any nature). Further, the owner of the Auto Dealer Property shall refrain, and shall cause its tenant(s) (if any) to refrain from building, erecting or locating any improvements or other structures, fencing, barriers or landscaping on or over the Access Easement that would in any way impair or interfere with the use of the Access Easement for ingress or egress by Permittees at any time. The owner of the Auto Dealer Property shall maintain, or cause its tenant(s) (if any) to maintain, commercial general liability insurance covering such easement area as is located on the Auto Dealer Property affording protection in commercially reasonable amounts, from time to time, but not less than one Million Dollars (\$1,000,000) for injury or death of a single person, and not less than one Million Dollars (\$1,000,000) per occurrence and not less than one Hundred Thousand Dollars (\$100,000) for property damage. Each such policy shall include contractual liability endorsement.

3. Declarant hereby declares and grants a 25 foot wide easement for vehicular and pedestrian ingress and egress for the benefit of the owner of that part of the Kraft Property situated north of the Auto Dealer Property ("North Kraft Property") and described on Exhibit F from the north boundary of the Access Easement to the North Kraft Property and as described on Exhibit I attached ("North Driveway"). All access to the North Kraft Property for construction shall be from the North South Access Easement and not to or from the east of the of the North

Driveway and the owner of the North Kraft Property shall be responsible for any clean-up or damage caused by the violation of this provision.

4. Declarant hereby declares and grants an easement for public utilities for the benefit of the North Kraft Property over a portion of the Access Easement and a strip of land 10 feet north of such portion of the Access Easement and over the North Driveway and as described on Exhibit J attached, provided that such utilities connect to utilities located within the balance of the Kraft Property and not within the Auto Dealer Property.

Any damage to the landscaping or any drive improvements caused by the installation of such utilities shall be repaired and restored by the owner of the North Kraft Property.

5. Any owner of the Kraft Property or Cascade Charter Township may construct the drive over the Access Easement pursuant to the PUD site plan, provided construction is completed over the entire Access Easement and at the same time there is constructed an access drive over that portion of the Kraft Property located immediately west of the Auto Dealer Property and legally described on Exhibit H ("North South Easement"), connecting the drive located on the Access Easement to the North South Easement and to the drive located on the easement recorded in Liber 2440 on Page 366, and such drive is constructed, completed and opened simultaneously with this Access Drive.

6. Declarant hereby declares and grants that the easements hereby granted and the restrictions hereby imposed shall be easements and restrictions running with the land and shall inure to the benefit of, and be binding upon, Declarant, its successors and assigns, including, without limitation, all subsequent owners of the Auto Dealer Property and all persons claiming under them. All easements granted are appurtenant to the Kraft Property.

7. Declarant hereby declares that strict construction shall not apply to this Declaration. This Declaration shall be given a reasonable construction to carry out the intention of Declarant to create a permanent non-exclusive easement for ingress or egress and utilities with reciprocal rights and benefits as described herein.

8. Declarant hereby declares that nothing herein contained shall be deemed to be a gift or dedication of all or any portion of the Auto Dealer Property to or for the general public, or for any public use or purpose whatsoever, it being the express intention of the Declarant that this Declaration shall be strictly limited to and for the purpose herein expressed, solely for the benefit of the parties described herein, their heirs, successors and assigns.

9. Declarant hereby declares that this Declaration may not be amended or terminated without the written consent of all the holders of record title of the Auto Dealer Property and the Kraft Property.

10. Declarant hereby declares that in no event shall there be a merger whereby the estate or rights of a holder of any mortgage (or successor thereto) on the Auto Dealer Property, merges with the interest, estate or rights of the owner thereof, it being understood that any

mortgage interest is deemed to be separate and distinct from any ownership interest nor shall any easement or right created hereby be extinguished by the doctrine of merger (or otherwise) as a result of common ownership of both a benefited and burdened property.

11. Declarant hereby declares that this Declaration does not supersede or reduce any easement encumbering the Auto Dealer Property which was recorded prior to the recording of this Declaration. Provided, however, in the event of any inconsistencies between this Declaration and any previously recorded easement, this Declaration will supersede, govern and control.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first written above.

Edward J. Tafen
Edward J. Tafen
William H. Bowie
William H. Bowie

PACKER COLONY, L.L.C., a
Michigan limited liability company
By Robert J. Malone
Its Manager

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 23rd day of December, 2002, by Robert J. Malone, Manager of Packer Colony, L.L.C., a Michigan limited liability company on behalf of the company.

Janice L. Langeland
Janice L. Langeland
Notary Public, Kent County, MI
My Commission Expires: 10-20-03

Drafted By and After Recording Return to:
WILLIAM H. BOWIE
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W.
P.O. Box 360
Grand Rapids, MI 49501-0360

EXHIBIT A

AUTO DEALER PARCEL

PARCEL 1:

That part of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Beginning at a point on the South line of said Southwest 1/4, which is South 89°34'15" West 1014.18 feet from the South 1/4 corner of Section 8; thence South 89°34'15" West 298.90 feet along said South line; thence North 01°34'02" West 795.16 feet along the West line of the Southeast 1/4, Southwest 1/4, Section 8; thence North 89°34'15" East 363.77 feet along the North line of the South 795 feet of said Southwest 1/4; thence South 00°25'45" East 278.59 feet; thence South 89°34'15" West 21.00 feet; thence South 00°25'45" East 173.28 feet; thence South 89°34'15" West 28.08 feet; thence South; thence South 00°25'45" East 343.13 feet to the place of beginning. Subject to easements of record and to highway R.O.W. for 28th Street. This parcel contains 6.023 Acres, including 28th Street R.O.W. (5.638 acres, excluding 28th Street R.O.W.)

PARCEL 2:

The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan. This parcel contains approximately 2.2 acres.

PARCEL 1 and PARCEL 2 combined can be further described as:

That part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point on the South line of said SW 1/4, which is S89°34'15"W 1014.18 feet from the S 1/4 corner of Section 8; thence S89°34'15"W 298.90 feet along said South line; thence N01°34'02"W 435.00 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 267.13 feet along the North line of the South 435 feet of the West 1/2 of said SW 1/4; thence N01°34'02"W 360.00 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4; thence N89°34'15"E 267.13 feet along the North line of the South 795 feet of said SW 1/4; thence N01°34'02"W 0.16 feet along the West line of the SE 1/4 of said SW 1/4; thence N89°34'15"E 363.77 feet along the North line of the South 795 feet of said SW 1/4 (measured perpendicular from the South line of said SW 1/4); thence S00°25'45"E 278.59 feet; thence S89°34'15"W 21.00 feet; thence S00°25'45"E 173.28 feet; thence S89°34'15"W 28.08 feet; thence S00°25'45"E 343.13 feet to the place of beginning. Subject to easements of record and to highway Right-of-Way for 28th Street.

EXHIBIT F
KRAFT PROPERTY

Parcel 1:

Lot 6, Cascade Beltline Plat, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats, Page 35.

Parcel 2:

Lot 7, Cascade Beltline Plat, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats, Page 35.

Parcel 3:

The North 360.00 feet of the South 795.00 feet of the West 1/2 of the Southwest 1/4 of Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, EXCEPT the East 165.00 feet thereof, ALSO EXCEPT the West 264.00 feet thereof; ALSO EXCEPT the following described property: the East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan. SUBJECT to and together with easements contained in the instruments recorded in Liber 2434, Page 1095 and Liber 2440, Page 366.

Parcel 4: (North Kraft Property)

The East 165.00 feet of the North 885.00 feet of the South 1320.00 feet of the West 1/2 of the Southwest 1/4 of Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, EXCEPT the following described property: the East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

EXHIBIT G

Description of East-West Access Easement:

That part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the S 1/4 corner of Section 8; thence S89°34'15"W 1313.08 feet along the South line of said SW 1/4; thence N01°34'02"W 435.00 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 267.13 feet along the North line of the South 435 feet of the West 1/2 of said SW 1/4; thence N01°34'02"W 295.15 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the PLACE OF BEGINNING of said Easement; thence N01°34'02"W 25.00 feet along said West line; thence N89°34'15"E 90.00 feet; thence N01°34'02"W 15.00 feet; thence N89°34'15"E 540.40 feet; thence S00°25'45"E 55.00 feet; thence N71°59'39"W 94.87 feet; thence S89°34'15"W 389.90 feet; thence S01°34'02"E 15.00 feet; thence S89°34'15"W 150.00 feet to the place of beginning. Containing 0.413 Acres.

EXHIBIT H

Description of North-South Access Easement:

Part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the S 1/4 corner of Section 8; thence S89°34'15"W 1313.08 feet along the South line of said SW 1/4; thence N01°34'02"W 435.00 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 267.13 feet along the North line of the South 435 feet of the West 1/2 of said SW 1/4 to the PLACE OF BEGINNING of said Easement; thence S01°34'02"E 18.50 feet; thence S89°34'15"W 16.50 feet; thence S01°34'02"E 25.00 feet; thence S89°34'15"W 25.00 feet; thence N01°34'02"W 327.95 feet; thence Northeasterly 55.67 feet along a 35.00 foot radius curve to the right, the chord of which bears N44°00'06"E 49.99 feet; thence N89°34'15"E 5.80 feet; thence S01°34'02"E 320.15 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the place of beginning. Containing 0.331 Acres.

EXHIBIT I

Description of North Kraft Property Access Easement:

A 25 foot wide Easement in part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, the centerline of which is described as: Commencing at the S 1/4 corner of Section 8; thence S89°34'15"W 1313.08 feet along the South line of said SW 1/4; thence N01°34'02"W 795.16 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 85.00 feet along the North line of the South 795 feet of said SW 1/4 to the PLACE OF BEGINNING of said centerline; thence S00°25'45"E 25.00 feet to the place of ending. Containing 0.014 Acres.

EXHIBIT J

Description of Utility Easement:

That part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the S 1/4 corner of Section 8; thence S89°34'15"W 1313.08 feet along the South line of said SW 1/4; thence N01°34'02"W 435.00 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 267.13 feet along the North line of the South 435 feet of the West 1/2 of said SW 1/4; thence N01°34'02"W 295.15 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the PLACE OF BEGINNING of said Easement; thence N01°34'02"W 35.00 feet along said West line; thence N89°34'15"E 80.00 feet; thence N01°34'02"W 15.00 feet; thence N89°34'15"E 89.33 feet; thence N00°25'45"W 15.00 feet; thence N89°34'15"E 25.00 feet along the North line of the South 795 feet of said SW 1/4; thence S00°25'45"E 50.00 feet; thence S89°34'15"W 43.64 feet; thence S01°34'02"E 15.00 feet; thence S89°34'15"W 150.00 feet to the place of beginning. Containing 0.189 Acres.

LIBER 6509 PG 429 *

(5)

21/2
STATE OF MICHIGAN
COUNTY OF KENT
RECORDS DEPARTMENT

2002 DEC 23 PM 3:34

Mary Holmala
CLERK OF DEEDS

DECLARATION OF NORTH SOUTH ACCESS EASEMENT

This Declaration is made this 23rd day of December, 2002, by Kraft Street Partners, LLC, a Michigan limited liability company ("Declarant"), whose address is 6648 Blythefield N.E., Rockford, Michigan 49341.

PRELIMINARY STATEMENT

- A. Declarant is the owner of a certain parcel of real property in the Cascade Charter Township, Kent County, State of Michigan, which is described on **Exhibit F** attached hereto and made a part hereof ("Kraft Property").
- B. Packer Colony, LLC ("Packer"), a Michigan limited liability company is the owner a certain property in Cascade Charter Township, Kent County, Michigan, which is described on **Exhibit A** and referred to as the "Auto Dealer Property".
- C. The Declarant, for itself, and its members, successors and assigns and all future owners of all or any part of the Auto Dealer Property, and the Kraft Property, desires to establish a permanent easement across a portion of the Kraft Property to provide a connection between Auto Dealer Property to the property immediately to the west of the Auto Dealer Property, which is the Kraft Property, and connecting to the drive located on the easement recorded in Liber 2440 on Page 366, to comply with Section VIII.(B) Cross Access of the Cascade Charter Township Ordinance No. 16 of 2002, An Ordinance to Amend the Cascade Charter Township Planning Zoning Ordinance and Zoning Map to Establish the Betten Automotive Planned Unit Development Project ("PUD").
- D. The Declarant, for itself and its members, successors and assigns and all future owners of all or any part of the Kraft Property, desires to grant such easement as a permanent access easement for ingress and egress for the benefit of the Auto Dealer Property over a strip of land located west of the eastern property boundary of the Kraft Property and connecting to the Auto Dealer Property, at a point which is located approximately forty (40) feet south of the north property line of the Auto Dealer Property westerly boundary and the Kraft Property adjacent thereto. The legal description of the Access Easement is more specifically described in **Exhibit H**, attached hereto and made a part hereof ("Access Easement");
- E. Declarant, for itself and its members, successors and assigns and all future owners of all or any part of the Kraft Property, desires to prohibit the building, erection or location of any improvements or other structures, fencing, barriers or landscaping on or over the Access

Easement that would in any way impair or interfere with the use of said Access Easement for ingress or egress after it is improved in accordance with this Easement.

DECLARATION

NOW, THEREFORE, in consideration of the premises contained herein, the Auto Dealer Property shall be held, transferred, sold, conveyed, occupied, and used subject to the following easements:

1. Subject to the terms and provisions hereof, Declarant hereby declares and grants that the strip of land on Kraft Property (labeled as North South Easement and as described in **Exhibit H**), for the benefit of the owners of the Auto Dealer Property and Cascade Charter Township in Kent County, Michigan ("Township") connecting to the drive located on the easement recorded in Liber 2440 on Page 366, shall be subject to a perpetual, non-exclusive Access Easement for vehicular and pedestrian ingress and egress to and from the Kraft Property to the Auto Dealer Property by the owners and tenants of the Auto Dealer Property and the Kraft Property, their heirs, successors and assigns, and their representatives, agents, employees, tenants, sub-tenants, customers, guests, licensees, invitees and fire, police and other emergency governmental vehicles ("Permittees") subject to the terms and provisions hereof.

2. Declarant hereby declares and grants that if an Access Drive is constructed in the Access Easement, the owner of the Kraft Property shall maintain or cause to be maintained the area subject to the Access Easement created hereby on the Kraft Property in a safe, clean and well repaired condition (including, without limitations, and free from snow, ice and obstruction of any nature). Further, the owner of the Kraft Property shall refrain, and shall cause its tenant(s) (if any) to refrain from building, erecting or locating any improvements or other structures, fencing, barriers or landscaping on or over the Access Easement that would in any way impair or interfere with the use of the Access Easement for ingress or egress by Permittees at any time. The owner of the Kraft Property shall maintain, or cause its tenant(s) (if any) to maintain, commercial general liability insurance covering such easement area as is located on the Kraft Property affording protection in commercially reasonable amounts, from time to time, but not less than one Million Dollars (\$1,000,000) for injury or death of a single person, and not less than one Million Dollars (\$1,000,000) per occurrence and not less than one Hundred Thousand Dollars (\$100,000) for property damage. Each such policy shall include contractual liability endorsement.

3. Any owner of the Auto Dealer Property or Cascade Charter Township may construct the drive over the Access Easement pursuant to the PUD site plan, provided construction is completed over the entire Access Easement and at the same time there is constructed an access drive over that portion of the Auto Dealer Property located immediately east of the Kraft Property and legally described on **Exhibit G** ("East West Easement"), connecting the drive located on the Access Easement to the East West Easement and such drive is constructed, completed and opened simultaneously with this Access Drive.

4. Declarant hereby declares and grants that the easements hereby granted and the restrictions hereby imposed shall be easements and restrictions running with the land and shall

inure to the benefit of, and be binding upon, Declarant, its successors and assigns, including, without limitation, all subsequent owners of the Kraft Property and all persons claiming under them. All easements granted are appurtenant to the Auto Dealer Property.

5. Declarant hereby declares that strict construction shall not apply to this Declaration. This Declaration shall be given a reasonable construction to carry out the intention of Declarant to create a permanent non-exclusive easement for ingress or egress and utilities with reciprocal rights and benefits as described herein.


6. Declarant hereby declares that nothing herein contained shall be deemed to be a gift or dedication of all or any portion of the Kraft Property to or for the general public, or for any public use or purpose whatsoever, it being the express intention of the Declarant that this Declaration shall be strictly limited to and for the purpose herein expressed, solely for the benefit of the parties described herein, their heirs, successors and assigns.


7. Declarant hereby declares that this Declaration may not be amended or terminated without the written consent of all the holders of record title of the Auto Dealer Property and the Kraft Property.

8. Declarant hereby declares that in no event shall there be a merger whereby the estate or rights of a holder of any mortgage (or successor thereto) on the Kraft Property, merges with the interest, estate or rights of the owner thereof, it being understood that any mortgage interest is deemed to be separate and distinct from any ownership interest nor shall any easement or right created hereby be extinguished by the doctrine of merger (or otherwise) as a result of common ownership of both a benefited and burdened property.

9. Declarant hereby declares that this Declaration does not supersede or reduce any easement encumbering the Kraft Property which was recorded prior to the recording of this Declaration. Provided, however, in the event of any inconsistencies between this Declaration and any previously recorded easement, this Declaration will supersede, govern and control.

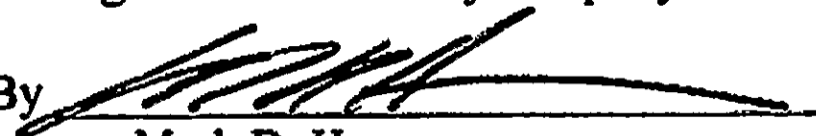
IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first written above.



 Dan M. Challa


 William H. Bowie

KRAFT STREET PARTNERS, LLC, a
 Michigan limited liability company

By 

 Mark D. Harmsen
 Its: Manager

EXHIBIT A**AUTO DEALER PARCEL****PARCEL 1:**

That part of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Beginning at a point on the South line of said Southwest 1/4, which is South 89°34'15" West 1014.18 feet from the South 1/4 corner of Section 8; thence South 89°34'15" West 298.90 feet along said South line; thence North 01°34'02" West 795.16 feet along the West line of the Southeast 1/4, Southwest 1/4, Section 8; thence North 89°34'15" East 363.77 feet along the North line of the South 795 feet of said Southwest 1/4; thence South 00°25'45" East 278.59 feet; thence South 89°34'15" West 21.00 feet; thence South 00°25'45" East 173.28 feet; thence South 89°34'15" West 28.08 feet; thence South; thence South 00°25'45" East 343.13 feet to the place of beginning. Subject to easements of record and to highway R.O.W. for 28th Street. This parcel contains 6.023 Acres, including 28th Street R.O.W. (5.638 acres, excluding 28th Street R.O.W.)

PARCEL 2:

The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan. This parcel contains approximately 2.2 acres.

PARCEL 1 and PARCEL 2 combined can be further described as:

That part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: BEGINNING at a point on the South line of said SW 1/4, which is S89°34'15"W 1014.18 feet from the S 1/4 corner of Section 8; thence S89°34'15"W 298.90 feet along said South line; thence N01°34'02"W 435.00 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 267.13 feet along the North line of the South 435 feet of the West 1/2 of said SW 1/4; thence N01°34'02"W 360.00 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4; thence N89°34'15"E 267.13 feet along the North line of the South 795 feet of said SW 1/4; thence N01°34'02"W 0.16 feet along the West line of the SE 1/4 of said SW 1/4; thence N89°34'15"E 363.77 feet along the North line of the South 795 feet of said SW 1/4 (measured perpendicular from the South line of said SW 1/4); thence S00°25'45"E 278.59 feet; thence S89°34'15"W 21.00 feet; thence S00°25'45"E 173.28 feet; thence S89°34'15"W 28.08 feet; thence S00°25'45"E 343.13 feet to the place of beginning. Subject to easements of record and to highway Right-of-Way for 28th Street.

#74232 v2

EXHIBIT F
KRAFT PROPERTY

Parcel 1:

Lot 6, Cascade Beltline Plat, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats, Page 35.

Parcel 2:

Lot 7, Cascade Beltline Plat, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats, Page 35.

Parcel 3:

The North 360.00 feet of the South 795.00 feet of the West 1/2 of the Southwest 1/4 of Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, EXCEPT the East 165.00 feet thereof, ALSO EXCEPT the West 264.00 feet thereof; ALSO EXCEPT the following described property: the East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan. SUBJECT to and together with easements contained in the instruments recorded in Liber 2434, Page 1095 and Liber 2440, Page 366.

Parcel 4: (North Kraft Property)

The East 165.00 feet of the North 885.00 feet of the South 1320.00 feet of the West 1/2 of the Southwest 1/4 of Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, EXCEPT the following described property: the East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan.

#80567 v1

EXHIBIT G

Description of East-West Access Easement:

That part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the S 1/4 corner of Section 8; thence S89°34'15"W 1313.08 feet along the South line of said SW 1/4; thence N01°34'02"W 435.00 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 267.13 feet along the North line of the South 435 feet of the West 1/2 of said SW 1/4; thence N01°34'02"W 295.15 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the PLACE OF BEGINNING of said Easement; thence N01°34'02"W 25.00 feet along said West line; thence N89°34'15"E 90.00 feet; thence N01°34'02"W 15.00 feet; thence N89°34'15"E 540.40 feet; thence S00°25'45"E 55.00 feet; thence N71°59'39"W 94.87 feet; thence S89°34'15"W 389.90 feet; thence S01°34'02"E 15.00 feet; thence S89°34'15"W 150.00 feet to the place of beginning. Containing 0.413 Acres.

#81619 v1

EXHIBIT H**Description of North-South Access Easement:**

Part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the S 1/4 corner of Section 8; thence S89°34'15"W 1313.08 feet along the South line of said SW 1/4; thence N01°34'02"W 435.00 feet along the West line of the SE 1/4 of said SW 1/4; thence S89°34'15"W 267.13 feet along the North line of the South 435 feet of the West 1/2 of said SW 1/4 to the PLACE OF BEGINNING of said Easement; thence S01°34'02"E 18.50 feet; thence S89°34'15"W 16.50 feet; thence S01°34'02"E 25.00 feet; thence S89°34'15"W 25.00 feet; thence N01°34'02"W 327.95 feet; thence Northeasterly 55.67 feet along a 35.00 foot radius curve to the right, the chord of which bears N44°00'06"E 49.99 feet; thence N89°34'15"E 5.80 feet; thence S01°34'02"E 320.15 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the place of beginning. Containing 0.331 Acres.

#81619 v1

18
5/12

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P: 1 of 18 F: \$65.00 12:11PM
Mary Hollinrake T20050022888
Kent County MI Register SEAL

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made to be effective on the date of the last signature hereto, by and between **Kraft Street Partners, LLC**, a Michigan Limited Liability Company, whose address is 6648 Blythfield N.E., Rockford, Michigan 49341 ("Kraft"), **P & L Company, L.L.C.**, a Michigan Limited Liability Company, whose address is 3000 Breton Avenue, S.E., Kentwood, Michigan 49512 ("P&L"), **Design I Cascade, L.L.C.**, a Michigan Limited Liability Company, whose address is 4485 Plainfield, N.E., Grand Rapids, Michigan 49525 ("Design"), and **Packer Colony, L.L.C.**, a Michigan Limited Liability Company, whose address is 4330 44th Street, S.W., Grandville, Michigan 49418 ("Packer"), and consented to by the following mortgage holders: **Republic Bank**, a Michigan Banking Corporation, whose address is 1441 Arboretum Drive, S.E., Grand Rapids, Michigan 49546, **Fifth Third Bank**, an Ohio Banking Corporation, whose address is 1000 Town Center, Suite 1400, Southfield, Michigan 48075, **Mercantile Bank of West Michigan**, a Michigan Banking Corporation, whose address is 216 North Division Avenue, Grand Rapids, Michigan 49503, and **Standard Federal Bank, NA**, a National Banking Association, whose address is 2600 West Big Beaver Road, Troy, Michigan 48084 (collectively the "Mortgagees").

RECITALS:

WHEREAS, Kraft is the owner of certain property situated in Township of Cascade, Kent County, Michigan, more particularly described on Exhibit A attached hereto, which property is hereinafter referred to as the "Kraft Property";

WHEREAS, P&L is the owner of certain property situated in Township of Cascade, Kent County, Michigan, more particularly described on Exhibit B attached hereto, which property is hereinafter referred to as the "P&L Property";

WHEREAS, Design is the owner of certain property situated in Township of Cascade, Kent County, Michigan, more particularly described on Exhibit C attached hereto, which property is hereinafter referred to as the "Design Property";

WHEREAS, Packer is the owner of certain property situated in Township of Cascade, Kent County, Michigan, more particularly described on Exhibit D attached hereto, which property is hereinafter referred to as the "Packer Property";

WHEREAS, the Kraft Property, P&L Property, Design Property, and Packer Property presently share a common driveway for ingress, egress, and utility purposes, which was originally created by instruments recorded in Liber 2434, Pages 1095-1104, Kent County Records, and Liber 2440, Pages 366-369, Kent County Records, which ingress and egress

casement (but not the easement for underground utilities and drainage) the parties desire to terminate and replace with this Easement Agreement;

WHEREAS, the Mortgagees presently hold mortgages of record on the Kraft Property, P&L Property, Design Property, and/or the Packer Property, and have consented to this Agreement and agreed to recognize the easements and subordinate their respective mortgages to the easements and rights created hereby; and

WHEREAS, Kraft, P&L, Design, and Packer (collectively the "Owners", or separately the "Owner") are in a dispute concerning the nature and extent of the ingress and egress easement rights granted and held by certain of the other parties, and the Owners have amicably agreed to enter into this Agreement to clarify the rights and responsibilities of the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. Kraft hereby grants and conveys to P&L and P&L's successors and assigns of the P&L Property, to Design and Design's successors and assigns of the Design Property, and to Packer and Packer's successors and assigns of the Packer Property, a perpetual non-exclusive easement for ingress and egress purposes on, over and across that portion of the Kraft Property described on Exhibit E attached hereto.

2. P&L hereby grants and conveys to Kraft and Kraft's successors and assigns of the Kraft Property, to Design and Design's successors and assigns of the Design Property, and to Packer and Packer's successors and assigns of the Packer Property, a perpetual non-exclusive easement for ingress and egress purposes on, over and across that portion of the P&L Property described on Exhibit F attached hereto. P& L also grants to Kraft and Kraft's successors and assigns of the Kraft Property, to Design and Design's successors and assigns of the Design Property, and to Packer and Packer's successors and assigns of the Packer Property, a perpetual exclusive easement for purposes of use, maintenance and repair of the curb and gutter located East of and adjoining that portion of the P & L Property described on Exhibit F, [including the twenty-four (24) inch asphalt gutter and cement curbing to the west of the Esplanade Building adjacent to the easement] which curb or gutter shall not be removed or relocated.

3. On or before September 30, 2005, Kraft agrees to construct a boulevard style driveway on that portion of the Kraft Property described on Exhibit E and that portion of the P & L Property described on Exhibit F (collectively the "Driveway Easement") substantially in accordance with the plans attached hereto as Exhibit G, including all curbs, gutters, paving, and landscaping, at Kraft's sole cost and expense. The curb cuts to the Driveway Easement on the P&L Property and Design Property shall be located across from curb cuts in the driveway median so as to permit turns onto the Driveway Easement in either an easterly or westerly direction. The initial construction shall be performed by Kraft, to the extent practical, in such a manner as to try to minimize any disruption to ingress and egress.

4. Kraft shall relocate Design's existing pylon sign presently located on the Kraft Property to the location on the Design Property as shown on Exhibit G, at Kraft's sole cost and expense. Alternatively, Kraft and Design may agree to replace said existing pylon sign presently located on the Kraft Property with a new sign on the Design Property.

5. The roads and medians on the Driveway Easement shall not be used for the parking or storage of vehicles or any purpose which unreasonably interferes with the ingress and egress rights herein granted. All bushes, shrubs, trees, and other vegetation in the median of the Driveway Easement shall be maintained at a height not to exceed four (4) feet from the top of the curb. Any use of the easements herein granted shall be at the sole risk of the user, and each party using the easements herein granted hereby releases and agrees to hold the other parties harmless from any loss, cost, expense, or liability arising out of the use of the Driveway Easement by such using party, its employees, agents, contractors, tenants, and invitees.

6. All reasonable and necessary maintenance and repair of the driveway improvements and landscaping on the Driveway Easement shall be performed by P&L, or its successors and assigns of the P&L Property, to maintain and repair the Driveway Easement and keep the same in good condition, consistent with its standard of construction, similar to shopping centers and office developments in Cascade Township, Kent County, Michigan. Contracts for maintenance and repair shall be competitively bid, and the Owners shall be entitled to review such bids upon request. Kraft agrees to reimburse and pay to P&L forty and one-half percent (40.5%) of all expenses, including but not limited to snow and ice removal, repairing, striping, patching, mowing, and tree trimming, incurred by P&L as necessary to maintain and repair the Driveway Easement as aforesaid and keep the same in good condition, within thirty (30) days of receipt of an invoice therefor from P&L. Design agrees to reimburse and pay to P&L twenty-five percent (25%) of all expenses, including but not limited to snow and ice removal, repairing, striping, patching, mowing, and tree trimming, incurred by P&L as necessary to maintain and repair the Driveway Easement as aforesaid and keep the same in good condition, within thirty (30) days of receipt of an invoice therefor from P&L. Packer agrees to reimburse and pay to P&L nine and one-half percent (9.5%) of all expenses, including but not limited to snow and ice removal, repairing, striping, patching, mowing, and tree trimming, incurred by P&L as necessary to maintain and repair the Driveway Easement as aforesaid and keep the same in good condition, within thirty (30) days of receipt of an invoice therefor from P&L. P&L shall not invoice Kraft, Design, or Packer for such expenses more frequently than monthly or less frequently than quarterly. The remaining twenty-five percent (25%) of all such expenses shall be paid for by P&L, or P&L's successors and assigns of the P&L Property. Kraft, Design, and Packer, upon reasonable advance written notice to P&L, shall be entitled to audit and inspect, at P&L's offices, P&L's books and records concerning said expenses for the preceding calendar quarter, not more frequently than quarterly. The party responsible for contracting for maintenance and repairs pursuant to this Agreement shall endeavor to provide an annual budget to the Owners for anticipated costs and expenses to be incurred hereunder for the calendar year on or before January 31 of each calendar year.

7. Provided that an Owner's obligation for expenses incurred hereunder for maintenance and repairs of the Driveway Easement has been paid in full to the date of transfer, any transferring Owner shall be released from all personal liability for all expenses for maintenance and repairs of the Driveway Easement incurred after the transfer immediately upon the transfer of said Owner's fee title interest.

8. If an Owner shall fail to pay any invoice for maintenance and repair of the Driveway Easement rendered to the Owner within thirty (30) days of receipt thereof, the party to whom such invoice amount is owed may commence legal action to collect the amount of such invoice, plus actual attorneys' fees and court costs incurred in collection of such invoice.

9. Notwithstanding anything to the contrary herein, any damage to the driveway, improvements, landscaping and/or facilities on the Driveway Easement caused by an Owner, or said Owner's employees, contractors, guests, invitees, or tenants, shall be repaired by said Owner within a reasonable time, at said Owner's sole cost and expense. If an Owner fails to repair damage to the driveway, improvements, landscaping, and/or facilities on the Driveway Easement caused by said Owner, or said Owner's employees, guests, invitees, or tenants, within a reasonable time, then P&L, or its successors and assigns of the P&L Property, may undertake such repairs; and the entire cost of doing so shall be the sole responsibility of the Owner responsible for the damage, and the entire cost and expense of doing so shall be paid and collected entirely from said Owner in the manner set forth above. For purposes of this paragraph, a "reasonable time" shall mean sixty (60) days from the date of such damage, unless weather conditions require a longer time, and except in cases where such damage unreasonably interferes with ingress or egress to any property served by the driveway, in which case no more than fourteen (14) days shall be considered a reasonable time, unless weather conditions require a longer time.

10. If any property subject to this Agreement is divided or platted after the date of this Agreement, all expenses for repairs and maintenance that would have been levied in respect to the property so divided or platted shall be allocated among the divisions or subdivisions of said subdivided or platted property based on the ratio of the respective square footage of a resulting property after division to the total square footage of the property so divided or platted. In the event any fee owner of record of the Properties responsible for management of the maintenance and repair of the Driveway Easement no longer wishes to be responsible for the management of same for whatever reason, it shall notify in writing the then fee owners of record of the Properties. The then fee owners of record of the Properties responsible for payment of not less than fifty-one percent (51%) of the cost of maintenance and repairs hereunder may in writing designate from time to time which fee owner of record shall be responsible for management of the maintenance and repairs of the Driveway Easement, provided that such designated fee owner is willing to accept such responsibility in writing, which acceptance shall be served upon the then fee owners of record of the Properties within thirty (30) days of the written designation. Thereafter, the designated responsible fee owner shall be deemed substituted under this Agreement as the fee owner responsible for management of the maintenance and repairs of the Driveway Easement. In the event such written acceptance by the designated responsible fee owner is not received by the then fee owners of record of the Properties within thirty (30) days, then the fee owner of record responsible for management of the maintenance and repair of the Driveway Easement may designate a fee owner of record of said Properties who is willing to accept such responsibility under this Agreement. Notice of such designation and acceptance shall be promptly recorded with the Kent County Register of Deeds by the designated responsible fee owner. A designation of a responsible fee owner as provided for herein shall absolve the predecessor(s) of any further liability and responsibility for management of said maintenance and repairs.

11. The fee owners of record of the Properties shall be responsible for all taxes and governmental assessments on their respective Properties and shall pay such taxes and assessments prior to delinquency.

12. The Owners, or their successors and assigns, of the Kraft Property, P&L Property, Design Property, and Packer Property shall maintain general comprehensive liability insurance against claims for personal or bodily injury, death, or property damage arising from the ownership, use, maintenance and operation of the Driveway Easement in commercially reasonable amounts, from time to time, but not less than One Million Dollars (\$1,000,000.00) for injury or death of a single person, and not less than One Million Dollars (\$1,000,000.00) for property damages. Each liability policy shall include a contractual liability endorsement, if available.

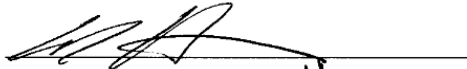
13. The easements, rights, and responsibilities set forth in this Agreement shall be perpetual and shall run with the land. The provisions of the Agreement may be further amended or terminated only with the written consent of the then fee Owners and Mortgagees of the property affected by this Agreement as described in Exhibits A, B, C, or D. Each of the Owners represents and warrants to the other Owners that no other person or entity has acquired a right, interest, or title to all or any portion of said representing Owner's parcel so as to require said acquiring person or entity to join in this Agreement to make the same binding upon said acquiring person or entity.

14. The Mortgagees hereby consent and agree to the granting and creating by the parties of this Agreement of the easements herein created. Further, the Mortgagees agree that even though the Mortgagees' interest is superior and prior in time to this Agreement, the Mortgagees shall recognize the rights and easements created hereunder as if such Mortgagees had originally joined in the grant; and the Mortgagees hereby subordinate their rights and interests to this Agreement and the easements granted herein and agree that no foreclosure, forfeiture, or deed in lieu thereof, or other exercise of Mortgagees' rights or remedies under their respective mortgages or security documents shall cut off or extinguish the easements and rights herein granted and created.

15. The easements for ingress and egress created in the instruments recorded in Liber 2434, Pages 1095-1104, and Liber 2440, Pages 366-369, both Kent County Records, are hereby released and terminated, but the easements for underground utilities and drainage created in those instruments shall not be affected hereby.

KRAFT STREET PARTNERS, LLC

By:



Member

Mark Harmsen

20050829-0102602 08/29/2005
P. 5 of 18 F: \$65.00 12:11PM
Mary Hollinrake T20050022888
Kent County MI Register SEAL

STATE OF MICHIGAN:

COUNTY OF Kent : ^{SS.}

The foregoing instrument was acknowledged before me this 13th day of June, 2005, by Mark Harmson, Member of KRAFT STREET PARTNERS, LLC, a Michigan Limited Liability Company, on behalf of the Company.

Leah M. Meldrum
Leah M. Meldrum
Notary Public, Ottawa County, Michigan
Acting in Kent County, Michigan
My Commission expires: 2-17-2007

P & L COMPANY, L.L.C.

By: Louis G. Cares
Louis G. Cares
Member

STATE OF MICHIGAN:

COUNTY OF KENT : ^{SS.}

The foregoing instrument was acknowledged before me this 27th day of June, 2005, by Louis G. Cares, Member of P & L COMPANY, L.L.C., a Michigan Limited Liability Company, on behalf of the Company.

Peter N. Rigas
Peter N. Rigas
Notary Public, Kent County, Michigan
Acting in Kent County, Michigan
My Commission expires: January 5, 2008

DESIGN I CASCADE L.L.C.

By: *Larry L. Walt*
Larry L. Walt
Member

STATE OF MICHIGAN:
COUNTY OF kent SS.

The foregoing instrument was acknowledged before me this 26th day of July, 2005, by Larry L. Walt, Member of DESIGN I CASCADE, L.L.C., a Michigan Limited Liability Company, on behalf of the Company

Charise E. Blossom

CHARISE E. BLOSSOM, Notary Public
Kent County, State of Michigan
My Commission Expires 5/25/2006

Notary Public, kent County, Michigan
Acting in kent County, Michigan
My Commission expires: 5-25-06

PACKER COLONY, L.L.C.

By: *Marion Betten*
Marion Betten
Manager

STATE OF MICHIGAN:
COUNTY OF KENT SS.

The foregoing instrument was acknowledged before me this 18th day of August, 2005, by Marion Betten Manager of PACKER COLONY, L.L.C., a Michigan Limited Liability Company, on behalf of the Company.

William H. Bowie
William H. Bowie

Notary Public, Kent County, Michigan
Acting in Kent County, Michigan
My Commission expires: 1/29/08

FIFTH THIRD BANK

By: *Daniel S. Grady*
Daniel S. Grady
Its: *Vice President*

STATE OF MICHIGAN:

COUNTY OF *Kent* ^{SS.}

The foregoing instrument was acknowledged before me this *19th* day of *July*,
2005, by *Daniel S. Grady*, the *Vice President* of FIFTH THIRD
BANK, an Ohio Banking Corporation, on behalf of the Corporation.

Carmen Poe
Carmen Poe
Notary Public, *Kent* County, Michigan
Acting in *Kent* County, Michigan
My Commission expires: *2-26-2012*

MERCANTILE BANK OF WEST MICHIGAN

By: Mark R. Hoffhines
Mark R. Hoffhines
Its: Senior Vice President

STATE OF MICHIGAN:
COUNTY OF kent ss.

The foregoing instrument was acknowledged before me this 26th day of July 2005, by Mark R. Hoffhines, the Senior Vice President of MERCANTILE BANK OF WEST MICHIGAN, a Michigan Banking Corporation, on behalf of the Corporation.

Charise E. Blossom

CHARISE E. BLOSSOM, Notary Public
Kent County, State of Michigan
My Commission Expires 5/25/2006

Notary Public, kent County, Michigan
Acting in kent County, Michigan
My Commission expires: 5-25-06

STANDARD FEDERAL BANK, NA

By: *A. M. Plafkin*
AARON M. PLAFKIN
Its: RELATIONSHIP MANAGER

STATE OF MICHIGAN:

ss.
COUNTY OF KENT :

The foregoing instrument was acknowledged before me this 19th day of AUGUST, 2005, by AARON M. PLAFKIN, the RELATIONSHIP MANAGER of STANDARD FEDERAL BANK, NA, a National Banking Association, on behalf of the Association.

Letitia Paiz

Notary Public, Kent County, Michigan
Acting in Kent County, Michigan
My Commission expires: 2-14-07

LETITIA PAIZ
Notary Public, Kent County, MI
My Commission Expires Feb. 14, 2007

PNV
Drafted by and when recorded return to:
Peter N. Rigas, Attorney
200 North Division Avenue
Grand Rapids, MI 49503-2535
(616) 456-7007

EXHIBIT A

Kraft Property


20050829-0102602 08/29/2005
P: 12 of 18 F: \$65.00 12:11PM
Mary Hollinrake T20050022888
Kent County MI Register SEAL

Property located in Cascade Township, Kent County, Michigan, more particularly described as follows:

Lots 6 and 7 of Cascade Beltline Plat, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats on Page 35, and part of the West one half of the Southwest one quarter of said Section 8, all being described as: Commencing at the Southwest corner of said Section 8; thence S89°38'08" East along the South line of said Section 264.00 feet of the East line of the West 264.00 feet of said Southwest one quarter; thence N00°50'11" West along said East line 435.00 feet to the Southeast corner of Lot 4 of said Cascade Beltline Plat and the Point of Beginning of this description; thence N00°50'11" West along the East line of said plat 180.00 feet to the Southeast corner of Lot 6 of said plat; thence S89°09'49" West along the South line of said Lot 6, 223.95 feet to the Southwest corner of said Lot 6; thence N00°50'11" East along the West line of said Lots 6 and 7, 180.00 feet to the Northwest corner of said Lot 7; thence N89°09'49" East along the North line of said Lot 7, 223.95 feet to the Northeast corner of said Lot 7 and the North line of the South 795.00 feet of the West one half of the Southwest one quarter of said Section 8; thence S89°38'08" East along said North line 884.75 feet to the West line of the East 165.00 feet of said West one half; thence N00°46'41" West along said West line 525.02 feet to the North line of the South 1320.00 feet of said West one half; thence S89°38'08" East along said North line 165.00 feet to the East line of said West one half; thence S00°46'41" East along said East line 885.01 feet to the North line of the South 435.00 feet of said West one half; thence N89°38'08" West along said North line 1049.38 feet to the point of beginning. Subject to easements, rights-of-way and restrictions of record.

ALSO,

That part of the West 1/2 of the Southwest 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the Southwest corner of said Section 8; thence S89°38'08" East 979.93 feet along the South line, Southwest 1/4 of said Section 8 to the Point of Beginning; thence continuing S89°38'08" East 33.01 feet along said South line; thence N00°50'11" West 435.00 feet; thence N89°38'08" West 33.01 feet along the South line of the North 360 feet of the South 795 feet of the West 1/2 of Southwest 1/4 of said Section 8; thence S00°50'11" East 435.00 feet to the Point of Beginning.

EXCEPT:

The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

EXHIBIT B
P&L Property



Property located in Cascade Township, Kent County, Michigan, more particularly described as follows:

That part of the Southwest 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Beginning at a point on the South line of Section 8, which is S88°49'15" East 1013.25 feet from the Southwest corner of Section 8; thence N00°00' East 435.00 feet parallel with the West line of Section 8; thence S88°49'15" East 300.45 feet; thence S00°03'30" West 435.00 feet along the East line of the West one half of said Southwest one quarter; thence N88°49'15" West 300.0 feet along the South line of Section 8 to the Place of Beginning, subject to Highway right-of-way for 28th Street over that part of the above which lies Southerly of a line which is 50 feet Northerly of (at right angles) and parallel with the centerline of 28th Street.

EXHIBIT C

Design Property

Property located in Cascade Township, Kent County, Michigan, more particularly described as follows:

That part of the West 1/2 of the Southwest 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Beginning at a point on the South line of said Section, which is S88°49'15" East 1013.25 feet from the Southwest corner of said Section; thence N88°49'15" West 209.25 feet; thence N00°00' East 435.0 feet parallel with the West line of said Southwest 1/4; thence S88°49'15" East 209.25 feet; thence S00°00' West 435.0 feet to the Place of Beginning. Subject to Highway right-of-way over that part of the above which lies Southerly of a line which is 50 feet Northerly of (at right angles) and parallel with the centerline of 28th Street. Also subject to a highway right of way over any part which lies Southerly of a line which is 50 feet Northerly of (at right angles) and parallel with the South line of said Section.

EXCEPT:

That part of the West 1/2 of the Southwest 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the Southwest corner of said Section 8; thence S89°38'08" East 979.93 feet along the South line, Southwest 1/4 of said Section 8 to the Point of Beginning; thence continuing S89°38'08" East 33.01 feet along said South line; thence N00°50'11" West 435.00 feet; thence N89°38'08" West 33.01 feet along the South line, North 360 feet, South 795 feet, West 1/2 of Southwest 1/4 of said Section 8; thence S00°50'11" East 435.00 feet to the Point of Beginning.

2005029-0102502 08/29/2005
P:15 of 18 F:\$65.00 12:11PM
Mary Hollinrake T20050022888
Kent County MI Register SEAL

EXHIBIT D

Packer Property

Property located in Cascade Township, Kent County, Michigan, more particularly described as follows:

The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

20050029-0102602 08/29/2005
P: 16 of 18 F: \$65.00 12:11PM
Mary Hollinrake T20050022888
Kent County MI Register SEAL

EXHIBIT E

Kraft Easement Property

Property located in Cascade Township, Kent County, Michigan, more particularly described as follows:

That part of the West 1/2 of the Southwest 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Commencing at the Southwest corner of said Section 8; thence S89°38'08" East 979.93 feet along the South line, Southwest 1/4 of said Section 8 to the Point of Beginning; thence continuing S89°38'08" East 33.01 feet along said South line; thence N00°50'11" West 435.00 feet; thence N89°38'08" West 33.01 feet along the South line of the North 360 feet of the South 795 feet of the West 1/2 of Southwest 1/4 of said Section 8; thence S00°50'11" East 435.00 feet to the Point of Beginning.

20050829-0102602 06/29/2005
P: 17 of 18 F: \$65.00 12:11PM
Mary Hollinrake T20050022888
Kent County MI Register SEAL

EXHIBIT F

P&L Easement Property

Property located in Cascade Township, Kent County, Michigan, more particularly described as follows:

An easement for driveway purposes and for underground utilities in that part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: Beginning at a point on the South line of said Section 8, which is S88°49'15" East 1013.25 feet from the Southwest corner of Section 8; thence N00°01'25" West 435.00 feet (formerly recorded as N00°00' East 435.0 feet), parallel with the West line of Section 8; thence S88°49'15" East 14.16 feet; thence S00°06'41" West 68.20 feet; thence S00°10'18" East 29.87 feet; thence S00°02'15" West 158.23 feet; thence S00°39'56" West 27.71 feet; thence S00°01'23" East 62.48 feet; thence Southeasterly 35.76 feet along a 58.60 foot radius curve to the left, the chord bearing S17°09'55" East 35.20 feet; thence S00°01'25" East 55.08 feet; thence N88°49'15" West 23.95 feet along the South line of said Section 8 to the Point of Beginning.

31/15/17

20051122-0141915 11/22/2005
P. 1 of 31 F: \$104.00 12:55PM
Mary Hollinrake T20050031104
Kent County MI Register SEAL

**DECLARATION OF RECIPROCAL CONSTRUCTION,
OPERATION AND EASEMENT AGREEMENT**

THIS DECLARATION OF RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT (the "Declaration") is executed as of the 20th day of October, 2005, by **KRAFT STREET PARTNERS, LLC**, a Michigan limited liability company, of 6648 Blythefield, N.E., Rockford, Michigan 49341 ("Developer").

PREMISES

A. Developer is the fee simple owner of certain real property located in Kent County, Michigan, and more particularly described on attached **Exhibit A** (the "Developer Property") and depicted for informational purposes on attached **Exhibit B** (the "Site Plan"), to which Developer took title by deeds recorded in Liber 5224, at Page 1016, and as Instrument Number 20051019-0126926 in the Kent County, Michigan records. Developer may add to the Developer Property such additional real property located adjacent to any portion of the original Developer Property.

B. The Developer Property is sometimes referred to herein as the "Development." In the event the Developer Property is further platted, conveyed or otherwise subdivided into parcels for development, such component parcels are sometimes referred to herein individually as a "Parcel" and collectively as "Parcels."

C. Developer intends that certain aspects of the development and operation of the Developer Property be coordinated.

D. Developer desires to subject the Developer Property to the covenants, conditions and restrictions set forth herein, to establish the rights and easements described herein, and to provide for the construction, maintenance, operation and repair of certain improvements and services benefiting the Development, or portions thereof, and such other property as Developer may, in its sole discretion, determine.

NOW, THEREFORE, the Developer declares, establishes and encumbers the Developer Property as follows:

1. Development Improvements. The following improvements benefiting the Development are to be installed or constructed as provided herein:

REC'D NOV 18 2005

a. **28th Street Access Road.** The Development is benefited by that certain Easement Agreement recorded on August 29, 2005 as Instrument 20050829-0102602 in the Kent County Records, and any amendments thereto (the "Driveway Easement") providing for the construction, operation and maintenance of a 28th Street access road providing access between and among the Development, certain adjacent properties, and 28th Street (the "28th Street Access Road") over certain real property and on those terms identified in the Driveway Easement.

b. **Kraft Avenue Access Road.** An access drive together with such appurtenant traffic controls, curbs, gutters, storm drainage improvements, pavement markings and related facilities as Developer determines to be necessary or advisable (collectively, the "Kraft Avenue Access Road") shall be constructed within that portion of the Developer Property identified on attached **Exhibit C** or as otherwise established by Developer from time to time (the "Kraft Avenue Access Road Parcel") for the purpose of providing the Developer Property and such adjacent property as Developer may from time to time determine, with access to Kraft Avenue and to 28th Street (by means of the 28th Street Access Road, subject to the terms of the Driveway Easement), and providing access between the Parcels. Each Parcel owner shall, in conjunction with its development of its Parcel, and at its own cost and expense, construct that portion of the Kraft Avenue Access Road to be located within that portion of the Kraft Avenue Access Road Parcel located on its Parcel, such construction to be in accordance with plans and specifications provided by Developer or prepared by such Parcel owner and approved in writing by Developer. Such portions of the Kraft Avenue Access Road shall abut, align with and connect to existing adjacent portions of the Kraft Avenue Access Road and, where applicable, the 28th Street Access Road without gap, elevation change or excessive slope. The Developer may at any time and without the consent or approval of any Parcel owner relocate and realign portions of the Kraft Avenue Access Road and the Kraft Avenue Access Road Parcel located or to be located on property owned or otherwise held by the Developer, provided that the Kraft Avenue Access Road as so relocated shall provide the Development with reasonable access to Kraft Avenue and the 28th Street Access Road. Developer shall file of record an amendment to this Declaration evidencing such relocation, which amendment each Parcel owner shall execute and deliver to Developer within ten (10) days after Developer's written request, and in the event any Parcel owner fails to so execute and return such amendment, the Developer shall, by each parcel owner's acceptance of the deed or other conveyance of its Parcel, be authorized to execute such amendment on behalf of such Parcel owner under power of attorney granted for such limited purpose.

c. **East Access Road.** An access drive together with such appurtenant traffic controls, curbs, gutters, storm drainage improvements, pavement markings, lighting and related facilities as Developer determines to be necessary or advisable (collectively, the "East Access Road") may be constructed within that portion of the Developer Property identified on attached **Exhibit D** (the "East Access Road Parcel") for the purpose of providing that portion of the Developer Property described on attached **Exhibit E** (the "North Parcel") with access to Kraft Avenue and to the Kraft Avenue Access Road and the 28th Street (by means of the 28th Street Access Road, subject to the terms of the Driveway Easement), and providing access between the Parcels. If not previously constructed, the owner of the North Parcel shall, in conjunction with its development of the North Parcel, and at its own cost and expense, construct the East Access Road, such construction to be in accordance with plans and specifications provided by Developer or prepared by such Parcel owner and approved in writing by Developer. The East Access Road shall abut, align with and

connect to the East Access Road and the 28th Street Access Road without gap, elevation change or excessive slope.

d. Utility Lines. Developer shall extend electric, gas, sanitary sewer, water and telephone distribution lines to the Developer Property (the "Utility Mains") within those portions of the Developer Property approximately identified on attached **Exhibit F**. Each Parcel owner shall be responsible for the extensions of service lines to its improvements from the Utility Mains located on its Parcel, which extensions shall be constructed in accordance with plans approved by Developer, performed expeditiously and professionally, and in such a manner as not to disrupt or interfere with utility services or access to any other Parcel. Each Parcel owner shall obtain all necessary permits and approvals for such improvements and provide copies thereof to Developer prior to starting construction. Each Parcel owner shall be responsible for all costs, expenses, tap and use fees and other charges relating to or arising from its extension of, connection to and use of the Utility Mains.

e. Stormwater Facilities. Developer shall from time to time construct one or more above or below ground detention ponds or storage facilities, at least one stormwater main accessible to each Parcel, and such appurtenant improvements as Developer may determine (collectively, the "Stormwater Facilities") on those portions of the Development described on attached **Exhibit G** (the "Stormwater Facilities Easement Area"), in order to provide stormwater collection and disposal for the Development and such adjacent property as Developer may in its sole discretion determine. Developer may, at any time, elect to modify or reconstruct the Stormwater Facilities as it determines, including, but not limited to, constructing underground detention ponds and storage facilities; in connection with any such modification or reconstruction, the Developer may, without the consent of the Parcel Owners, record an amendment to this Declaration against the Development in order to modify and amend the easement granted in this Declaration as to the Stormwater Facilities. Each party shall construct on its Parcel at such time as it commences any development thereof such stormwater collection and appurtenant facilities as are necessary to collect and provide any required on-site detention (if required by municipal authorities) and disposal of all stormwater naturally occurring on such Parcel, without permitting significant runoff or discharge onto adjacent Parcels, and shall construct connections to the Stormwater Facilities at locations and of designs approved by Developer. Each Parcel owner shall obtain all necessary permits and approvals for such improvements and provide copies thereof to Developer prior to starting construction. The design, permitting and construction of the stormwater facilities on each Parcel shall be subject to Developer's review and approval. Developer may, in its discretion, permit property adjacent to the Development to connect to and discharge into the Stormwater Facilities, provided that such grant will not increase the shared maintenance costs to the Parcel owners; in the event such a connection is approved by Developer the Developer may record an amendment to this Declaration against the Development in order to grant connection and discharge easements and address any maintenance and cost sharing obligations.

f. Development Signs. Developer may elect to construct and operate on the Development, or otherwise obtain rights to utilize, development signs identifying the Development and/or businesses operated on Parcels within the Development and on adjacent property (the "Development Signs").

The Kraft Avenue Access Road, the 28th Street Access Road, the East Access Road, the Utility Mains, the Stormwater Facilities, and the Development Signs are sometimes collectively referred to herein as the "Shared Improvements."

2. Plans and Specifications. It is Developer's intent that improvements to the Parcels be configured and constructed in a manner consistent with the coordinated layout, development and operation of the Development and in compliance with applicable ordinances and planned unit development requirements. The plans and specifications of all improvements to each Parcel, including but not limited to final grades, site layouts, building locations and elevations, access drives, utilities, free-standing signage and parking areas, and any subsequent modifications or reconstructions thereof (collectively, the "Plans"), shall be subject to the prior review and approval by the Developer, and all improvements constructed on any Parcel shall be constructed in accordance with such Plans. The submitting Parcel owner shall, within fifteen (15) days after invoice, reimburse Developer for its reasonable engineering and other expenses incurred for the review of the Plans; Developer may withhold or revoke approval of such Plans if such sums are not paid when due. Developer's review or approval of the Plans shall not create in Developer any liability or obligation as to the design, sufficiency, compliance or other aspect of or relating to the Plans and improvements constructed in connection therewith.

3. Maintenance and Operation.

a. 28th Street Access Road. The maintenance and operation of the 28th Street Access Road is controlled by the terms and conditions contained in the Driveway Easement. All costs and expenses relating to the operation, maintenance, repair and replacement of the 28th Street Access Road which are to be paid or shared in by Developer or the Development (or any portion thereof) as provided in the Driveway Easement shall be obligations of the Development and shared among all Parcels on a prorata by acreage basis.

b. Kraft Avenue Access Road. Except to the extent such obligations have been assumed by governmental authorities or retained by the Developer, each Parcel owner shall maintain, repair, replace and operate the portions of the Kraft Avenue Access Road located on its Parcel. Such responsibilities shall include but not be limited to keeping the Kraft Avenue Access Road pavement in a uniform and smooth condition, reasonably free of potholes and cracks, curb and gutters in a good and functional condition sufficient for its intended purposes, pavement markings in good and consistent condition, adequately illuminated from one-half hour before dusk to one-half hour after dawn, reasonably free of trash, debris, snow and ice; snow and ice shall be cleared any time accumulations reach two (2) inches. Except as otherwise specifically provided in this Declaration, all costs and expenses incurred by each Parcel owner in connection therewith shall be such owner's responsibility; notwithstanding the foregoing, any costs incurred to repair or replace the Kraft Avenue Access Road due to damage or excessive wear resulting from construction activities or construction-related traffic relating to a Parcel shall be the sole responsibility of the owner of such Parcel.

c. East Access Road. Except to the extent such obligations have been assumed by governmental authorities, the Developer shall maintain, repair, replace and operate the East Access Road. Such responsibilities shall include but not be limited to keeping the East Access Road

pavement in a uniform and smooth condition sufficient for its intended purposes, reasonably free of potholes and cracks, curb and gutters in a good and functional condition, pavement markings in good and consistent condition, adequately illuminated from one-half hour before dusk to one-half hour after dawn, reasonably free of trash, debris, snow and ice; snow and ice shall be cleared any time accumulations reach two (2) inches. Except as otherwise specifically provided in this Declaration, all costs and expenses incurred by Developer in satisfying operation, maintenance, repair and replacement obligations as to the East Access Road shall be prorated among the Parcels comprising the Developer Property on a per acre; notwithstanding the foregoing, any costs incurred to repair or replace the East Access Road due to damage or excessive wear resulting from construction activities or construction-related traffic relating to a Parcel shall be the sole responsibility of the owner of such Parcel.

d. Utility Mains. Except to the extent such obligations have been assumed by governmental authorities or retained by the Developer, each Parcel owner shall maintain, repair, replace and operate the portions of the Utility Mains located on its Parcel. Except as otherwise specifically provided in this Declaration, all costs and expenses incurred by each Parcel owner in connection therewith shall be such owner's responsibility; notwithstanding the foregoing, any costs incurred to repair or replace the Utility Mains due to damage or excessive wear resulting from construction activities or construction-related traffic relating to a Parcel shall be the sole responsibility of the owner of such Parcel.

e. Stormwater Facilities. Except to the extent such obligations have been assumed by governmental authorities or retained by the Developer, each Parcel owner shall maintain, repair, replace and operate all Stormwater Facilities located on its Parcel. All costs and expenses incurred by Developer in satisfying operation, maintenance, repair and replacement obligations as to any of the Stormwater Facilities shall be prorated among the Parcels comprising the Developer Property on a per acre.

f. Development Signs. Developer shall maintain, repair, replace, operate, supply electricity to those Development Signs located within the Development, and keep the same in a good and safe condition adequate for their intended uses, and in compliance with all applicable laws, ordinances, regulations and requirements. All costs and expenses incurred by Developer in satisfying such operation, maintenance, repair and replacement obligations as to the Development Signs located on the Developer Property, and for any Development Signs as to which the Developer holds use rights for the benefit of the Development, shall be prorated among the Parcels on a per acre; in the event, however, that a Development Sign contains parcels for identifying individual businesses within the Development, then all such maintenance, repair, replacement and operation expenses shall be prorated based upon sign panel square footage among the Parcel owners authorized by Developer to utilize such panels, provided that any unused panels not yet allocated by the Developer to a Parcel owner or operator shall not be included in such proration. All costs and expenses of installing, removing, replacing and maintaining any portions of the Development Signs identifying a business on a Parcel shall be paid by the owner of such Parcel.

g. Developer's Right to Maintain the Shared Improvements; Formation of Owners Association. Developer may elect to retain responsibility for the maintenance, repair, replacement and operation of the Kraft Avenue Access Road, the Utility Mains, the Stormwater

Facilities and/or the Development Signs, or portions thereof. All costs and expenses incurred by Developer in connection with such maintenance, repair, replacement and operation, plus a five percent (5%) management and administration fee, and all costs and expenses incurred by Developer or assessed to the Development as to the 28th Street Access Road pursuant to the Driveway Easement, shall be prorated among the Parcels comprising the Development on a per acre. Properties adjacent to the Development which are granted use rights as to the Shared Improvements shall share in maintenance costs on a similar basis to the Parcels, provided, however, that such cost sharing shall not be required as to adjacent properties having pre-existing use rights. Notwithstanding the foregoing, any costs incurred by Developer to repair or replace the Shared Improvements which are reasonably determined by Developer to have been incurred as a result of damage or excessive wear resulting from construction activities or construction-related traffic relating to a Parcel shall be the sole responsibility of the owner of such Parcel. Developer shall invoice the Parcel owners no more frequently than monthly for their respective portions of the costs and expenses for the operation, maintenance, repair and replacement of the Shared Improvements, which invoices shall include a breakdown of costs and expenses, and shall be paid within thirty (30) days after receipt. Additionally, Developer may elect to (i) assign to and encumber a particular Parcel with, or (ii) form a Development Association comprised of Developer and/or all Parcel owners to assume, responsibility for maintenance, repair and operation of the Shared Improvements and other aspects of the operation of the Development.

h. Standard of Operation and Maintenance. The Shared Improvements and connections thereto located on each Parcel and all improvements to each Parcel shall be operated and maintained by the owner of such Parcel in a good and safe condition adequate for their intended uses, and in compliance with all applicable laws, ordinances, regulations and requirements, and in a manner consistent with the operation of a first-class shopping center in Cascade Township.

i. Right to Perform. If a Parcel owner (a "Defaulting Owner") shall materially fail to perform its maintenance obligations as provided in this Declaration, and does not cure such failure to perform within thirty (30) days after receipt of written notice thereof from Developer or another Parcel owner (except in the case of an emergency, in which case notice shall be given as soon thereafter as is reasonably possible, or in the case of the clearing of snow, ice or debris which is impeding traffic flow or creating unsafe conditions, in which case twenty-four (24) hour notice shall be required), or if such default is of a kind which cannot reasonably be cured within thirty (30) days, and such Defaulting Owner does not within such thirty (30) day period commence to cure such default and diligently thereafter prosecute such cure to completion, then in such event Developer or, if Developer has not elected to do so, another Parcel owner (the "Curing Party") shall have the right to enter upon those portions of such Parcel as is reasonably necessary to perform such maintenance or repair. The Curing Party shall perform such maintenance, repair or replacement promptly and in a good and workmanlike manner, in accordance with all terms and conditions of this Declaration, shall procure prior to commencing its maintenance or repair activities the insurance coverages set forth in this Declaration, and shall perform such maintenance or repair in such a manner as not to materially interfere with the operation of any Parcel or the Shared Improvements. The Curing Party may thereafter submit to the Defaulting Owner invoices, accompanied by appropriate supporting documentation, for the costs and expenses reasonably incurred by the Curing Party in curing such default, which invoices shall be paid within thirty (30) days after receipt.

4. Barriers and Traffic Control. Developer may construct, install and maintain, or require the respective Parcel owners to construct, install or maintain, on each Parcel and the Kraft Avenue Access Road Parcel, traffic controls (including but not limited to traffic islands, curbing, traffic signals, signage and pavement markings) of such types and at such locations as Developer may determine to be necessary or advisable in order to guide and control the orderly flow of traffic and attempt to prevent or remedy unsafe conditions within or relating to the Development, the 28th Street Access Road and the Kraft Avenue Access Road, provided that such controls shall not deny reasonable ingress and egress to and from the 28th Street Access Road and the Kraft Avenue Access Road from the Parcels. Traffic controls shall, where applicable, be placed in accordance with applicable municipal guidelines and with advance notice to the underlying Parcel owner.

5. Grant of Easements. Developer hereby establishes, declares, grants and reserves the following easements:

a. Kraft Avenue Access Road Access Easement. A permanent, nonexclusive access easement appurtenant to, and for the benefit of, the Developer, the Parcels comprising the Development, and their respective owners, agents, employees, tenants, invitees, licensees, and contractors, over and across paved areas now or hereafter located within the Kraft Avenue Access Road Parcel, as the same may be relocated as provided herein, in order to permit ingress and egress for vehicular (including service and delivery trucks) and pedestrian traffic between the Development, 28th Street and Kraft Avenue, and between the Parcels. Such easement shall become effective as to and at such time as the Kraft Avenue Access Road, or any portions thereof, has been completed and opened to the public. Such easement shall be solely for the purpose of ingress and egress, and is not to be construed to grant any easement rights for vehicular parking or any other purpose, nor construed to constitute a public dedication of any portion of Developer Property.

b. East Access Road Access Easement. A permanent, nonexclusive access easement appurtenant to, and for the benefit of, the Developer and the owner of the North Parcel, their respective agents, employees, tenants, invitees, licensees, and contractors, over and across the East Access Road Parcel, in order to permit the construction, maintenance, repair and replacement of the East Access Road, and ingress and egress for vehicular (including service and delivery trucks) and pedestrian traffic between the Development, 28th Street and Kraft Avenue, and the North Parcel. Such easement shall be solely for the purpose of ingress and egress, and is not to be construed to grant any easement rights for vehicular parking or any other purpose, nor construed to constitute a public dedication of any portion of Developer Property.

c. Stormwater Discharge Easement. A permanent, nonexclusive easement for the benefit of the Developer, the Parcels for the discharge of surface water runoff naturally occurring on each Parcel in the Development (reasonably free of debris and hazardous or regulated substances) into the Stormwater Facilities by means of connections to the Stormwater Facilities constructed by each Parcel owner at locations and of designs approved by the Developer.

d. Temporary Construction Easement. Each Parcel owner shall have a temporary construction easement over the adjacent two (2) feet of the adjacent unimproved, paved or landscaped portions of the adjacent Parcels (but not over any portion thereof improved with

buildings) to the extent reasonably necessary to permit the construction of improvements to the adjacent benefited Parcel.

e. Cross-Parking Easement. Each Parcel within the Development having a parking area reasonably available and accessible for shared use by an adjacent Parcel shall be benefited by nonexclusive and perpetual customer cross-parking easements for the parking of vehicles in the paved parking areas designated on each Parcel within the Development, as the same may be modified or removed from time to time by the owner of the Parcel upon which the parking areas are located, together with an easement of ingress and egress for pedestrian and vehicular traffic over and across the paved parking and access drive areas of each Parcel. Such cross-parking easement is for customer parking only, for use in connection with the businesses operated from time to time in the Development. In no event shall the owner or occupier of a Parcel use the parking easement on the Parcel of another owner for delivery or truck parking, employee parking, overnight parking, or for storage or other similar parking purposes. The foregoing parking easements may not be used by a Parcel or Parcel owner to meet minimum parking requirements applicable to such Parcel under local ordinances and codes.

f. Utility Easement. A permanent, nonexclusive easement for the Utility Mains and underground public utilities over and across those portions of the Development identified on attached **Exhibit F**, for the benefit of the Developer and the Parcels comprising the Development.

g. Development Sign Easement. A permanent, nonexclusive easement for the construction, maintenance, operation and repair of the Development Signs over and across those portions of the Development identified on attached **Exhibit H**, such easements to be for the benefit of the Developer and the Parcels comprising the Development, provided, however, that the construction, operation and use of the Development Signs shall be under the exclusive control of the Developer, in accordance with the terms of this Declaration.

h. Maintenance Easement. A permanent, nonexclusive easement for the benefit of the Developer, its agents, employees and contractors, over and across the Developer Property (excluding those portions thereof on which buildings are constructed in accordance with the terms of this Declaration) in order to permit the maintenance, repair, replacement and operation of the Shared Improvements.

i. Reasonable Use of Easements. The easements herein above granted shall be used and enjoyed by each Parcel owner and its agents, employees and invitees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Parcel owner, their agents, employees and invitees, at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Once commenced, any construction, maintenance, repair and replacement undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Parcel owner and its agents, employees and invitees.

6. Use of Development Signs. In the event Developer constructs a Development Sign having panels for individual business identification, Developer shall determine in its sole discretion

which, if any, of the Parcel owners and owners of adjacent property may from time to time utilize such portions of the Development Signs to identify businesses operating on the Parcels, subject to applicable local permitting and zoning requirements. Developer may record against the Development from time to time, without the consent of any Parcel owners, designations of sign rights and terminations of sign rights as to the Development Signs. Any Parcel owner authorized by Developer to utilize sign panels in a Development Sign (a "Sign Licensee") shall be responsible for fabricating and providing its sign panels at its sole cost and expense and in accordance with specifications established by Developer; each Sign Licensee's plans shall be subject to Developer's prior review and approval. The Sign Licensee shall make arrangements with Developer to have its sign panels delivered to the Developer at such time as Developer (or if consented to by Developer, the Sign Licensee) is able to arrange for the installation of the sign panels; all installation costs shall be paid by the Sign Licensee. In the event the sign panels do not comply with the specifications established by Developer or otherwise cannot be installed on the Development Sign, the Sign Licensee shall be responsible for removing such sign panels from the Development and causing them to be modified so as to permit their installation on the Development Sign.

Developer shall maintain and operate the Development Sign in a manner consistent with good business practices, and in accordance with applicable local laws and ordinances. Each Sign Licensee shall be responsible for all costs and expenses relating to the maintenance, repair and replacement of its sign panels, which sums each Sign Licensee shall pay promptly upon receipt of invoice from Developer. Each Sign Licensee shall promptly provide replacement sign panels as necessary. If a Sign Licensee fails to comply with any of its obligations to be performed hereunder, and such failure remains uncured twenty (20) days after written notice from Developer of such default, then Developer may elect to terminate such Sign Licensee's license to utilize the Development Sign by written notice to such Sign Licensee and/or exercise any and all other remedies available at law or in equity, as Developer may elect. To the fullest extent permitted by law, each Sign Licensee shall defend, indemnify and hold harmless Developer, its members, managers, employees, agents and contractors, against all demands, claims and liability, whatsoever and without limitation, including reasonable actual attorney fees and court costs, whether for injury to persons, including death, or damage to property resulting from or related in any way to the Sign Licensee's sign panels, its use of the Development Signs, and the acts or omissions of its employees, contractors and agents in, on or about the Development, to the extent such demands, claims and liability are not covered by casualty or liability insurance coverages, if any, maintained by Developer or the Parcel owner.

In the event Developer constructs a Development Sign having panels for individual business identification on a portion of the Development (or an easement benefiting the Development) along 28th Street, then one sign panel on each facing of such Development Sign shall be licensed to that Parcel identified on attached **Exhibit I** for the purpose of identifying the business operated on such Parcel.

7. Reservations of Rights.

a. Developer reserves the right to use the Kraft Avenue Access Road Parcel and the East Access Road Parcel for any purposes which are not inconsistent with the use of the easements granted in this Declaration, with such reserved rights of Developer, to include, but not

limited to, for landscaping, signage, underground utility lines, driveways, curbing, curb cuts and related improvements.

b. Developer reserves the right to close off the Kraft Avenue Access Road and the East Access Road, in whole or part, for such period or periods of time as may be necessary in connection with (i) any necessary repairs to any road improvements located therein, and/or (ii) the construction, installation, maintenance, repair or operation of improvements to the Developer Property. In the event Developer determines it to be necessary to temporarily completely close the Kraft Avenue Access Road or the East Access Road, Developer shall attempt in good faith to coordinate any such closure and the rerouting of traffic with the Parcel owners and to complete any such activities in a prompt manner; Developer shall, in any event, provide reasonably direct alternate access during such closure, so as to minimize any interference with the operation of the Developer Property. None of the easements granted by Developer in this Declaration shall be construed to grant or permit access to the Developer Property by canvassers or picketers, and Developer reserves the right to prohibit such activities on the Developer Property.

c. Developer shall have the right to subdivide the Developer Property; no subdivisions of any Parcel by any Parcel owner shall be permitted without the Developer's approval, which may be withheld in its sole discretion, provided, however, that such restriction shall not prohibit a Parcel owner from subjecting a building on its Parcel to condominium ownership, provided that doing so does not adversely impact the use of any other Parcel or the Shared Improvements. Each subdivided portion of the Developer Property shall be bound by this Declaration.

d. Developer shall have the right to grant other nonexclusive easements, rights and encumbrances as to the Shared Improvements.

e. **Construction Cure Rights.** If a Parcel owner fails to timely meet its obligations to construct portions of the Shared Improvements or other improvements as set forth in this Declaration, and does not cure such failure to perform within fifteen (15) days after receipt of written notice thereof from Developer, or if such default is of a kind which cannot reasonably be cured within fifteen (15) days the Parcel owner does not within such fifteen (15) day period commence to cure such default and diligently thereafter prosecute such cure to completion (but in no case more than 60 days unless agreed by the Parcel owner and Developer), then in either such event Developer shall have the right to enter upon such owner's Parcel and to complete such construction. Developer may invoice the Parcel owner either monthly or upon completion of the improvements, at Developer's election, for the design, permitting, construction and related costs and expenses for the construction of the improvements, which invoices shall be paid by such Parcel owner within fifteen (15) days of receipt.

8. Building and Use Restrictions. The following building and use restrictions shall be applicable to and encumber the Development, and each Parcel owner covenants and agrees that it shall not permit its Parcel, or any portion thereof, to be used for any use or operation that is obnoxious to, or out of harmony with, the development or operation of first-class retail and office facilities, including but not limited to, any of the following:

a. Any public or private nuisance, obnoxious odor or any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness;

b. Massage parlor or establishment featuring a male or female revue, adult book store, peep show, a facility for the sale or display of pornographic material, a facility for the sale or display of paraphernalia for use with illicit drugs, or any other uses similar or related to the foregoing. This restriction shall not act to prohibit therapeutic massage permitted in salons under applicable Planned Unit Development and other local ordinances.

9. Construction on a Parcel. All work of any nature undertaken with respect to a Parcel or the Development Improvements shall: (a) comply with all applicable laws and ordinances (including but not limited to any applicable planned unit development); (b) be performed in a good and workmanlike manner; (c) be performed so as not to cause any increase in the cost of construction or insurance upon the Parcel of another owner; (d) be performed in accordance with the Plans approved by Developer; and (e) be performed so as not to unreasonably interfere with and to minimize, to the extent reasonably possible, disruptions of the utilities, business activities on, and access to, the Parcel of any other owner or any part thereof or the access roads to and from the Development. Any damage occurring to the Parcel of another owner, or to any improvements constructed thereon, as a result of such construction work, shall be promptly repaired by the owner undertaking such construction at its sole cost and expense, to the same condition as existed immediately prior to such work being commenced.

10. Insurance.

a. Each owner of any Parcel shall at all times purchase and maintain Commercial General Liability Insurance, including personal injury, death, property damage and contractual liability coverages, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; such policy shall be an "occurrence" policy, not a "claims-made" policy. Such insurance, including any deductible or self-insured retention, shall by its terms be primary with respect to any insurance carried by such owner. The Developer shall be named as an additional insured at no cost to Developer. A Certificate of Insurance evidencing the foregoing insurance, acceptable to Developer, including any required additional insured endorsement, shall be promptly sent to Developer. The foregoing insurance policy shall contain a provision that the coverages afforded thereunder shall not be modified, cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to Developer. All required insurance shall be underwritten by an insurance carrier acceptable to Developer and with an A.M. Best rating of not less than "A-". Upon the request of Developer, each owner shall deliver to Developer copies of certificates evidencing the insurance coverage required by this Declaration. Compliance with the requirements in this Declaration as to carrying insurance and furnishing proof thereof shall not relieve an owner of its indemnity obligations under this Declaration. Indemnity obligations in this Declaration shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured. Failure to comply with all insurance requirements shall be deemed a material breach of this Declaration.

b. Each owner of any portion of the Development, and any owner exercising construction easement or cure rights under this Declaration, shall in connection with any

construction, maintenance or repair activities, maintain and keep in force, and shall cause its contractors to keep in force, with a nationally recognized insurance company licensed or authorized to do business in Michigan with an A.M. Best rating of an A- or better:

(i) Workers' Compensation, disability benefit or similar employee benefit act coverage with statutory limits and employer's liability with limits not less than Five Hundred Thousand Dollars (\$500,000).

(ii) Commercial General Liability Insurance, which includes Coverage A. Bodily Injury and Property Damage Liability and Coverage B. Personal and Advertising Injury Liability, and contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. Such policy shall be an "occurrence" policy, not a "claims-made" policy.

(iii) Commercial Comprehensive Automobile Liability coverage, which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles.

All insurance policies shall afford primary coverage. Each owner shall deliver a certificate of such policy to the other owners of the Development at any time or times upon request. Each owner shall name the Developer as an additional insured under all such policies. The foregoing insurance policy shall contain a provision that the coverages afforded thereunder shall not be modified, cancelled or allowed to expire until at least ten (10) days' prior written notice has been given to Developer.

11. Indemnification. Except as otherwise specifically provided herein, each Parcel owner shall indemnify, defend, and save the Developer and the other Parcel owners harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims, and judgments, including reasonable legal fees, arising from injury or death to person or damage to property that occurs on the indemnifying owner's Parcel to the extent caused by the acts or omissions of the indemnifying owner or its agents, employees, contractors or representatives.

12. Delinquent Payments. Any amount owed by a Parcel owner, their successors or assigns (the "Delinquent Party") to another party or to the Developer (collectively, the "Other Party") pursuant to this Declaration which is not paid when due, and remains unpaid thirty (30) days after written notice thereof from the Other Party to the Delinquent Party (the "Delinquent Payment") (i) shall bear interest at an annual rate equal to the lesser of either four percent (4%) plus the prime rate as published from time to time in the *Wall Street Journal* or the highest rate permitted by state law, calculated on the basis of actual days elapsed in a year containing 360 days, from the expiration of such thirty (30) day cure period until the Delinquent Payment and any accrued interest has been paid in full, and (ii) shall, together with any accrued interest, constitute a lien against that portion of the Development owned by the Delinquent Party (the "Delinquent Payment Lien"). The Other Party may secure and collect any Delinquent Payment, and any accrued interest thereon, by any action or remedy available at law or in equity, and, in addition, may impose and foreclose a Delinquent Payment Lien in the manner by which a mortgage lien is imposed and foreclosed under Michigan law, such lien to be subordinate to any institutional first mortgage lien. The Delinquent Party shall be liable to the Other Party for all reasonable and actual costs and expenses incurred by the Other

Party in connection with (i) securing and collecting the Delinquent Payment and any accrued interest thereon, (ii) imposing and foreclosing the Delinquent Payment Lien, or (iii) exercising or obtaining any other remedy hereunder with respect to the delinquency (including without limitation, reasonable attorney fees and court costs).

13. Existing Encumbrances. The easements granted in this Declaration are made subject to all covenants, conditions, restrictions, encumbrances and easements of record with respect to the Developer Property as of the date of this Declaration.

14. Covenants Running With Land.

a. Except as otherwise specifically provided herein, the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration shall be rights, interests, covenants, agreements, obligations and liabilities running with the land and shall inure to the benefit of, and be binding upon, the Parcel owners and their respective heirs, successors and assigns, and all persons or entities claiming under them. No Parcel owner shall, unless otherwise provided in this Declaration, have any obligation or liability under this Declaration for any claim or matter accruing or resulting from conditions created subsequent to transfer by such owner of fee title to such portion of the Development.

b. Except as otherwise provided for herein, every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction created or imposed by this Declaration shall constitute equitable servitudes on each Parcel and Parcel owner which are appurtenant to and for the benefit of the other Parcels. Any transferee of a Parcel shall, by acceptance of title to the Parcel, assume all obligations of this Declaration relating thereto and have agreed with the then owner or owners of all the other Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Declaration, but no such transferee shall have or incur any liability for the acts or omissions of its predecessor-in-interest (unless and to the extent successor liability is otherwise provided by law). The transferor shall upon the completion of such transfer be relieved of all further liability under this Declaration except liability with respect to matters that may have arisen during its period of ownership of the portion of the Parcel so conveyed that remain unsatisfied.

15. Amendment. Except where such right is specifically reserved by the Developer, the provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of all of the Parcel owners, their successors and assigns, as the fee owners of the Development, by declaration in writing, executed and acknowledged by all said parties, duly recorded in the county in which the Development is located, provided, however, that a Parcel owner's execution of and consent to a particular amendment to be made by Developer shall not be necessary where such owner's Parcel is not directly effected by or materially adversely impacted by such amendment. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any occupant, permittee, licensee or tenant of the Development, other than a fee owner.

16. No Third Party Beneficiary. Except as otherwise specified herein, the provisions of this Declaration are for the exclusive benefit of the fee owners of the Development, their tenants,

licensees and permittees, and their respective successors and assigns, and not for the benefit of any third person or entity, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any third person or entity.

17. Notice. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and sent by certified mail or by national overnight courier service which provides written confirmation of delivery, and shall be deemed to have been given three (3) days after the date upon which the notice is deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed in the case of certified mail, and two (2) days after the date upon which the notice is deposited with a national overnight courier service with all fees and charges prepaid, and mailed to the party to be notified at the addresses set forth below, or at the last changed address given by such party as herein provided:

if to Developer at: Mark Harmsen
6648 Blythefield, N.E.
Rockford, Michigan 49341

if to a Parcel owner: To the Parcel or such other address as each Parcel
owner may designate in writing to the Developer.

Any party may, at any time, change its notice address and/or add additional Parcel owners for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the effective date of such change, a notice stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice.

18. Captions. The captions of the sections and subsections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

19. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

20. No Partnership. Neither anything in this Declaration contained nor any acts of the Developer or the Parcel owners shall be deemed or construed by the Developer or the Parcel owners, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Declaration.

21. Not a Public Dedication. Except as otherwise specified herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Developer Property to the general public or for the general public or for any public purpose whatsoever.

22. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it

is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.


23. Waiver of Default. No waiver of any default by any party to this Declaration shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party to this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

24. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

25. Exemption from Transfer Tax. This instrument is exempt from state and county transfer tax as the consideration is less than \$100.00. MCLA 207.505(a); MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date above first written.

KRAFT STREET PARTNERS, LLC, a
Michigan limited liability company

By 
Mark D. Harfisen
Manager

20051122-0141915 11/22/2005
P:16 of 31 F:\$104.00 12:55PM
Mary Hollinrake T20050031104
Kent County MI Register SEAL

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 20th day of October 2005, by Mark D. Harmsen, Manager of Kraft Street Partners, LLC, a Michigan limited liability company on behalf of the company.

Julie Lynn Terveen
JULIE LYNN TERVEEN
Notary Public, Kent County, MI
My Commission Expires: 12-9-2007
Acting in Kent County, MI

Drafted By and After Recording Return to:
Stephen M. Price
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W.
P.O. Box 360
Grand Rapids, MI 49501-0360
#111110

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

PARCEL A

Lots 6 and 7 of Cascade Beltline Plat, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats on Page 35, and part of the West 1/2 of the SW 1/4 of said Section 8, all being described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 264.01 feet along the South line of said Section to the East line of the West 264.00 feet of said SW 1/4; thence N00°50'11"W 435.00 feet along said East line to the SE corner of Lot 4 of said Cascade Beltline Plat and the POINT OF BEGINNING of this description; thence N00°50'11"W 180.00 feet along the East line of said plat to the SE corner of Lot 6 of said plat; thence S89°09'49"W 223.95 feet along the South line of said Lot 6 to the SW corner of said Lot 6; thence N00°50'11"E 180.00 feet along the West line of said Lots 6 and 7 to the NW corner of said Lot 7; thence N89°09'49"E 223.95 feet along the North line of said Lot 7 to the NE corner of said Lot 7; thence S89°38'08"E 540.52 feet along the North line of the South 795.00 feet of the W 1/2 of the SW 1/4 of said Section 8; thence S00°46'41"E 360.00 feet to the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2; thence N89°38'08"W 540.15 feet along said South line to the Point of Beginning. Contains 5.39 acres.

PARCEL B

Part of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 979.93 feet along the South line of said SW 1/4 to the POINT OF BEGINNING of this description; thence N00°50'11"W 435.00 feet to the South line of the North 360.00 feet of the South 795.00 feet of said W 1/2; thence N89°38'08"W 175.78 feet along said South line; thence N00°46'41"W 360.00 feet to the North line of the South 795.00 feet of said W 1/2; thence S89°38'08"E 242.05 feet along said North line to the West line of the East 267.13 feet of said W 1/2; thence S00°46'41"E 360.00 feet along said West line to the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2; thence N89°38'08"W along said South line 33.26 feet; thence S00°50'11"E 435.00 feet to the South line of said SW 1/4; thence N89°38'08"W 33.01 feet along said South line 33.01 feet to the Point of Beginning. Contains 2.33 acres.

PARCEL C

The East 165 feet of the North 885 feet of the South 1320 feet of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan. EXCEPT from Parcels 3 and 4, the following described land: The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

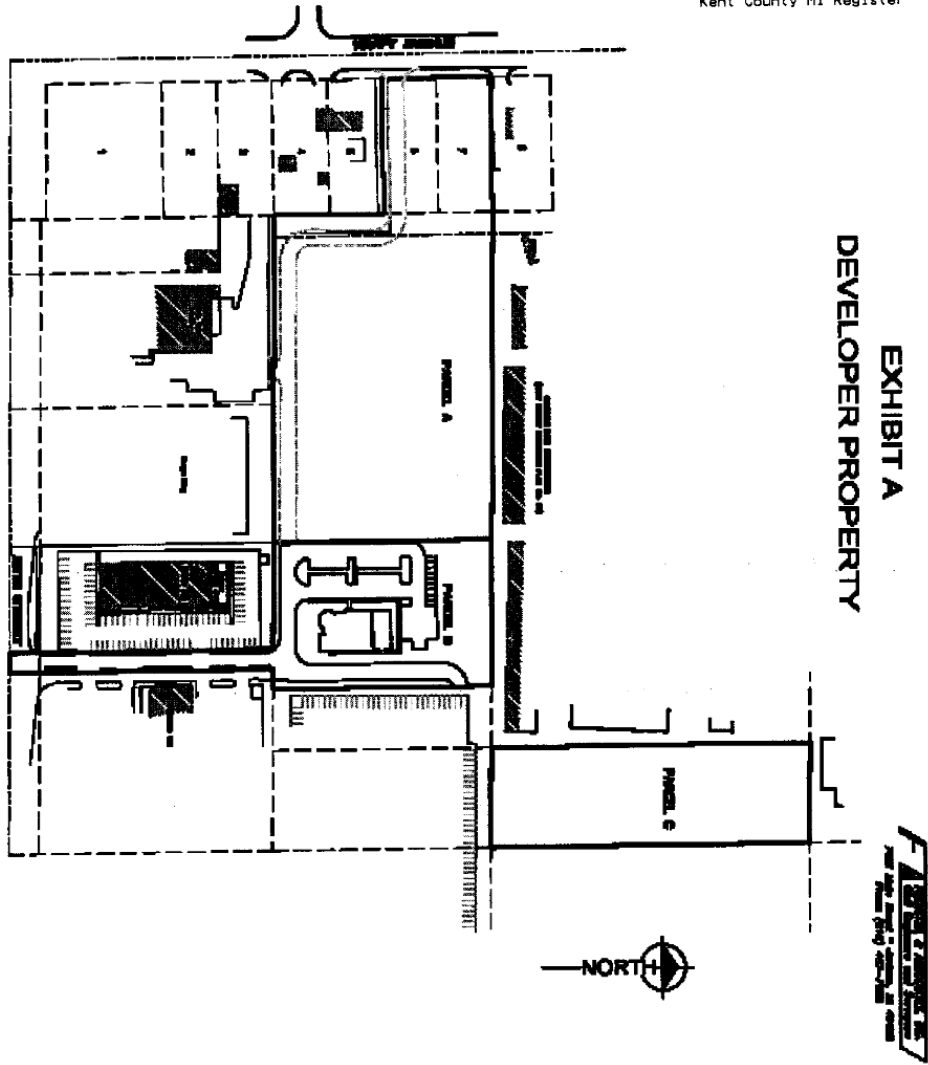
This parcel may also be described as:

Commencing at the SW corner of said Section 8; thence S89°38'08"E 1312.93 feet along the South line of said Section to the East line of said West 1/2; thence N00°46'41"W 795.00 feet along said East line to the North line of the South 795.00 feet of said West 1/2 and the POINT OF BEGINNING; thence N89°38'08"W 165.00 feet along said North line to the West line of the East

165.00 feet of said West 1/2; thence N00°46'41"W 525.02 feet along said West line to the North line of the South 1320.00 feet of said West 1/2; thence S89°38'08"E 165.00 feet along said North line to the East line of said West 1/2; thence S00°46'41"E 525.02 feet along said East line to the Point of Beginning. Contains 1.99 acres.

And also:

That part of the West half of the Southwest quarter of Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan described as: Commencing at the Southwest corner of said Section 8; thence South 89 degrees 38 minutes 08 seconds East 979.93 feet along the South line of the Southwest quarter of said Section 8 to the Point of Beginning; thence continuing South 89 degrees 38 minutes 08 seconds East 33.01 feet along the South line; thence North 00 degrees 50 minutes 11 seconds West 435.00 feet; thence North 89 degrees 38 minutes 08 seconds West 33.01 feet along the South line of the North 360 feet, of the South 795 feet, of the West half, of the Southwest quarter of said Section 8; thence South 00 degrees 50 minutes 11 seconds East 435.00 feet to the Point of Beginning.



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EXHIBIT C

LEGAL DESCRIPTION OF KRAFT AVENUE ACCESS ROAD

Part of Lot 6, Cascade Beltline Plat as recorded in Liber 51 of Plats, Page 35, and part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1045.77 feet along the South line of said SW 1/4; thence N00°46'41"W 435.00 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the Point of Beginning; thence N00°46'41"W 46.51 feet along said West line; thence N89°38'08"W 712.23 feet; thence N45°14'10"W 14.29 feet; thence N00°50'11"W 111.24 feet; thence northwesterly 94.25 feet along a 60.00 foot radius curve to the left, the chord of which bears N45°50'11"W 84.85 feet; thence S89°09'49"W 223.95 feet; thence S00°50'11"E 46.50 feet along the west line of said Lot 6; thence N89°09'49"E 223.95 feet along the South line of said Lot 6; thence S00°50'11"E 180.00 feet along the East line of said Cascade Beltline Plat; thence S89°38'08"E 782.20 feet along the South line of the North 360 feet of the South 795 feet of the West 1/2 of said SW 1/4 to the Point of Beginning.

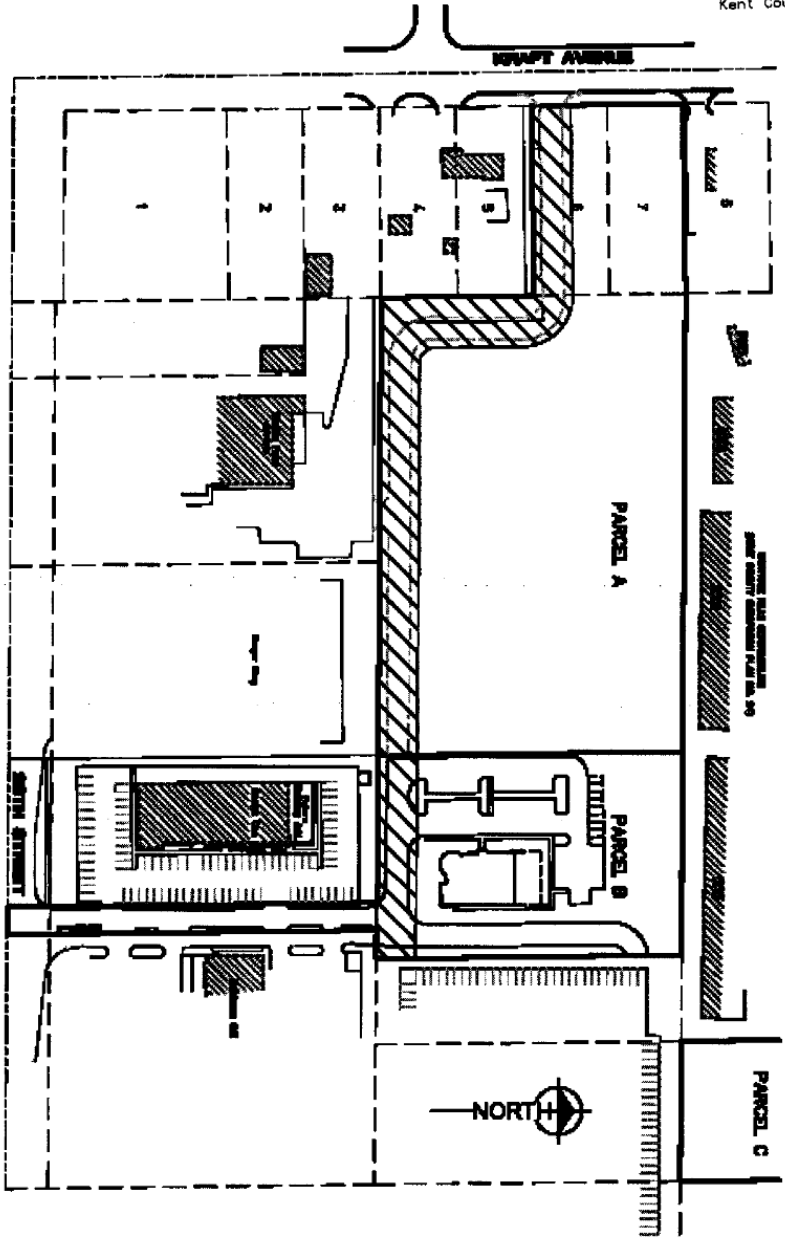


EXHIBIT C
KRAFT AVENUE ACCESS ROAD PARCEL



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EXHIBIT D

LEGAL DESCRIPTION OF EAST ACCESS ROAD PARCEL

Part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1045.77 feet along the South line of said SW 1/4; thence N00°46'41"W 481.51 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the Point of Beginning; thence N00°46'41"W 283.35 feet along said West line; thence N89°41'44"W 10.00 feet; thence S57°30'41"W 47.02 feet; thence S00°46'41"E 257.83 feet; thence S89°38'08"E 50.01 feet to the Point of Beginning.

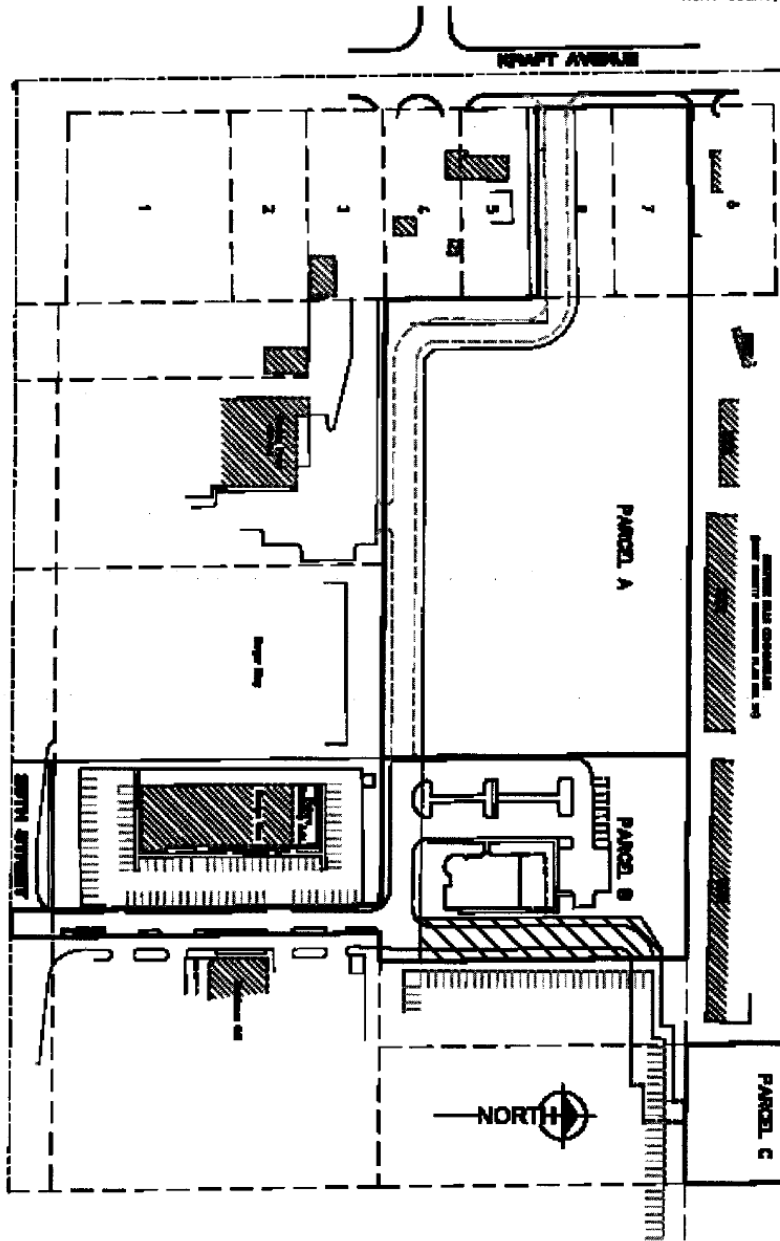


EXHIBIT D
EAST ACCESS ROAD PARCEL



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EXHIBIT E

LEGAL DESCRIPTION OF NORTH PARCEL

PARCEL C

The East 165 feet of the North 885 feet of the South 1320 feet of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan. EXCEPT from Parcels 3 and 4, the following described land: The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

This parcel may also be described as:

Commencing at the SW corner of said Section 8; thence S89°38'08"E 1312.93 feet along the South line of said Section to the East line of said West 1/2; thence N00°46'41"W 795.00 feet along said East line to the North line of the South 795.00 feet of said West 1/2 and the POINT OF BEGINNING; thence N89°38'08"W 165.00 feet along said North line to the West line of the East 165.00 feet of said West 1/2; thence N00°46'41"W 525.02 feet along said West line to the North line of the South 1320.00 feet of said West 1/2; thence S89°38'08"E 165.00 feet along said North line to the East line of said West 1/2; thence S00°46'41"E 525.02 feet along said East line to the Point of Beginning. Contains 1.99 acres.

EXHIBIT F

LEGAL DESCRIPTION OF UTILITY EASEMENT

Part of Lot 6 and 7 of Cascade Beltline Plat, as recorded in Liber 51 of Plats on Page 35, and part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1045.77 feet along the South line of said SW 1/4; thence N00°46'41"W 435.00 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the Point of Beginning; thence N00°46'41"W 360.00 feet along the West line; thence N89°38'08"W 782.57 feet along the North line of the South 795.00 feet of the West 1/2 of said SW 1/4 to the NE corner of said Lot 7; thence S89°09'49"W 223.95 feet to the NW corner of said Lot 7; thence S00°50'11"E 40.00 feet along the West line of said Lot 7; thence N89°09'49"E 223.95 feet to the East line of said Lot 7; thence S89°38'08"E 540.48 feet to Reference Point A; thence S00°46'41"E 273.48 feet; thence N89°38'08"W 470.19 feet; thence N45°14'10"W 14.29 feet; thence N00°50'11"W 111.24 feet; thence Northwesterly 94.25 feet along a 60 foot radius curve to the left, the chord of which bears N45°50'11"W 84.85 feet; thence S89°09'49"W 223.95 feet to the West line of said Lot 6; thence S00°50'11"E 46.50 feet to the Southwest corner of said Lot 6; thence N89°09'49"E 223.95 feet to the Southeast corner of said Lot 6; thence S00°50'11"E 180.00 feet to the Southeast corner of Lot 4 of said Cascade Beltline Plat; thence S89°38'08"E 782.20 feet along the South line of the North 360 feet of the South 795 feet of the West 1/2 of said SW 1/4 to the Point of Beginning; EXCEPT Commencing at said Reference Point A; thence S89°38'08"E 20.00 feet to the Point of Beginning; thence S89°38'08"E 25.88 feet; thence S83°32'14"E 147.30 feet; thence S00°46'41"E 257.83 feet; thence N89°38'08"W 145.94 feet; thence N00°46'41"W 12.11 feet; thence S89°13'19"W 26.09 feet; thence N00°46'41"W 261.89 feet to the Point of Beginning.



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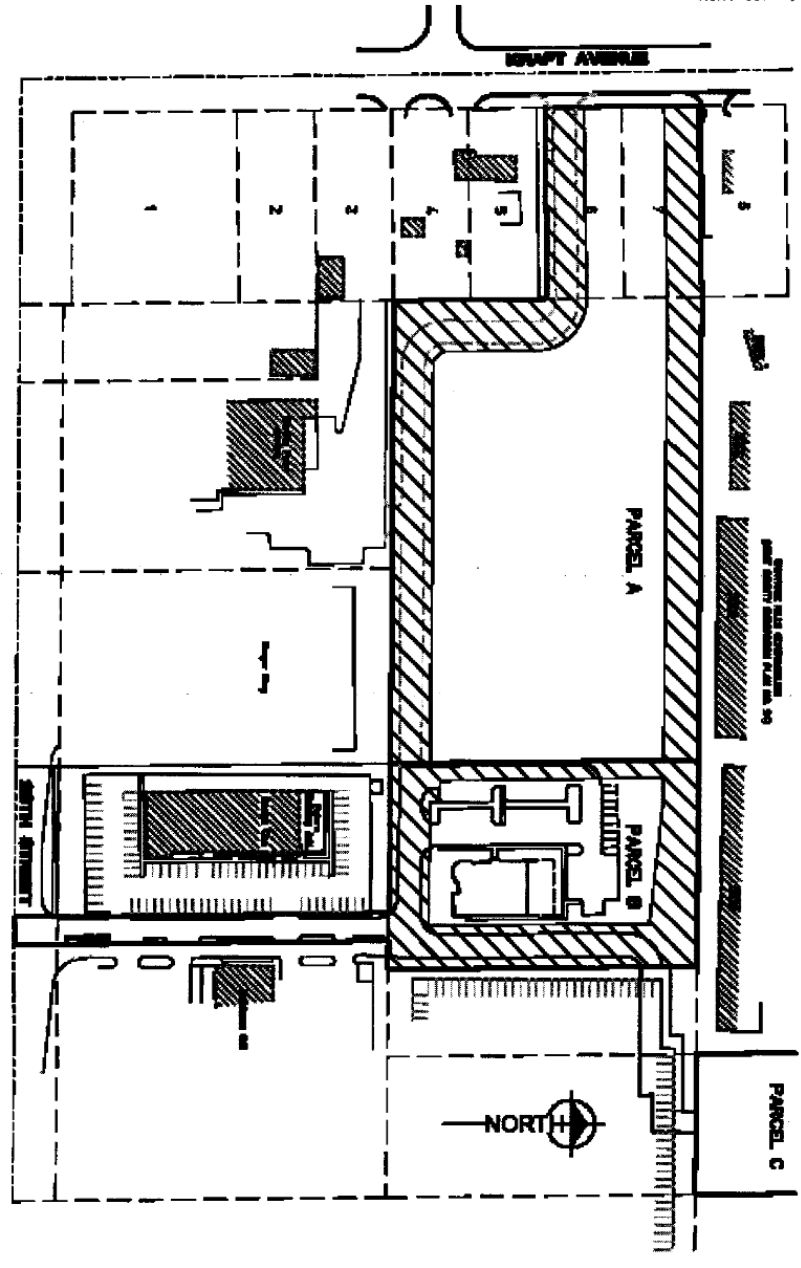


EXHIBIT F
UTILITY EASEMENT

F
 Mary Hollinrake
 Kent County MI Register

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EXHIBIT G

LEGAL DESCRIPTION OF SITE STORMWATER FACILITIES EASEMENT AREA

Part of Lot 6 of Cascade Beltline Plat, as recorded in Liber 51 of Plats on Page 35, and part of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan being described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 264.01 feet along the South line of said Section to the East line of the West 264.00 feet of said SW 1/4; thence N00°50'11"W 435.00 feet along said East line to the SE corner of Lot 4 of said Cascade Beltline Plat and the POINT OF BEGINNING of this description; thence N00°50'11"W 180.00 feet to the SE corner said Lot 6; thence S89°09'49"W 223.95 feet to the SW corner of said Lot 6; thence N00°50'11"E 46.50 feet along the West line of said Lot 6; thence N89°09'49"E 253.95 feet; thence N00°50'11"W 92.86 feet; thence S89°38'08"E 185.04 feet; thence S00°50'11"E 273.48 feet; thence S89°38'08"E 567.20 feet; thence S00°46'41"E 46.51 feet along the West line of the East 267.13 feet of said W 1/2; thence N89°38'08"W 782.20 feet along the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2 to the Point of Beginning.

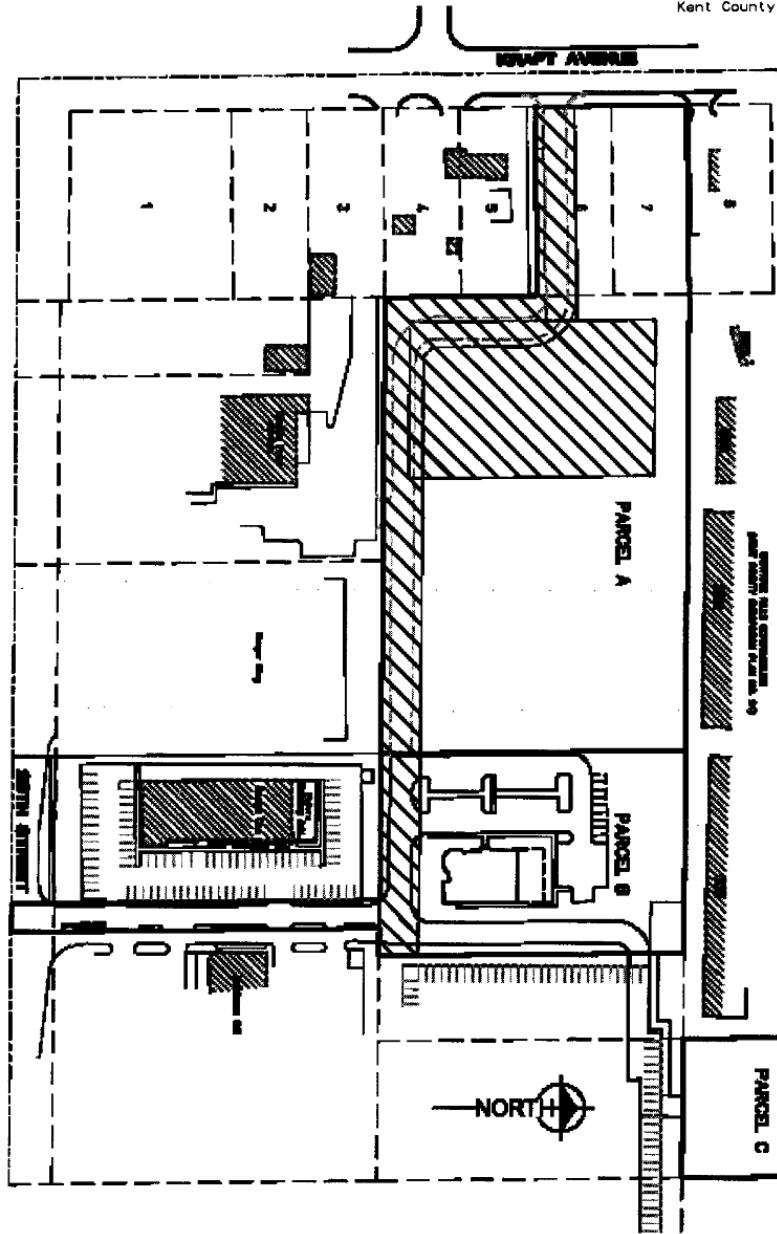


EXHIBIT G
STORMWATER FACILITIES EASEMENT AREA



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Mary Hollinrake T20050031104
Kent County MI Register SEAL

EXHIBIT H

LEGAL DESCRIPTION OF SIGN EASEMENTS

Part of Lot 6 of Cascade Beltline Plat, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan as recorded in Liber 51 of Plats on Page 35, being described as: BEGINNING at the SW corner of said Lot 6; thence N00°50'11"W 10.00 feet along the West line of said Lot 6; thence N89°09'49"E 50.00 feet; thence S00°50'11"E 10.00 feet; thence S89°09'49"W 50.00 along the South line of said Lot 6 to the Point of Beginning.

ALSO, Part of the West 1/2 of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1012.94 feet along the south line of said SW 1/4; thence N00°50'11"W 60.01 feet to the Point of Beginning; thence N00°50'11"W 50.00 feet; thence N89°38'08"W 10.00 feet; thence S00°50'11"E 50.00 feet; thence S89°38'08"E 10.00 feet to the Point of Beginning.

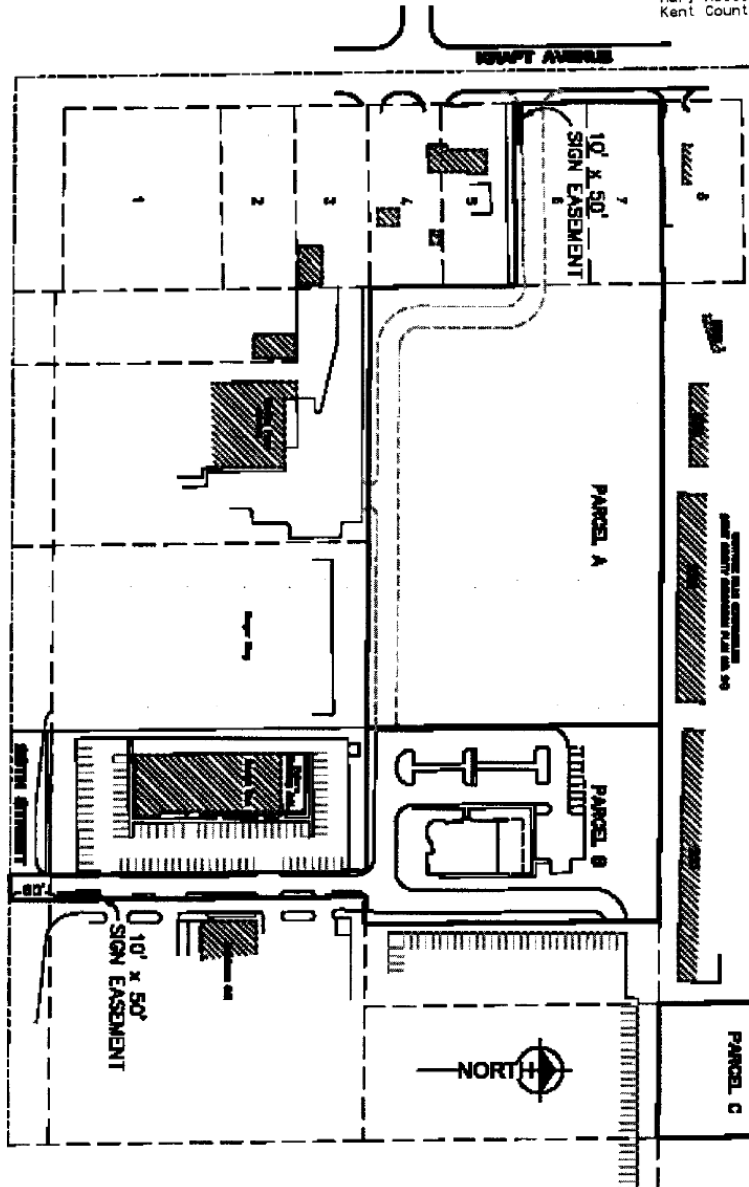


EXHIBIT H
DEVELOPMENT SIGN EASEMENT



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20/2/4

**FIRST AMENDMENT TO DECLARATION OF RECIPROCAL CONSTRUCTION,
OPERATION AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT (the "Declaration") is executed as of the 14th day of February, 2007, by **KRAFT STREET PARTNERS, LLC**, a Michigan limited liability company, of 6648 Blythefield, N.E., Rockford, Michigan 49341 ("Developer") and **B & B & B, LLC**, a Michigan limited liability company, 99 Monroe Avenue, N.W., Suite 1200, Grand Rapids, Michigan 49501 ("Parcel Owner").

PREMISES

A. Developer has previously filed of record against certain real property located in Kent County, Michigan, and more particularly described on attached **Schedule 1** (the "Developer Property") a Declaration of Reciprocal Construction, Operation and Easement Agreement dated October 20, 2005, recorded as Instrument 20051122-0141915 in the Kent County, Michigan records (the "Declaration"). Developer has the right under the Declaration to modify, relocate, reconstruct and otherwise alter certain of the Shared Improvements, as defined in the Declaration, and the easements and rights related thereto.

B. All capitalized terms not defined herein shall have the meanings set forth in the Declaration.

C. Developer and Parcel Owner comprise all of the owners of the Parcels comprising the Developer Property.

D. Developer has or intends to modify, relocate, reconstruct and/or otherwise alter certain of the Shared Improvements and the related easements and rights. Developer and the Parcel Owner desire to modify and amend the Declaration, and the easements, rights, restrictions and agreements contained therein, in order to reflect and accommodate such changes to the Shared Improvements.

NOW, THEREFORE, the Developer and Parcel Owner hereby agree as follows:

- 1. **Modification and Amendment of Exhibits and Corresponding Easements and Agreements.** Exhibits **A, B, C, D, F, G and H** of the Declaration are hereby deleted in their

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entirety, and inserted in their place are the replacement **Exhibits A, B, C, D, F, G and H** attached to this Amendment as **Exhibits A, B, C, D, F, G and H**. In addition, **Exhibit I** attached hereto is hereby added to the Declaration as **Exhibit I**.

2. Affirmation. Except as modified and amended by this Amendment, the Declaration remains in full force and effect in accordance with its terms and conditions.

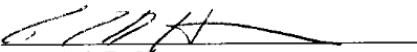
3. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Amendment.

4. Counterparts. This Amendment may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.


5. Exemption from Transfer Tax. This instrument is exempt from state and county transfer tax as the consideration is less than \$100.00. MCLA 207.505(a); MCLA 207.526(a).

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date above first written.

KRAFT STREET PARTNERS, LLC, a
Michigan limited liability company

By 
Mark D. Harmsen
Manager

B & B & B, LLC, a Michigan limited
liability company

By 
BAHAR NEGARAN
Its: MANAGER

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

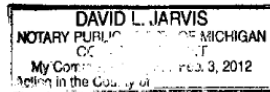
The foregoing instrument was acknowledged before me this 14th day of February, 2007, by Mark D. Harmsen, Manager of Kraft Street Partners, LLC, a Michigan limited liability company on behalf of the company.

Julie Dupon Ter Uelen
Notary Public, Kent County, MI
My Commission Expires: 12-9-2007
Acting in Kent County, MI

STATE OF MICHIGAN)
) ss
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 9th day of February, 2007, by BAHAR NEGARAN, Manager of B & B & B, LLC, LLC, a Michigan limited liability company on behalf of the company.

David Jarvis
Notary Public, _____ County, MI
My Commission Expires: _____
Acting in Kent County, MI



Drafted By and After Recording Return to:
Stephen M. Price
McSHANE & BOWIE, P.L.C.
1100 Campau Square Plaza
99 Monroe Ave., N.W.
P.O. Box 360
Grand Rapids, MI 49501-0360
(616) 732-5000

Return to Paula M. Lewison,
McShane & Bowie, P.L.C. after recording

SCHEDULE 1

ORIGINAL LEGAL DESCRIPTION OF DEVELOPER PROPERTY

PARCEL A

Lots 6 and 7 of Cascade Beltline Plat, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats on Page 35, and part of the West 1/2 of the SW 1/4 of said Section 8, all being described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 264.01 feet along the South line of said Section to the East line of the West 264.00 feet of said SW 1/4; thence N00°50'11"W 435.00 feet along said East line to the SE corner of Lot 4 of said Cascade Beltline Plat and the POINT OF BEGINNING of this description; thence N00°50'11"W 180.00 feet along the East line of said plat to the SE corner of Lot 6 of said plat; thence S89°09'49"W 223.95 feet along the South line of said Lot 6 to the SW corner of said Lot 6; thence N00°50'11"E 180.00 feet along the West line of said Lots 6 and 7 to the NW corner of said Lot 7; thence N89°09'49"E 223.95 feet along the North line of said Lot 7 to the NE corner of said Lot 7; thence S89°38'08"E 540.52 feet along the North line of the South 795.00 feet of the W 1/2 of the SW 1/4 of said Section 8; thence S00°46'41"E 360.00 feet to the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2; thence N89°38'08"W 540.15 feet along said South line to the Point of Beginning. Contains 5.39 acres.

PARCEL B

Part of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 979.93 feet along the South line of said SW 1/4 to the POINT OF BEGINNING of this description; thence N00°50'11"W 435.00 feet to the South line of the North 360.00 feet of the South 795.00 feet of said W 1/2; thence N89°38'08"W 175.78 feet along said South line; thence N00°46'41"W 360.00 feet to the North line of the South 795.00 feet of said W 1/2; thence S89°38'08"E 242.05 feet along said North line to the West line of the East 267.13 feet of said W 1/2; thence S00°46'41"E 360.00 feet along said West line to the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2; thence N89°38'08"W along said South line 33.26 feet; thence S00°50'11"E 435.00 feet to the South line of said SW 1/4; thence N89°38'08"W 33.01 feet along said South line 33.01 feet to the Point of Beginning. Contains 2.33 acres.

PARCEL C

The East 165 feet of the North 885 feet of the South 1320 feet of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan. EXCEPT from Parcels 3 and 4, the following described land: The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

This parcel may also be described as:

Commencing at the SW corner of said Section 8; thence S89°38'08"E 1312.93 feet along the South line of said Section to the East line of said West 1/2; thence N00°46'41"W 795.00 feet along said East line to the North line of the South 795.00 feet of said West 1/2 and the POINT OF

BEGINNING: thence N89°38'08"W 165.00 feet along said North line to the West line of the East 165.00 feet of said West 1/2; thence N00°46'41"W 525.02 feet along said West line to the North line of the South 1320.00 feet of said West 1/2; thence S89°38'08"E 165.00 feet along said North line to the East line of said West 1/2; thence S00°46'41"E 525.02 feet along said East line to the Point of Beginning. Contains 1.99 acres.

And also:

That part of the West half of the Southwest quarter of Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan described as: Commencing at the Southwest corner of said Section 8; thence South 89 degrees 38 minutes 08 seconds East 979.93 feet along the South line of the Southwest quarter of said Section 8 to the Point of Beginning; thence continuing South 89 degrees 38 minutes 08 seconds East 33.01 feet along the South line; thence North 00 degrees 50 minutes 11 seconds West 435.00 feet; thence North 89 degrees 38 minutes 08 seconds West 33.01 feet along the South line of the North 360 feet, of the South 795 feet, of the West half, of the Southwest quarter of said Section 8; thence South 00 degrees 50 minutes 11 seconds East 435.00 feet to the Point of Beginning.

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPER PROPERTY

DEVELOPERS PROPERTY

PARCEL A

Lots 4, 5, 6 and 7 of Cascade Beltline Plat, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, as recorded in Liber 51 of Plats on Page 35, and part of the West 1/2 of the SW 1/4 of said Section 8, all being described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 264.01 feet along the South line of said Section to the East line of the West 264.00 feet of said SW 1/4; thence N00°50'11"W 435.00 feet along said East line to the SE corner of Lot 4 of said Cascade Beltline Plat and the POINT OF BEGINNING of this description; thence S89°09'49"W 223.95 feet along the South line of said Lot 4; thence N00°50'11"W 360.00 feet along the West line of said plat; thence N89°09'49"E 223.95 feet along the North line of said Lot 7; thence S89°38'08"E 540.52 feet along the North line of the South 795.00 feet of the W 1/2 of the SW 1/4 of said Section 8; thence S00°46'41"E 360.00 feet to the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2; thence N89°38'08"W 540.15 feet along said South line to the Point of Beginning. Contains 6.32 acres.

PARCEL B

Part of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan, described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 979.93 feet along the South line of said SW 1/4 to the POINT OF BEGINNING of this description; thence N00°50'11"W 435.00 feet to the South line of the North 360.00 feet of the South 795.00 feet of said W 1/2; thence N89°38'08"W 175.78 feet along said South line; thence N00°46'41"W 360.00 feet to the North line of the South 795.00 feet of said W 1/2; thence S89°38'08"E 242.05 feet along said North line to the West line of the East 267.13 feet of said W 1/2; thence S00°46'41"E 360.00 feet along said West line to the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2; thence N89°38'08"W along said South line 33.26 feet; thence S00°50'11"E 435.00 feet to the South line of said SW 1/4; thence N89°38'08"W 33.01 feet along said South line 33.01 feet to the Point of Beginning. Contains 2.33 acres.

PARCEL C

The East 165 feet of the North 885 feet of the South 1320 feet of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan. EXCEPT from Parcels 3 and 4, the following described land: The East 267.13 feet of the North 360 feet of the South 795 feet of the West 1/2 of the Southwest 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan.

This parcel may also be described as:

Commencing at the SW corner of said Section 8; thence S89°38'08"E 1312.93 feet along the South line of said Section to the East line of said West 1/2; thence N00°46'41"W 795.00 feet along said East line to the North line of the South 795.00 feet of said West 1/2 and the POINT OF BEGINNING; thence N89°38'08"W 165.00 feet along said North line to the West line of the East



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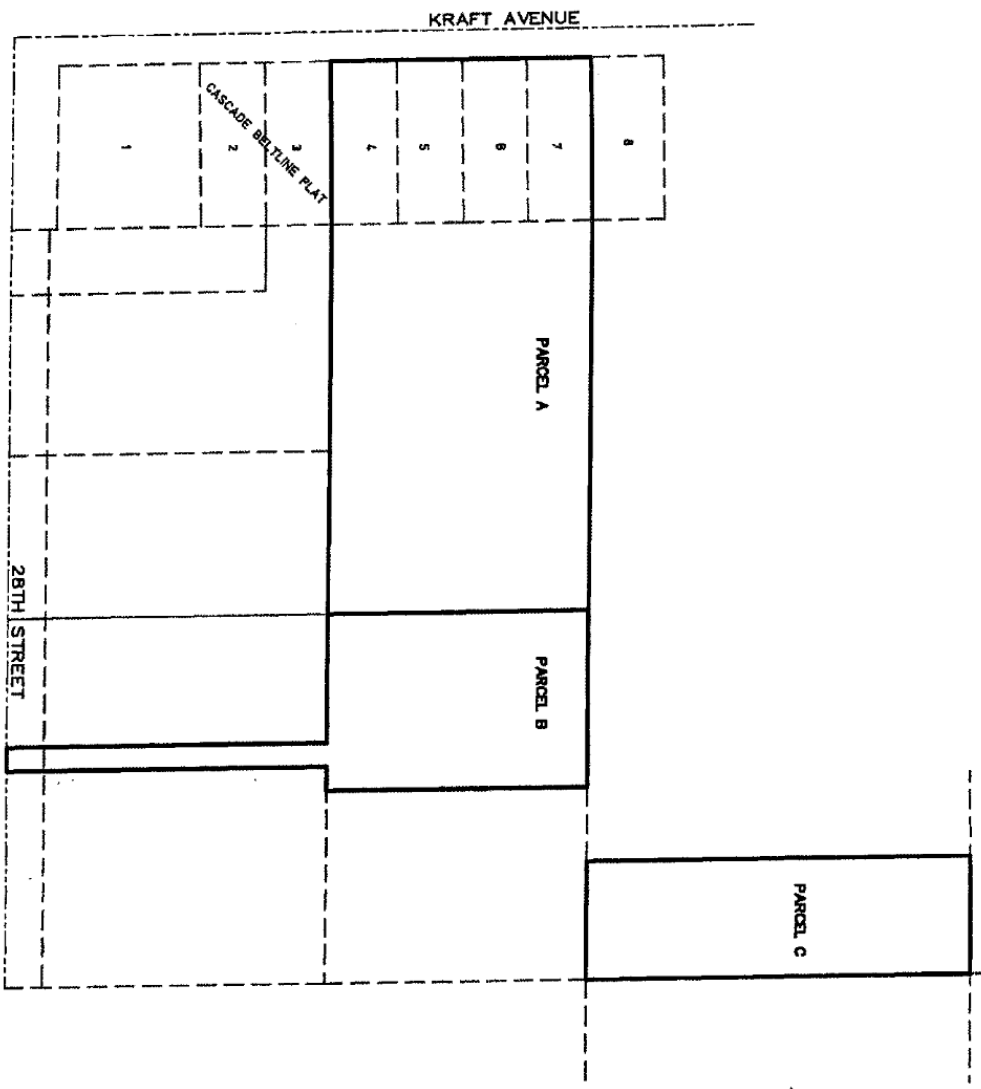
Mary Hollinrake P: 7/20 9:57AM
Kent Cnty MI Rgstr 02/22/2007 SEAL

165.00 feet of said West 1/2; thence N00°46'41"W 525.02 feet along said West line to the North line of the South 1/2 of said West 1/2; thence S89°38'08"E 165.00 feet along said North line to the East line of said West 1/2; thence S00°46'41"E 525.02 feet along said East line to the Point of Beginning. Contains 1.99 acres.



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EXHIBIT A DEVELOPER PROPERTY



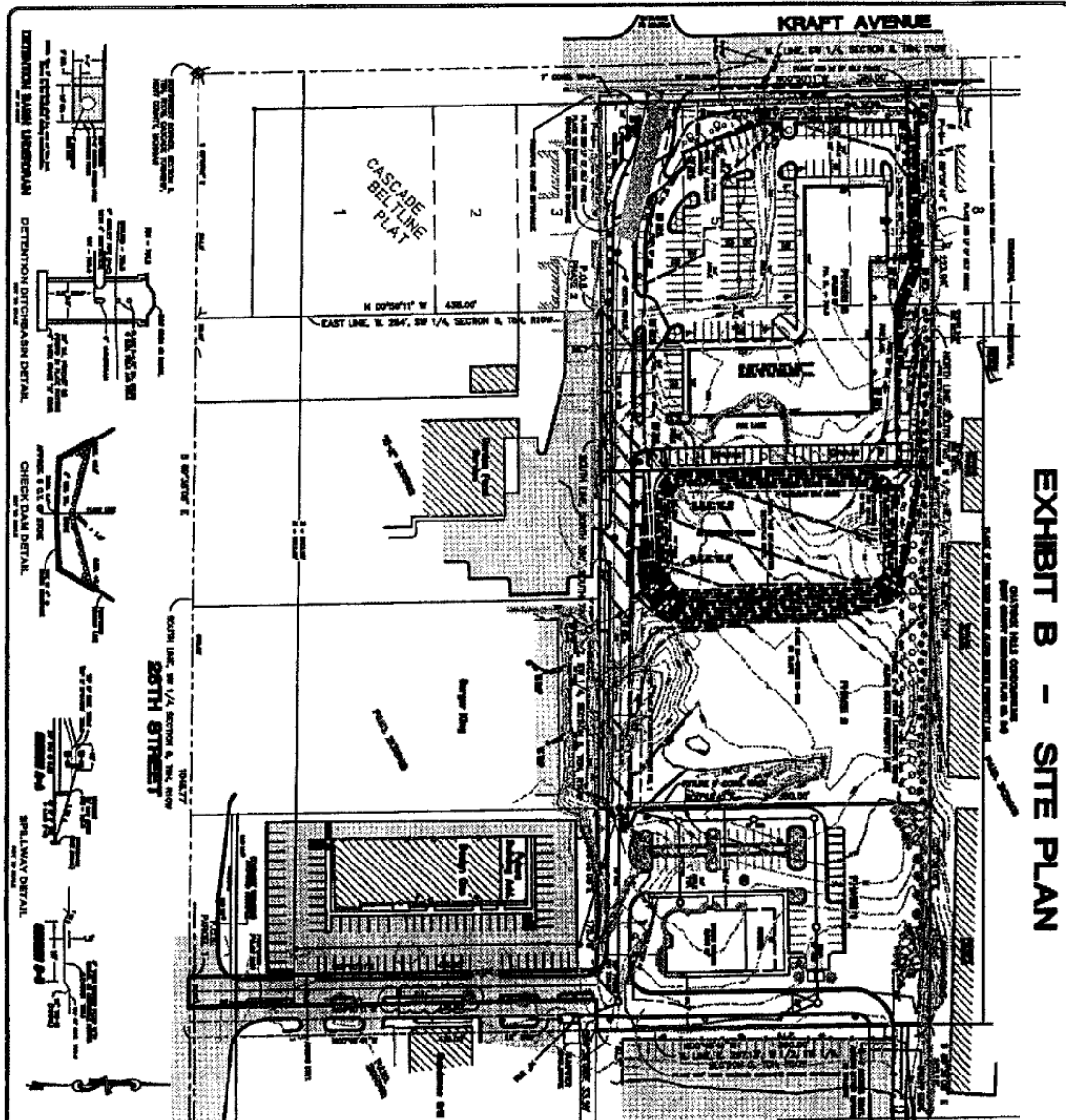
FEENSTRA & ASSOCIATES, INC.
 Civil Engineers and Surveyors
 7422 Main Street • Jackson, MI 49438
 Phone (616) 457-7000



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Kent Cnty MI Rgstr 02/22/2007 SEAL

EXHIBIT B SITE PLAN





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Kent Cnty MI Rgstr 02/22/2007 SEAL

EXHIBIT C

LEGAL DESCRIPTION OF KRAFT AVENUE ACCESS ROAD

Legal description of Kraft Avenue Access Road Parcel

Part of Lot 4, Cascade Beltline Plat as recorded in Liber 51 of Plats, Page 35, and part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1045.77 feet along the South line of said SW 1/4; thence N00°46'41"W 435.00 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the Point of Beginning; thence N00°46'41"W 46.51 feet along said West line; thence N89°38'08"W 846.55 feet; thence N70°39'27"W 122.16 feet; thence S89°09'49"W 45.00 feet; thence S00°50'11"E 90.00 feet along the west line of said Lot 4; thence N89°09'49"E 223.95 feet along the South line of said Lot 4; thence S89°38'08"E 782.20 feet along the South line of the North 360 feet of the South 795 feet of the West 1/2 of said SW 1/4 to the Point of Beginning.

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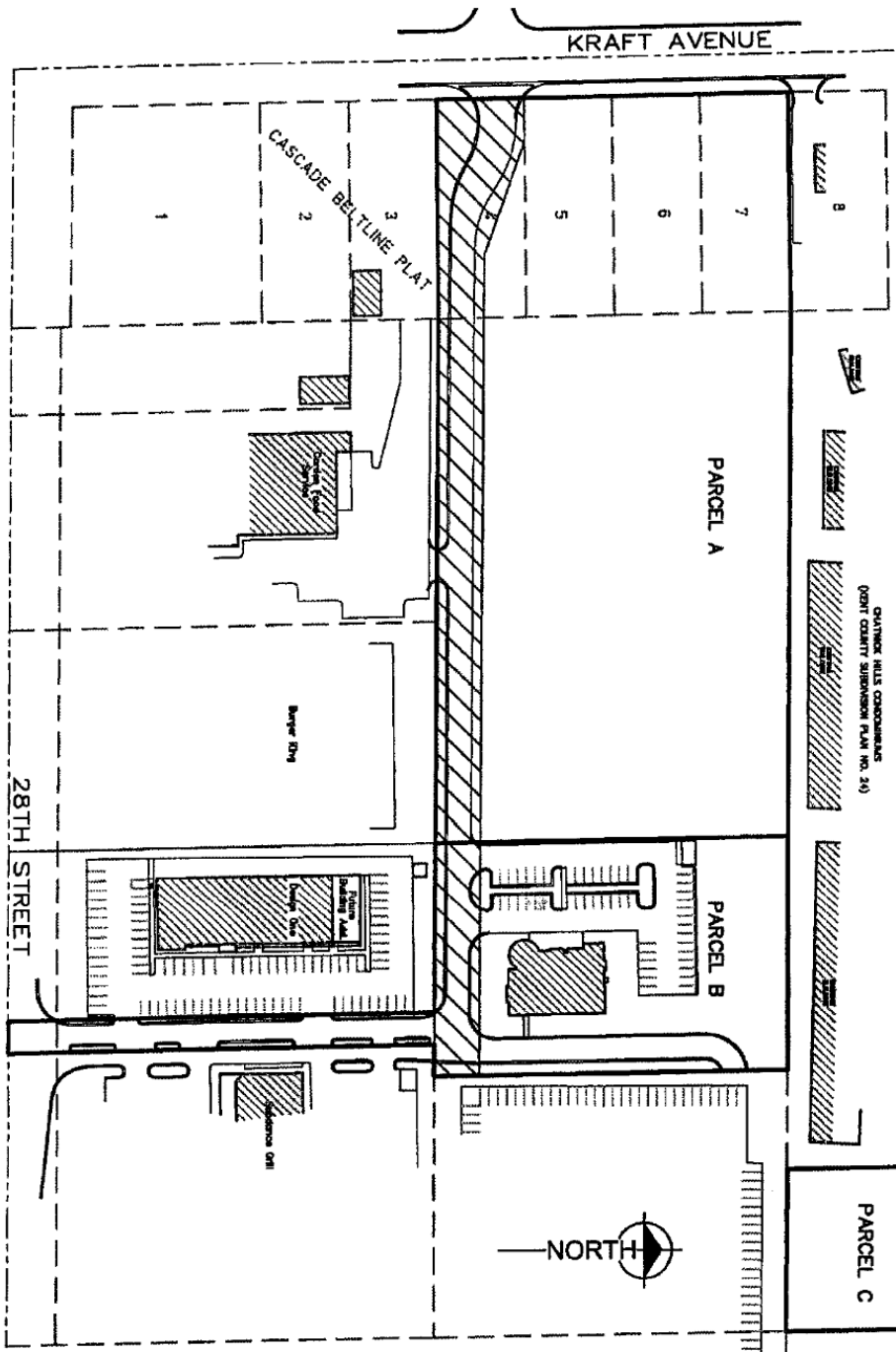
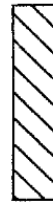


EXHIBIT C
KRAFT AVENUE ACCESS ROAD PARCEL



FEZIKSTRA & ASSOCIATES
Civil Engineers and Surveyors
7422 Maple Street • Jackson, MI
Phone: (517) 457-7500

EXHIBIT D

LEGAL DESCRIPTION OF EAST ACCESS ROAD PARCEL

Legal description of East Access Road Parcel

Part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1045.77 feet along the South line of said SW 1/4; thence N00°46'41"W 481.51 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the Point of Beginning; thence N00°46'41"W 283.35 feet along said West line; thence N89°41'44"W 10.00 feet; thence S57°30'41"W 47.02 feet; thence S00°46'41"E 257.83 feet; thence S89°38'08"E 50.01 feet to the Point of Beginning.



Mary Hollinrake P: 13/20 9:57AM
Kent Cnty MI Rgstr 02/22/2007 SEAL

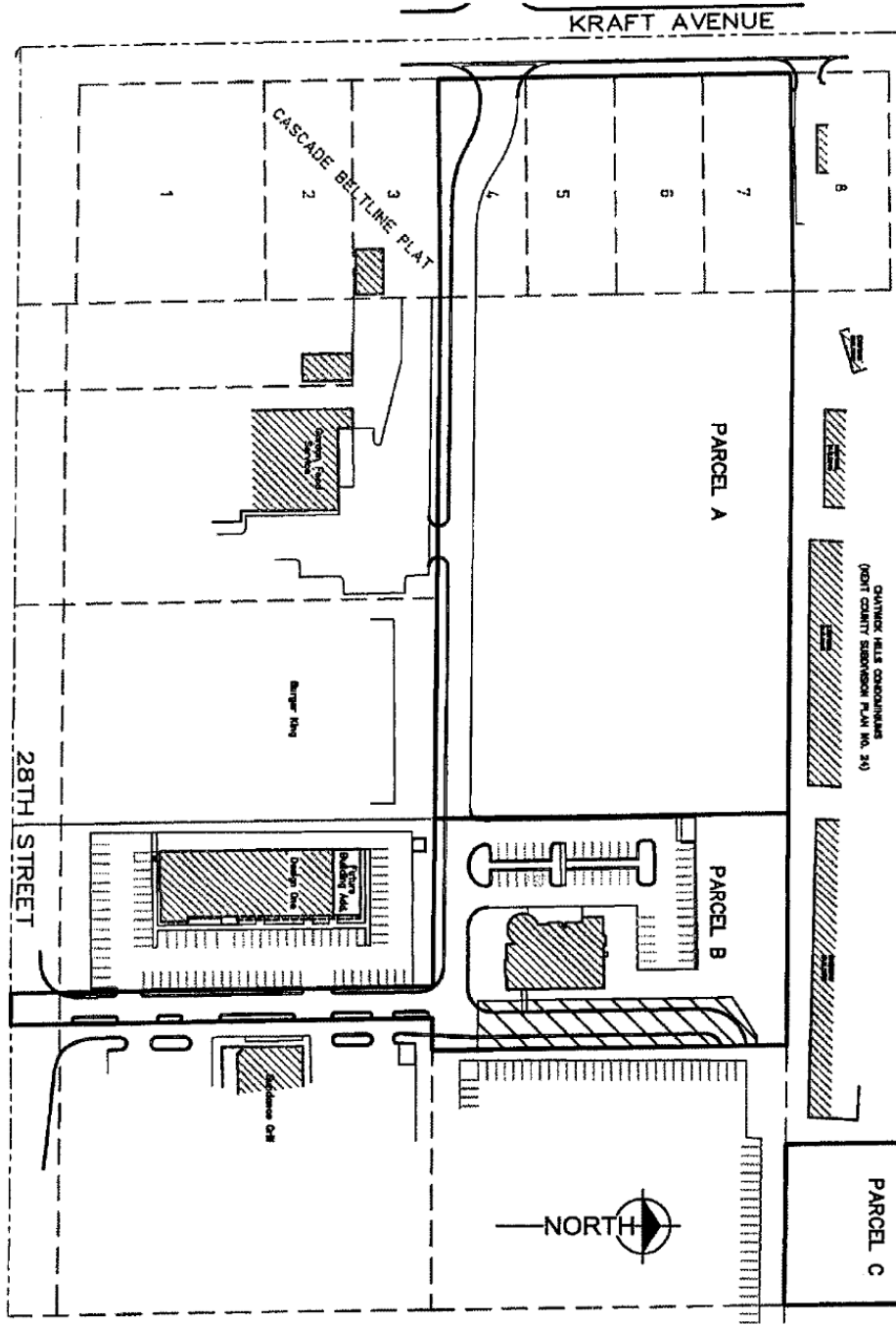


EXHIBIT D
EAST ACCESS ROAD PARCEL

FEDUSTIA & ASSOCIATES
Civil Engineers and Surveyors
7422 Main Street • Jackson, MI
Phone (810) 457-7050

EXHIBIT F

LEGAL DESCRIPTION OF UTILITY EASEMENT

Utility Easement

Part of Lot 4 of Cascade Beltline Plat, as recorded in Liber 51 of Plats on Page 35, and part of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1045.77 feet along the South line of said SW 1/4; thence N00°46'41"W 435.00 feet along the West line of the East 267.13 feet of the West 1/2 of said SW 1/4 to the Point of Beginning; thence N00°46'41"W 329.86 feet along the West line; thence N89°41'44"W 10.00 feet; thence S57°30'41"W 47.02 feet; thence S00°46'41"E 257.83 feet; thence N89°38'08"W 142.03 feet; thence N00°46'41"W 13.50 feet; thence N89°38'08"W 50.00 feet; thence S00°46'41"E 13.50 feet; thence N89°38'08"W 366.76 feet; thence N00°50'11"W 8.00 feet; thence N89°38'08"W 20.00 feet; thence S00°50'11"W 8.00 feet; thence N89°38'08"W 217.74 feet; thence N70°39'27"W 122.16 feet; thence S89°09'49"W 45.00 feet; thence S00°50'11"E 90.00 feet along the west line of said Lot 4; thence N89°09'49"E 223.95 feet along the south line of said Lot 4; thence S89°38'08"E 782.20 feet along the North line of the South 795.00 feet of the West 1/2 of said SW 1/4 to the Point of Beginning.

20070222-0020406

Mary Hollinrake P:15/20 9:57AM
Kent Cnty MI Restr 02/22/2007 SEAL

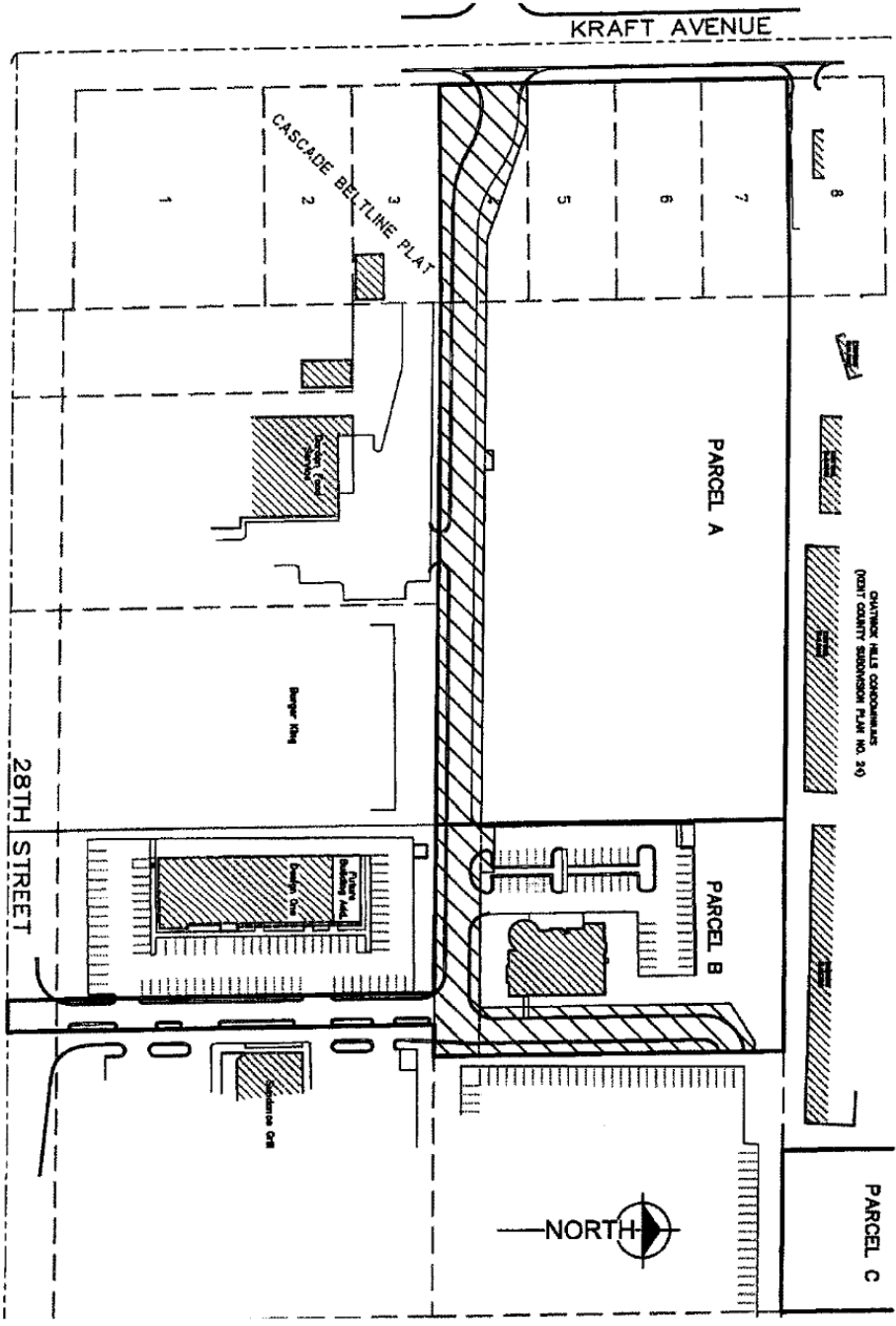


EXHIBIT F UTILITY EASEMENT



FEENSTRA & ASSOC
Civil Engineers and
7442 Lake Street, Jackson, MI
Phone (517) 437-76

EXHIBIT G

LEGAL DESCRIPTION OF SITE STORMWATER FACILITIES EASEMENT AREA

Stormwater Facilities Easement

Part of Lots 4, 5, 6 and 7 of Cascade Beltline Plat, as recorded in Liber 51 of Plats on Page 35, and part of the West 1/2 of the SW 1/4 of Section 8, T6N, R10W, Cascade Township, Kent County, Michigan being described as: COMMENCING at the SW corner of said Section 8; thence S89°38'08"E 264.01 feet along the South line of said Section to the East line of the West 264.00 feet of said SW 1/4; thence N00°50'11"W 435.00 feet along said East line to the SE corner of said Lot 4 and the POINT OF BEGINNING of this description; thence S89°09'49"W 223.95 feet along the south line of said Lot 4; thence N00°50'11"W 360.00 feet along the west line of said Plat; thence N89°09'49"E 223.95 feet along the north line of said Lot 7; thence S89°38'08"E 313.47 feet; thence S00°50'11"E 295.27 feet; thence S42°35'26"E 24.88 feet; thence S89°38'08"E 452.21 feet; thence S00°46'41"E 46.51 feet along the West line of the East 267.13 feet of said W 1/2; thence N89°38'08"W 782.20 feet along the South line of the North 360.00 feet of the South 795.00 feet of said West 1/2 to the Point of Beginning; EXCEPT commencing at the SW corner of said Section 8; thence S89°38'08"E 264.01 feet along the South line of said Section to the East line of the West 264.00 feet of said SW 1/4; thence N00°50'11"W 495.00 feet along said East line to the POINT OF BEGINNING; thence S89°09'49"W 53.84 feet; thence N70°39'27"W 148.74 feet; thence N00°50'11"W 208.69 feet; thence N89°09'49"E 193.03 feet; thence S89°38'08"E 173.86 feet; thence S00°50'11"E 232.81 feet; thence S49°21'49"W 41.42 feet; thence N89°38'09"W 141.61 feet to the Point of Beginning.



Mary Hollinrake P:17/20 9:57AM
Kent Cnty MI Rgstr 02/22/2007 SEAL

KRAFT AVENUE

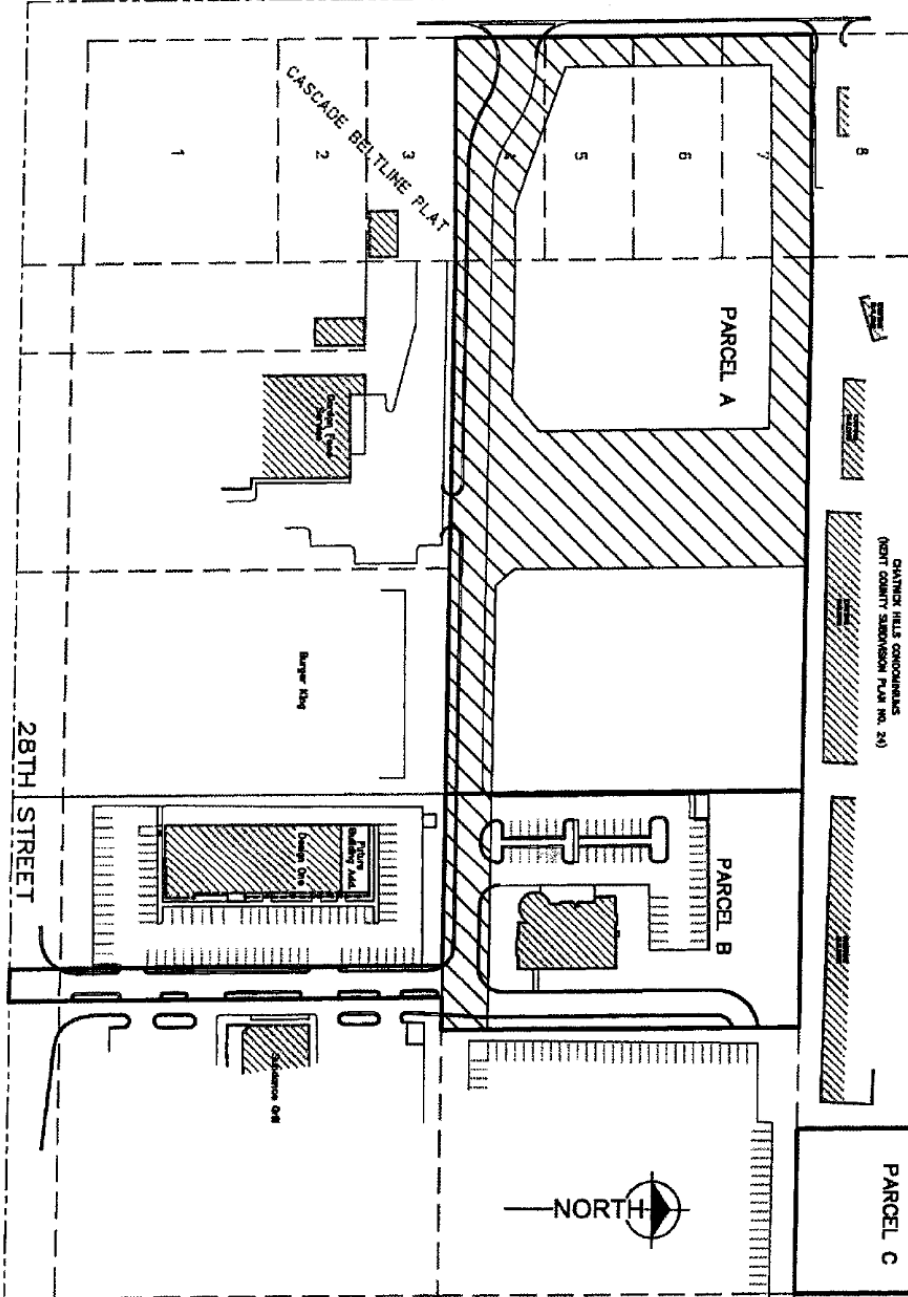


EXHIBIT G STORMWATER FACILITIES EASEMENT AREA

FEINBERG & ASSOCIATES
Civil Engineers & Surveyors
7442 Main Street • Jackson, MI
Phone (810) 457-7171

EXHIBIT H

LEGAL DESCRIPTION OF SIGN EASEMENTS

Sign Easement

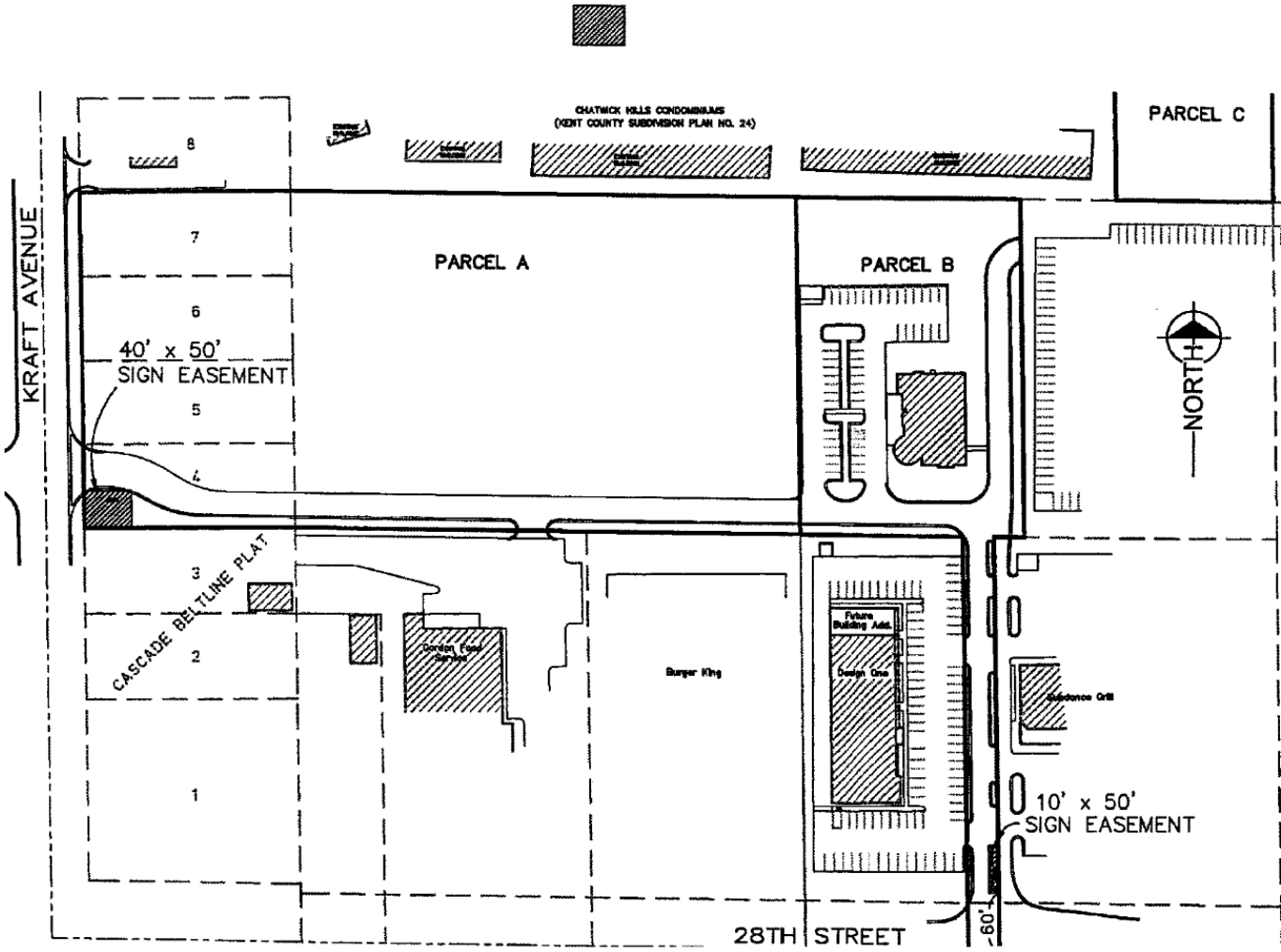
Part of Lot 4 of Cascade Beltline Plat, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan as recorded in Liber 51 of Plats on Page 35, being described as: BEGINNING at the SW corner of said Lot 4; thence N00°50'11"W 40.00 feet along the West line of said Lot 4; thence N89°09'49"E 50.00 feet; thence S00°50'11"E 40.00 feet; thence S89°09'49"W 50.00 along the South line of said Lot 4 to the Point of Beginning.

ALSO, Part of the West 1/2 of the SW 1/4, Section 8, T6N, R10W, Cascade Township, Kent County, Michigan described as: Commencing at the SW corner of said Section 8; thence S89°38'08"E 1012.94 feet along the south line of said SW 1/4; thence N00°50'11"W 60.01 feet to the Point of Beginning; thence N00°50'11"W 50.00 feet; thence N89°38'08"W 10.00 feet; thence S00°50'11"E 50.00 feet; thence S89°38'08"E 10.00 feet to the Point of Beginning.

20070222-0020406
Mary Hollings P. 19/20 9:57AM
Kent Cnty MI Registr 02/22/2007 SEAL

EXHIBIT H DEVELOPMENT SIGN EASEMENT

FEENSTRA & ASSOCI
Civil Engineers and
7482 Main Street • Jenison,
Phone (616) 457-70





20070222-0020406
Mary Hollinrake P. 20/20 9:57AM
Kent Cnty MI Restr 02/22/2007 SEAL

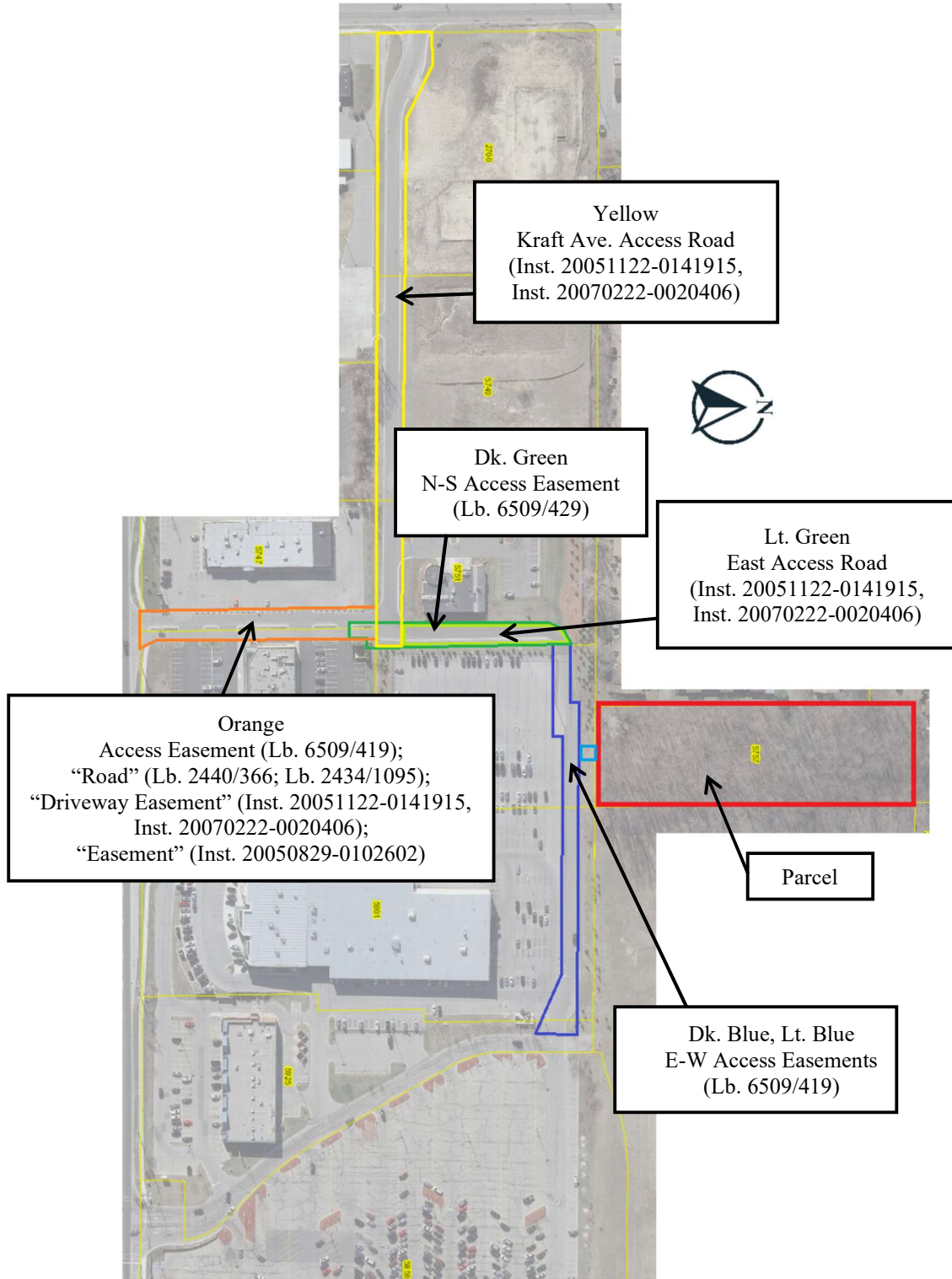
EXHIBIT I
LEGAL DESCRIPTION OF PARCEL WITH SIGNAGE RIGHTS

That part of the West half of the Southwest quarter of Section 8, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the Southwest corner of said Section 8; thence South 89 degrees 38 minutes 08 seconds East 979.94 feet along the South line, Southwest quarter of said Section 8; thence North 00 degrees 50 minutes 11 seconds West 435.00 feet to the Point of Beginning; thence South 89 degrees 38 minutes 08 seconds East 66.27 feet along the South line, North 360 feet, South 795 feet, West half, Southwest quarter of said Section; thence North 00 degrees 46 minutes 41 seconds West 360.00 feet along the West line, East 267.13 feet, West half, Southwest quarter, of said Section; thence North 89 degrees 38 minutes 08 seconds West 242.05 feet along the North line, South 795 feet, West half, Southwest quarter, of said Section; thence South 00 degrees 46 minutes 41 seconds East 360.00 feet; South 89 degrees 38 minutes 08 seconds East 175.78 feet to the point of beginning.

#170475 v3

EXHIBIT B

Approximate Depiction of "Easements"





SQUARE B
CONSTRUCTION

January 29th, 2026

Andrea Hendrick
Community Planning & Development Director
Cascade Charter Township
5920 Tahoe Road SE
Grand Rapids, MI 49546

Andrea:

The purpose of the letter is to formally communicate my support for the Cascade Township Zoning Board's consideration of adopting the acceptability of more than one structure on a parcel. This will extend the limits of efficiency as well as architectural design on commercial and industrial properties.

As an owner/resident and business owner/operator in Cascade Township, it makes me proud to function in a municipality that seeks to provide contemporary changes to enhance an already superb area.

Respectfully,

John Becker