

**AGENDA**  
**Cascade Charter Township Planning Commission**  
**Monday, August 12, 2019**  
**7:00 pm**  
**Cascade Library Wisner Center**  
**2870 Jacksmith Ave. SE**

- ARTICLE 1. Call the meeting to order  
Record the attendance**
- ARTICLE 2. Pledge of Allegiance to the flag**
- ARTICLE 3. Approve the current Agenda**
- ARTICLE 4. Approve the Minutes of the July 15, 2019 meeting**
- ARTICLE 5. Acknowledge visitors and those wishing to speak to non-agenda items.  
(Comments are limited to five minutes per speaker.)**
- ARTICLE 6. Case # 18-3450 Dykema LP  
Public Hearing  
Property Address: 4862 and 4870 Buttrick Ave SE  
Requested Action: The Applicant is requesting to rezone approximately 17 acres to PUD to allow for 13 single family home sites.**
- ARTICLE 7. Case # 19-3538 Scott Geerlings  
Property Address: 5784 Kraft Ave SE  
Requested Action: The Applicant is requesting a Site Plan Review for a new 65,000 tire distribution warehouse.**
- ARTICLE 8. Case # 19-3542 Steve Plakmeyer  
Property Address: 1611 Gailbraith Ave SE  
Requested Action: The Applicant is requesting a Basic Plan Review to amend the P.U.D. to allow for an expansion of the pool equipment building and build an additional building to accommodate the restaurant/bar at the Swim Center building.**
- ARTICLE 9. Any other business**
- ARTICLE 10. Adjournment**

**Meeting format**

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

**MINUTES**  
Cascade Charter Township  
Planning Commission  
Monday, July 15, 2019  
7:00 P.M.

**ARTICLE 1.** Chairman Sperla called the meeting to order at 7:00 P.M.  
Members Present: Johnson, Katsma, Krieter, Lewis, Pennington, Rissi, and Moxley  
Members Absent: Noordyke, Sperla  
Others Present: Community Development Director, Steve Peterson and those listed on the sign in sheet.

**ARTICLE 2.** Pledge of Allegiance.

**ARTICLE 3.** Approve the current Agenda.

**Motion was made by Member Pennington to approve the Agenda. Supported by Member Krieter. Motion carried 7 to 0.**

**ARTICLE 4.** Approve the Minutes of the July 1, 2019 meeting.

**Motion was made by Member Johnson to approve the minutes of July 1, 2019. Supported by Member Krieter. Member Moxley abstained from voting as he was not present at the July 1, 2019 meeting. Motion carried 6 to 0.**

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

No visitors came forward.

**ARTICLE 6.** Case #19-3534 Cascade TLC

**Public Hearing**

**Property Address: 5333 Cascade Rd SE**

**Requested Action:** The Applicant is requesting a Type II Special Use Permit for Daycare Center.

Director Peterson stated that the Planning Commission will not be making a decision on this request, but will be making a recommendation to the Township Board who will make a decision for this case. Director Peterson stated that this daycare facility will be at the corner of Cascade Road and Hall Street. The facility is about 10,000 sq ft. A daycare facility does require an outdoor play area that's size is dictated based on the number of children/students that are at the facility. The requirement is 150 sq ft of outdoor play area per child. The property is zoned residential, master planned as suburban residential. The Master Plan does not contemplate expanding commercial office use along Cascade Road, however a daycare is recognized as residential use, so it is a use permitted in a residential zoning district. Director Peterson states as an example the Goddard School that was built on residential property, and is just down the street from

this proposed facility. Director Peterson states that the plan includes access to Hall St, immediately across the street from the subdivision in Ada Township. Hall St. is the Cascade/Ada Township border line. A traffic study was conducted and found the intersection to be working, with no needed improvements. The conclusion to the report is that the Road Commission should continue to monitor the timing of the traffic light signals, and traffic flow. Director Peterson stated that Tim Haagsma from the Kent County Road Commission reviewed the study indicated that he agrees with the consultant's recommendations. The Cascade Township Fire Department has reviewed and approved the plan; the Township Engineer has not completed their report as of this time. Director Peterson stated that a concern of his is the placement of the stormwater system for the site is an underground detention system, which is located on the west side of the building, underneath the playground area. Access and maintenance of the area may be restricted, and when being maintained, will restrict the required outdoor play space for the facility.

Director Peterson stated that the applicant has provided a landscape and fencing plan for the playground area, and has provided a lighting plan that meets the Townships photometrics requirements, however the inclusion of wall pack lights still needs to be verified. Director Peterson then reviewed requirements for the special use permit, stating that:

- use is permitted in the residential zoning district
- plans are consistent with a residential district look (having a slightly pitched roof)
- the facility will be connected to sewer and water (sewer serviced by Ada Township)
- the site plan will not create excessive additional costs
- traffic congestion, conflict, or movement will not be greater than what is normal use for that zoning district (Director Peterson states again that the Road Commission did review and approve the traffic report indicating the intersection is working, and will continue to work with this particular use)
- access will be from Hall Street, as the Cascade Road corridor study suggests access to Cascade Road should be limited
- the site is at least 40,000 sq ft (they have just less than 2 acres)
- there needs to be 150 sq ft of outdoor play area per child (showing 21,000+ sq ft at this time, limiting capacity to 142 children)

Director Peterson states that the site needs to get licensed by the State of Michigan if the project is approved, and that needs to be done before any building permits will be issued.

Director Peterson then recommends that the project be tabled until the applicant can get the approval of the township engineer. He then suggests that the underground water detention system be relocated to the parking lot area to avoid any conflict with the required outdoor play area. The plans will need to be revised to they are consistent with all of the updated plans that have been provided.

Vice Chairman Rissi invited the Applicant to come forward with any comments.

Mr. Doug Stalsonburg (Excel Engineering) came forward on behalf of the applicant to explain their maintenance plan for the proposed location of their underground water detention chamber system. This will be a concrete detention “surge” tank that will retain water, and then slowly drain dry through a 4” pipe. Mr. Stalsonburg stated that this will be buried 6” underground, with access via two inlet and outlet manhole covers.

Mr. Aaron Eichenburg (Cascade TLC representative) came forward to state the group does have two applications in place at this time. One for a site plan review, and another for the special use permit. Mr. Eichenburg states that special use approval will help them plan accordingly and meet the capacity requirement.

Member Krieter asked if the daycare facility was going to own/operate a bus in and out of the property. Mr. Eichenburg answered that he did not believe it would, but will verify. He then stated that this is a national chain based out of Florida that does not typically use a bus for transportation.

**Motion was made by Member Katsma to open public hearing. Supported by Member Krieter. Motion carried 7 to 0.**

Ms. Cheryl Clift (President of the Homeowners Association at Balsam Hill) came forward and stated that she will be speaking on behalf of her Association. Ms. Clift stated that their community is comprised of 25 single family homes, and their only entrance and exit is on Hall St, directly across from the only entrance and exit of the proposed daycare facility. Ms. Clift stated that as residents, they are aware of the current traffic volume, and have safety concerns of the added traffic associated with 153 possible daycare children, and 23 staff members. Ms. Clift stated that all buses for the Forest Hills school system are housed at Forest Hills Central High School, located on Hall St. Ms. Clift then stated that she contacted the Michigan State Police Traffic Crash Unit, and asked for crash data from the Cascade Road and Hall Street intersection from 2013, to July 11, 2019. She then read statistics from her findings of the crash data, and asked that the Planning Commission review the information provided.

Mr. Dan Dillard (owns property directly to the east of the proposed facility) came forward to state that this will be the fifth daycare within a mile and a half radius of this location, and that the increase in traffic flow at the Cascade Road and Hall Street intersection is concerning.

**Motion was made by Member Johnson to close public hearing. Supported by Member Katsma. Motion carried 7-0.**

Member Moxley stated that he believes the intersection of Cascade Road and Hall Street to be a busy and dangerous intersection, especially being in such close proximity to the Spaulding Ave intersection. In the afternoon hours with the high school drivers being out of school, he believes it will be even worse. He also states his opinion that with the Forest Hills Central buses being housed at the high school, that adds to the morning and afternoon congestion of that intersection.

Member Krieter stated her opinion that having roughly 150 students potentially traveling twice daily through the “E” and “F” rated intersection of Cascade Road and Hall Street to the one entrance and exit of the proposed daycare facility is concerning. She asked if the driveway to the facility could be moved, Director Peterson states that’s where the Road Commission wants the driveway.

Member Pennington states that the traffic report does indicate that traffic clears within one cycle of the signal operation. He also states that he believes another road study needs to be done to accurately depict traffic during peak times at that intersection.

Member Pennington then states that he believes the proposed location of the applicant’s underground water detention chamber system being under the play area is fine as long as it remains accessible. Vice Chairman Rissi asks Director Peterson if the overflow outlet of the water detention system is concerning, as it would flow directly onto Consumers property, and then into a ditch. Director Peterson stated that it isn’t unusual to have the overflow system set up in that manner.

**Motion was made by Member Pennington to table the agenda item with the conditions that the information in the traffic study be confirmed by the applicant, the stormwater detention details be worked out with the township Engineer, and that the lighting plan be updated. Supported by Member Lewis. Motion carried 7 to 0.**

**ARTICLE 7. Case #17-3392 Freedom Reins Farm (Hickory Ridge)**

**Property Address: 8613 52<sup>nd</sup> St**

**Requested Action:** Final Preliminary Plan to develop into 12 detached single-family site condominium projects.

Director Peterson stated that this is a by right subdivision. They are meeting all of the requirements, and are requesting final approval. This means they have obtained approvals from all other necessary government agencies. Director Peterson states that nothing has changed with their plans since last being seen for tentative preliminary approval, which was positively recommended by the Planning Commission to the Board. A final preliminary approval from the Township Board approves their project for a two-year time frame, allowing them to begin to develop the property.

Director Peterson states that Staff believes they have met all requirements, and suggests that a positive recommendation be forwarded to Township Board.

Vice Chairman Rissi invited the Applicant to come forward with any comment.

Mr. Doug Lee (owner/developer) came forward to state that since he does live on the property, it was important to him to preserve what he loves about the property such as the hills, creeks, and preserved area as the project develops.

**Motion was made by Member Johnson that the Planning Commission make a positive recommendation for approval to the Township Board for the Freedom Reins project. Supported by Member Krieter. Motion carried 7 to 0.**

**ARTICLE 8. Case #19-3533 Chick-fil-A; Jennifer Santelli**

**Property Address: 5525 28<sup>th</sup> St SE**

**Requested Action:** The Applicant is requesting a recommendation to the Township Board for approval of the PUD Amendment and site plan.

Director Peterson stated that since the PUD Amendments were already approved at the public hearing on July 1st, this is a review of the ordinance. These will be the changes that will occur in the Meijer/Romano PUD. Director Peterson states that the Applicant and Staff have both reviewed and approved of the language and changes.

Director Peterson recommends a positive recommendation be forwarded to the Township Board for the PUD Amendment and the ordinance. The Township Board will hold an additional public hearing to make a final decision on the matter.

Chairman Sperla invited the Applicant to come forward with any comment.

The Applicant did not come forward with comment.

**Motion was made by Member Lewis to approve the positive recommendation to the Township Board. Supported by Member Pennington. Motion carried 7 to 0.**

**ARTICLE 9. Case #19-3519 Golden Valley**

**Property Address: 5800 Thornapple River Drive**

**Requested Action:** Tentative Preliminary Plan to develop into 27 detached single-family site condominium projects.

Director Peterson stated that this is a by right plan, meeting all necessary R1 zoning requirements for this subdivision. These lots range from 80,000 sq ft., to just over 200,000 sq ft per lot, and will be serviced by well and septic (this needs to be approved by the Health Department before the next step in the process). They will have a common sewer system in the development and the project is in the utility service boundary. This will make for an easy transition when public sewer utility services become available.

Director Peterson states that there will be new private streets, so the applicant will need to comply with the private street ordinance, as well as get approval from the Road Commission for street names, access points, and curb cut placement to public roads.

Director Peterson states they will have a pedestrian connection, but thinks that it is important to lay out the details of how/when that will occur as the project is developed. Director Peterson then states that their stormwater maintenance agreement and airport recognition statement will need to be put into their private deed restrictions

since there won't be a separate ordinance. If a tentative approval is recommended to the Township Board, that will allow the applicant to continue working on the project for one year while they obtain final approval from all agencies.

Director Peterson is recommending a positive recommendation to the Township Board.

Vice Chairman Rissi invited the Applicant to come forward with any comments.

Mr. Doug Stalsonburg (Excel Engineering) came forward to state he does not have comment, and is open to answering questions.

Member Pennington asked when the roads will be going in, and if it's anticipated that one cul-de-sac be completed first, and then another. Mr. Stalsonburg stated that it is a two-phase project, and completion of phase two and the pedestrian connection will be based on how fast phase one sells.

Vice Chairman Rissi asked Mr. Stalsonburg if he is comfortable with the four conditions stated by Director Peterson, which are as follows:

1. Required information for the final preliminary approval
2. Inclusion of their stormwater maintenance agreement and airport recognition statement in the deed restrictions
3. Grading plan for stormwater runoff from home sites
4. Provide details for pathway construction

Mr. Stalsonburg confirmed that he is comfortable with these conditions.

**Motion was made by Member Pennington to approve the Tentative Preliminary Plan with the conditions listed above. Supported by Member Krieter. Motion carried 7 to 0.**

**ARTICLE 10. Any other business**

Director Peterson stated that the Board approved the Master Plan, and once the new site goes live, he will send the link out to Members.

**ARTICLE 11. Adjournment**

**Motion was made by Member Pennington to adjourn. Supported by Member Johnson. Motion carried 7 to 0. The meeting was adjourned at 8:15 p.m.**

Respectfully submitted,  
Phil Johnson, Secretary

STAFF REPORT

TO: Cascade Charter Township Planning Commission  
FROM: Steve Peterson, Community Development Director  
REPORT DATE: July 24, 2019  
MEETING DATE: August 12, 2019  
CASE: #18-3450/ Honeysuckle Hill

GENERAL INFORMATION

- A. Applicant: Dykema LP  
1730 Three Mile Rd NE  
Grand Rapids MI 49505  
Telephone: 363-6895  
Email: mberg@dykemaexcavators.com
- B. Status of Applicant: Owner/developer
- C. General Location: The property is located on the south side of 48<sup>th</sup> st just west of Whitneyville Ave.
- D. Requested Action: Rezone approximately 17 Acres to PUD to allow for 13 single family home sites.
- E. Existing Zoning on Subject Parcels: R1, Residential
- F. Zoning on Adjoining Parcels: R1, Residential
- G. Parcel Size: two properties totaling Approximately 17 acres
- H. Existing Land Use on Subject Parcel: Vacant
- I. Adjacent Area Land Uses:
- |       |   |             |
|-------|---|-------------|
| North | - | I-96        |
| East  | - | Residential |
| South | - | Railroad    |
| West  | - | Residential |

## STAFF ANALYSIS

- A. The applicant is requesting Preliminary Plan Approval in order to rezone approximately 17 acres for a Planned Unit Development called Honeysuckle Hill. This request would allow for a total of 13 single-family home sites.
- B. The property is zoned R1, single-family, and is Master Planned Suburban Residential, which is essentially the same.
- C. The applicant has drawn a test plan showing how the property could be developed with 13 lots using a combination of six lot splits and PUD rezoning for seven lots.
- D. After basic plan review by the Planning Commission, the Township required that they rezone the entire project as one site condominium rather than have a combination of lot splits and site condominium lots. We also required that the plan be revised to remove any storm water detention system from lots and place it in the common open space.
- E. The development is designed using the 25% open space method. This requires a minimum lot size of 40,000 sq ft. However, because lots 1,2 and 5 have been revised to eliminate the detention system from the lot area they are under the 40,000 sq ft.
- F. The lots range in size from 35,813 sq ft to 38,605. This is the only exception that they are asking for and if not approved they could simply include the detention areas in the lots and meet the requirement.
- G. The development will be served by wells and septic. The applicant has received approval from the KCHD. The property is located in the sewer water service area so an agreement to participate in the SAD would be appropriate to include the PUD ordinance.
- H. The open space that is being provided is located along the railroad and in the NE corner of the project adjacent to the nearest homes which are off from Whitney Pines (a small private drive on from 48<sup>th</sup> st).
- I. The developer has received approval for the street name and location of the curb cut from the KCRC. The engineer has approved the design of the road.
- J. Access for all of the lots will be from the private street only, no access will be granted to Buttrick or 48<sup>th</sup> st.
- K. No sidewalks are planned for the project, and would not connect to any planned or future pathways.
- L. This area is zoned R1 but does not include any street lights and I would not recommend requiring them given the location of the subdivision.
- M. The developer has not indicated the minimum size for the homes. In the R1 zone we require a minimum of 1,300 sq ft for a one story and a 1,600 sq ft for a two story.5700 an

- N. Traffic counts on Buttrick ave and 48<sup>th</sup> are 918 and 5,700 respectively. According to the KCRC a two lane road has the capacity for about 10,000 cars. A 13 unit single family subdivision would add about 130 trips to the current traffic count.
- O. They will need to submit the site condominium documents to our attorney for review.
- P. As with all our residential project they will have an airport recognition statement in the PUD Ordinance.

**Q. Standards**

Section 16.03 of the Zoning Ordinance requires that a Planned Unit Development must demonstrate that:

Standard	Staff Comment
Granting of the Planned Unit Development rezoning will result in a recognizable and substantial benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved.	The property is already zoned R1 and the developer has shown how they could meet our requirement for 13 lots as a combination of a subdivision and lot splits. Allowing a couple of smaller lots to avoid issues with the detention system and having it all under one subdivision would make for a much cleaner subdivision.
In relation to underlying zoning, the proposed type and density of use shall not result in a material increase in the need for public services, facilities and utilities, and shall not place a material burden upon the subject or surrounding land or property owners and occupants or the natural environment	The type of use and density is consistent with the master plan would not result in a material increase in the need for public services.
The proposed development shall be compatible with the General Development Plan of the Township, and shall be consistent with the intent and spirit of this Chapter	The project is consistent with the master plan
In relation to underlying zoning, the proposed development shall not result in an unreasonable negative economic impact upon surrounding properties	The development is very similar to the surrounding projects and being consistent with the underlying zoning would not result in an unreasonable negative economic impact
The proposed development shall contain at least as much green area and usable open space as would otherwise be	met.

required by this Ordinance with respect to the most dominant use in the development	
The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this Ordinance. This provision shall not prohibit a transfer of ownership or control, upon due notice to the Planning Director of the Township	met

**Staff Recommendation**

Staff recommends approval of the plan. Once approved, we will put together the P.U.D. ordinance with the applicant for your review so you can make a recommendation to the Township Board.



# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan  
49546-7140

## PLANNING & ZONING APPLICATION

**APPLICANT:** Name: Dykema LP (owner of 41-19-26-300-005)

Address: 1730 Three Mile Road, NE

City & Zip Code Grand Rapids, MI 49505

Telephone: 616-363-6895

Email Address: mberg@dykemaexcavators.com

**OWNER: \* (If different from Applicant)**

Name: Eugene Raab (owner of 41-19-26-300-007)

Address: 4612 Poinsettia Ave SE

City & Zip Code: Grand Rapids, MI 49508

→ Telephone: 616-534-6014

→ Email Address: \_\_\_\_\_

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

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

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

BRIEFLY DESCRIBE YOUR REQUEST:\*\*

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(\*\*Use Attachments if Necessary)  
-SEE OTHER SIDE-

**LEGAL DESCRIPTION OF PROPERTY\*\*:**

See site plan

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(\*\*Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 -26-300-005 & 41-19-26-300-007

ADDRESS OF PROPERTY: 4862 and 4870 Buttrick

PRESENT USE OF THE PROPERTY: Vacant

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

Name(s)

Address(es)

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**SIGNATURES**

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

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

Eugene Raab

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

\* Eugene Raab 3/7/2018

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

James A. Dykema

Applicant – Print or Type Name

James A. Dykema

Applicant's Signature & Date

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



August 6, 2019  
Project No. 170168

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

Re: Honeysuckle Hill  
Site Plan Review

Dear Steve:

We have reviewed the site plan for Honeysuckle Hill, prepared by Exxel Engineering, Inc. The development is located at the southeast corner of the intersection between 48th Street and Buttrick Avenue, parcel addresses 4862 and 4870 Buttrick Avenue. The current site plan and basis of this review are dated June 6, 2019. The proposed project is a 13-unit site condominium PUD project with a private road. The site is in the Thornapple River watershed, sub-drainage district Cascade Southeast.

## Stormwater and Drainage

### Flood Control

The Cascade Charter Township Storm Water Ordinance (SWO), Section 1.04, states the ordinance shall apply to all development that requires any permit for work which will alter the stormwater drainage characteristics of the development site. The site is located in Stormwater Management Zone A, which requires retention of the 100-year storm event and infiltration to the greatest extent possible. Where soil conditions or other factors do not allow for adequate infiltration, the SWO requires detention of the 25-year storm event with a controlled release and a direct connection for stormwater runoff for the 100-year storm event, or detention of the 100-year storm event. The SWO also requires the first 0.5-inch of stormwater runoff be detained and released over a 24-hour period (Water Quality Control) and the 2-year storm event release rate be limited to 0.05 cfs/acre (Bank Erosion Control).

The proposed stormwater management design is to collect stormwater runoff from the site in a retention basin located at the southwest corner of the site, the natural stormwater collection area of the site. The applicant provided two soil borings and two infiltration tests at the proposed retention basin location. The soil borings indicated a mix of clay and sand beneath the retention basin. The infiltration test results were 2.0 inches/hour and 12.0 inches/hour. At the location of the 12 inches/hour test result, 2-feet below the infiltration test is a 4-foot layer of clay that would hinder the basin's ability to effectively infiltrate stormwater. The applicant stated it is anticipated some infiltration will occur in the retention basin, however the clay layers throughout the basin will create longer retention times and limit the long-term performance of the basin if designed solely for infiltration. Therefore, the basin was designed as a stormwater detention basin with outlet control structure.

The detention basin is designed for the 100-year storm event with a restricted release rate of 0.13 cfs/acre for the onsite developed area. The detention basin discharges to the existing storm sewer in Buttrick Avenue. The applicant provided calculations showing the 100-year peak flow rate in the Buttrick Avenue storm sewer will not increase as a result of the proposed development.

An area of offsite drainage enters the site from the east. The offsite drainage area is approximately 15 acres. Offsite drainage should be routed around onsite stormwater facilities and detention basins when possible. However, with this site, in order to route offsite flows around the detention basin would take a large amount of earthwork and tree removal and was found to be not practical. Therefore, the applicant proposed to route offsite flows through the detention basin. The detention basin was designed to store the offsite 25-year storm event in addition to the onsite



100-year storm event. Offsite flows are conveyed to the detention basin in a drainage channel separate from the onsite storm sewer system. This is an acceptable approach to accommodate the offsite flows. The proposed stormwater management design is in accordance with the SWO.

### **Water Quality Control and Bank Erosion Control**

The SWO requires the first 0.5 inch of stormwater runoff be detained and infiltrated where conditions permit, or released over a 24-hour period, and the 2-year storm event release rate be limited to 0.05 cfs/acre. The proposed stormwater detention basin is designed with an outlet control structure to restrict flows based on the above criteria. The applicant provided stormwater calculation for design of the outlet control structure. The proposed design is in accordance with the SWO.

### **Stormwater Runoff**

The applicant provided stormwater calculations to size the detention basin and onsite storm sewer system. All stormwater runoff from the new private drive and developed portion of the site will drain to the detention basin. Therefore, the site will not see an increase in rate of stormwater leaving the site.

### **Drainage Plan**

The applicant has submitted drawings, calculations and additional documentation as required in the SWO Section 2.03, Drainage Plan. Please refer to the attached checklist for items and comments on each item. Please note a maintenance agreement is required before construction begins. The agreement should be submitted to the Township for review. The maintenance agreement and plan should include at a minimum maintenance of the detention basin and cleaning of catch basin sumps.

### **Private Street Requirements**

The proposed private street is required to meet the design standards outlined in the Township Ordinance for private streets. FTCH reviewed the proposed private road for right-of-way width, road and travel lane width, road grade, pavement cross section including aggregate base and subbase design, stormwater drainage, etc. The proposed private road was found to meet the requirements outlined in the Township Ordinance for private streets. The Kent County Road Commission (KCRC) will permit the new driveway.

### **Utilities**

The residential lots will have onsite water wells and septic systems for each lot subject to approval by Kent County Health Department (KCHD). A permit from KCHD will be required prior to construction of the houses.

### **Soil Erosion and Sedimentation Control**

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

Mr. Steve Peterson  
Page 3  
August 6, 2019



## Summary

The proposed stormwater management design meets the Township SWO requirements for new developments. The applicant will need to apply for and obtain several permits (SESC, KCHD, and KCRC) prior to construction. We recommend approval of the site plan from an engineering standpoint. If you have any questions or require additional information, please contact me at 616.464.3786 or [nrtorrey@ftch.com](mailto:nrtorrey@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "N. Torrey", is positioned above the printed name.

Nathan R. Torrey, PE

jlk

Attachment

By email

cc: Michael L. Berrevoets, PE – FTCH



**Cascade Charter Township**

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

*Reviewing Engineer Comments are Italicized*

*OK – Received and Acceptable*

*NA – Not Applicable*

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

**Honeysuckle Hill**

Drainage Plan Checklist

- OK (1) Location of the development site and water bodies that will receive storm water runoff  
*All stormwater runoff from the site is collected in an onsite detention basin. The detention basin discharges to the storm sewer in Buttrick Avenue.*
- OK (2) Existing and proposed topography of the development site, including the alignment and boundary of the natural drainage courses, with contours having a maximum interval of one foot (using USGS datum). The information shall be superimposed on the pertinent Kent County soil map  
*Existing and proposed contours have been provided.*
- OK (3) Development tributary area to each point of discharge from the development  
*Stormwater calculations and tributary areas were provided by the applicant.*
- OK (4) Calculations for the final peak discharge rates  
*The applicant provided calculations for design of the onsite storm sewer system, detention basins and outlet control structures.*
- OK (5) Calculations for any facility or structure size and configuration  
*Stormwater runoff calculations were provided by the applicant.*
- OK (6) Drawing showing all proposed storm water runoff facilities with existing and final grades  
*The applicant provided a utility plan showing all proposed stormwater runoff facilities.*
- OK (7) The sizes and locations of upstream and downstream culverts serving the major drainage routes flowing into and out of the development site. Any significant off-site and on-site drainage outlet restrictions other than culverts should be noted on the drainage map  
*A 15-acre offsite drainage area enters the site from the east. Offsite flows will be routed through the site and detention basin.*
- OK (8) An implementation plan for construction and inspection of all storm water runoff facilities necessary to the overall drainage plan, including a schedule of the estimated dates of completing construction of the storm water runoff facilities shown on the plan and an identification of the proposed inspection procedures to ensure that the storm water runoff facilities are constructed in accordance with the approved drainage plan  
*A construction schedule was included on the plans.*



- OK (9) Plan to ensure the effective control of construction site storm water runoff and sediment track-out onto roadways  
*The SESC measures shown on the plan appear appropriate given the expected work. SESC falls under the review and approval of the KCRC and a permit is needed before construction can begin.*
- OK (10) Drawings, profiles, and specifications for the construction of the storm water runoff facilities reasonably necessary to ensure that storm water runoff will be drained, stored, or otherwise controlled in accordance with this ordinance  
*The applicant provided calculations and design details for construction of the onsite storm sewer system and detention basins.*
- NR (11) Maintenance agreement, in form and substance acceptable to the Township, for ensuring maintenance of any privately owned storm water runoff facilities. The maintenance agreement shall include the developer's written commitment to provide routine, emergency, and long-term maintenance of the facilities and, in the event that the facilities are not maintained in accordance with the approved drainage plan, the agreement shall authorize the Township to maintain any on-site storm water runoff facility as reasonably necessary, at the developer's expense  
*Maintenance agreement was not provided and is required.*
- OK (12) Name of the engineering firm and the registered professional engineer that designed the drainage plan and that will inspect final construction of the storm water runoff facilities
- NA (13) All design information must be compatible for conversion to Grand Valley Regional Geographic Information System (REGIS)  
*This is a privately owned system and will not be uploaded to REGIS.*
- OK (14) Other information necessary for the Township to verify that the drainage plan complies with the Township's design and performance standards for drains and storm water management systems

**Steve**

---

**From:** Strunk, John <jstrunk@kentcountyyroads.net>  
**Sent:** Friday, April 20, 2018 8:37 AM  
**To:** Steve  
**Subject:** Buttrick Ave

Steve – The proposed Dykema Exc. private street development on the east side of Buttrick Ave. south of 48 th Street has an approved location by the KCRC, and an approved name of “Honeysuckle Hill Court – PVT”.



**John R. Strunk**

*Certification Engineer, Commercial Driveways*

(616) 242.6901 ext. 6913

[jstrunk@kentcountyyroads.net](mailto:jstrunk@kentcountyyroads.net)

**Kent County Road Commission**

1500 Scribner Avenue NW, Grand Rapids, MI 49504-3299

[kentcountyyroads.net](http://kentcountyyroads.net)



QUIGGLE AVE

CASCADE RD

45TH ST

WHITNEYVILLE AVE

HARBOR VIEW DR

LITTLE HARBOR DR

48TH ST

4862 Buttrick Ave

WHITNEYVILLE AVE

4870 Buttrick Ave

BUTTRICK AVE

52ND ST

SANDY HOLLOW DR

SERAPIA DR



# KENT COUNTY HEALTH DEPARTMENT



ENVIRONMENTAL HEALTH  
700 Fuller Avenue N.E.  
Grand Rapids, Michigan 49503-1918  
Phone: 616-632-6900  
Fax: 616-632-6892  
Email: [KCEHmail@kentcountymi.gov](mailto:KCEHmail@kentcountymi.gov)  
Website: [www.accesskent.com](http://www.accesskent.com)

Adam London, RS, MPA  
*Administrative Health Officer*

May 17, 2019

Michael Berg  
Dykema L.P.  
1730 3 Mile Rd NE  
Grand Rapids, MI 49505

RE: **Proposed Honeysuckle Hill Site Condominium, Units 1-13**  
**Single Family Residential**  
**Cascade Charter Township**

Dear Mr. Berg:

The Environmental Health Division of the Kent County Health Department (KCHD) has completed its review of the submittal for the Proposed Honeysuckle Hill Site Condominium. This review was conducted in accordance with Michigan Land Division Act PA 288 of 1967 Section 560.105.

Prior to issuing a final approval, we request the following statements be incorporated into the Master Deed and Bylaws. Please supply a copy of the Master Deed and Bylaws for Health Department review prior to recording.

## WASTEWATER DISPOSAL SYSTEMS

- The Kent County Health Department (KCHD) will require site evaluations prior to issuing septic system permits. Applications to obtain approval from KCHD, must include a lot development plan drawn to scale that will locate the dwelling, drives and right-of-ways, utilities, unit boundary lines, building site and proposed septic location. As part of the application, KCHD may require a topographical map showing existing and proposed contours. Contour intervals shall not exceed two (2) feet. Individuals may wish to obtain site evaluation approvals prior to purchasing units.
- Utilities, buildings, drives, or other structures that may interfere with the installation and operation of the on-site sewage disposal system shall not be permitted within the designated initial and replacement sewage disposal areas as indicated on the permit issued by KCHD.
- Site modification in the area of the initial and replacement wastewater disposal systems may be required by KCHD. Site modification would typically include soil removal and backfill with approved washed sand (2NS) otherwise known as "cut-down" type sewage disposal systems or the addition of sand fill above the existing ground surface otherwise known as a "low pressure dose mound".
- Designated initial and replacement sewage disposal areas shall not be located within any drainage way and must be isolated a minimum of 100 feet from any perennial surface water drains, 50 feet from any water well, 25 feet from foundation walls containing subsurface drains, 25 feet from storm sewer catch basins, 10 feet from solid storm sewers and open drains, 10' from unit boundaries, easement, or right-of-way.

Continued on Page 2

WATER SYSTEMS

- Individual water supply systems will be permitted on a unit solely to provide water for domestic consumption at the residence, for irrigation purposes, swimming pools, or other nondomestic uses on the unit.
- A permit from KCHD is required prior to the installation or major repair of any on-site water supply. As part of the application, KCHD may require a site plan of the property upon which the water supply is or will be located. Required features may include property boundaries, elevations, buildings, sewage disposal system, surface water bodies, wells, underground fuel storage tanks, chemical storage areas, driveways, and other significant details.
- All wells installed for private water supply must penetrate an adequate protective continuous clay overburden of at least ten (10) feet. This overburden is to be located greater than twenty-five (25) feet below the ground surface. A test well on Unit 11, drilled to a depth of 177 feet, found a suitable clay barrier with adequate water quality and quantity.
- All wells are to be grouted in accordance with the Michigan Department of Environmental Quality water well grouting requirements.
- Except as otherwise approved by KCHD, all wells must be located on the unit being served, horizontally isolated 50 feet from sources of contamination including any component of the septic system, septic tanks, and sewage lift vaults. All wells must be 10 feet from property boundaries, buried sewers, easements, right-of-way, and building drains.
- It will be the responsibility of the co-owner to install and maintain the water supply system in good order and working condition and comply with all applicable governmental regulations and neither the developer nor the association will have any responsibility with respect to the same.
- Due to elevated levels of hardness and iron, water treatment systems may be necessary. Discharge of said water treatment system backwash cannot be directed into the building sewer, septic tanks, or disposal areas. The owner of each unit shall make provisions for a separate drainage system to properly dispose of water treatment system backwash.

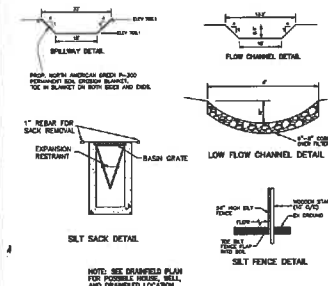
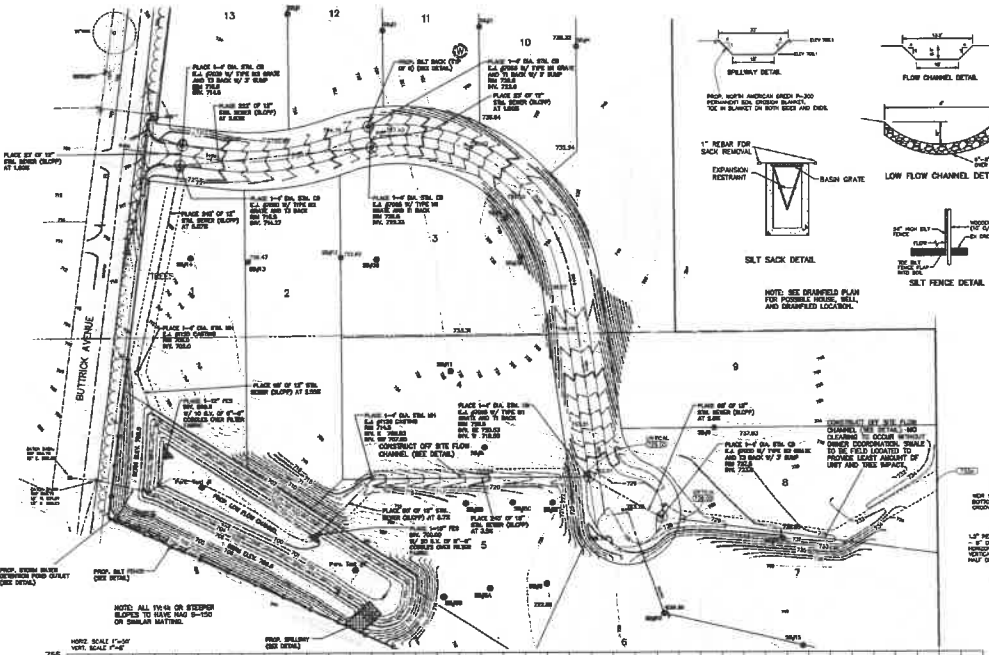
KCHD requests that this portion (well/septic language) of the document not be recorded until approved and stamped by this office. Upon receipt of the approved, recorded document (well/septic language), final Health Department approval can be granted. If you have any questions, please contact me at 616-204-2375.

Sincerely,



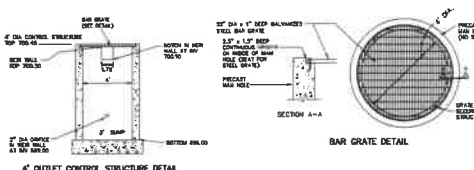
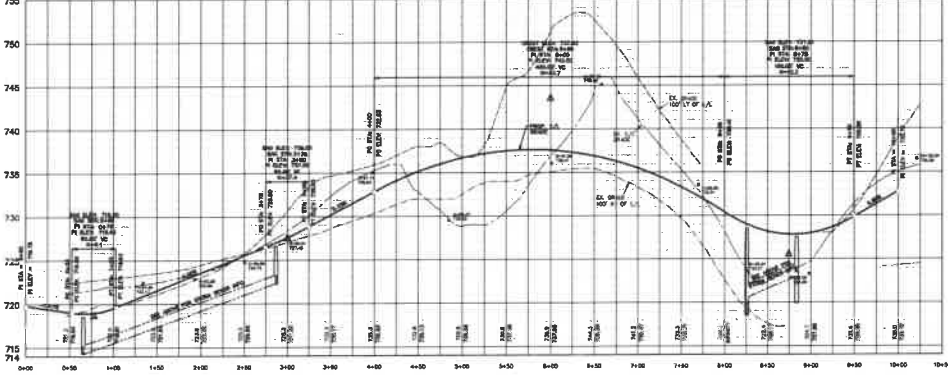
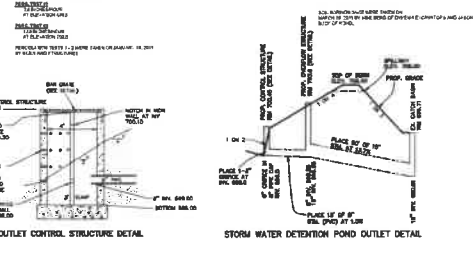
Jason E. Buck, REHS  
Sanitarian Specialist  
Environmental Health Division

cc: Steve Peterson, Cascade Charter Township Planner  
Jeff Van Laar, Exxel Engineering



**NONREINFORCED WALL DETAILS**

<b>SECTION 1.1</b>	12" CONCRETE WALL	<b>SECTION 1.2</b>	6" CONCRETE WALL
<b>SECTION 1.3</b>	12" CONCRETE WALL	<b>SECTION 1.4</b>	6" CONCRETE WALL
<b>SECTION 1.5</b>	12" CONCRETE WALL	<b>SECTION 1.6</b>	6" CONCRETE WALL
<b>SECTION 1.7</b>	12" CONCRETE WALL	<b>SECTION 1.8</b>	6" CONCRETE WALL
<b>SECTION 1.9</b>	12" CONCRETE WALL	<b>SECTION 1.10</b>	6" CONCRETE WALL
<b>SECTION 1.11</b>	12" CONCRETE WALL	<b>SECTION 1.12</b>	6" CONCRETE WALL
<b>SECTION 1.13</b>	12" CONCRETE WALL	<b>SECTION 1.14</b>	6" CONCRETE WALL
<b>SECTION 1.15</b>	12" CONCRETE WALL	<b>SECTION 1.16</b>	6" CONCRETE WALL
<b>SECTION 1.17</b>	12" CONCRETE WALL	<b>SECTION 1.18</b>	6" CONCRETE WALL
<b>SECTION 1.19</b>	12" CONCRETE WALL	<b>SECTION 1.20</b>	6" CONCRETE WALL
<b>SECTION 1.21</b>	12" CONCRETE WALL	<b>SECTION 1.22</b>	6" CONCRETE WALL
<b>SECTION 1.23</b>	12" CONCRETE WALL	<b>SECTION 1.24</b>	6" CONCRETE WALL
<b>SECTION 1.25</b>	12" CONCRETE WALL	<b>SECTION 1.26</b>	6" CONCRETE WALL
<b>SECTION 1.27</b>	12" CONCRETE WALL	<b>SECTION 1.28</b>	6" CONCRETE WALL
<b>SECTION 1.29</b>	12" CONCRETE WALL	<b>SECTION 1.30</b>	6" CONCRETE WALL
<b>SECTION 1.31</b>	12" CONCRETE WALL	<b>SECTION 1.32</b>	6" CONCRETE WALL
<b>SECTION 1.33</b>	12" CONCRETE WALL	<b>SECTION 1.34</b>	6" CONCRETE WALL
<b>SECTION 1.35</b>	12" CONCRETE WALL	<b>SECTION 1.36</b>	6" CONCRETE WALL
<b>SECTION 1.37</b>	12" CONCRETE WALL	<b>SECTION 1.38</b>	6" CONCRETE WALL
<b>SECTION 1.39</b>	12" CONCRETE WALL	<b>SECTION 1.40</b>	6" CONCRETE WALL
<b>SECTION 1.41</b>	12" CONCRETE WALL	<b>SECTION 1.42</b>	6" CONCRETE WALL
<b>SECTION 1.43</b>	12" CONCRETE WALL	<b>SECTION 1.44</b>	6" CONCRETE WALL
<b>SECTION 1.45</b>	12" CONCRETE WALL	<b>SECTION 1.46</b>	6" CONCRETE WALL
<b>SECTION 1.47</b>	12" CONCRETE WALL	<b>SECTION 1.48</b>	6" CONCRETE WALL
<b>SECTION 1.49</b>	12" CONCRETE WALL	<b>SECTION 1.50</b>	6" CONCRETE WALL
<b>SECTION 1.51</b>	12" CONCRETE WALL	<b>SECTION 1.52</b>	6" CONCRETE WALL
<b>SECTION 1.53</b>	12" CONCRETE WALL	<b>SECTION 1.54</b>	6" CONCRETE WALL
<b>SECTION 1.55</b>	12" CONCRETE WALL	<b>SECTION 1.56</b>	6" CONCRETE WALL
<b>SECTION 1.57</b>	12" CONCRETE WALL	<b>SECTION 1.58</b>	6" CONCRETE WALL
<b>SECTION 1.59</b>	12" CONCRETE WALL	<b>SECTION 1.60</b>	6" CONCRETE WALL
<b>SECTION 1.61</b>	12" CONCRETE WALL	<b>SECTION 1.62</b>	6" CONCRETE WALL
<b>SECTION 1.63</b>	12" CONCRETE WALL	<b>SECTION 1.64</b>	6" CONCRETE WALL
<b>SECTION 1.65</b>	12" CONCRETE WALL	<b>SECTION 1.66</b>	6" CONCRETE WALL
<b>SECTION 1.67</b>	12" CONCRETE WALL	<b>SECTION 1.68</b>	6" CONCRETE WALL
<b>SECTION 1.69</b>	12" CONCRETE WALL	<b>SECTION 1.70</b>	6" CONCRETE WALL
<b>SECTION 1.71</b>	12" CONCRETE WALL	<b>SECTION 1.72</b>	6" CONCRETE WALL
<b>SECTION 1.73</b>	12" CONCRETE WALL	<b>SECTION 1.74</b>	6" CONCRETE WALL
<b>SECTION 1.75</b>	12" CONCRETE WALL	<b>SECTION 1.76</b>	6" CONCRETE WALL
<b>SECTION 1.77</b>	12" CONCRETE WALL	<b>SECTION 1.78</b>	6" CONCRETE WALL
<b>SECTION 1.79</b>	12" CONCRETE WALL	<b>SECTION 1.80</b>	6" CONCRETE WALL
<b>SECTION 1.81</b>	12" CONCRETE WALL	<b>SECTION 1.82</b>	6" CONCRETE WALL
<b>SECTION 1.83</b>	12" CONCRETE WALL	<b>SECTION 1.84</b>	6" CONCRETE WALL
<b>SECTION 1.85</b>	12" CONCRETE WALL	<b>SECTION 1.86</b>	6" CONCRETE WALL
<b>SECTION 1.87</b>	12" CONCRETE WALL	<b>SECTION 1.88</b>	6" CONCRETE WALL
<b>SECTION 1.89</b>	12" CONCRETE WALL	<b>SECTION 1.90</b>	6" CONCRETE WALL
<b>SECTION 1.91</b>	12" CONCRETE WALL	<b>SECTION 1.92</b>	6" CONCRETE WALL
<b>SECTION 1.93</b>	12" CONCRETE WALL	<b>SECTION 1.94</b>	6" CONCRETE WALL
<b>SECTION 1.95</b>	12" CONCRETE WALL	<b>SECTION 1.96</b>	6" CONCRETE WALL
<b>SECTION 1.97</b>	12" CONCRETE WALL	<b>SECTION 1.98</b>	6" CONCRETE WALL
<b>SECTION 1.99</b>	12" CONCRETE WALL	<b>SECTION 1.100</b>	6" CONCRETE WALL



**PRELIMINARY SCHEMATIC PLAN**  
**MONEYVILLE HILL**  
 FOR: OYDEMA EXCAVATORS  
 ATTN: MIKE BERG  
 1720 S. HILL ROAD  
 GRAND RAPIDS, MI 49503

DATE: 08/14/13  
 DRAWN BY: J. BERG  
 CHECKED BY: J. BERG  
 SCALE: 1" = 50'

**W&A Engineering, Inc.**  
 1111 1/2 W. State Street  
 Grand Rapids, MI 49503  
 Phone: 616-941-1111  
 Fax: 616-941-1112  
 www.wandaeng.com

**SHEET 1 OF 1**



Kent County Road Commission  
 1500 Scribner NW  
 Grand Rapids, MI 49504-0000  
 Phone: 616-242-6920  
 Fax: 616-336-4397

Permit No.  
 Issue Date

2019-040721  
07/02/2019

**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN  
 WITHIN THE RIGHT-OF-WAY OF; OR TO CLOSE, A COUNTY ROAD  
 Commercial Dwy**

<b>APPLICANT</b>	Dykema Excavators Inc. 1730 3 Mile Rd. N.E. Grand Rapids, MI 49505-0000	<b>CONTRACTOR</b>	
------------------	---	-------------------	--

Applicant/Contractor requests a permit for the following work within the right of way of a county road:  
**Commercial - Commercial Dwy**

LOCATION: County Road 4900 Buttrick Ave. Between \_\_\_\_\_ And \_\_\_\_\_

Municipality: CASCADE TOWNSHI Section \_\_\_\_\_ Side of Road \_\_\_\_\_ Property ID \_\_\_\_\_

DATE: Work to begin on 7/2/19 Work to be completed by 7/2/20 Plat \_\_\_\_\_ Lot \_\_\_\_\_

I certify and acknowledge that (1) the information contained in this application is true and correct, (2) the commencement of the work described in this application shall constitute acceptance of the permit as issued, including all terms and conditions thereof and, (3) if this permit is for commercial or residential driveway work, I am the legal owner of the property that this driveway will serve, or I am the authorized representative.

**PERMIT**

The term "Permit Holder" in the terms and conditions set forth on the reverse side hereof, refers to the applicant and the contractor, where applicable. By performing work under this permit, the Permit Holder acknowledges and agrees that this permit is subject to all the rules, regulations, terms and conditions set forth herein, including on the reverse side hereof. Failure to comply with any of said rules, regulations, terms and conditions shall render this permit NULL AND VOID.

<b>REQUIREMENTS</b>	<b>FEE TYPE</b>	<b>AMOUNT</b>	<b>RECEIPT NO</b>	<b>DATE</b>		<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
	Letter of Credit					<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
	Surety Bond	<u>20,000</u>				<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N
	Retainer Letter					<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
	Approved Plans on File			<u>19-031</u>		<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N
	Certificate of Insurance					<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
	Attachments/Supplemental Specifications					<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
	Other To Be Billed						

OTHER REQUIREMENTS:

**WORK TO BE COMPLETED AS PER ATTACHED APPLICATION. PROPER TEMPORARY TRAFFIC SIGNING TO BE IN ACCORDANCE WITH CURRENT MMUTCD MANUAL. FORMS TO BE CHECKED BEFORE CONCRETE IS POURED.**

## TERMS AND CONDITIONS

1. **Specifications.** All work performed under this permit must be done in accordance with the application, plans, specifications, maps and statements filed with the County Road Commission ("Road Commission") and must comply with the Road Commission's current procedures and regulations on file at its offices and the current MDOT Standard Specifications for Construction, if applicable.
2. **Fees and Costs.** The Permit Holder shall be responsible for all costs incurred by the Road Commission in connection with this permit and shall deposit estimated fees and costs as determined by the Road Commission, at the time the permit is issued.
3. **Bond.** The Permit Holder shall provide a cash deposit, irrevocable letter of credit or bond in a form and amount acceptable to the Road Commission at the time permit is issued.
4. **Insurance.** The Permit Holder shall furnish proof of general liability insurance in amounts not less than \$1,000,000 each occurrence and general aggregate, proof of automobile liability in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$500,000 for bodily injury per person. Such proof of insurance shall include a valid certificate of insurance demonstrating that the Road Commission is an additional insured party on the policy. Such insurance shall cover a period not less than the term of this permit and shall provide that it cannot be cancelled without 30 days advance written notice to the Road Commission, by certified mail, first-class, return receipt requested. This permit is invalid if insurance expires during the authorized period of work described herein.
5. In addition to any other liability or obligation that may otherwise exist, the Permit Holder, to the fullest extent permitted by law, shall indemnify and hold harmless the Road Commission and its agents and employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the work performed including claims, damages, losses, and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Permit Holder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein.
6. **Miss Dig.** The Permit Holder must comply with the requirements of Act 53 of Public Acts of 1974, as amended. CALL MISS DIG AT (800) 482-7171 or [www.missdig.org](http://www.missdig.org) AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS, BEFORE YOU START WORK. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
7. **Notification of Start and Completion of Work.** The Permit Holder must notify the Road Commission at least 48 hours before starting work, when work is completed, and additionally as directed by the Road Commission.
8. **Time Restrictions.** All work shall be performed Mondays through Fridays between and unless written approval is obtained from the Road Commission, and work shall be performed only during the period set forth in this permit. Perform no work except emergency work, unless authorized by the Road Commission on Saturdays, Sundays, or from on the day proceeding until the normal starting time the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
9. **Safety.** Furnish, install and maintain all necessary traffic controls and protection during Permit Holder's operations in accordance with the Manual of Uniform Traffic Control Devices, Part 6 and any supplemental specifications set forth herein.
10. **Restoration and Repair of Road.** The construction, operation and maintenance of the activity covered by this permit shall be performed by the Permit Holder without cost to the Road Commission unless specified herein. The Permit Holder shall also be responsible for the cost of restoration and repair of the right-of-way determined by the Road Commission to be damaged as a result of the activity which is the subject of this permit. Restoration shall meet or exceed conditions when work is commenced and be in accordance with specifications. The Permit Holder shall be responsible for costs incurred by the Road Commission for emergency repairs performed by or on behalf of the Road Commission for the safety of the motoring public. Said repairs shall be performed with or without notice to the Permit Holder if immediate action is required. This determination shall be in the sole and reasonable opinion of the Road Commission.
11. **Limitation of Permit.** Issuance of this permit does not relieve Permit Holder from meeting any and all requirements of law, or of other public bodies or agencies. The Permit Holder shall be responsible for securing and shall secure any other permits or permission necessary or required by law from cities, villages, townships, corporations, property owners, or individuals for the activities hereby permitted. Any work not described by the application, including the time and place thereof, is strictly prohibited in the absence of the application for and issuance of an additional permit or amendment to this permit.
12. **Revocation of Permit.** This permit may be suspended or revoked at will, and the Permit Holder shall surrender this permit and alter, relocate or remove its facilities at its expense at the request of the Road Commission. It is understood that the rights granted herein are revocable at the will of the Road Commission and that the Permit Holder acquires no rights in the right-of-way and expressly waives any right to claim damages or compensation in case this permit is revoked.
13. **Assignability.** This permit is not assignable and not transferable unless specifically agreed to by the Road Commission.
14. **Authority.** The statutory authority of the Road Commission to require compliance with permit requirements is predicated upon its jurisdictional authority and is set forth in various statutes including, without limitation and in no particular order, MCL

(LIFT)  
 21AA NATURAL)  
 E (CIP) (MDOT CLASS II)



www.CALL811.com

**THIS PERMIT FOR DRIVE ACCESS ONLY - A UTILITY PERMIT AND SOIL EROSION PERMIT MAY BE REQUIRED.**

**NOTE: NO WORK REQUIRING LANE CLOSURES SHALL BE PERFORMED BETWEEN NOVEMBER 1st AND APRIL 1st UNLESS APPROVED BY THE KENT COUNTY ROAD COMM.**

IT CONDITIONS- COVERED OR REMOVED.  
 D. ARE APPROXIMATE AND MAY NEED

INITIAL SIGNING SEQUENCE IN THE WORK IS SIGN AND THE QUANTITIES SHALL BE

S IN THE TAPER AREA(S) SHOULD BE 15 MILES PER HOUR IN THE PARALLEL AREA(S).

LASTIC DRUMS.  
 IN SELECTED, THE TYPE A WARNING SIDE OF THE SIGN NEAREST THE ROADWAY.

AND LIGHTING REQUIREMENTS  
 E 2005 EDITION OF THE  
 EDITION OF THE STANDARD  
 BLE SPECIAL PROVISIONS.

PERSON SHOULD BE DESIGNATED AS HEAD

REGULATING PROCEDURES SHALL CONFORM  
 C CONTROL DEVICES (MUTCD) AND THE  
 RS INSTRUCTION MANUAL."

APPROPRIATE LIGHTING SHALL BE  
 TIONS.

MORE THAN 2 MILES IN LENGTH UNLESS  
 RAFFIC. ALL SEQUENCES OF MORE THAN 2  
 ER BEFORE PROCEEDING.

PPING CENTERS, MOBILE HOME PARKS, ETC.)  
 FIC REGULATORS AND APPROPRIATE

E USED WHEN TRAFFIC VOLUMES ARE

TRAFFIC WILL BE PAID FOR AS PART OF

L BE PLACED AFTER EACH MAJOR  
 D IS IN EFFECT, AND AT INTERVALS  
 E REDUCED SPEED ARE MORE THAN

LOWAL SPEED LIMIT SIGNS RETURNING  
 OF THE REDUCED SPEED AS INDICATED.  
 PEED LIMIT SHALL BE STEPPED DOWN IN NO

XC OF THE ROAD SO THAT THEY ARE SEEN  
 EXTENDING THE BEGINNING OF THE LANE  
 ES.

TYPICAL TEMPORARY TRAFFIC CONTROL FOR  
 A TWO-LANE TWO-WAY ROADWAY WHERE ONE  
 LANE IS CLOSED UTILIZING TRAFFIC  
 REGULATORS AND USING A SINGLE STEP  
 DOWN IN SPEED LIMIT

JUNE 2006	NO150a	SHEET
PLAN DATES		2 OF 2
KENT COUNTY ROAD COMMISSION		

6/26/19

**KENT COUNTY ROAD COMMISSION DRIVEWAY PLAN FOR:**

**DYKEMA LP**  
**APPROX. 4900 BUTTRICK AVE.**

*Cas. Twp.*

*Wagon*  
**KCRC DEPUTY MANAGING DIRECTOR - ENGINEERING**

**DATE**

*6/25/19*

*Wagon*  
**KCRC DIRECTOR OF TRAFFIC & SAFETY**

**DATE**

*6/25/19*

*2019-040721*  
**PERMIT NUMBER ISSUED**

**DATE**

*7/2/19*

**PLAN NUMBER:**

**19-031**



STAFF REPORT: Case # 19-3538  
REPORT DATE: August 7, 2019  
PREPARED FOR: Cascade Charter Township Planning Commission  
MEETING DATE: August 12, 2019  
PREPARED BY: Steve Peterson, Community Development Director

APPLICANT:  
Scott Geerlings  
8516 Homestead Ave Suite 102  
Zeeland MI 49464

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STATUS

OF APPLICANT: owner.

REQUESTED ACTION: Site Plan Review for a new 65,000 tire distribution warehouse.

EXISTING ZONING OF SUBJECT PARCEL: TI, Transitional Industrial

GENERAL LOCATION: On Kraft Ave just north of 60<sup>th</sup> St.

PARCEL SIZE: 6.8 Acres

EXISTING LAND USE ON THE PARCEL: Vacant

ADJACENT AREA LAND USES:  
Vacant

ZONING ON ADJOINING PARCELS:  
Transitional Industrial

STAFF COMMENTS:

1. The applicant is requesting site plan approval to construct a new 65,000 sq ft industrial building for a tire distribution warehouse. The site plan was reviewed under Section 21.07 of the Site Plan Review Chapter of the Zoning Ordinance.
2. They will also be developing a new private road to accommodate their development as well as some future development. The developer will need to

meet our private road standards as well as get the street name approved by the KCRC. The KCRC has already provided comment.

3. In addition, they will need approval from the neighbor for the access off from the private road since the eastern most drive is outside the private road easement.
4. The applicant is also designing the storm water system with detention ponds on the neighboring property to the south.
5. They have provided a recorded document with the other property owners for access utilities and storm water.
6. The applicant will also be extending sewer and water in the new road. This will require approval from the City of GR. They have already had the plans reviewed by the city
7. The applicant has indicated that they would like a reduction in parking. The zoning ordinance has a few categories for industrial uses. Since you can't approve a reduction, what they really meant to ask is that we apply the "other industrial uses" category for parking which requires 1 space per employee. It would seem appropriate to me given the proposed use.
8. We don't typically talk about signage for site plan approval. it should be noted that this property will NOT be permitted a sign on Kraft Ave since they have no frontage.
9. They will need to provide a photometric plan showing compliance with our lighting standards. They currently show a few spots over 5-foot candles.
10. The site plan has been reviewed and approved by the Fire Department. The applicant was made aware that they will have to add a private hydrant.
11. The Gerald R Ford Airport staff has been made aware of the project and has indicated only the need for construction permits.

**Section 21.07: Criteria For Site Plan Approval:**

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

1. Whether the required information has been furnished in sufficiently complete and understandable form to allow an accurate description of the proposed use(s) and structure(s) in terms of density, location, area, height, bulk, placement, setbacks, performance characteristics, parking, and traffic circulation.
2. Whether there are ways in which the configuration of uses and structures can be changed which would improve the impact of the development on adjoining and nearby properties, persons, and activities, and on the community, while allowing reasonable use of the property within the scope of district regulations and other regulations of this Ordinance that are applicable to the property and proposed use and structures.

3. The extent to which natural features and characteristics of the large trees, natural groves, watercourses, and similar will be preserved; the regard given to existing natural features that would add attractiveness to the property and environs if they were preserved; the preservation of natural drainage systems the dedication and/or provision, where appropriate, of scenic easements, natural buffering, and other techniques for preservation and enhancement of the physical environment.

STAFF RECOMMENDATION:

Staff is recommending Site Plan Approval for the 65,000 sq. ft. building under the following conditions:

1. Provide a photometric site plan in compliance.
2. Record the storm water maintenance agreement.
3. Approval from the neighboring property owners for access.
4. Submit all of the required documents to show compliance with our private street ordinance.
5. Comply with the township engineer's letter dated August 6, 2019



# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan  
49546-7140

## PLANNING & ZONING APPLICATION

**APPLICANT:** Name: 5784 Kraft Avenue, LLC attn: Scott Geerlings  
 Address: 8516 Homestead Avenue, Suite 102  
 City & Zip Code Zeeland, MI 49464  
 Telephone: (616) 772-6070  
 Email Address: sgeerlings@midwestbuild.com

**OWNER: \* (If different from Applicant)**  
 Name: Same as Applicant  
 Address: \_\_\_\_\_  
 City & Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

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

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

BRIEFLY DESCRIBE YOUR REQUEST:\*\*

Request is for Site Plan Review; Private Road Approval + a Stormwater Permit

(\*\*Use Attachments if Necessary)  
-SEE OTHER SIDE-

**LEGAL DESCRIPTION OF PROPERTY\*\*:**

Please See Attached.

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(\*\*Use Attachments if Necessary)

PERMANENT PARCEL (TAX) NUMBER: 41-19 32-300-043

ADDRESS OF PROPERTY: 5784 Kraft Ave. SE, Cascade, MI 49546

PRESENT USE OF THE PROPERTY: Industrial; Vacant

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

Name(s)

Address(es)

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**SIGNATURES**

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

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

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

Applicant – Print or Type Name

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

Applicant’s Signature & Date

*Scott Geerlings*  
*[Signature]*

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

August 6, 2019  
Project No. 170168

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

Re: National Tire Warehouse  
Site Plan Review

Dear Steve:

We have reviewed the site plan for National Tire Warehouse, located at 5784 Kraft Avenue, prepared by Nederveld. The current site plan and the basis of this review are dated July 3, 2019. The proposed project is a 65,000 square-foot industrial warehouse building, new private road, water and sanitary sewer main extensions, stormwater management facilities, and other associated site improvements. The site plan contains three separate parcels under different ownership; 5784, 5726, and 5824 Kraft Avenue. An existing recorded easement agreement provides for the shared access, utilities, and stormwater management between the properties. The site is in the Plaster Creek watershed, sub-drainage district 60th Street.

## Stormwater and Drainage

### Flood Control

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

The overall site, three separate parcels, will be developed in phases. This site plan submittal is for Phase 1 of the development. The proposed stormwater design for Phase 1 of the development is to construct two detention basins for that portion of the site being developed in Phase 1 and the private road. The two detention basins are located on the southernmost parcel, 5824 Kraft Avenue. As future development takes place, the two detention basins will be enlarged accordingly.

The stormwater detention basins are sized for the 25-year storm event and a release rate of 0.13 cfs/acre for Phase 1 of the development. As future development takes place, the detention basin outlet structures will need to be upgraded to maintain the 0.13 cfs/acre release rate. This will involve modifying the orifice openings in the outlet control structure weir walls. The emergency spillways for each detention basin are sized for full buildout of the three parcels.

The two stormwater detention basins discharge to an existing pond and wetland located on the southernmost parcel, 5824 Kraft Avenue. The existing pond drains to the west by open channel and 36-inch culvert beneath Kraft Avenue.

Offsite stormwater drainage enters the site from the east but does not impact Phase 1 of the development. Offsite drainage should be routed around onsite stormwater facilities and detention basins for future development.

The proposed stormwater management design is in accordance with the Township SWO.



## **Water Quality Control**

The SWO requires the first 0.5 inch of stormwater runoff be detained and released over a 24-hour period. The detention basins are designed with outlet control structures and low flow outlets to detain the first 0.5 inch of runoff from the site and release it over a 24-hour period. The proposed design is in accordance with the Township SWO. As future development takes place on the remaining undeveloped parcels, the outlet control structures will need to be modified to meet the water quality control requirements for the total developed area.

## **Stormwater Runoff**

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

## **Drainage Plan**

The applicant has submitted plans, calculations, and additional documentation as required in SWO Section 2.03, Drainage Plan. Please refer to the attached checklist for items and comments on each item. Please note a maintenance agreement is required before construction begins. The agreement should be submitted to the Township for review. The maintenance agreement and plan should include at a minimum landscape maintenance of the detention basins, cleaning of catch basin sumps, sediment and debris removal from the detention basins and outlet structures.

An existing recorded easement agreement between the properties provides for the shared maintenance of stormwater facilities. The maintenance agreement should include all property owners.

## **Utilities**

The proposed project includes new public 12-inch water main and 12-inch sanitary sewer main extensions along the private drive. The applicant has coordinated the utility design with the City of Grand Rapids (City). City and Michigan Department of Environment, Great Lakes, and Energy (EGLE) permits will be required for the water main and sanitary sewer main extensions prior to construction.

## **Soil Erosion and Sedimentation Control**

Soil Erosion and Sedimentation Control (SESC) measures are provided on the plan drawings. The applicant has included silt fence along the limits of clearing and grading, mulch blanket on steep slopes, and silt sacks in catch basins. SESC falls under the review and approval of the Kent County Road Commission and a permit is required before construction can begin. If the disturbed area on the site exceeds five acres, a Notice of Coverage is required with EGLE. The SESC measures indicated on the drawings appear appropriate, given the expected work.

Mr. Steve Peterson  
Page 3  
August 6, 2019



## Summary

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

If you have any questions or require additional information, please contact me at 616.464.3786 or [nrtorrey@ftch.com](mailto:nrtorrey@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "N. Torrey", is positioned above the printed name.

Nathan R. Torrey, PE

jlk  
Attachments  
By email



**Cascade Charter Township**

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

*Reviewing Engineer Comments are Italicized*

*OK – Received and Acceptable*

*NA – Not Applicable*

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

**National Tire Warehouse**

Drainage Plan Checklist

- OK (1) Location of the development site and water bodies that will receive storm water runoff  
*All stormwater runoff from Phase 1 of the development is collected in two onsite detention basins. The detention basins discharge to an existing pond and wetland onsite that flows to the west through Kraft Avenue by 36-inch culvert.*
- OK (2) Existing and proposed topography of the development site, including the alignment and boundary of the natural drainage courses, with contours having a maximum interval of one foot (using USGS datum). The information shall be superimposed on the pertinent Kent County soil map  
*Existing and proposed contours have been provided.*
- OK (3) Development tributary area to each point of discharge from the development  
*Stormwater calculations and tributary areas were provided by the applicant.*
- OK (4) Calculations for the final peak discharge rates  
*The applicant provided calculations for design of the onsite storm sewer system, detention basins and outlet control structures.*
- OK (5) Calculations for any facility or structure size and configuration  
*Stormwater runoff calculations were provided by the applicant.*
- OK (6) Drawing showing all proposed storm water runoff facilities with existing and final grades  
*The applicant provided a utility plan showing all proposed stormwater runoff facilities.*
- OK (7) The sizes and locations of upstream and downstream culverts serving the major drainage routes flowing into and out of the development site. Any significant off-site and on-site drainage outlet restrictions other than culverts should be noted on the drainage map  
*Offsite drainage enters the site from the east but does not impact Phase 1 of the development. Future development will need to accommodate for the offsite drainage.*
- OK (8) An implementation plan for construction and inspection of all storm water runoff facilities necessary to the overall drainage plan, including a schedule of the estimated dates of completing construction of the storm water runoff facilities shown on the plan and an identification of the proposed inspection procedures to ensure that the storm water runoff facilities are constructed in accordance with the approved drainage plan  
*A construction schedule was included on the plans.*



OK (9) Plan to ensure the effective control of construction site storm water runoff and sediment track-out onto roadways

*The SESC measures shown on the plan appear appropriate given the expected work. SESC falls under the review and approval of the KCRC and a permit is needed before construction can begin.*

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

*The applicant provided calculations and design details for construction of the onsite storm sewer system and detention basins.*

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

*Maintenance agreement was not provided and is required. All property owners should be included in the maintenance agreement.*

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

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

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

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

PROPERTY LOCATION MAP  
National Tire Wholesale - 5784 Kraft Avenue SE



## NARRATIVE

National Tire Wholesale - 5784 Kraft Avenue SE



The proposed use of the site is for a 65,000sf tire distribution warehouse. This new facility is a relocation and expansion of an existing leased space at 640 44<sup>th</sup> Street in Wyoming. National Tire Wholesale will operate a distribution center that will be stocked by over the road tractor trailers that will drop directly to the warehouse. There will be local pick-up and delivery service from the warehouse by smaller box trucks.

There will be approximately 20 warehouse personnel total in the building. The Township parking requirements in Chapter 19, Table 19-B are 0.67 parking spaces per 1,000 sf of building floor area. For the 65,000sf building this would require 44 parking spaces. Given that only 20 employees are planned for the facility, the proposed site plan is only proposing 30 parking spaces. We request the Planning Commission approve a reduction in parking from what is otherwise required by the ordinance.

National Tire Wholesale provides a wide selection of major and private label brands, exceptional dealer support, exclusive programs, promotions, easy online ordering, delivery, quality equipment, tools and supplies.

There are two existing easements for shared access and shared stormwater facilities associated with this property. These two documents are provided for Township review and both will be amended following site plan approval so that the easement locations are in the final approved locations contemplated on the site plan.









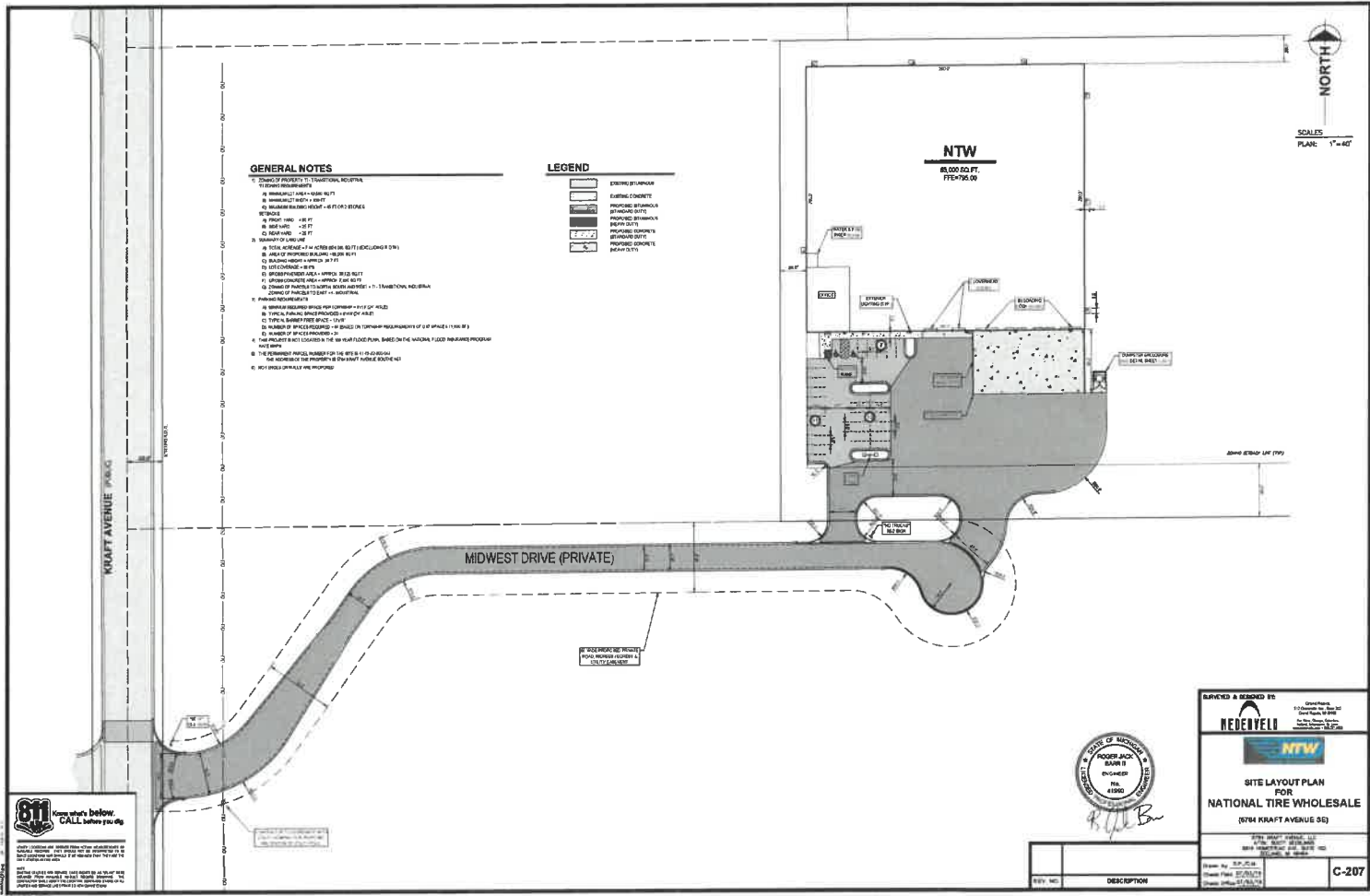
NORTH  
 SCALE: 1"=40'

**NTW**  
 85,000 SQ. FT.  
 1770-1785.00

- GENERAL NOTES**
1. OWNER OF PROPERTY IS: TRANSITIONAL INDUSTRIAL TRUSTS (INDUSTRIAL TRUSTS)
  2. EXISTING BUILDING:
    - a. EXISTING CONCRETE
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  88. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  89. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  90. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  91. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  92. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  93. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  94. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  95. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  96. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  97. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  98. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  99. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE
  100. EXISTING DRIVEWAY:
    - a. EXISTING ASPHALT
    - b. EXISTING CONCRETE

**LEGEND**

[Symbol]	EXISTING BUILDING
[Symbol]	EXISTING CONCRETE
[Symbol]	EXISTING BRICK/CLAY
[Symbol]	EXISTING ASPHALT
[Symbol]	EXISTING CONCRETE DRIVEWAY
[Symbol]	EXISTING ASPHALT DRIVEWAY
[Symbol]	PROPOSED CONCRETE DRIVEWAY
[Symbol]	PROPOSED ASPHALT DRIVEWAY



**811** *Know what's below. CALL before you dig.*

Call 811 to report a problem or to request a utility location. The 811 system is a national emergency service that provides a fast and efficient way to report a problem or to request a utility location. The 811 system is a national emergency service that provides a fast and efficient way to report a problem or to request a utility location.



**REDVELLO**

**NTW**

**SITE LAYOUT PLAN FOR NATIONAL TIRE WHOLESALE (8784 KRAFT AVENUE SE)**

8784 KRAFT AVENUE SE  
 GRAND RAPIDS, MI 49508  
 (616) 233-8888  
 WWW.REDVELLO.COM

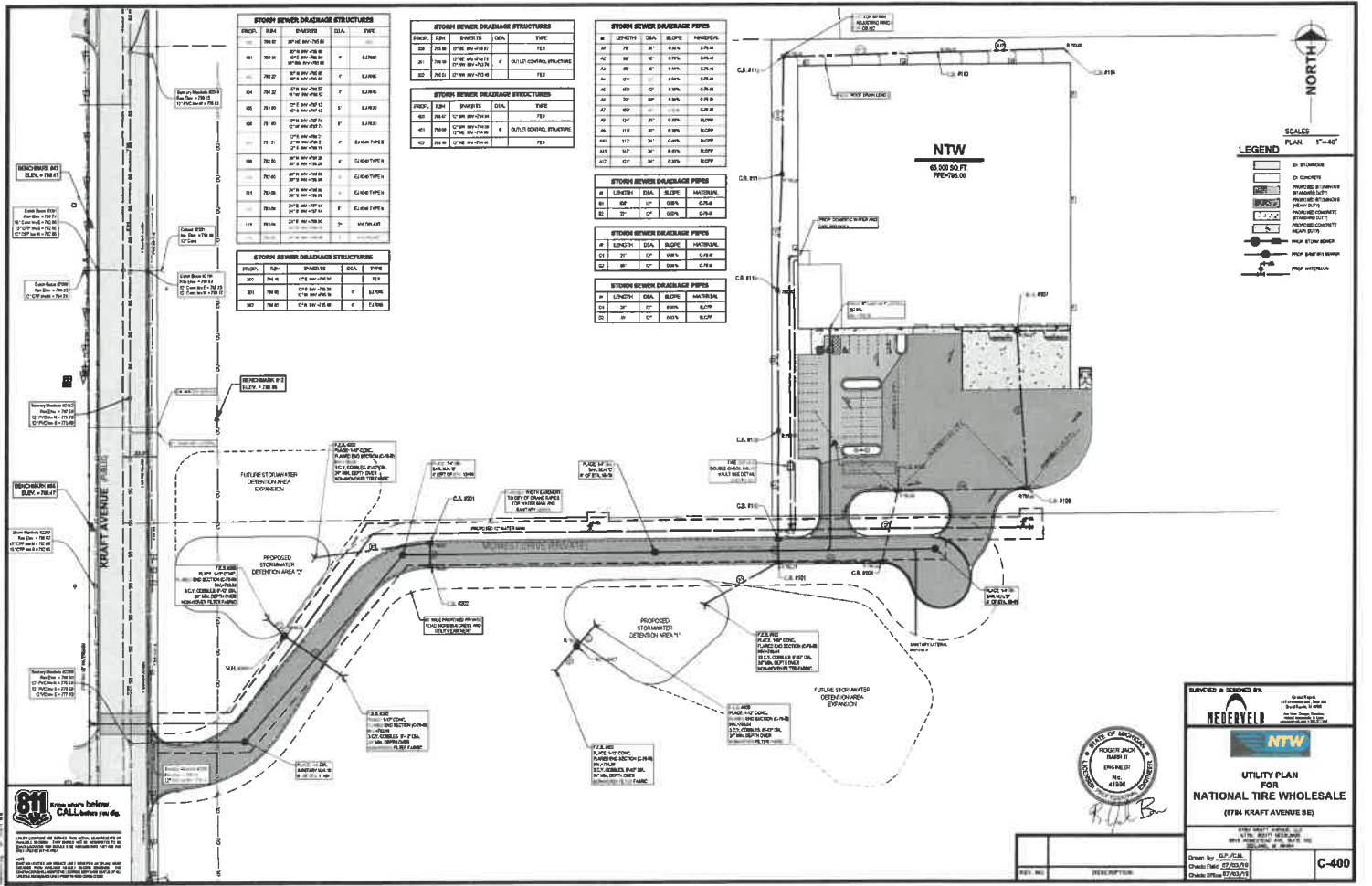
Drawn By: R.J.B. (18)  
 Check Date: 12/15/18  
 Scale: 1"=40'

**C-207**

REV. NO.	DESCRIPTION







**STORM SEWER DRAINAGE STRUCTURES**

INVERT	SIZE	INVERT	DETA	TYPE
101	36" DIA.	101.00	101.00	1
102	36" DIA.	102.00	102.00	1
103	36" DIA.	103.00	103.00	1
104	36" DIA.	104.00	104.00	1
105	36" DIA.	105.00	105.00	1
106	36" DIA.	106.00	106.00	1
107	36" DIA.	107.00	107.00	1
108	36" DIA.	108.00	108.00	1
109	36" DIA.	109.00	109.00	1
110	36" DIA.	110.00	110.00	1
111	36" DIA.	111.00	111.00	1
112	36" DIA.	112.00	112.00	1
113	36" DIA.	113.00	113.00	1
114	36" DIA.	114.00	114.00	1
115	36" DIA.	115.00	115.00	1
116	36" DIA.	116.00	116.00	1
117	36" DIA.	117.00	117.00	1
118	36" DIA.	118.00	118.00	1
119	36" DIA.	119.00	119.00	1
120	36" DIA.	120.00	120.00	1
121	36" DIA.	121.00	121.00	1
122	36" DIA.	122.00	122.00	1
123	36" DIA.	123.00	123.00	1
124	36" DIA.	124.00	124.00	1
125	36" DIA.	125.00	125.00	1
126	36" DIA.	126.00	126.00	1
127	36" DIA.	127.00	127.00	1
128	36" DIA.	128.00	128.00	1
129	36" DIA.	129.00	129.00	1
130	36" DIA.	130.00	130.00	1

**STORM SEWER DRAINAGE STRUCTURES**

INVERT	SIZE	INVERT	DETA	TYPE
201	36" DIA.	201.00	201.00	1
202	36" DIA.	202.00	202.00	1
203	36" DIA.	203.00	203.00	1
204	36" DIA.	204.00	204.00	1
205	36" DIA.	205.00	205.00	1
206	36" DIA.	206.00	206.00	1
207	36" DIA.	207.00	207.00	1
208	36" DIA.	208.00	208.00	1
209	36" DIA.	209.00	209.00	1
210	36" DIA.	210.00	210.00	1
211	36" DIA.	211.00	211.00	1
212	36" DIA.	212.00	212.00	1
213	36" DIA.	213.00	213.00	1
214	36" DIA.	214.00	214.00	1
215	36" DIA.	215.00	215.00	1
216	36" DIA.	216.00	216.00	1
217	36" DIA.	217.00	217.00	1
218	36" DIA.	218.00	218.00	1
219	36" DIA.	219.00	219.00	1
220	36" DIA.	220.00	220.00	1

**STORM SEWER DRAINAGE STRUCTURES**

INVERT	SIZE	INVERT	DETA	TYPE
301	36" DIA.	301.00	301.00	1
302	36" DIA.	302.00	302.00	1
303	36" DIA.	303.00	303.00	1
304	36" DIA.	304.00	304.00	1
305	36" DIA.	305.00	305.00	1
306	36" DIA.	306.00	306.00	1
307	36" DIA.	307.00	307.00	1
308	36" DIA.	308.00	308.00	1
309	36" DIA.	309.00	309.00	1
310	36" DIA.	310.00	310.00	1
311	36" DIA.	311.00	311.00	1
312	36" DIA.	312.00	312.00	1
313	36" DIA.	313.00	313.00	1
314	36" DIA.	314.00	314.00	1
315	36" DIA.	315.00	315.00	1
316	36" DIA.	316.00	316.00	1
317	36" DIA.	317.00	317.00	1
318	36" DIA.	318.00	318.00	1
319	36" DIA.	319.00	319.00	1
320	36" DIA.	320.00	320.00	1

**STORM SEWER DRAINAGE PIPES**

#	LENGTH	DETA	SLOPE	MATERIAL
1	100'	100.00	0.50%	CPVC
2	100'	100.00	0.50%	CPVC
3	100'	100.00	0.50%	CPVC
4	100'	100.00	0.50%	CPVC
5	100'	100.00	0.50%	CPVC
6	100'	100.00	0.50%	CPVC
7	100'	100.00	0.50%	CPVC
8	100'	100.00	0.50%	CPVC
9	100'	100.00	0.50%	CPVC
10	100'	100.00	0.50%	CPVC
11	100'	100.00	0.50%	CPVC
12	100'	100.00	0.50%	CPVC
13	100'	100.00	0.50%	CPVC
14	100'	100.00	0.50%	CPVC
15	100'	100.00	0.50%	CPVC
16	100'	100.00	0.50%	CPVC
17	100'	100.00	0.50%	CPVC
18	100'	100.00	0.50%	CPVC
19	100'	100.00	0.50%	CPVC
20	100'	100.00	0.50%	CPVC

**STORM SEWER DRAINAGE PIPES**

#	LENGTH	DETA	SLOPE	MATERIAL
21	100'	100.00	0.50%	CPVC
22	100'	100.00	0.50%	CPVC
23	100'	100.00	0.50%	CPVC
24	100'	100.00	0.50%	CPVC
25	100'	100.00	0.50%	CPVC
26	100'	100.00	0.50%	CPVC
27	100'	100.00	0.50%	CPVC
28	100'	100.00	0.50%	CPVC
29	100'	100.00	0.50%	CPVC
30	100'	100.00	0.50%	CPVC
31	100'	100.00	0.50%	CPVC
32	100'	100.00	0.50%	CPVC
33	100'	100.00	0.50%	CPVC
34	100'	100.00	0.50%	CPVC
35	100'	100.00	0.50%	CPVC
36	100'	100.00	0.50%	CPVC
37	100'	100.00	0.50%	CPVC
38	100'	100.00	0.50%	CPVC
39	100'	100.00	0.50%	CPVC
40	100'	100.00	0.50%	CPVC

**STORM SEWER DRAINAGE PIPES**

#	LENGTH	DETA	SLOPE	MATERIAL
41	100'	100.00	0.50%	CPVC
42	100'	100.00	0.50%	CPVC
43	100'	100.00	0.50%	CPVC
44	100'	100.00	0.50%	CPVC
45	100'	100.00	0.50%	CPVC
46	100'	100.00	0.50%	CPVC
47	100'	100.00	0.50%	CPVC
48	100'	100.00	0.50%	CPVC
49	100'	100.00	0.50%	CPVC
50	100'	100.00	0.50%	CPVC
51	100'	100.00	0.50%	CPVC
52	100'	100.00	0.50%	CPVC
53	100'	100.00	0.50%	CPVC
54	100'	100.00	0.50%	CPVC
55	100'	100.00	0.50%	CPVC
56	100'	100.00	0.50%	CPVC
57	100'	100.00	0.50%	CPVC
58	100'	100.00	0.50%	CPVC
59	100'	100.00	0.50%	CPVC
60	100'	100.00	0.50%	CPVC

**STORM SEWER DRAINAGE PIPES**

#	LENGTH	DETA	SLOPE	MATERIAL
61	100'	100.00	0.50%	CPVC
62	100'	100.00	0.50%	CPVC
63	100'	100.00	0.50%	CPVC
64	100'	100.00	0.50%	CPVC
65	100'	100.00	0.50%	CPVC
66	100'	100.00	0.50%	CPVC
67	100'	100.00	0.50%	CPVC
68	100'	100.00	0.50%	CPVC
69	100'	100.00	0.50%	CPVC
70	100'	100.00	0.50%	CPVC
71	100'	100.00	0.50%	CPVC
72	100'	100.00	0.50%	CPVC
73	100'	100.00	0.50%	CPVC
74	100'	100.00	0.50%	CPVC
75	100'	100.00	0.50%	CPVC
76	100'	100.00	0.50%	CPVC
77	100'	100.00	0.50%	CPVC
78	100'	100.00	0.50%	CPVC
79	100'	100.00	0.50%	CPVC
80	100'	100.00	0.50%	CPVC

**STORM SEWER DRAINAGE PIPES**

#	LENGTH	DETA	SLOPE	MATERIAL
81	100'	100.00	0.50%	CPVC
82	100'	100.00	0.50%	CPVC
83	100'	100.00	0.50%	CPVC
84	100'	100.00	0.50%	CPVC
85	100'	100.00	0.50%	CPVC
86	100'	100.00	0.50%	CPVC
87	100'	100.00	0.50%	CPVC
88	100'	100.00	0.50%	CPVC
89	100'	100.00	0.50%	CPVC
90	100'	100.00	0.50%	CPVC
91	100'	100.00	0.50%	CPVC
92	100'	100.00	0.50%	CPVC
93	100'	100.00	0.50%	CPVC
94	100'	100.00	0.50%	CPVC
95	100'	100.00	0.50%	CPVC
96	100'	100.00	0.50%	CPVC
97	100'	100.00	0.50%	CPVC
98	100'	100.00	0.50%	CPVC
99	100'	100.00	0.50%	CPVC
100	100'	100.00	0.50%	CPVC

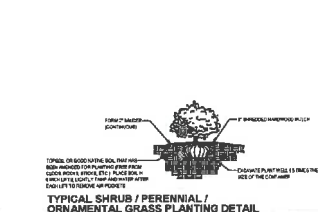
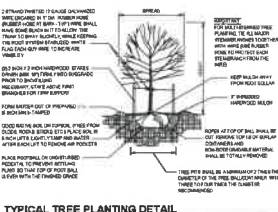
**LEGEND**

- STORM SEWER STRUCTURE
- STORM SEWER PIPE
- PROPOSED DETENTION AREA
- EXISTING DETENTION AREA
- PROPOSED DETENTION AREA EXPANSION
- PROPOSED DETENTION AREA REDUCTION
- PROPOSED DETENTION AREA CHANGE
- PROPOSED DETENTION AREA REMOVAL
- PROPOSED DETENTION AREA ADDITION
- PROPOSED DETENTION AREA DELETION
- PROPOSED DETENTION AREA MODIFICATION
- PROPOSED DETENTION AREA REVISION
- PROPOSED DETENTION AREA CORRECTION
- PROPOSED DETENTION AREA IMPROVEMENT
- PROPOSED DETENTION AREA ENHANCEMENT
- PROPOSED DETENTION AREA OPTIMIZATION
- PROPOSED DETENTION AREA EFFICIENCY
- PROPOSED DETENTION AREA EFFECTIVENESS
- PROPOSED DETENTION AREA EFFICIENCY IMPROVEMENT
- PROPOSED DETENTION AREA EFFECTIVENESS IMPROVEMENT
- PROPOSED DETENTION AREA EFFICIENCY AND EFFECTIVENESS IMPROVEMENT

**DESIGNED & DRAWN BY:**  
**NEDEVELL**  
**NTW**  
**UTILITY PLAN FOR NATIONAL TIRE WHOLESALE (1734 KRAFT AVENUE SE)**  
**ENGR. REG. NO. 41992**  
**DATE: 07/23/10**  
**SCALE: 1"=60'**  
**C-400**

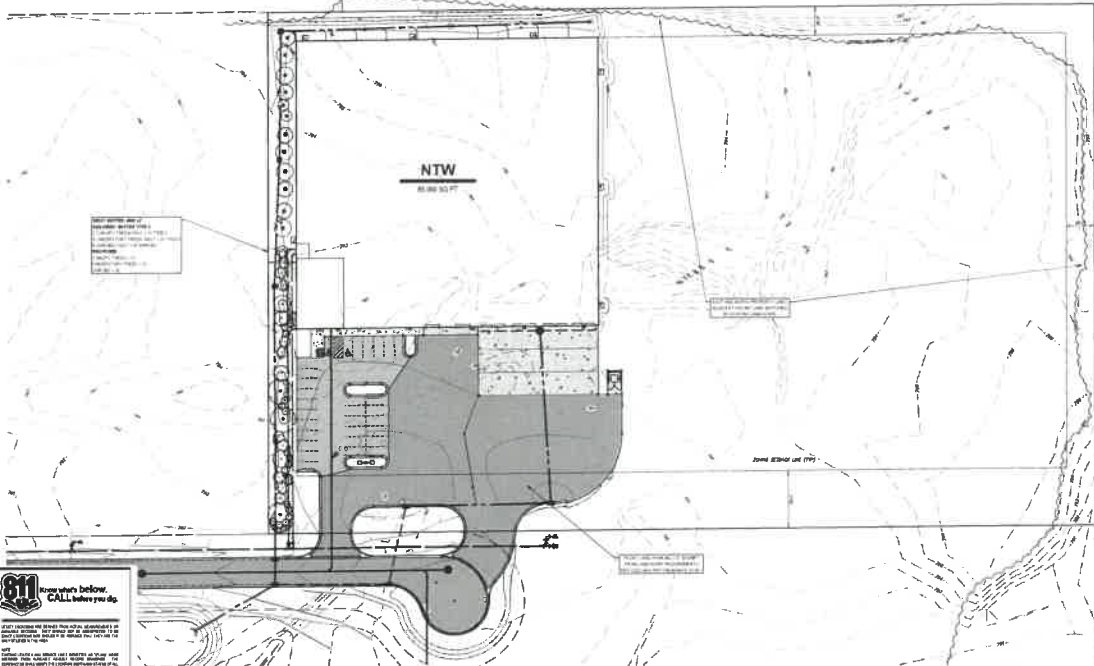
**811** Know what's below. CALL before you dig.  
 1-800-4-A-DIG  
 1-800-485-4343  
 www.811.com





**LANDSCAPE NOTES**

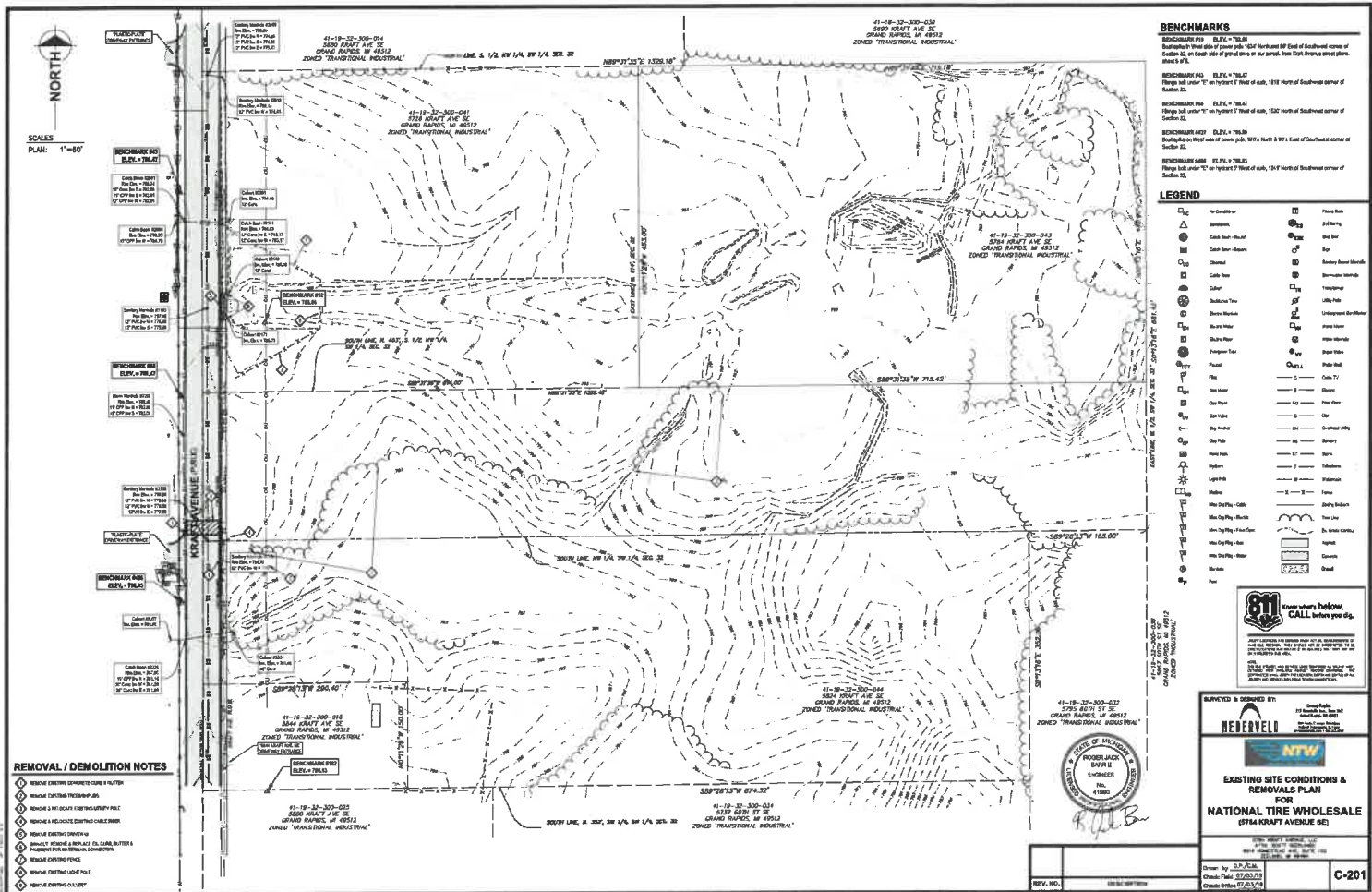
- PLANTING NOTES**
- ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF NORTON PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF NORTON PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF NORTON PLANTING SPECIFICATIONS.
  - ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF NORTON PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF NORTON PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF NORTON PLANTING SPECIFICATIONS.
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**LANDSCAPE SCHEDULE**

NO.
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**BENCHMARKS**

**BENCHMARK #10** ELEV. = 781.87  
 Flange set under "C" on hydrant 2' West of curb, 151' North of Southeast corner of Section 21.

**BENCHMARK #11** ELEV. = 781.42  
 Flange set under "C" on hydrant 2' West of curb, 152' North of Southeast corner of Section 21.

**BENCHMARK #12** ELEV. = 781.89  
 Flange set under "C" on hydrant 2' West of curb, 151' North of Southeast corner of Section 21.

**BENCHMARK #13** ELEV. = 781.42  
 Flange set under "C" on hydrant 2' West of curb, 151' North of Southeast corner of Section 21.

**LEGEND**

△	Ar Contour	□	House Foot
○	Barbed	⊗	2" Storm
●	Catch Basin - Round	⊕	3" Bar
●	Catch Basin - Square	⊖	4" Bar
○	Clearcut	⊗	6" Bar
○	Catch Basin	⊗	8" Bar
○	Clearcut	⊗	10" Bar
○	Clearcut	⊗	12" Bar
○	Clearcut	⊗	14" Bar
○	Clearcut	⊗	16" Bar
○	Clearcut	⊗	18" Bar
○	Clearcut	⊗	20" Bar
○	Clearcut	⊗	22" Bar
○	Clearcut	⊗	24" Bar
○	Clearcut	⊗	26" Bar
○	Clearcut	⊗	28" Bar
○	Clearcut	⊗	30" Bar
○	Clearcut	⊗	32" Bar
○	Clearcut	⊗	34" Bar
○	Clearcut	⊗	36" Bar
○	Clearcut	⊗	38" Bar
○	Clearcut	⊗	40" Bar
○	Clearcut	⊗	42" Bar
○	Clearcut	⊗	44" Bar
○	Clearcut	⊗	46" Bar
○	Clearcut	⊗	48" Bar
○	Clearcut	⊗	50" Bar
○	Clearcut	⊗	52" Bar
○	Clearcut	⊗	54" Bar
○	Clearcut	⊗	56" Bar
○	Clearcut	⊗	58" Bar
○	Clearcut	⊗	60" Bar
○	Clearcut	⊗	62" Bar
○	Clearcut	⊗	64" Bar
○	Clearcut	⊗	66" Bar
○	Clearcut	⊗	68" Bar
○	Clearcut	⊗	70" Bar
○	Clearcut	⊗	72" Bar
○	Clearcut	⊗	74" Bar
○	Clearcut	⊗	76" Bar
○	Clearcut	⊗	78" Bar
○	Clearcut	⊗	80" Bar
○	Clearcut	⊗	82" Bar
○	Clearcut	⊗	84" Bar
○	Clearcut	⊗	86" Bar
○	Clearcut	⊗	88" Bar
○	Clearcut	⊗	90" Bar
○	Clearcut	⊗	92" Bar
○	Clearcut	⊗	94" Bar
○	Clearcut	⊗	96" Bar
○	Clearcut	⊗	98" Bar
○	Clearcut	⊗	100" Bar

- REMOVAL / DEMOLITION NOTES**
- REMOVE EXISTING CONCRETE CURB & GUTTER
  - REMOVE EXISTING TREES/SHRUBS
  - REMOVE 2" METAL FENCE/UTILITY POLE
  - REMOVE 4" REDWOOD EXISTING CURB/SEWER
  - REMOVE EXISTING DRIVEWAY
  - REMOVE 4" REDWOOD & REPLACE OL. CABLE/WIRE/TA
  - REMOVE EXISTING CONCRETE
  - REMOVE EXISTING FENCE
  - REMOVE EXISTING LIGHT POLE
  - REMOVE EXISTING CURB

**811** Know what's below. CALL before you dig.

FOR INFORMATION ON THE 811 SERVICE, VISIT US AT WWW.811MICHIGAN.COM OR CALL 1-800-487-8888. VISIT US AT WWW.811MICHIGAN.COM OR CALL 1-800-487-8888.

DESIGNED & ENGINEERED BY

**NEVERVELL**

**NTW**

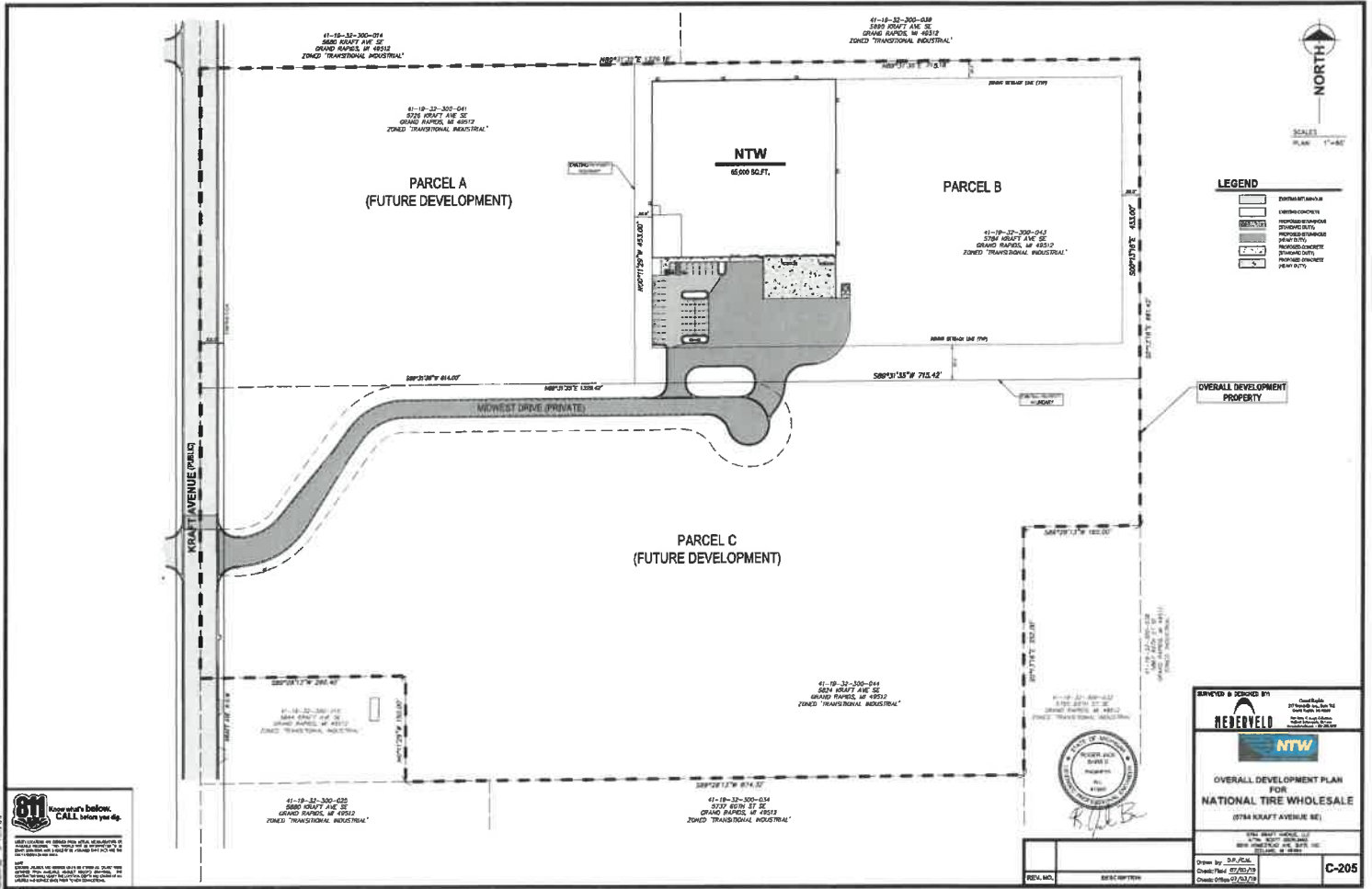
EXISTING SITE CONDITIONS & REMOVALS PLAN FOR NATIONAL TIRE WHOLESALE (2764 KRAFT AVENUE SE)

Owner: **NATIONAL TIRE WHOLESALE**  
 2764 KRAFT AVENUE SE  
 GRAND RAPIDS, MI 49508

Drawn by: **D.M.C.M.**  
 Check Date: 07/23/14  
 Check Office: 07/23/14

REV. NO. 00000000

**C-201**



**811** Know what's below. CALL before you dig.

UNDEGROUND UTILITY LOCATIONS ARE INDICATED BY THE SHOWN SYMBOLS. THESE SYMBOLS ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY EXCAVATION OR CONSTRUCTION WORK IS UNDERTAKEN.

**LEGEND**

[Symbol]	EXISTING BUILDING
[Symbol]	EXISTING CONCRETE FOUNDATION
[Symbol]	EXISTING DRIVE
[Symbol]	EXISTING SIDEWALK
[Symbol]	PROPOSED DRIVE
[Symbol]	PROPOSED SIDEWALK
[Symbol]	PROPOSED DRIVE
[Symbol]	PROPOSED DRIVE

OVERALL DEVELOPMENT PROPERTY

APPROVED & ZONED BY

**NEDEVELD**

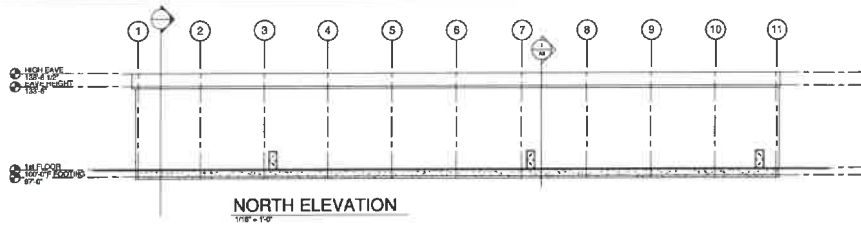
**NTW**

OVERALL DEVELOPMENT PLAN FOR NATIONAL TIRE WHOLESALER (5784 KRAFT AVENUE SE)

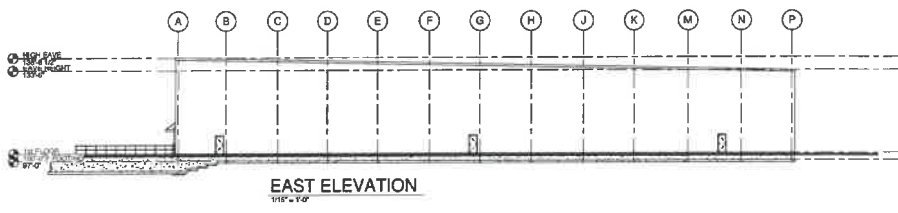
Drawn by: D.P. JCM  
Checked by: J.P. JCM  
Date: 07/03/24

REL. NO. 2024-001  
DATE: 07/03/24

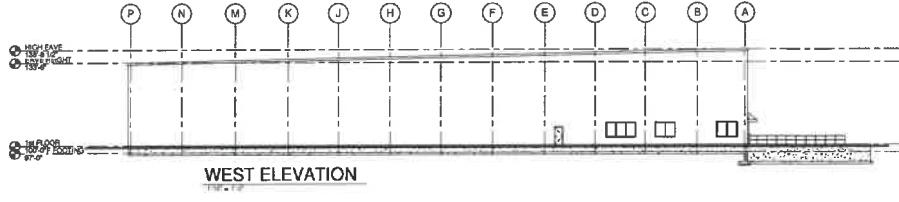




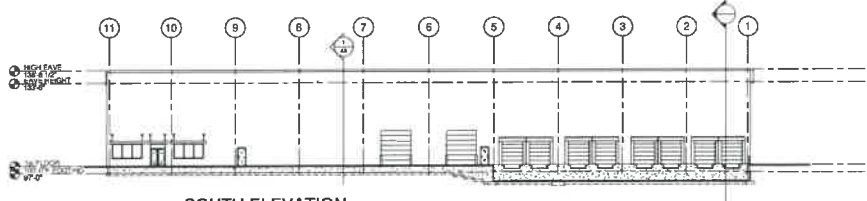
NORTH ELEVATION  
1/8" = 1'-0"



EAST ELEVATION  
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WEST ELEVATION  
1/8" = 1'-0"



SOUTH ELEVATION  
1/8" = 1'-0"

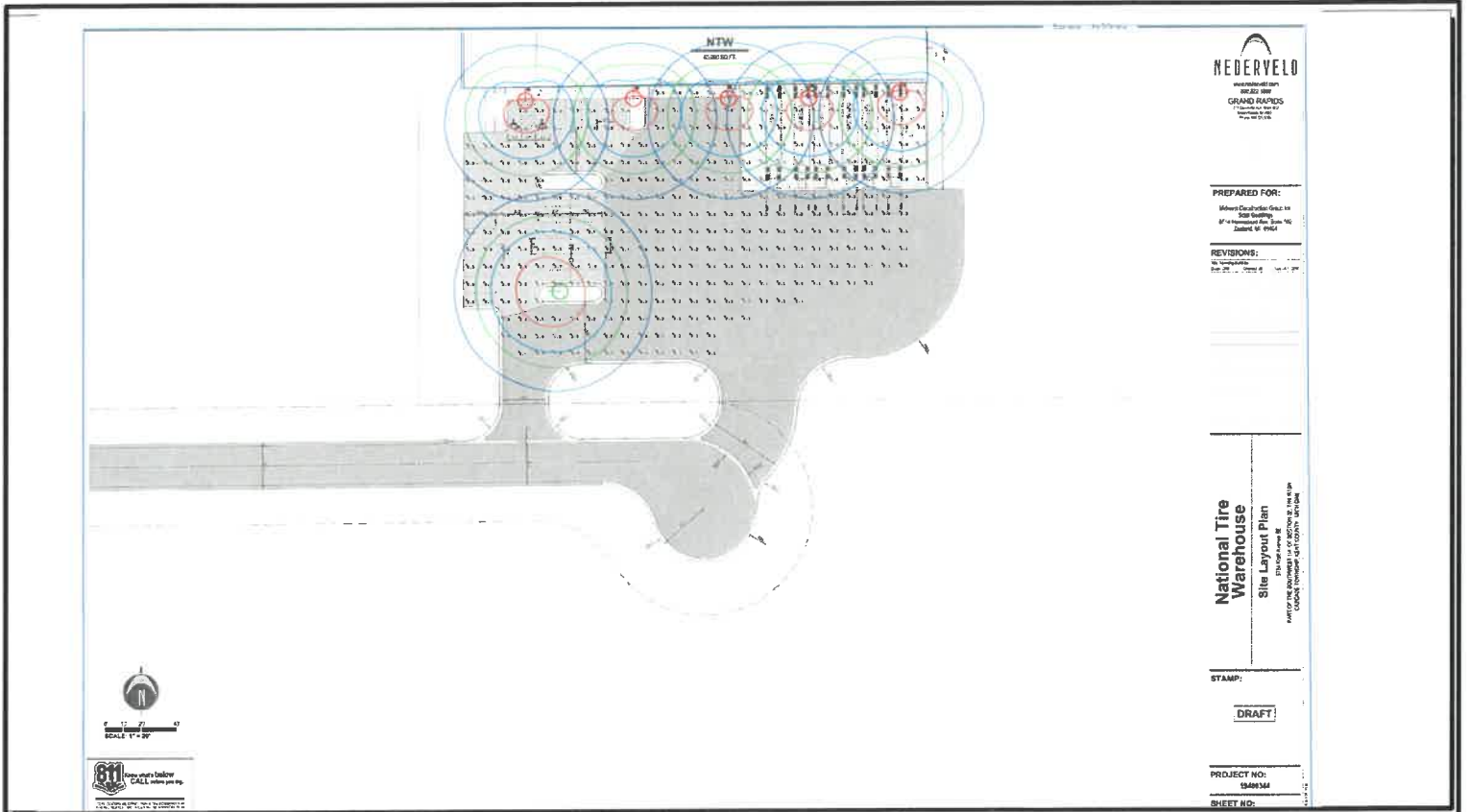
SLUITER-VANDEN BOSCH  
ARCHITECTS  
1000 W. 10TH AVENUE  
DENVER, CO 80202  
PHONE: 303.733.1111

START PROJECT DATE  
DATE



DRAWN BY  
E.S.M.  
PROJECT NO.  
234567  
DATE  
06/12/2018

SHEET NO.  
**A6**  
EXTERIOR  
ELEVATIONS



PREPARED FOR:  
Midwest Construction Group, Inc.  
10000 Grand Rapids Blvd., Suite 100  
Grand Rapids, MI 49507

REVISIONS:  
No. Description Date  
1.00 Initial Design 10/14/19

**National Tire Warehouse**  
Site Layout Plan  
10/14/19  
PROJECT NO. 19-000007  
SHEET NO. 10 OF 10

STAMP:  
**DRAFT**

PROJECT NO: 19-000007  
SHEET NO: 10 OF 10



Prepared For:  
Brian VanBeveren  
Midwest Construction Group

Job Name:  
National Tire Warehouse

Scale: as noted

Date: 6/18/2019

Filename: National Tire Warehouse.AGI

Drawn By: Curtis Burns

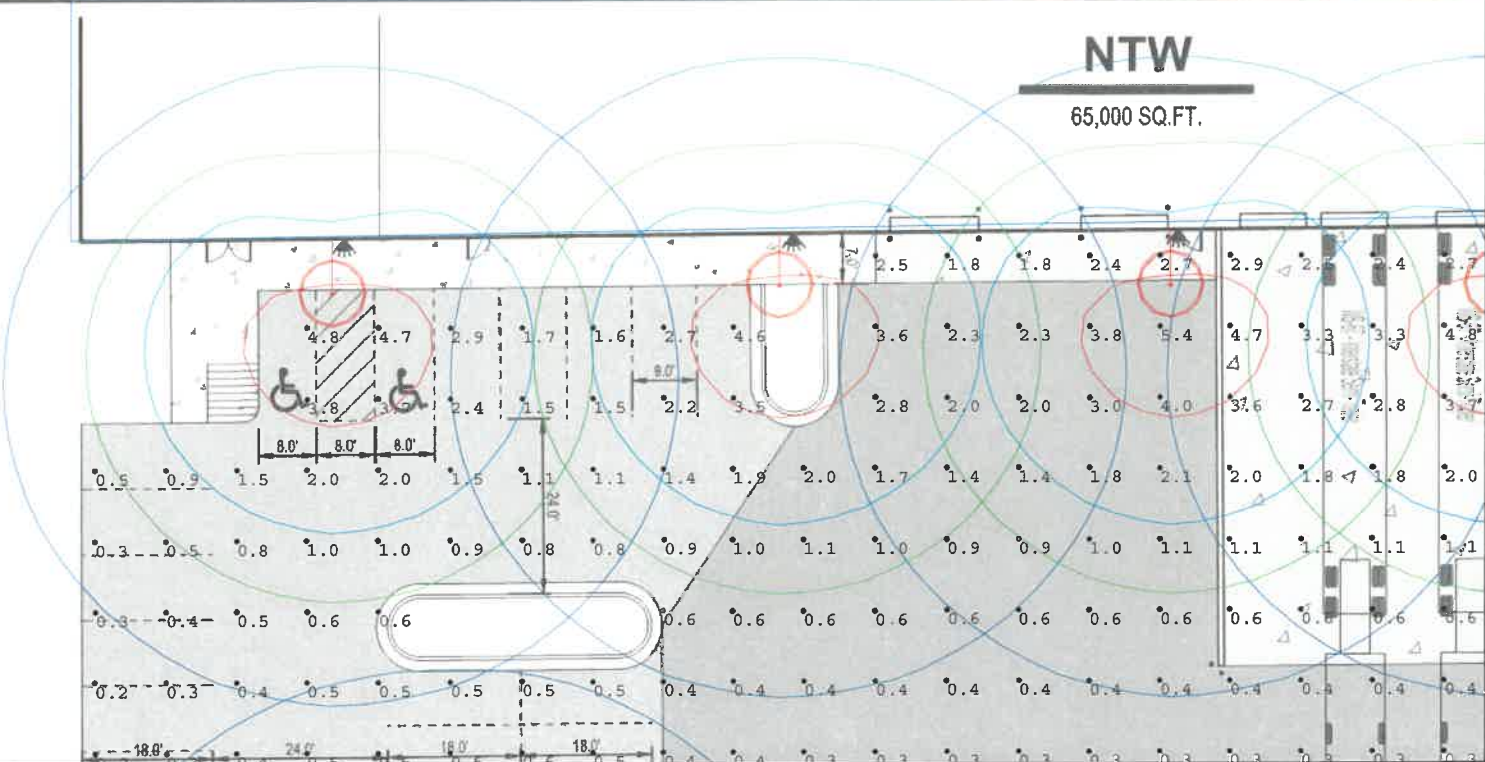
Lighting Design Disclaimer

The Lighting Analysis, as Layout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by "YOUR COMPANY" represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been fully verified by "YOUR COMPANY" and the results may vary from the actual field conditions. "YOUR COMPANY" recommends that design parameters and other information be field verified to reduce variation. "YOUR COMPANY" neither warrants, nor represents the appropriateness, completeness or suitability of the Lighting Design. "YOUR COMPANY" neither warrants, nor represents the appropriateness, completeness or suitability of the Lighting Design. "YOUR COMPANY" neither warrants, nor represents the appropriateness, completeness or suitability of the Lighting Design. The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for project's construction administration budgeting.

Filename: C:\Users\curbs\Documents\FABQ2019 Lighting Layouts\Kraft Ave Tire\National Tire Warehouse.AGI

# NTW

## 65,000 SQ.FT.



**McDonough & Associates**

Prepared For:  
Bryan VanBeveren  
Midwest Construction Group

Job Name:  
National Tire Warehouse

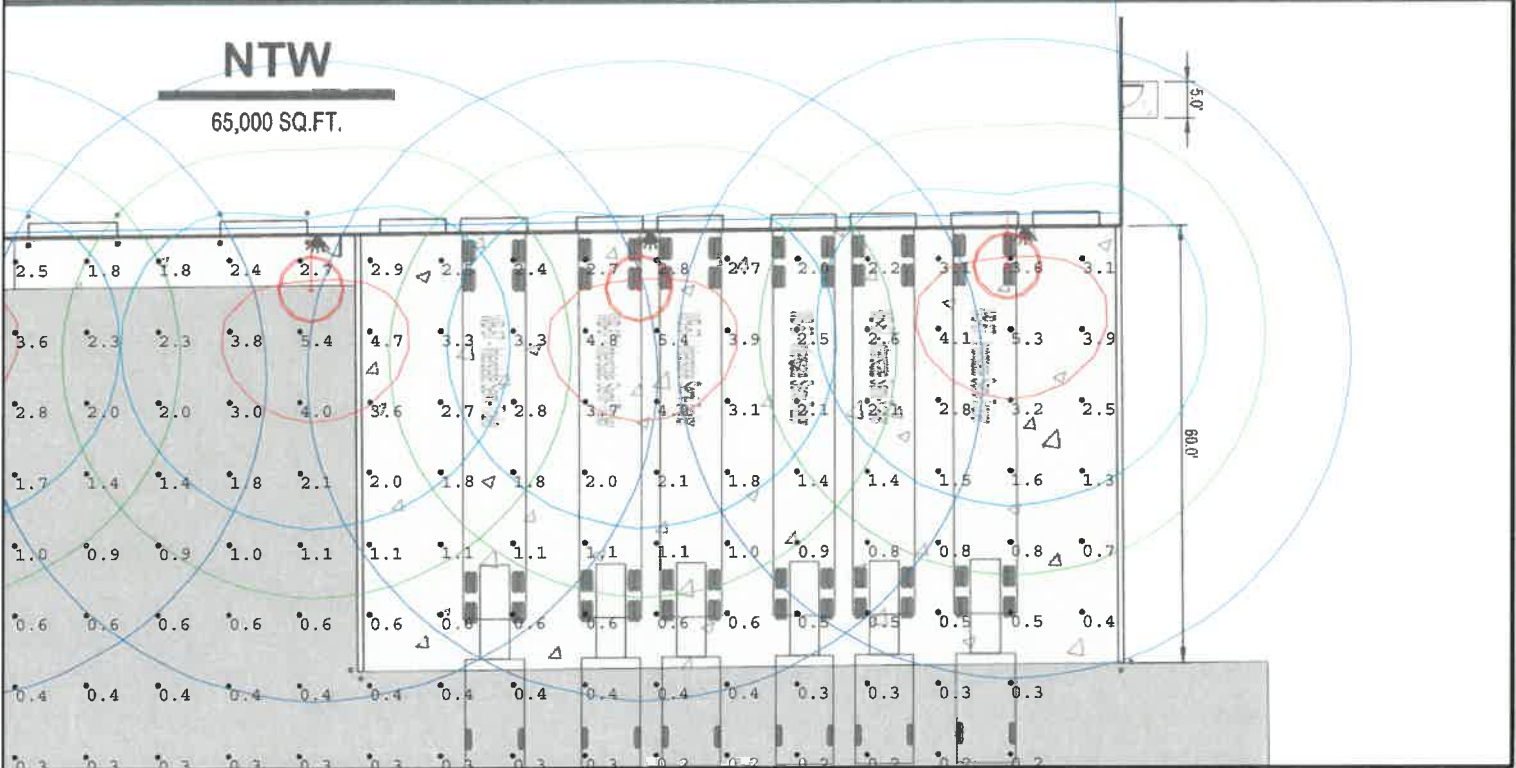
Scale: as noted  
Date: 8/19/2019  
Filename: National Tire Warehouse.AGI  
Drawn By: Curtis Burns

Lighting Design Disclaimer  
The Lighting Analysis, Layout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by "YOUR COMPANY" represents an anticipated prediction of fixture system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by "YOUR COMPANY" and the results may vary from the actual field conditions. "YOUR COMPANY" recommends that design parameters and other information be field verified to reduce variation. "YOUR COMPANY" is not a lighting engineer or electrician and does not represent the appropriateness, completeness or suitability of the Lighting Design in compliance with any applicable regulatory code requirements with the exception of the drawings created and submitted by "YOUR COMPANY". The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes and is not intended to be part of the project's construction documentation package.

Filename: C:\Users\j\Documents\RAW\2019 Lighting Layout\NTW\NTW\_Are\_Tire\National Tire Warehouse.AGI

# NTW

65,000 SQ.FT.



Prepared For:  
Brian VanBeveren  
Midwest Construction Group

Job Name:  
National Tire Warehouse

Scale: as noted

Date: 5/19/2019

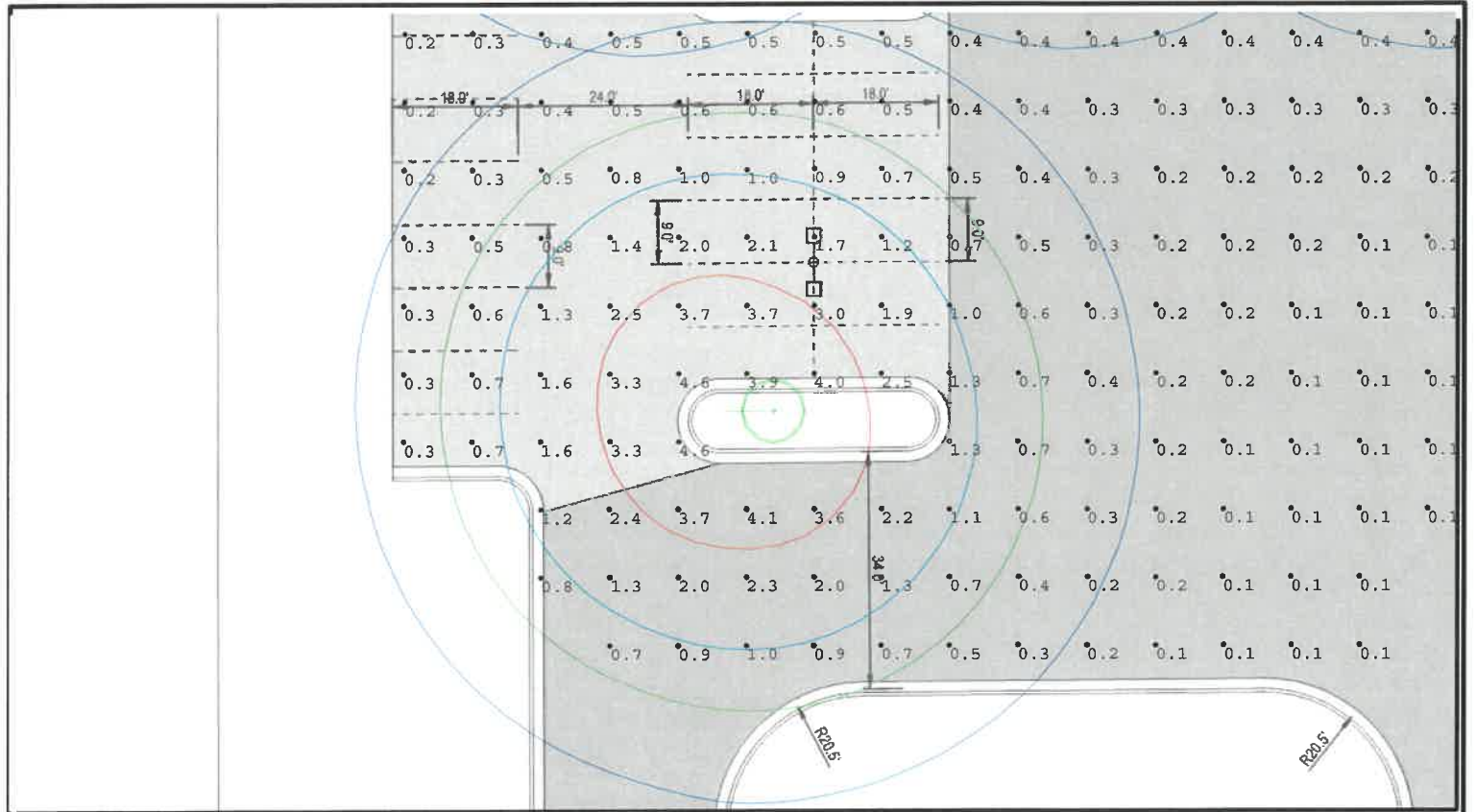
Filename: National Tire Warehouse.AGI

Drawn By: Curtis Burns

**Lighting Design Disclaimer**

The Lighting Analysis, eLayout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by "YOUR COMPANY" represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by "YOUR COMPANY" and the results may vary from the actual field conditions. "YOUR COMPANY" recommends that design parameters and other information be field verified to reduce variation. "YOUR COMPANY" makes no warranty, express or implied, or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design Intend as compliant with any applicable regulatory code requirements with the exception of the design created and submitted by "YOUR COMPANY". The Lighting design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for use in the project's construction documentation package.

Filename: C:\Users\curbs\Documents\5AB2019 Lighting Layouts\Kref Ave Tire\National Tire Warehouse.AGI



Prepared For:  
Brian VanBeveren  
Midwest Construction Group

Job Name:  
National Tire Warehouse

Scale: as noted

Date: 8/19/2019

Filename: National Tire Warehouse AGI

Drawn By: Curtis Burns

Lighting Design Disclaimer

The Lighting Analysis, eLayout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by "YOUR COMPANY" represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by "YOUR COMPANY" and the results may vary from the actual field conditions. "YOUR COMPANY" recommends that design professionals and other information be field verified to reduce variation. "YOUR COMPANY" neither warrants, represents or states with regard to actual measured light levels or energy consumption levels as compared to those determined by the Lighting Design. "YOUR COMPANY" neither warrants, represents or states, nor represents the appropriateness, completeness or suitability of the Lighting Design level as compliant with any applicable regulatory code requirements with the exception of the design provided and submitted by "YOUR COMPANY". The Lighting design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for project's construction documentation package.

Filename: C:\Users\curb\Documents\RAB\2019 Lighting Layout\WJAF Ave Tire\National Tire Warehouse AGI

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2013 SEP 24 PM 3:42



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Kent Only MI Registr 10/01/2013 SEAL

**EASEMENT AGREEMENT**  
**(INGRESS, EGRESS, UTILITIES and STORM WATER)**

This Easement Agreement for Ingress, Egress, Utilities and Storm Water (the "Agreement") is made this 11<sup>th</sup> day of September, 2013, by **KRAFT AVENUE PROPERTIES, LLC**, a Michigan limited liability company, whose address is 8436 Homestead Ave., Suite 210, Zeeland, Michigan 49464 ("Grantor"), and **EQ REAL ESTATE, LLC**, a Michigan limited liability company, whose address is 5101 Kraft Avenue, S.E., Grand Rapids, Michigan 49512 ("Grantee"), on the following terms and conditions.

**Background**

A. Grantor is the owner of real property in Cascade Township, Kent County, Michigan, legally described on the attached **Exhibit A** (the "**Burdened Parcel**").

B. Grantee is the owner of real property adjacent to the Burdened Property, legally described on the attached **Exhibit B** (the "**Benefited Parcel**"). The Burdened Parcel and the Benefited Parcel are referred to herein as a "Parcel", or collectively as "Parcels". The fee owner of a Parcel is referred to herein as an "Owner", or collectively as "Owners". The tenant or occupant of any Parcel, and the employees, agents, contractors, customers, suppliers, invitees, and licensees of any Owner, tenant or occupant, are referred to in this Agreement individually as a "**Permittee**" and collectively as the "**Permittees**".

C. Grantor and Grantee have recently acquired the Burdened Parcel and the Benefited Parcel, respectively, pursuant to the understanding and agreement that the parties would immediately enter into this Agreement providing for the easements and agreements as set forth herein.

D. Grantor and Grantee desire to provide for the development and future integrated use of the Access Easement Area (defined below) and the Storm Water Easement Area (defined below), as more fully described in this Agreement.

**Agreement**

In consideration of their mutual covenants, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:



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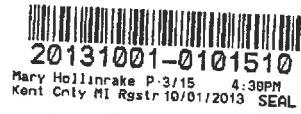
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Kent Cnty MI Regstr 10/01/2013 SEAL

1. Access Easement.

(a) Grant of Access and Utilities Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress across a portion of the Burdened Parcel (the "Access Easement Area"), as depicted on the attached Exhibit C and legally described on the attached Exhibit D, and for the construction, maintenance, repair, and replacement of a private roadway and improvements for pedestrian and vehicular ingress and egress. The Access Easement may be used by Grantee and Grantee's Permittees for the purposes described in this Subsection.

(b) Construction of Access Easement Area. Grantor and Grantee each have the right to construct improvements (the "Access Improvements") needed within the Access Easement Area, including a roadway (the "Roadway"). Whichever party desires to improve the Access Easement Area first (the "Access Performing Party") may do so, pursuant to plans and specifications mutually agreed upon by the Owners, which approval shall not be unreasonably withheld, conditioned, or delayed. The construction costs of the Access Improvements within the Access Easement Area, including the Roadway (the "Access Improvements Cost"), shall be equally divided between the Owners (each, an "Improvements Cost Share"). The Access Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Access Improvements Cost, and the other Owner (or Owners) shall reimburse the Access Performing Party for its Improvements Cost Share within thirty (30) days of receipt of the statement. The Access Improvements, including the Roadway, shall be constructed in accordance with all laws and regulations, any specifications that Cascade Township requires, in a good and workmanlike manner, free of all liens and encumbrances, and standards comparable to access improvements and roadways contained in similar first-class industrial parks. Notwithstanding anything in this Agreement to the contrary, Grantee's obligation to pay for costs under this sub-paragraph 1(b) or under subparagraph 1(c) shall be limited to the portion of the Roadway that is adjacent to the south boundary line of the Benefited Parcel. In the event that Grantor desires to extend the Roadway beyond the east boundary line of the Benefited Parcel, then all costs of construction and ongoing maintenance of the portion of the Roadway located to the east of the eastern boundary line of the Benefited Parcel shall be borne exclusively by Grantor.

(c) Maintenance of the Access Easement Area. Once the Access Performing Party completes construction of the Access Improvements within the Access Easement Area, the Owners shall maintain the Access Easement Area in good condition and repair and shall be responsible for snow and ice removal, sweeping, sealing and striping (together, "Access Easement Maintenance"). The Access Performing Party shall be responsible for scheduling and performing (or arranging for the performance of) Access Easement Maintenance. The cost allocated by the Access Performing Party to Access Easement Maintenance shall be divided between the Owners according to the Parcels' "Proportionate Share". For purposes of this Agreement, Grantee's Proportionate Share shall be 30%, and Grantor's Proportionate Share shall be 70%. The Access Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Access Easement Maintenance costs, and the other Owner (or Owners) shall reimburse the Access Performing Party for its Proportionate Share of



the Access Easement Maintenance costs within thirty (30) days of receipt of the statement. Notwithstanding the foregoing, no Owner shall be liable for any Access Easement Maintenance costs until such Owner pulls a building permit from Cascade Township and begins actual construction of a structure (not including site grading) on that Owner's respective Parcel.

(d) **No Obstructions.** There shall not be constructed over any portion of the Access Easement Area any barrier, fence or other obstruction that inhibits ingress and egress, nor shall any vehicles be parked within the Access Easement Area in such a manner so as to interfere or inhibit ingress and egress; however, a temporary obstruction due to construction, maintenance, repair or replacement activities shall not be considered an unreasonable interference with ingress and egress.

2. **Storm Water Easement.**

(a) **Grant of Easement for Storm Water Management Purposes.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement for storm water management purposes (the "**Storm Water Easement**"), including (i) the construction, installation, operation and maintenance of underground pipes, a storm water detention pond, and other storm water facilities (collectively, the "**Storm Water Facilities**"), over those portions of the Burdened Parcel (the "**Storm Water Easement Area**") as may be reasonably necessary to drain storm water from the Benefited Parcel, and (ii) the right to tie into and use those portions of any storm water system located or relocated from time to time on the Burdened Parcel for the purpose of discharging and draining storm water from the Benefited Parcel. The proposed possible locations of a storm water detention pond are depicted on the attached **Exhibit E**. The Storm Water Easement may be used by Grantee and Grantee's Permittees for the purposes described in this Subsection.

(b) **Construction of Storm Water Facilities.** Grantor and Grantee each have the right to construct any Storm Water Facilities that will be shared by the Parcels (the "**Shared Storm Water Facilities**") within the Storm Water Easement Area. Whichever party desires to construct the Shared Storm Water Facilities first (the "**Facilities Performing Party**") may do so, pursuant to plans and specifications mutually agreed upon by the Owners, which approval shall not be unreasonably withheld, conditioned, or delayed. The construction costs of the Shared Storm Water Facilities (the "**Shared Facilities Improvements Cost**") shall be equally divided between the Owners (each, a "**Facilities Cost Share**"). The Facilities Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Shared Facilities Improvements Cost, and the other Owner (or Owners) shall reimburse the Facilities Performing Party for its Facilities Cost Share within thirty (30) days of receipt of the statement. Notwithstanding the foregoing, it is the parties' intent that each Owner pay all costs of any detention basins needed to drain such Owner's parcel as well as any infrastructure exclusively serving its parcel. Consequently, the Shared Storm Water Facilities shall be limited to infrastructure serving multiple parcels such as shared pipes, catch basins, etc., and each Owner shall be responsible for the costs to construct any Storm Water Facilities serving only such Owner's Parcel, including, but not limited to, any water detention basin serving only such Owner's Parcel. The Storm Water Facilities shall be constructed in accordance with all laws and



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regulations, any specifications that Cascade Township requires, in a good and workmanlike manner, and free of all liens and encumbrances.

(c) Maintenance of the Storm Water Facilities. Once the Facilities Performing Party completes construction of the Shared Storm Water Facilities within the Storm Water Easement Area, the Owners shall maintain the Shared Storm Water Facilities in good condition and repair (the "**Shared Facilities Maintenance**"). The Facilities Performing Party shall be responsible for scheduling and performing (or arranging for the performance of) the Shared Facilities Maintenance. The cost allocated by the Facilities Performing Party to Shared Facilities Maintenance shall be divided between the Owners according to the Parcels' Proportionate Share. The Facilities Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Shared Facilities Maintenance costs, and the other Owner (or Owners) shall reimburse the Facilities Performing Party for its Proportionate Share of the Shared Facilities Maintenance costs within thirty (30) days of receipt of the statement. Notwithstanding the foregoing, no Owner shall be liable for any Shared Facilities Maintenance costs until such Owner pulls a building permit and begins actual construction of a structure (not including site grading) on the Owner's Parcel. Each Owner shall be responsible for the maintenance of any Storm Water Facilities serving only such Owner's Parcel.

(d) Relocation of Storm Water Facilities. After any Storm Water Facilities have been initially constructed, the Owner of the Burdened Parcel shall have the right, at such Owner's sole expense, to relocate any Storm Water Facilities located on the Burdened Parcel, provided that such relocation shall not diminish the flow, reduce the capacity or increase the cost of the storm water drainage available to the Benefited Parcel, shall not unreasonably interfere with the conduct or operation of the business conducted on the Benefited Parcel, shall be done in an expeditious and good and workmanlike manner, free of all liens and encumbrances, and shall be evidenced by an amendment to this Agreement executed by the parties hereto and recorded in the Office of the Register of Deeds of Kent County.

3. Utilities Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "**Utilities Easement**") within the Access Easement Area for the installation, maintenance, repair and replacement of any utilities serving any portion of the Benefited Parcel. The Utilities Easement may be used by Grantee and its Permittees for the purposes described in this Section. Grantee shall pay for all costs to install, maintain, repair and replace any utilities serving the Benefited Parcel within the Access Easement Area. Any utilities shall be installed pursuant to plans and specifications mutually agreed upon by the Owners, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. Insurance. Each Owner agrees to obtain, at their own cost and expense, general commercial liability insurance, in the sum of not less than \$3,000,000 combined single limit coverage, to cover any property damage to or any personal injuries or death that may be caused within the Access Easement Area or the Storm Water Easement Area, up to the limits of said insurance. Each Owner shall name the other Owner (or Owners) as an additional insured and provide a copy of any policy(ies) to the other party upon demand.



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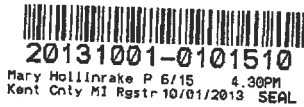
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Kent Only MI Restr 10/01/2013 SEAL

5. **Waiver of Subrogation.** Both Grantor and Grantee hereby release and discharge the other party, and the other party's representatives, of and from any and all liability arising from any loss, damage, injury, or death which is actually covered by insurance policies obtained by either party related to any losses, damages, or injury which occur as a result of any action taken under this Agreement. If an endorsement by the insurance company is required for the waiver of the right of recovery set forth above, then both parties shall obtain such endorsements.

6. **Breach.** If any Owner fails to perform any covenant, condition or agreement contained in this Agreement, the Owner harmed by such failure may give the defaulting party at least thirty (30) days written notice of such alleged default. If such default is not cured within such thirty (30) day notice period (or if such default is not reasonably susceptible of being cured within such thirty (30) day notice period and the defaulting party has not in good faith commenced the curing of such default within such thirty (30) day notice period and has not thereafter prosecuted the curing of such default with diligence and continuity to completion), the Owner harmed by such default may institute legal proceedings for full and adequate relief from the consequences of such default. Further, the defaulting Owner hereby grants to the other Owner harmed by its default a non-exclusive right of entry and non-exclusive easement across and under any and all parts of the defaulting Owner's Parcel (excluding the right to enter any buildings demised to others) for all purposes reasonably necessary to enable the harmed Owner and/or its Permittees to perform any of the terms, provisions, covenants or conditions of this Agreement which the defaulting Owner shall have failed to perform, after notice and time to cure, but no notice or cure period need be given in the event of any emergency. In the event that a non-defaulting Owner exercises its self-help remedy, the defaulting Owner shall pay all of the non-defaulting Owner's costs to cure such default with interest at the floating Prime Rate of interest published in *The Wall Street Journal*, plus four percent (4%).

7. **Lien Rights.** Any claim for reimbursement, including interest, and all costs and expenses, including reasonable attorneys' fees awarded to any party in enforcing any payment in any proceeding under this Agreement, shall be assessed against a defaulting Owner in favor of the claimant party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien in the Office of the Register of Deeds of Kent County, Michigan; provided, however, any Assessment Lien shall be subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, and (ii) all liens recorded in the Office of the Register of Deeds of Kent County, Michigan prior to the date of recordation of the notice of lien. All other liens recorded subsequent to the recordation of the notice of lien described in this Section shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording the lien shall record an appropriate release of the notice of lien and Assessment Lien.

8. **Damage: Indemnification.** If either Owner or its Permittees shall cause any damage to the property of the other Owner (or Owners), the Access Easement Area or the Storm Water Easement Area (other than ordinary wear and tear), the party responsible for the damage shall pay for any repairs or replacements necessary to restore or replace the damaged property. Each Owner having rights with respect to the Access Easement Area or the Storm Water Easement Area ("Indemnitor") shall indemnify and hold the other Owner (or Owners) harmless



from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Indemnitor or its Permittees.

9. **Diligent Prosecution of Work.** Once any construction or maintenance undertaken pursuant to this Agreement is commenced, the construction or maintenance shall be diligently prosecuted to completion, so as to minimize any interference of business of all other Owners and their Permittees.

10. **Division of Parcels.** If any Parcel is divided, the Improvement Cost Share, Proportionate Share, and Facilities Cost Share for such Parcel shall be adjusted accordingly. For clarity, if Grantee divides the Benefited Parcel, then Grantee may allocate Grantee's Proportionate Share (i.e. 30%) between or among any of the resulting parcels as it sees fit, provided that the combined share of said parcels shall equal 30% for purposes of this Agreement. Likewise, if Grantor divides the Burdened Parcel, then Grantor may allocate Grantor's Proportionate Share (i.e. 70%) between or among the resulting parcels as Grantor sees fit, provided that the combined share of said parcels shall equal 70% for purposes of this Agreement.

11. **Amendment.** The parties agree that the provisions of this Agreement shall be modified or amended only by the written consent of all of the Owners, evidenced by a document that has been executed and acknowledged by all such record Owners and recorded in the official records of the Office of the Register of Deeds of Kent County.

12. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to here written, and all prior representations, negotiations and understandings are superseded by this Agreement.

13. **Interest in Realty.** The easements described in this Agreement shall be perpetual easements over the Burdened Parcel for the use and benefit of the Benefited Parcel and shall be an appurtenance to the Benefited Parcel and run with the land.

14. **Notices.** All notices, demands and requests required or permitted to be given by any party to the other shall be in writing, and shall be deemed given upon delivery if delivered personally, or upon the next business day when sent by certified mail, return receipt requested, or by overnight national courier service.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

16. **Parties Bound.** The terms and conditions of this Agreement shall bind and benefit Grantor and Grantee, all future owners of the Benefited Parcel and the Burdened Parcel, and their successors and assigns.

17. **Transfer Tax Exemption.** This Agreement is exempt from transfer taxes pursuant to MCLA §§207.505(a) and 207.526(a).





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Mary Hollinrake P 8/15 4 30PM  
Kent Cnty MI Rptr 10/01/2013 SEAL

Drafted by and after recorded return to:  
Steven Morren, Esq.  
VARNUM LLP  
PO BOX 352 – Bridgewater Place  
Grand Rapids, Michigan 49501-0352



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Mary Hollinrake P.9/15 4 30PM  
Kent Only MI Rgstr 10/01/2013 SEAL

**EXHIBIT A**

**Legal Description of Burdened Parcel**

Part of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S00°11'29"E 1115.73 feet along the West line of said Section to the Point of Beginning; thence N89°31'35"E 614.00 feet along the South line of the North 453 feet of the South 1/2 of the Northwest 1/4 of said Section; thence N00°11'29"W 453.00 feet along the East line of the West 614 feet of said Section; thence N89°31'35"E 715.18 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°13'16"E 661.42 feet along the East line of the West 1/2 of the Southwest 1/4 of said Section; thence S89°28'13"W 165.00 feet along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°13'16"E 352.00 feet along the West line of the East 165 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence S89°28'13"W 874.32 feet along the South line of the North 352 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 150.00 feet along the East line of the West 290.40 feet of said Section; thence S89°28'13"W 290.40 feet along the North line of the South 150 feet of the North 352 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 411.72 feet along the West line of said Section to the Point of Beginning. Containing 22.23 acres including highway right-of-way. Subject to highway right-of-way over the West 33 feet thereof. Also subject to easements, restrictions and rights-of-way of record.



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**EXHIBIT B**

Legal Description of Benefited Parcel

Part of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S00°11'29"E 662.73 feet along the West line of said Section to the Point of Beginning; thence N89°31'35"E 614.00 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°11'29"E 453.00 feet along the East line of the West 614 feet of said Section; thence S89°31'35"W 614.00 feet along the South line of the North 453 feet of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 453.00 feet along said West line to the Point of Beginning. Containing 6.39 acres including highway right-of-way. Subject to highway right-of-way over the West 33 feet thereof. Also subject to easements, restrictions and rights-of-way of record.



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Mary Hollinrake P 11/15 4 30PM  
Kent Cnty MI Rstr 10/01/2013 SEAL

EXHIBIT C - 1

Drawing Showing Access Easement Area

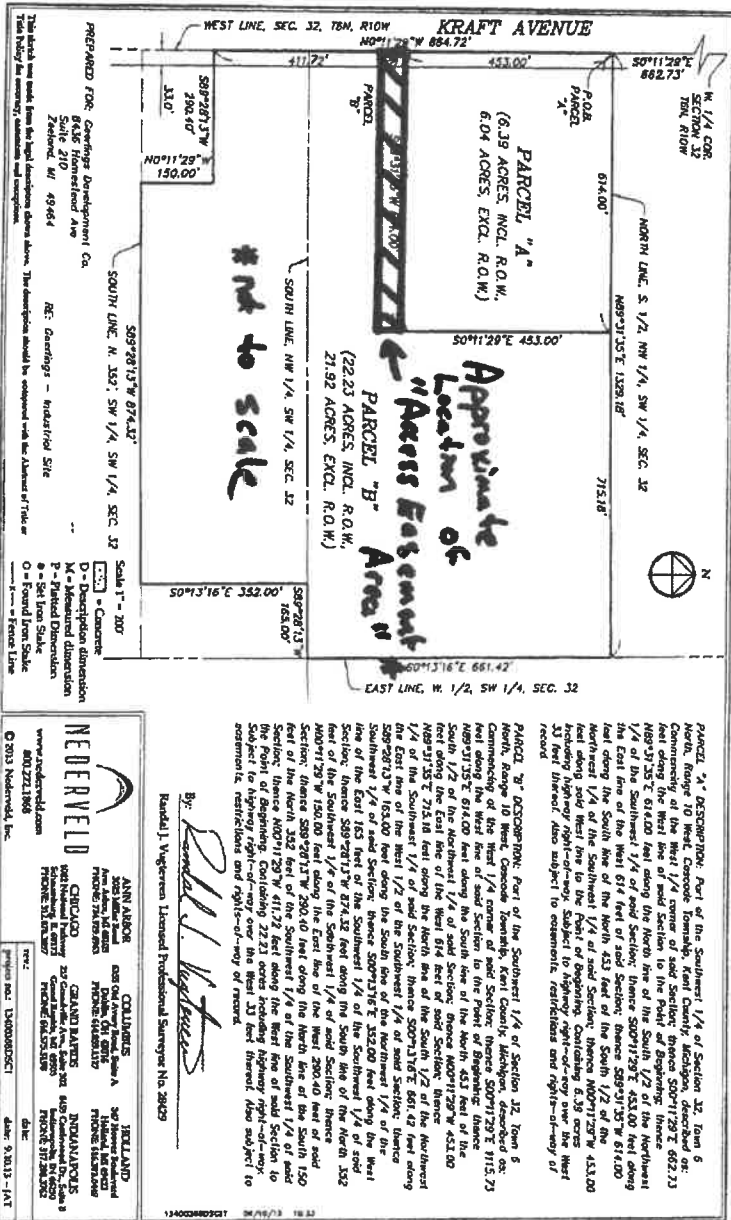
The approximate area of the Access Easement Area is depicted on C-2. A final drawing shall be incorporated into an amendment to this Easement to be agreed upon by the parties and recorded at the time construction of the Roadway commences. If no such amendment is recorded, then the Access Easement Area shall include the strip of land adjacent to the south boundary line of the Benefited Premises of a sufficient width that includes the Roadway as constructed.



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Kent Only MI Registr 10/01/2013 SEAL

EXHIBIT C - 2



**PARCEL "A"** DESCRIPTION: Part of the Southeast 1/4 of Section 32, Town 8 North, Range 10 West, County of Michigan, described as: Commencing at the West 1/4 corner of said Section, thence S00°17'28"E 662.33 feet along the West line of said Section to the Point of Beginning, thence N15°25'E 614.00 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section, thence S89°11'57"W 413.00 feet along the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section, thence N00°11'29"W 453.00 feet along said West line to the Point of Beginning, Containing 6.39 acres being highway right-of-way. Subject to highway right-of-way over the West 1/2 feet thereof, also subject to easements, restrictions and rights-of-way of record.

**PARCEL "B"** DESCRIPTION: Part of the Southeast 1/4 of Section 32, Town 8 North, Range 10 West, County of Michigan, described as: Commencing at the West 1/4 corner of said Section, thence N15°25'E 614.00 feet along the West line of said Section to the Point of Beginning, thence N89°31'35"E 614.00 feet along the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section, thence N00°11'29"W 453.00 feet along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section, thence S89°11'57"W 413.00 feet along the South line of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section, thence S00°17'28"E 662.33 feet along the West line of said Section to the Point of Beginning, Containing 22.23 acres including highway right-of-way over the West 1/2 feet thereof, also subject to easements, restrictions and rights-of-way of record.

By: *Randall J. Vesteren*  
 Randall J. Vesteren, Licensed Professional Surveyor No. 38029

**NEDERVELD**  
 4001 Zeebuisdijk  
 4802211400

**ANN ARBOR** COLLEGIUM  
 2000 Washtenaw Ave  
 Ann Arbor, MI 48106  
 Phone: 734.769.8800

**CHICAGO** CHANDLERS  
 1000 North LaSalle  
 Chicago, IL 60610  
 Phone: 312.467.8800

**INDIANAPOLIS**  
 4400 Greenwood Dr., Ste 8  
 Indianapolis, IN 46254  
 Phone: 317.253.2800

DATE: 9/20/13 FILE: 1417



20131001-0101510

Mary Hollinrake P.13/15 4:30PM  
Kent Cnty MI Rgstr 10/01/2013 SEAL

**EXHIBIT D**

**Legal Description of Access Easement Area**

The legal description of the Access Easement Area shall be incorporated into an amendment to this Easement to be agreed upon by the parties and recorded at the time construction of the Roadway commences.



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Mary Hollinrake P 14/15 4 30PM  
Kent Cnty MI Rgstr 10/01/2013 SEAL

**EXHIBIT E - 1**

Drawing Showing Proposed Detention Pond Locations

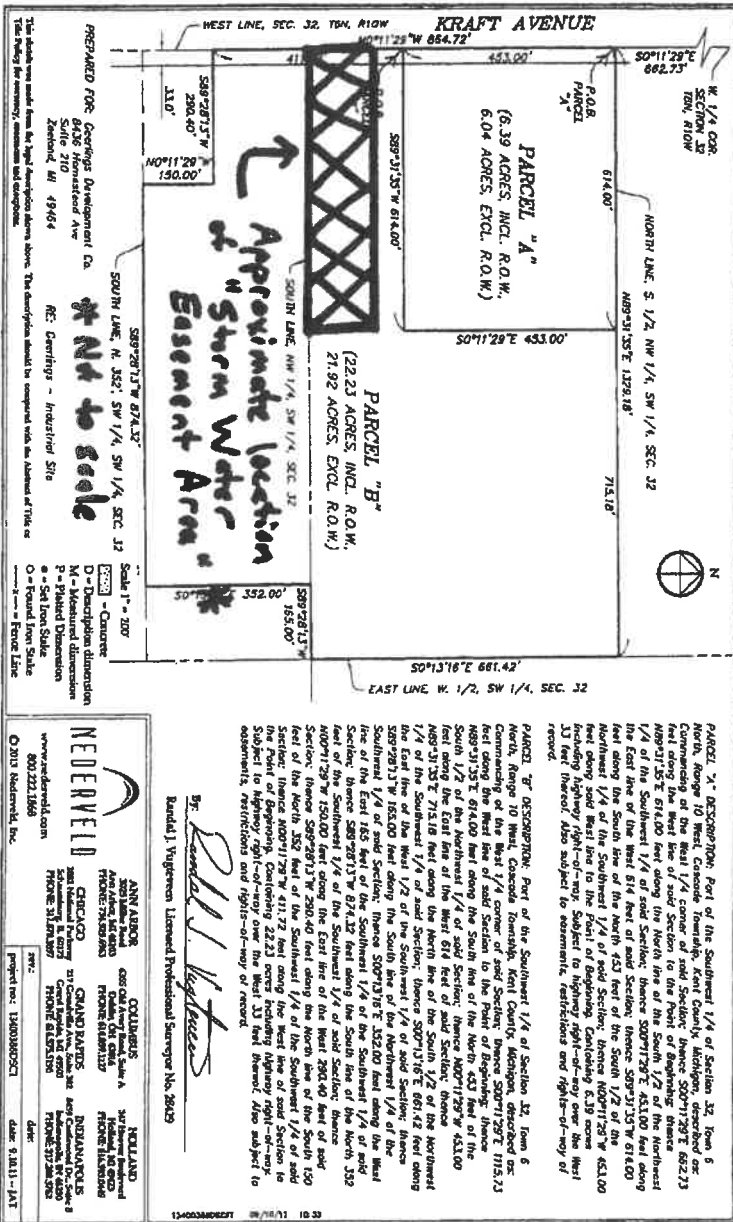
The approximate area of the Detention Pond Locations is depicted on E - 2. A final drawing shall be incorporated into an amendment to this Agreement to be agreed upon by the parties and recorded at the time the first detention basin is constructed.



20131001-0101510

Mary Hollinrake P 15/15 4 30PM  
Kent Cnty MI Rgsstr 10/01/2013 SEAL

EXHIBIT E - 2



PARCEL "A" DESCRIPTION: Part of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cassata Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S00°17'29"E 682.73 feet along the West line of said Section to the Point of Beginning; thence N89°31'55"E 614.00 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°17'29"E 451.00 feet along the East line of the West 1/2 of said Section; thence S09°31'33"W 614.00 feet along the West line of the South 1/2 of said Section; thence N02°11'29"W 451.00 feet along the South line of the South 1/2 of said Section; thence S09°31'33"W 614.00 feet along the East line to the Point of Beginning. Containing 6.39 acres including highway right-of-way. Subject to highway right-of-way over the West 1/2 of said Section, also subject to easements, restrictions and rights-of-way of record.

PARCEL "B" DESCRIPTION: Part of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cassata Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S00°17'29"E 1115.73 feet along the West line of said Section to the Point of Beginning; thence N89°31'55"E 614.00 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°17'29"E 451.00 feet along the East line of the West 1/2 of said Section; thence S09°31'33"W 614.00 feet along the West line of the South 1/2 of said Section; thence N02°11'29"W 451.00 feet along the South line of the South 1/2 of said Section; thence S09°31'33"W 614.00 feet along the East line to the Point of Beginning. Containing 22.23 acres including highway right-of-way. Subject to highway right-of-way over the West 1/2 of said Section, also subject to easements, restrictions and rights-of-way of record.

By: *[Signature]*  
Randall J. Yegorov, Licensed Professional Surveyor No. 26023

**NEDEVERVELD**

ANN ARBOR      COLUMBUS      NORTLAND  
 400 State Street      200 State Street      200 State Street  
 Ann Arbor, MI 48106      Columbus, MI 48824      Northland, MI 49751  
 PHONE: 734.769.8000      PHONE: 616.336.1111      PHONE: 616.336.1111

CHICAGO      GRAND RAPIDS      INDIANAPOLIS  
 2100 North Lincoln Street      2100 North Lincoln Street      2100 North Lincoln Street  
 Chicago, IL 60614      Grand Rapids, MI 49503      Indianapolis, IN 46208  
 PHONE: 312.467.8977      PHONE: 616.336.1111      PHONE: 317.286.3832

www.nedeverveld.com      800.223.1868      date: 8.18.13 - JAT

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Kent Cnty MI Rgstr 09/07/2018 SEAL

**EASEMENT AGREEMENT**  
**(INGRESS, EGRESS, and UTILITIES)**

This Easement Agreement for Ingress, Egress, and Utilities (the "Agreement") is entered into effective on August 30, 2018, by **KRAFT AVENUE PROPERTIES, LLC**, a Michigan limited liability company, whose address is 8436 Homestead Ave., Suite 210, Zeeland, Michigan 49464 ("**Grantor**"), and **SPARTA STORAGE, LLC**, a Michigan Limited Liability Company, whose address is 1300 Glen Park Drive, Sparta, Michigan 49345 ("**Grantee**"), on the following terms and conditions.

**Background**

A. Grantor is the owner of real property in Cascade Township, Kent County, Michigan, legally described on the attached **Exhibit A** (the "**Burdened Parcel**").

B. Grantee is the owner of real property adjacent to the Burdened Property, legally described on the attached **Exhibit B** (the "**Benefited Parcel**"). The Burdened Parcel and the Benefited Parcel are referred to herein as a "Parcel", or collectively as "Parcels". The fee owner of a Parcel is referred to herein as an "Owner", or collectively as "Owners". The tenant or occupant of any Parcel, and the employees, agents, contractors, customers, suppliers, invitees, and licensees of any Owner, tenant or occupant, are referred to in this Agreement individually as a "**Permittee**" and collectively as the "**Permittees**".

C. Grantor on the date hereof has sold to Grantee the Benefited Parcel.

D. Grantor and Grantee desire to provide for the development and future integrated use of the Access Easement Area (defined below).

**Agreement**

In consideration of their mutual covenants, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Access and Utilities Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "**Access Easement**") for vehicular and pedestrian ingress and egress across a portion of the Burdened Parcel (the "**Access Easement Area**"), as legally described on the attached **Exhibit C**, and for the construction, maintenance, repair, and replacement of a private roadway and improvements for pedestrian and vehicular ingress and



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Kent Cnty MI Rgstr 09/07/2018 SEAL

egress. The Access Easement may be used by Grantee and Grantee's Permittees in accordance with the terms and conditions of the Easement Agreement for Ingress, Egress, Utilities, and Storm Water between the Grantor and EQ Real Estate, LLC, as grantee, dated September 19, 2013, and recorded on September 30, 2013, as document number 20131001-0101510, Kent County Records, which is attached to this agreement as **Exhibit D**, and the terms of which are incorporated herein by reference (the "Existing Easement").

2. **Storm Water Easement.** The parties acknowledge and agree that no storm water detention easement is being granted to the Grantee on the date hereof. The parties agree that a coordinated easement agreement to define the detention easement area will be negotiated among the parties and EQ Real Estate LLC, which owns adjoining property, and which will participate in shared storm water detention improvements and facilities. The parties contemplate that a restated and amended easement among the three parties will then be recorded.

3. **Insurance.** Each Owner agrees to obtain, at their own cost and expense, general commercial liability insurance, in the sum of not less than \$3,000,000 combined single limit coverage, to cover any property damage to or any personal injuries or death that may be caused within the Access Easement Area, up to the limits of said insurance. Each Owner shall name the other Owner (or Owners) as an additional insured and provide a copy of any policy(ies) to the other party upon demand.

4. **Amendment.** The parties agree that the provisions of this Agreement shall be modified or amended only by the written consent of all of the Owners, evidenced by a document that has been executed and acknowledged by all such record Owners and recorded in the official records of the Office of the Register of Deeds of Kent County.

5. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to here written, and all prior representations, negotiations and understandings are superseded by this Agreement.

6. **Interest in Realty.** The easements described in this Agreement shall be perpetual easements over the Burdened Parcel for the use and benefit of the Benefited Parcel and shall be an appurtenance to the Benefited Parcel and run with the land.

7. **Notices.** All notices, demands and requests required or permitted to be given by any party to the other shall be in writing, and shall be deemed given upon delivery if delivered personally, or upon the next business day when sent by certified mail, return receipt requested, or by overnight national courier service.

8. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

9. **Parties Bound.** The terms and conditions of this Agreement shall bind and benefit Grantor and Grantee, all future owners of the Benefited Parcel and the Burdened Parcel, and their successors and assigns.



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10. Transfer Tax Exemption. This Agreement is exempt from transfer taxes pursuant to MCLA §§207.505(a) and 207.526(a).

The parties have signed this Agreement as of the date set forth above.

**KRAFT AVENUE PROPERTIES, LLC,** a Michigan limited liability company

By: [Signature]  
Scott D. Geerlings, Manager

STATE OF MICHIGAN     )  
  )  
COUNTY OF ~~KENT~~ <sup>DB</sup>     )  
  <sup>Ottawa</sup> )

The foregoing instrument was acknowledged before me on August 30, 2018, by SCOTT D. GEERLINGS, as the manager and on behalf of KRAFT AVENUE PROPERTIES, LLC, a Michigan limited liability company.

**DANIELLE BASCH**  
Notary Public, Muskegon County, MI  
My Commission Expires 06/14/2022  
Acting in the County of Ottawa

[Signature]  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_



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**SPARTA STORAGE, LLC**  
a Michigan limited liability company


BY ITS MEMBER: MGC Holdings, LLC,  
a Michigan limited liability company,

By:   
Robert Calkins, Its: Manager

STATE OF MICHIGAN     )  
  ) SS  
COUNTY OF KENT <sup>DB</sup> )  
  ) Ottawa

The foregoing instrument was acknowledged before me on August 30, 2018, by ROBERT CALKINS, as the manager and on behalf of MGC HOLDINGS, LLC as the member and on behalf of SPARTA STORAGE, LLC.

**DANIELLE BASCH**  
Notary Public, Muskegon County, MI  
My Commission Expires 08/14/2020  
Acting in the County of Ottawa

  
Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

⓪ Drafted by and when recorded return to:  
Douglas R. MacDonald  
Buckman MacDonald & Brown PC  
217 East 24<sup>th</sup> Street, Suite 201  
Holland, Michigan 49423  
616-394-4276



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Kent Cnty MI Registr 09/07/2018 SEAL

**EXHIBIT A**

**Legal Description of Burdened Parcel**

Part of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West ¼ corner of said Section; thence S00°11'29"E 1115.73 feet along the West line of said Section to the Point of Beginning; thence N89°31'35"E 1329.42 feet along the South line of the North 453 feet of the South 1/2 of the Northwest 1/4 of said Section; thence S00°13'16"E 208.42 feet along the East line of the West 1/2 of the Southwest 1/4 of said Section; thence S89°28'13"W 165.00 feet along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°13'16"E 352.00 feet along the West line of the East 165 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence S89°28'13"W 874.32 feet along the South line of the North 352 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 150.00 feet along the East line of the West 290.40 feet of said Section; thence S89°28'13"W 290.40 feet along the North line of the South 150 feet of the North 352 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 411.72 feet along the West line of said Section to the Point of Beginning. Subject to highway right-of-way over the West 33 feet thereof.

Parcel No.: PART OF 41-19-32-300-042



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Kent Cnty MI Rgstr 09/07/2018 SEAL

**EXHIBIT B**

**Legal Description of Benefited Parcel**

Land located in the Township of Cascade, County of Kent, State of Michigan, described as follows:

Part of the Southwest  $\frac{1}{4}$  of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent county, Michigan, described as: Commencing at the West  $\frac{1}{4}$  corner of said Section; thence South 00 degrees 11 minutes 29 seconds East 1115.73 feet along the West line of said Section; thence North 89 degrees 31 minutes 35 seconds East 614.00 feet along the South line of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section to the point of beginning; thence North 00 degrees 11 minutes 29 seconds West 453.00 feet along the East line of the West  $\frac{1}{2}$  of said Section; thence North 89 degrees 31 minutes 35 seconds East 715.18 feet along the North line of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section; thence South 00 degrees 13 minutes 16 seconds East 453.00 feet along the East line of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section; thence South 89 degrees 31 minutes 35 seconds West 715.42 feet along said South line to the point of beginning.

Parcel No.: PART OF 41-19-32-300-042

Street Address: 5784 Kraft Avenue SE (Parcel B.1), Grand Rapids, MI 49512



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Kent Cnty MI Rgstr 09/07/2018 SEAL

**EXHIBIT C**

**Access Easement Area**

And an easement for ingress, egress and utility purposes described as: Part of the Southwest ¼ of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West ¼ corner of said Section; thence South 00 degrees 11 minutes 29 seconds East 1115.73 feet along the West line of said Section; thence North 89 degrees 31 minutes 35 seconds East 33.00 feet along the South line of the North 453 feet of the South ½ of the Northwest ¼ of said Section to the East right-of-way line of Kraft Avenue and the point of beginning; thence North 89 degrees 31 minutes 35 seconds East 741.00 feet along said South line; thence Southwesterly, Westerly and Northwesterly 250.70 feet along a 60.00 foot radius curve to the right, said curve having a central angle of 239 degrees 23 minutes 48 seconds and a chord bearing South 29 degrees 13 minutes 29 seconds West 104.24 feet; thence Northwesterly 51.83 feet along a 50.00 foot radius curve to the left, said curve having a central angle of 59 degrees 23 minutes 48 seconds and a chord bearing North 60 degrees 46 minutes 31 seconds West 49.54 feet; thence South 89 degrees 31 minutes 35 seconds West 646.65 feet; thence North 00 degrees 11 minutes 29 seconds West 66.00 feet along the East right-of-way of Kraft Avenue to the point of beginning.



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**EXHIBIT D**

**Existing Easement Agreement**

**See attached document**

5/7/16

REC'D KENT COUNTY, MI REG  
2013 SEP 30 PM 1:23

REC'D KENT COUNTY, MI REG  
2013 SEP 24 PM 3:42

**EXHIBIT D**



**EASEMENT AGREEMENT**  
**(INGRESS, EGRESS, UTILITIES and STORM WATER)**

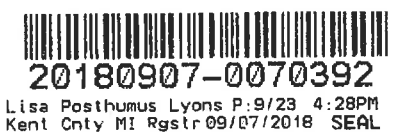
This Easement Agreement for Ingress, Egress, Utilities and Storm Water (the "Agreement") is made this 9<sup>th</sup> day of September, 2013, by KRAFT AVENUE PROPERTIES, LLC, a Michigan limited liability company, whose address is 8436 Homestead Ave., Suite 210, Zeeland, Michigan 49464 ("Grantor"), and EQ REAL ESTATE, LLC, a Michigan limited liability company, whose address is 5101 Kraft Avenue, S.E., Grand Rapids, Michigan 49512 ("Grantee"), on the following terms and conditions.

**Background**

- A. Grantor is the owner of real property in Cascade Township, Kent County, Michigan, legally described on the attached Exhibit A (the "Burdened Parcel").
- B. Grantee is the owner of real property adjacent to the Burdened Property, legally described on the attached Exhibit B (the "Benefited Parcel"). The Burdened Parcel and the Benefited Parcel are referred to herein as a "Parcel", or collectively as "Parcels". The fee owner of a Parcel is referred to herein as an "Owner", or collectively as "Owners". The tenant or occupant of any Parcel, and the employees, agents, contractors, customers, suppliers, invitees, and licensees of any Owner, tenant or occupant, are referred to in this Agreement individually as a "Permittee" and collectively as the "Permittees".
- C. Grantor and Grantee have recently acquired the Burdened Parcel and the Benefited Parcel, respectively, pursuant to the understanding and agreement that the parties would immediately enter into this Agreement providing for the easements and agreements as set forth herein.
- D. Grantor and Grantee desire to provide for the development and future integrated use of the Access Easement Area (defined below) and the Storm Water Easement Area (defined below), as more fully described in this Agreement.

**Agreement**

In consideration of their mutual covenants, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:





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Mary Hollinrake P. 2/15 3:30PM  
Kent Cnty MI Rgstr 10/01/2013 SEAL

1. Access Easement.

(a) Grant of Access and Utilities Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress across a portion of the Burdened Parcel (the "Access Easement Area"), as depicted on the attached Exhibit C and legally described on the attached Exhibit D, and for the construction, maintenance, repair, and replacement of a private roadway and improvements for pedestrian and vehicular ingress and egress. The Access Easement may be used by Grantee and Grantee's Permittees for the purposes described in this Subsection.

(b) Construction of Access Easement Area. Grantor and Grantee each have the right to construct improvements (the "Access Improvements") needed within the Access Easement Area, including a roadway (the "Roadway"). Whichever party desires to improve the Access Easement Area first (the "Access Performing Party") may do so, pursuant to plans and specifications mutually agreed upon by the Owners, which approval shall not be unreasonably withheld, conditioned, or delayed. The construction costs of the Access Improvements within the Access Easement Area, including the Roadway (the "Access Improvements Cost"), shall be equally divided between the Owners (each, an "Improvements Cost Share"). The Access Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Access Improvements Cost, and the other Owner (or Owners) shall reimburse the Access Performing Party for its Improvements Cost Share within thirty (30) days of receipt of the statement. The Access Improvements, including the Roadway, shall be constructed in accordance with all laws and regulations, any specifications that Cascade Township requires, in a good and workmanlike manner, free of all liens and encumbrances, and standards comparable to access improvements and roadways contained in similar first-class industrial parks. Notwithstanding anything in this Agreement to the contrary, Grantee's obligation to pay for costs under this sub-paragraph 1(b) or under subparagraph 1(c) shall be limited to the portion of the Roadway that is adjacent to the south boundary line of the Benefited Parcel. In the event that Grantor desires to extend the Roadway beyond the east boundary line of the Benefited Parcel, then all costs of construction and ongoing maintenance of the portion of the Roadway located to the east of the eastern boundary line of the Benefited Parcel shall be borne exclusively by Grantor.

(c) Maintenance of the Access Easement Area. Once the Access Performing Party completes construction of the Access Improvements within the Access Easement Area, the Owners shall maintain the Access Easement Area in good condition and repair and shall be responsible for snow and ice removal, sweeping, sealing and striping (together, "Access Easement Maintenance"). The Access Performing Party shall be responsible for scheduling and performing (or arranging for the performance of) Access Easement Maintenance. The cost allocated by the Access Performing Party to Access Easement Maintenance shall be divided between the Owners according to the Parcels' "Proportionate Share". For purposes of this Agreement, Grantee's Proportionate Share shall be 30%, and Grantor's Proportionate Share shall be 70%. The Access Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Access Easement Maintenance costs, and the other Owner (or Owners) shall reimburse the Access Performing Party for its Proportionate Share of

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Kent Cnty MI Rgstr 10/01/2013 SEAL

the Access Easement Maintenance costs within thirty (30) days of receipt of the statement. Notwithstanding the foregoing, no Owner shall be liable for any Access Easement Maintenance costs until such Owner pulls a building permit from Cascade Township and begins actual construction of a structure (not including site grading) on that Owner's respective Parcel.

(d) **No Obstructions.** There shall not be constructed over any portion of the Access Easement Area any barrier, fence or other obstruction that inhibits ingress and egress, nor shall any vehicles be parked within the Access Easement Area in such a manner so as to interfere or inhibit ingress and egress; however, a temporary obstruction due to construction, maintenance, repair or replacement activities shall not be considered an unreasonable interference with ingress and egress.

2. **Storm Water Easement.**

(a) **Grant of Easement for Storm Water Management Purposes.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement for storm water management purposes (the "Storm Water Easement"), including (i) the construction, installation, operation and maintenance of underground pipes, a storm water detention pond, and other storm water facilities (collectively, the "Storm Water Facilities"), over those portions of the Burdened Parcel (the "Storm Water Easement Area") as may be reasonably necessary to drain storm water from the Benefited Parcel, and (ii) the right to tie into and use those portions of any storm water system located or relocated from time to time on the Burdened Parcel for the purpose of discharging and draining storm water from the Benefited Parcel. The proposed possible locations of a storm water detention pond are depicted on the attached **Exhibit E**. The Storm Water Easement may be used by Grantee and Grantee's Permittees for the purposes described in this Subsection.

(b) **Construction of Storm Water Facilities.** Grantor and Grantee each have the right to construct any Storm Water Facilities that will be shared by the Parcels (the "Shared Storm Water Facilities") within the Storm Water Easement Area. Whichever party desires to construct the Shared Storm Water Facilities first (the "Facilities Performing Party") may do so, pursuant to plans and specifications mutually agreed upon by the Owners, which approval shall not be unreasonably withheld, conditioned, or delayed. The construction costs of the Shared Storm Water Facilities (the "Shared Facilities Improvements Cost") shall be equally divided between the Owners (each, a "Facilities Cost Share"). The Facilities Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Shared Facilities Improvements Cost, and the other Owner (or Owners) shall reimburse the Facilities Performing Party for its Facilities Cost Share within thirty (30) days of receipt of the statement. Notwithstanding the foregoing, it is the parties' intent that each Owner pay all costs of any detention basins needed to drain such Owner's parcel as well as any infrastructure exclusively serving its parcel. Consequently, the Shared Storm Water Facilities shall be limited to infrastructure serving multiple parcels such as shared pipes, catch basins, etc., and each Owner shall be responsible for the costs to construct any Storm Water Facilities serving only such Owner's Parcel, including, but not limited to, any water detention basin serving only such Owner's Parcel. The Storm Water Facilities shall be constructed in accordance with all laws and

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Kent Cnty MI Rgstr 10/01/2013 SEAL


regulations, any specifications that Cascade Township requires, in a good and workmanlike manner, and free of all liens and encumbrances.

(c) Maintenance of the Storm Water Facilities. Once the Facilities Performing Party completes construction of the Shared Storm Water Facilities within the Storm Water Easement Area, the Owners shall maintain the Shared Storm Water Facilities in good condition and repair (the "Shared Facilities Maintenance"). The Facilities Performing Party shall be responsible for scheduling and performing (or arranging for the performance of) the Shared Facilities Maintenance. The cost allocated by the Facilities Performing Party to Shared Facilities Maintenance shall be divided between the Owners according to the Parcels' Proportionate Share. The Facilities Performing Party may, from time to time, provide the other Owner (or Owners) with a statement itemizing the Shared Facilities Maintenance costs, and the other Owner (or Owners) shall reimburse the Facilities Performing Party for its Proportionate Share of the Shared Facilities Maintenance costs within thirty (30) days of receipt of the statement. Notwithstanding the foregoing, no Owner shall be liable for any Shared Facilities Maintenance costs until such Owner pulls a building permit and begins actual construction of a structure (not including site grading) on the Owner's Parcel. Each Owner shall be responsible for the maintenance of any Storm Water Facilities serving only such Owner's Parcel.

(d) Relocation of Storm Water Facilities. After any Storm Water Facilities have been initially constructed, the Owner of the Burdened Parcel shall have the right, at such Owner's sole expense, to relocate any Storm Water Facilities located on the Burdened Parcel, provided that such relocation shall not diminish the flow, reduce the capacity or increase the cost of the storm water drainage available to the Benefited Parcel, shall not unreasonably interfere with the conduct or operation of the business conducted on the Benefited Parcel, shall be done in an expeditious and good and workmanlike manner, free of all liens and encumbrances, and shall be evidenced by an amendment to this Agreement executed by the parties hereto and recorded in the Office of the Register of Deeds of Kent County.

3. Utilities Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Utilities Easement") within the Access Easement Area for the installation, maintenance, repair and replacement of any utilities serving any portion of the Benefited Parcel. The Utilities Easement may be used by Grantee and its Permittees for the purposes described in this Section. Grantee shall pay for all costs to install, maintain, repair and replace any utilities serving the Benefited Parcel within the Access Easement Area. Any utilities shall be installed pursuant to plans and specifications mutually agreed upon by the Owners, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. Insurance. Each Owner agrees to obtain, at their own cost and expense, general commercial liability insurance, in the sum of not less than \$3,000,000 combined single limit coverage, to cover any property damage to or any personal injuries or death that may be caused within the Access Easement Area or the Storm Water Easement Area, up to the limits of said insurance. Each Owner shall name the other Owner (or Owners) as an additional insured and provide a copy of any policy(ies) to the other party upon demand.

  
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Mary Hollinsake P 6/15 4 30PM  
Kent Cnty MI Rgstr 10/01/2012 SEAL

5. **Waiver of Subrogation.** Both Grantor and Grantee hereby release and discharge the other party, and the other party's representatives, of and from any and all liability arising from any loss, damage, injury, or death which is actually covered by insurance policies obtained by either party related to any losses, damages, or injury which occur as a result of any action taken under this Agreement. If an endorsement by the insurance company is required for the waiver of the right of recovery set forth above, then both parties shall obtain such endorsements.

6. **Breach.** If any Owner fails to perform any covenant, condition or agreement contained in this Agreement, the Owner harmed by such failure may give the defaulting party at least thirty (30) days written notice of such alleged default. If such default is not cured within such thirty (30) day notice period (or if such default is not reasonably susceptible of being cured within such thirty (30) day notice period and the defaulting party has not in good faith commenced the curing of such default within such thirty (30) day notice period and has not thereafter prosecuted the curing of such default with diligence and continuity to completion), the Owner harmed by such default may institute legal proceedings for full and adequate relief from the consequences of such default. Further, the defaulting Owner hereby grants to the other Owner harmed by its default a non-exclusive right of entry and non-exclusive easement across and under any and all parts of the defaulting Owner's Parcel (excluding the right to enter any buildings demised to others) for all purposes reasonably necessary to enable the harmed Owner and/or its Permittees to perform any of the terms, provisions, covenants or conditions of this Agreement which the defaulting Owner shall have failed to perform, after notice and time to cure, but no notice or cure period need be given in the event of any emergency. In the event that a non-defaulting Owner exercises its self-help remedy, the defaulting Owner shall pay all of the non-defaulting Owner's costs to cure such default with interest at the floating Prime Rate of interest published in *The Wall Street Journal*, plus four percent (4%).

7. **Lien Rights.** Any claim for reimbursement, including interest, and all costs and expenses, including reasonable attorneys' fees awarded to any party in enforcing any payment in any proceeding under this Agreement, shall be assessed against a defaulting Owner in favor of the claimant party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien in the Office of the Register of Deeds of Kent County, Michigan; provided, however, any Assessment Lien shall be subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, and (ii) all liens recorded in the Office of the Register of Deeds of Kent County, Michigan prior to the date of recordation of the notice of lien. All other liens recorded subsequent to the recordation of the notice of lien described in this Section shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording the lien shall record an appropriate release of the notice of lien and Assessment Lien.

8. **Damage; Indemnification.** If either Owner or its Permittees shall cause any damage to the property of the other Owner (or Owners), the Access Easement Area or the Storm Water Easement Area (other than ordinary wear and tear), the party responsible for the damage shall pay for any repairs or replacements necessary to restore or replace the damaged property. Each Owner having rights with respect to the Access Easement Area or the Storm Water Easement Area ("Indemnitor") shall indemnify and hold the other Owner (or Owners) harmless

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Kent Cnty MI Rgstr 10/01/2013 SEAL

from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Indemnitor or its Permittees.

9. **Diligent Prosecution of Work.** Once any construction or maintenance undertaken pursuant to this Agreement is commenced, the construction or maintenance shall be diligently prosecuted to completion, so as to minimize any interference of business of all other Owners and their Permittees.

10. **Division of Parcels.** If any Parcel is divided, the Improvement Cost Share, Proportionate Share, and Facilities Cost Share for such Parcel shall be adjusted accordingly. For clarity, if Grantee divides the Benefited Parcel, then Grantee may allocate Grantee's Proportionate Share (i.e. 30%) between or among any of the resulting parcels as it sees fit, provided that the combined share of said parcels shall equal 30% for purposes of this Agreement. Likewise, if Grantor divides the Burdened Parcel, then Grantor may allocate Grantor's Proportionate Share (i.e. 70%) between or among the resulting parcels as Grantor sees fit, provided that the combined share of said parcels shall equal 70% for purposes of this Agreement.

11. **Amendment.** The parties agree that the provisions of this Agreement shall be modified or amended only by the written consent of all of the Owners, evidenced by a document that has been executed and acknowledged by all such record Owners and recorded in the official records of the Office of the Register of Deeds of Kent County.

12. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to here written, and all prior representations, negotiations and understandings are superseded by this Agreement.

13. **Interest in Realty.** The easements described in this Agreement shall be perpetual easements over the Burdened Parcel for the use and benefit of the Benefited Parcel and shall be an appurtenance to the Benefited Parcel and run with the land.


14. **Notices.** All notices, demands and requests required or permitted to be given by any party to the other shall be in writing, and shall be deemed given upon delivery if delivered personally, or upon the next business day when sent by certified mail, return receipt requested, or by overnight national courier service.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

16. **Parties Bound.** The terms and conditions of this Agreement shall bind and benefit Grantor and Grantee, all future owners of the Benefited Parcel and the Burdened Parcel, and their successors and assigns.

17. **Transfer Tax Exemption.** This Agreement is exempt from transfer taxes pursuant to MCLA §§207.505(a) and 207.526(a).

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Mary Hollinsake P-7/15 4:30PM  
Kent Cnty MI Regstr 10/01/2013 SEAL

THE PARTIES have signed this Agreement as of the date set forth above.

**KRAFT AVENUE PROPERTIES, LLC,** a Michigan limited liability company

By: [Signature]  
Its: Scott D. Greer  
Manager

STATE OF MICHIGAN )  
COUNTY OF KENT )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2013, by Scott D. Greer the Manager of Kraft Avenue Properties, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_

RENEE M. VANDRIEL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF KENT  
MY COMMISSION EXPIRES Jun 7, 2019  
ACTING IN COUNTY OF Kent

**EQ REAL ESTATE, LLC,** a Michigan limited liability company  
By: [Signature]  
Its: Holly McManus  
Manager \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF KENT ) ss

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2013, by Holly McManus, the Manager of EQ Real Estate, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]  
Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_

RENEE M. VANDRIEL  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF KENT  
MY COMMISSION EXPIRES Jun 7, 2019  
ACTING IN COUNTY OF Kent

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Kent Cnty MI Regstr 09/07/2018 SEAL

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20131001-0101510  
Mary Hollinrake P 8/15 4:30PM  
Kent Cnty MI Rgstr 10/01/2013 SEAL

Drafted by and after recorded return to:  
Steven Morren, Esq.  
VARNUM LLP  
PO BOX 352 - Bridgewater Place  
Grand Rapids, Michigan 49501-0352


[REDACTED]  
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Lisa Posthumus Lyons P:16/23 4:28PM  
Kent Cnty MI Rgstr 09/07/2018 SEAL

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Mary Hollinsake P. 9/10 4:30PM  
Kent Cnty MI Rgstr 10/01/2013 SEAL

**EXHIBIT A**

Legal Description of Burdened Parcel

Part of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S00°11'29"E 1115.73 feet along the West line of said Section to the Point of Beginning; thence N89°31'35"E 614.00 feet along the South line of the North 453 feet of the South 1/2 of the Northwest 1/4 of said Section; thence N00°11'29"W 453.00 feet along the East line of the West 614 feet of said Section; thence N89°31'35"E 715.18 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°13'16"E 661.42 feet along the East line of the West 1/2 of the Southwest 1/4 of said Section; thence S89°28'13"W 165.00 feet along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°13'16"E 352.00 feet along the West line of the East 165 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence S89°28'13"W 874.32 feet along the South line of the North 352 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 150.00 feet along the East line of the West 290.40 feet of said Section; thence S89°28'13"W 290.40 feet along the North line of the South 150 feet of the North 352 feet of the Southwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 411.72 feet along the West line of said Section to the Point of Beginning. Containing 22.23 acres including highway right-of-way. Subject to highway right-of-way over the West 33 feet thereof. Also subject to easements, restrictions and rights-of-way of record.

  
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Kent Cnty MI Rgstr 09/07/2018 SEAL

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Mary Hollinrake P. 10/15 4:30PM  
Kent Cnty NJ Rgstr 10/01/2013 SEAL

**EXHIBIT B**

**Legal Description of Benefited Parcel**

Part of the Southwest 1/4 of Section 32, Town 6 North, Range 10 West, Cascade Township, Kent County, Michigan, described as: Commencing at the West 1/4 corner of said Section; thence S00°11'29"E 662.73 feet along the West line of said Section to the Point of Beginning; thence N89°31'35"E 614.00 feet along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section; thence S00°11'29"E 453.00 feet along the East line of the West 1/4 of said Section; thence S89°31'35"W 614.00 feet along the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section; thence N00°11'29"W 453.00 feet along said West line to the Point of Beginning. Containing 6.39 acres including highway right-of-way. Subject to highway right-of-way over the West 33 feet thereof. Also subject to easements, restrictions and rights-of-way of record.



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Lisa Posthumus Lyons P. 18/23 4:28PM  
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Mary Mallinrake P 11/15 4:30PM  
Kent Cnty MI Rgstr 10/01/2013 SEAL  
**EXHIBIT C - 1**

Drawing Showing Access Easement Area

The approximate area of the Access Easement Area is depicted on C-2. A final drawing shall be incorporated into an amendment to this Easement to be agreed upon by the parties and recorded at the time construction of the Roadway commences. If no such amendment is recorded, then the Access Easement Area shall include the strip of land adjacent to the south boundary line of the Benefited Premises of a sufficient width that includes the Roadway as constructed.

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Kent Cnty MI Rgstr 09/07/2018 SEAL

**EXHIBIT D**

**Legal Description of Access Easement Area**

The legal description of the Access Easement Area shall be incorporated into an amendment to this Easement to be agreed upon by the parties and recorded at the time construction of the Roadway commences.



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EXHIBIT E - 1

Drawing Showing Proposed Detention Pond Locations

The approximate area of the Detention Pond Locations is depicted on E - 2. A final drawing shall be incorporated into an amendment to this Agreement to be agreed upon by the parties and recorded at the time the first detention basin is constructed.



STAFF REPORT: Case # 19-3542  
REPORT DATE: July 29, 2019  
PREPARED FOR: Cascade Charter Township Planning Commission  
MEETING DATE: August 12, 2019  
PREPARED BY: Steve Peterson, Planning Director

APPLICANT:  
Steve Plakmeyer  
Watermark Property LLC  
5500 Cascade Rd  
Cascade MI 49546

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STATUS  
OF APPLICANT: Developer

REQUESTED ACTION: Basic Plan Review to amend the P.U.D. to allow for an expansion of the pool equipment building and build an additional building to accommodate the restaurant/bar at the Swim Center building.

EXISTING ZONING OF  
SUBJECT PARCEL: P.U.D. 15

GENERAL LOCATION: Southern terminus of Gailbraith

PARCEL SIZE: Approximately 2.8 acres.

EXISTING LAND USE  
ON THE PARCEL: Swim Center for Golf Course/Country Club

ADJACENT AREA  
LAND USES: N – Office  
S – Clubhouse  
E- Golf course  
W – Farm

ZONING ON ADJOINING  
PARCELS: N – Golfview PUD 2  
S – Watermark PUD 15  
E- Watermark PUD 15  
W – R1





July 23, 2019

Mr. Steve Peterson  
Community Development Director  
Cascade Township  
2865 Thornhills Avenue SE  
Grand Rapids, MI 49546

RE: ***REVISED SUBMITTAL***  
Ordinance #10 of 1997, The Forest Hills Golf Course/Watermark Condominiums PUD  
1611 Galbraith Avenue SE (41-19-06-402-003)

Dear Mr. Peterson:

Included with this cover letter, please find five (5) copies of the submittal package for the planned unit development amendment for the pool building site at the Watermark Country Club at 1611 Galbraith Avenue SE, permanent parcel number 41-19-06-402-003. The applicant is seeking a major PUD amendment at the determination of staff to decrease the size of the pool building (removing the kitchen and bar/eating area) and to add a small building to house the food and beverage at the rear of the property. Each application package includes the following:

1. Application
2. Project description (*revised*)
3. Existing parking summary
4. Proposed parking summary
5. Architectural elevations
6. Architectural floorplan
7. Site plan set (to scale, 24x36) (*revised*)

These items are being submitted for basic plan review at the August 12, 2019 Planning Commission meeting and a public hearing at the August 19, 2019 Planning Commission meeting. A separate submittal will be provided to the Township Engineer including revised drainage calculations. Should you have any questions or need additional information, please do not hesitate to contact me at (616) 575-5190.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Kuiper".

Kelly Kuiper  
Project Manager



1611 Galbraith Ave

DENALI WOODS DR

CASCADE RD

MAC NIDER AVE

GALBRAITH AVE

ARBORETUM DR

SPAULDING AVE

ABBEYDALE DR

BROOKDALE CT

FITCHETT CT

SUNDYBANK CT

MEDWAY CT

WATERMARK DR



# CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan  
49546-7140

## PLANNING & ZONING APPLICATION

**APPLICANT:** Name: Watermark Property LLC

Address: 1611 Galbraith Avenue SE

City & Zip Code Grand Rapids 49546

Telephone: (616) 698-1100

Email Address: splaykmeyer@centuryg.com

**OWNER: \* (If different from Applicant)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

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

**BRIEFLY DESCRIBE YOUR REQUEST:\*\***

**See attached.**

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(\*\*Use Attachments if Necessary)

**-SEE OTHER SIDE-**

**LEGAL DESCRIPTION OF PROPERTY\*\*:**

**See attached.**

(\*\*Use Attachments if Necessary)

**PERMANENT PARCEL (TAX) NUMBER: 41-19 06-402-003**

**ADDRESS OF PROPERTY: 1611 Galbraith Avenue SE, Grand Rapids, MI 49546**

**PRESENT USE OF THE PROPERTY: 201- Commercial Improved 201**

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

**Name(s)**

**Address(es)**

**Watermark Property LLC**

**5555 Corporate Exchange Ct**

**SE, Grand Rapids, MI 49512**

**SIGNATURES**

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

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

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

\_\_\_\_\_  
Applicant – Print or Type Name

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

\_\_\_\_\_  
Applicant’s Signature & Date

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

PROJECT DESCRIPTION

1611 Galbraith Avenue SE PUD Amendment

The proposed PUD amendment to the recently amended Forest Hills Golf Course/Watermark Condominiums PUD (Ordinance #10 of 1997) is minor in nature. As you are all aware, the recent PUD amendment proposed to physically expand the building from 1,695 square feet to 6,563 square feet. In addition, the setbacks changed slightly for the front setback (adjacent to the interior parking lot) and the north side setback. The approved PUD amendment primarily focused on the change in use for two (2) of the buildings associated with the PUD. The expanded pool building provided for a larger kitchen and associated bar/eating area, the restrooms and changing/locker rooms to increase in size and the SNAP Fitness facility to move into the pool building (from the Watermark office building). The recently approved pool building was proposed to include 1,300 square feet of kitchen space, 700 square feet of locker room space and 4,563 square feet of fitness space.

APPROVED SETBACKS:

Front	15.0 ft (8.1 ft from entry overhang)
Rear	Unchanged from original
North Side	21.3 ft
South Side	Unchanged from original

PROPOSED SETBACKS:

Front	11.4 ft from entry overhang
Rear	69.3 ft
North Side	20 ft (17.2 ft from overhang)
Acc. Build.	14.9 ft (13.5 ft from overhang) *Unchanged from original
South Side	Unchanging

After additional discussion with the architectural consultant and Watermark staff, it was determined that the proposed kitchen and bar/eating facility created potential danger due to the proximity to the zero entry kid's pool area. Therefore, it is now being proposed to remove the kitchen and bar/eating area completely from the main pool building and construct a new, small 635 square foot building at the rear of the property next to the existing pool maintenance building. The building will include an overhang, therefore, the total square footage to the outside of the posts is 1,717 square feet and the total square footage of the entire overhang area is 2,177 square feet. The removal of this use from the main building allows the main building to slightly decrease in size (by 118 square feet). The adjacent mechanical building footprint is unchanging. Therefore, there is proposed to be a net increase of building square footage of 517 square feet, and an overall footprint increase of 2,059 square feet.

As approved with the previous PUD amendment, a traditional stormwater detention system will still be added to the site. Due to the increase in impervious surface on the site, a separate revised plan will be submitted to the Township Engineer for review and approval.

Also noted in the previous PUD amendment, it is important to point out that although the square footage of the pool building is still increasing (and increasing 517 square feet greater), parking calculations for recreational sites are primarily determined by occupancy. Although an increased square footage could potentially mean a greater occupancy, the overall membership of the Country Club and pool are not increasing congruently. In addition, although the fitness facility is moving to this building from the existing office building, the square footages of the previous fitness facility to the proposed are equivalent. Additional office space for Watermark Country Club is proposed where the previous fitness facility was located. Therefore, the approved uses from the original Watermark Planned Unit Development are not changing and the current shared parking facilities will continue to exceed the necessary required. The parking calculations previously submitted are still accurate and have been submitted again to be a part of the record of this new request.

Last, the discussion regarding the uses on site and the expansion of the Watermark offices still hold true from the recent PUD amendment. No amendments to the decision by the Planning Commission regarding this is being request and as before, no additional users, lease space, new tenants, etc. are included with the proposed expansion.

## Existing Parking Summary

### Existing Watermark Pool Building Information

Tenant	Use	Area (square feet)	Parking Ratio Req'd	Parking Spaces Req'd
Watermark Pool Building and Deck (capacity = 500 people)	Recreational Uses	1,695	1 space / 4 persons capacity	125.0

### Existing Building to the South Information

Tenant	Use	Area (square feet)	Parking Ratio Req'd	Parking Spaces Req'd
Snap Fitness (capacity = 127 people)	Recreational Uses	6,349	1 space / 4 persons capacity	31.8
Highpoint/Prop Resources	General Office	2,155	3 spaces / 1,000 sf	6.5
Visser Design	General Office	1,339	3 spaces / 1,000 sf	4.0
Reliable Energy	General Office	1,407	3 spaces / 1,000 sf	4.2
Watermark/RedWater	General Office	2,155	3 spaces / 1,000 sf	6.5

### Existing Building to the Southeast Information

Tenant	Use	Area (square feet)	Parking Ratio Req'd	Parking Spaces Req'd
Watermark Pro Shop	Low Intensity Retail/Repair/Workshop	666	2 spaces / 1,000 sf	1.3
Watermark Restaurant	Restaurant	4,344	10 spaces / 1,000 sf	43.4
Watermark Banquet A	Restaurant	1,046	10 spaces / 1,000 sf	10.5
Watermark Banquet B	Restaurant	4,779	10 spaces / 1,000 sf	47.8
Watermark Banquet C	Restaurant	735	10 spaces / 1,000 sf	7.4

<b>TOTAL PARKING REQUIRED</b>	<b>288</b>
<b>PARKING PROVIDED ON SITE</b>	<b>297</b>
<b>PARKING PROVIDED BY CROSS PARKING EASEMENT (SEE NOTE 3 BELOW)</b>	<b>50</b>
<b>TOTAL PARKING PROVIDED</b>	<b>347</b>

#### Notes:

1. Capacity of Snap Fitness is based on International Building Code occupancy use group A-3 with a minimum of 50sf/person at maximum occupancy load.
2. Capacity of Watermark Pool & Deck Area is based on International Building Code requirements for 50sf/person for the pool deck area at maximum occupancy load.
3. A cross parking easement (Liber 5628 Page 919-928) exists for the benefit of Watermark pool for a total of 50 spaces from the property owner to the north.

## Proposed Parking Summary

### Proposed Watermark Pool and Fitness Building Information

Tenant	Use	Area (square feet)	Parking Ratio Req'd	Parking Spaces Req'd
Snap Fitness (capacity = 91 people)	Recreational Uses	4,563	1 space / 4 persons capacity	22.8
Watermark Pool Building & Deck Area (capacity = 500 people) ❖	Recreational Uses	25,000	1 space / 4 persons capacity	125.0

❖ Although the pool building is being modified, the capacity of the pool building and deck are still limited to 500 people

### Existing Building to the South Information

Tenant	Use	Area (square feet)	Parking Ratio Req'd	Parking Spaces Req'd
Watermark Offices*	General Office	6,349	3 spaces / 1,000 sf	19.0
Highpoint/Prop Resources	General Office	2,155	3 spaces / 1,000 sf	6.5
Visser Design	General Office	1,339	3 spaces / 1,000 sf	4.0
Reliable Energy	General Office	1,407	3 spaces / 1,000 sf	4.2
Watermark/RedWater	General Office	2,155	3 spaces / 1,000 sf	6.5

\* Existing Snap Fitness portion of existing southerly building will be used for Watermark office space following Snap Fitness relocation to the proposed building

### Existing Building to the Southeast Information

Tenant	Use	Area (square feet)	Parking Ratio Req'd	Parking Spaces Req'd
Watermark Pro Shop	Low Intensity Retail/Repair/Workshop	666	2 spaces / 1,000 sf	1.3
Watermark Restaurant	Restaurant	4,344	10 spaces / 1,000 sf	43.4
Watermark Banquet A	Restaurant	1,046	10 spaces / 1,000 sf	10.5
Watermark Banquet B	Restaurant	4,779	10 spaces / 1,000 sf	47.8
Watermark Banquet C	Restaurant	735	10 spaces / 1,000 sf	7.4

<b>TOTAL PARKING REQUIRED</b>	<b>298</b>
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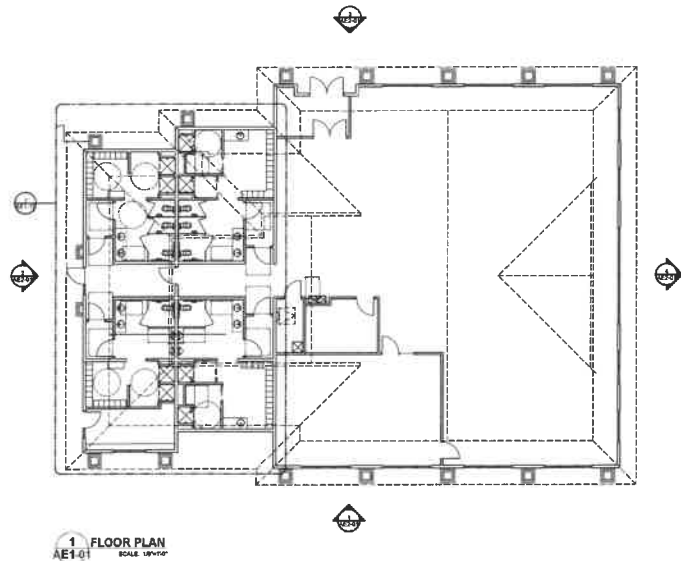
PARKING PROVIDED ON SITE	297
PARKING PROVIDED BY CROSS PARKING EASEMENT (SEE NOTE 3 BELOW)	50
<b>TOTAL PARKING PROVIDED</b>	<b>347</b>

#### Notes:

- Capacity of Snap Fitness is based on International Building Code occupancy use group A-3 with a minimum of 50sf/person at maximum occupancy load.
- Capacity of Watermark Pool & Deck Area is based on International Building Code requirements for 50sf/person for the pool deck area at maximum occupancy load.
- A cross parking easement (Liber 5628 Page 919-928) exists for the benefit of Watermark pool for a total of 50 spaces from the property owner to the north.







**GENERAL WALL NOTES**

1. ALL PARTITIONS ARE TYPE "A" UNLESS NOTED OTHERWISE
- 2.

**PARTITION NOTES**

1. CONTRACTOR IS RESPONSIBLE FOR SELECTING THE PROPER GRADE OF METAL STUD BASED ON WALL HT. MANUFACTURER'S SPECIFICATIONS. 1" OF LEAD FOR SOUNDING COMPONENTS IS TO BE WITH PLAN / SCHEDULE.
2. MINIMUM METAL STUD THICKNESS SHALL BE 1/2" (25 GA) UNLESS OTHERWISE NOTED BY MANUFACTURER'S HEIGHT LIMITATIONS.
3. METAL STUD TRACKS AND SUPPORTED SUBPANELS FRAMING SHALL BE NOT LESS THAN 1 1/2" x 3" UNLESS OTHERWISE NOTED BY MANUFACTURER'S HEIGHT LIMITATIONS.
4. ALL STUDS SHALL BE TYPE "A" SUPPORT CHANNELS SHALL BE NOT LESS THAN 1 1/2" x 3" UNLESS OTHERWISE NOTED BY MANUFACTURER'S HEIGHT LIMITATIONS.
5. PROVIDE FULL STUD BRACES TO STRUCTURE ABOVE AS REQUIRED FOR WALLS THAT DO NOT EXCEED 10' TO 12'.
6. BRACES SHALL BE FULLY BRACED TO STRUCTURE ABOVE AS REQUIRED FOR WALLS THAT DO NOT EXCEED 10' TO 12'.
7. USE METAL STUD TRACKS THAT ARE CONFORMING TO TOILET ROOM, JANETRY, ETC. TYPE "A" UNLESS OTHERWISE NOTED BY MANUFACTURER'S HEIGHT LIMITATIONS.
8. PROVIDE CONTROLS JOINTS BY CITY WALLWORK FOR WALLS AT SPECIFIC LOCATIONS AND COMPONENTS AS INDICATED BY OTHER DRAWINGS.
9. PROVIDE BLOCKING AS WALLS FOR ALL MOUNTED FIXTURES INCLUDING COUNTER TOPS, CABINETS, DISPOSABLE DRAINS, EQUIPMENT, ETC.
10. ALL LINES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
11. ALL LINES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
12. DEMOLITION AND THROUGH PENETRATIONS IN RAISED CONSTRUCTION SHALL BE PROTECTED BY APPROVED METHODS AND TESTED IN ACCORDANCE WITH ASTM D 4101.
13. THE WALLS AND PARTITIONS ARE PROTECTED BY APPROVED METHODS AND TESTED IN ACCORDANCE WITH ASTM D 4101.

**FLOOR PLAN KEY NOTES**

- FLOOR PLAN LEGEND**
- EXISTING WALL / PARTITION TO REMAIN
  - NEW METAL STUD / GYP BOARD PARTITION PER SCHEDULE
  - WALL, PARTITION, CEILING, ETC. ABOVE
  - NEW MASONRY PARTITION / WALL PER SCHEDULE
  - EXISTING PARTITION, DOORS, WINDOWS, ETC. TO BE REMOVED
  - AREA OF WORK
  - AREA NOT IN CONTRACT

**DEMOLITION GENERAL NOTES**

**DEMOLITION PLAN KEY NOTES**

- DEMOLITION LEGEND**
- AREA OF WORK
  - AREA NOT IN CONTRACT
  - EXISTING CONSTRUCTION TO BE REMOVED
  - EXISTING CONSTRUCTION TO REMAIN

**BUILDING AREA**

POOL FITNESS BUILDING	6,322 SQ. FT.
PREVIOUS DESIGN	5,420 SQ. FT.
NEW DESIGN	4,281 SQ. FT.
MECH/OCCUP ROOMS	4,211 SQ. FT.
NEW FITNESS	4,822 SQ. FT.
W/ LOCKER ROOMS	6,811 SQ. FT.
CONCRETE BUILDING	148 SQ. FT.

**-W-**

Watermark Properties  
1616 Galbreath Ave SE  
Grand Rapids MI 49546  
616.255.5956  
watermark.com

**WATERMARK POOL BLDG**  
Galbreath Ave SE

**GHAFARI**  
CONCEPT DESIGN

85 MONROE CENTER SUITE 400  
GRAND RAPIDS, MI 49503 USA  
TEL: +1 616 771 0060  
www.ghafari.com

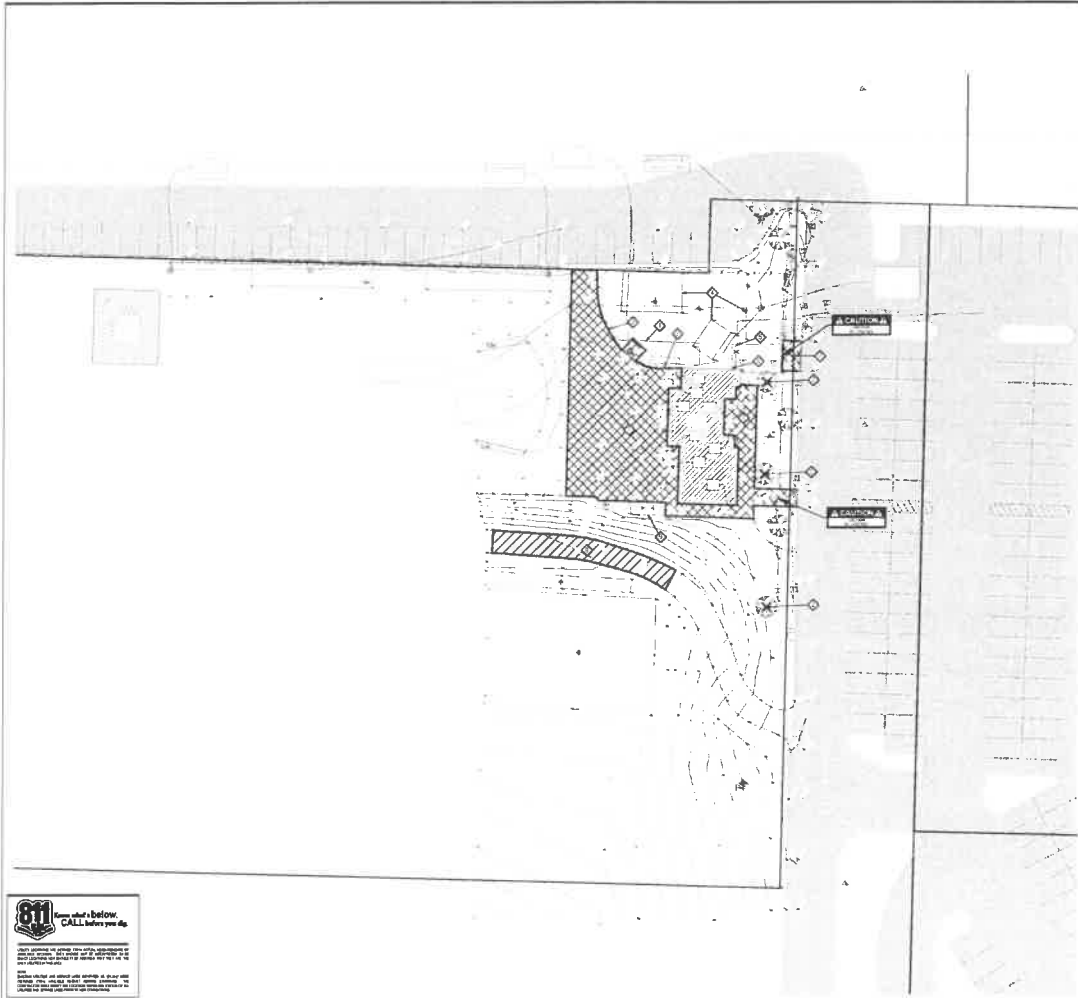
NOT FOR CONSTRUCTION

PROJECT #	1616-01
DATE	04/20/2014
DESIGNED BY	AE1-01
DRAWN BY	AE1-01
CHECKED BY	AE1-01
DATE	04/20/2014

**FLOOR PLAN**

AE1-01  
SHEET NUMBER





Distance      The Difference



**REMOVAL / DEMOLITION NOTES**

- ◆ REMOVE EXISTING CONCRETE FOUNDATION
- ◆ REMOVE EXISTING BRICKWORK
- ◆ REMOVE EXISTING STEEL STRUCTURE
- ◆ REMOVE EXISTING PLASTER AND FINISH
- ◆ REMOVE EXISTING ROOF
- ◆ REMOVE EXISTING GLASS CURTAIN WALL
- ◆ REMOVE EXISTING CONCRETE BEAMS
- ◆ REMOVE EXISTING MASONRY
- ◆ REMOVE EXISTING ROOFING
- ◆ REMOVE EXISTING INTERIORS

**LEGEND**

- ▨ EXISTING BRICK CURTAIN WALL
- ▨ EXISTING CONCRETE FOUNDATION
- ▨ EXISTING CONCRETE & MASONRY
- ▨ EXISTING STEEL STRUCTURE
- X EXISTING MASONRY

**REMOVAL / DEMOLITION NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF GRAND RAPIDS AND THE GRAND RAPIDS ZONING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE GRAND RAPIDS ZONING DEPARTMENT AND THE GRAND RAPIDS ZONING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE GRAND RAPIDS ZONING DEPARTMENT AND THE GRAND RAPIDS ZONING DEPARTMENT.

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**PREPARED FOR:**  
 Century Technology Group - Watermark  
 Plasterwork, Stone  
 1655 Corporate Exchange Ct SE  
 Grand Rapids, MI 49503  
 Phone: 616.484.1100

**REVISIONS:**

NO. 1	DATE	BY	DESCRIPTION
1	08/11/2011	JK	ISSUE FOR PERMITS
2	08/11/2011	JK	ISSUE FOR PERMITS
3	08/11/2011	JK	ISSUE FOR PERMITS
4	08/11/2011	JK	ISSUE FOR PERMITS
5	08/11/2011	JK	ISSUE FOR PERMITS
6	08/11/2011	JK	ISSUE FOR PERMITS
7	08/11/2011	JK	ISSUE FOR PERMITS
8	08/11/2011	JK	ISSUE FOR PERMITS
9	08/11/2011	JK	ISSUE FOR PERMITS
10	08/11/2011	JK	ISSUE FOR PERMITS

**WATERMARK POOL BUILDING**  
 Demolition Plan  
 311 CALDWAY AVENUE  
 CITY OF GRAND RAPIDS, WEST COUNTY, THE STATE OF MICHIGAN



**PROJECT NO:**  
16402396

**SHEET NO:**  
**C-203**



PREPARED FOR:  
Carter Technology Group - William  
Rathbone, Sr.  
1885 Corporate Exchange C DE  
Grand Rapids, MI 49503  
Phone: 616.496.1100

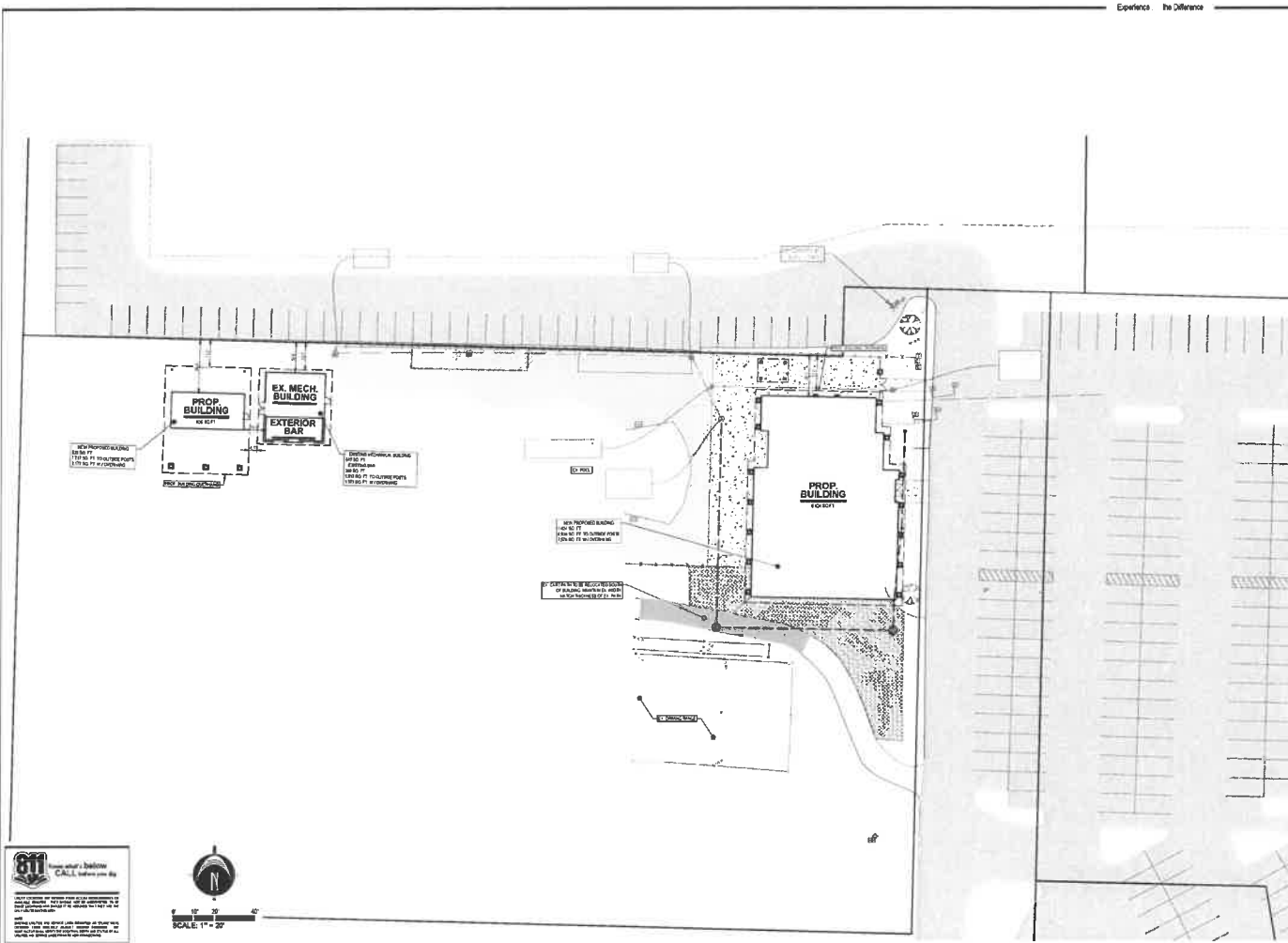
REVISIONS:

No.	DATE	DESCRIPTION
1	10/20/11	1. New layout
2	10/20/11	2. New layout
3	10/20/11	3. New layout
4	10/20/11	4. New layout
5	10/20/11	5. New layout
6	10/20/11	6. New layout
7	10/20/11	7. New layout
8	10/20/11	8. New layout
9	10/20/11	9. New layout
10	10/20/11	10. New layout

**WATERMARK POOL BUILDING**  
Site Layout Plan  
PART OF THE RECORD DRAWING AND PART OF THE RECORD SET FOR THE RECORD SET, THE CITY OF GRAND RAPIDS, WEST COAST, MICHIGAN



PROJECT NO:  
16400396  
SHEET NO:  
**C-205**



**811**  
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**PREPARED FOR:**  
Century Technology Group, Watermark  
Parkway, Blue

1515 Corporate Exchange, 2<sup>nd</sup> Fl  
Grand Rapids, MI 49512  
Phone: 616.296.1998

**REVISIONS:**

NO. 01	DATE 03/08/10	BY J. D. BROWN	DESCRIPTION
02	03/08/10	J. D. BROWN	REVISION
03	03/08/10	J. D. BROWN	REVISION
04	03/08/10	J. D. BROWN	REVISION
05	03/08/10	J. D. BROWN	REVISION
06	03/08/10	J. D. BROWN	REVISION
07	03/08/10	J. D. BROWN	REVISION
08	03/08/10	J. D. BROWN	REVISION
09	03/08/10	J. D. BROWN	REVISION
10	03/08/10	J. D. BROWN	REVISION

**WATERMARK POOL BUILDING**

**Overall Site Layout**

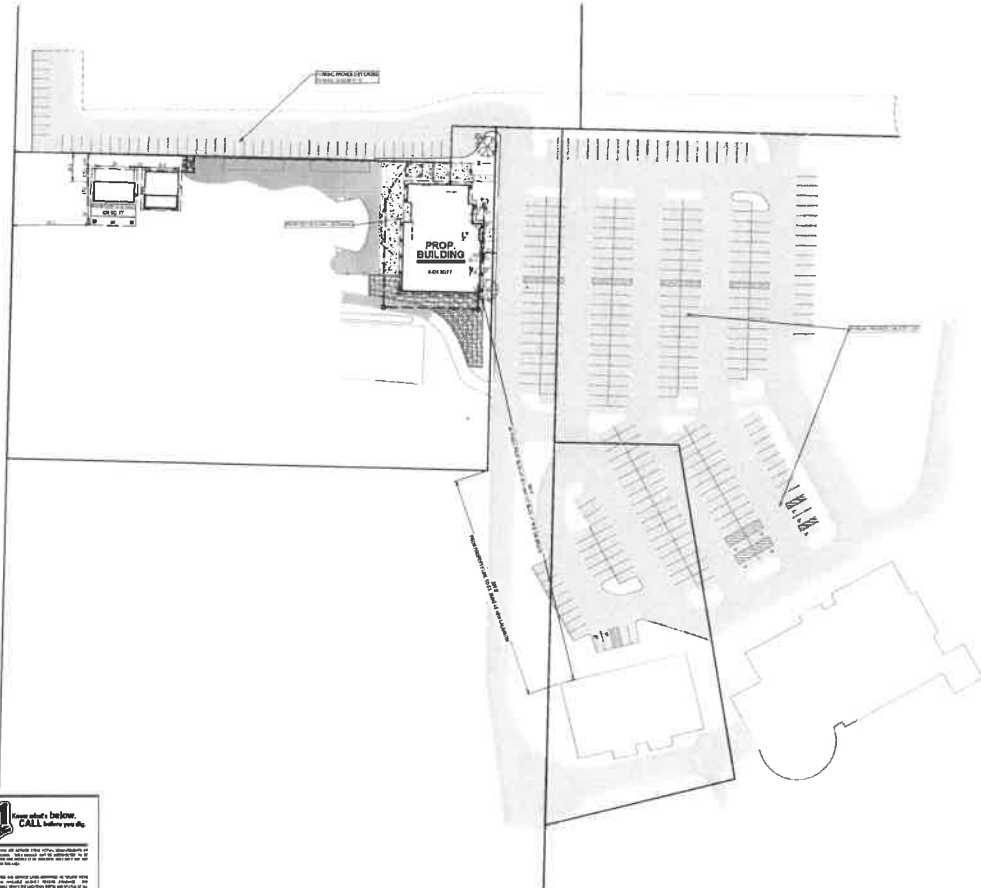
1515 CORPORATE EXCHANGE, 2<sup>ND</sup> FL  
GRAND RAPIDS, MI 49512

**STAMP:**



**PROJECT NO:**  
15400336

**SHEET NO:**  
**C-206**



**PARKING PROVIDED ON SITE = 287**  
**PARKING PROVIDED BY CROSS**  
**PARKING EASEMENT = 56**  
**TOTAL PARKING PROVIDED = 347**

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