

# AGENDA

Grand Haven Charter Township Planning Commission  
Monday, October 1, 2018 – 7:00 p.m.

- I. Call to Order
- II. Roll Call
- III. Pledge to the Flag
- IV. Approval of the August 20, 2018 Meeting Minutes
- V. Correspondence
- VI. Brief Public Comments & Questions (Limited to 3 minutes)
- VII. Public Hearing
  - A. PUD – Millhouse Bayou – Condos
  - B. PUD – Lincoln Pines – Expansion
- VIII. Old Business
  - A. PUD – Millhouse Bayou – Condos
  - B. PUD – Lincoln Pines – Expansion
- IX. New Business
  - A. Training – Resilient Michigan Video Series
- X. Reports
  - A. Attorney’s Report
  - B. Staff Report
  - C. Other
- XI. Extended Public Comments & Questions (Limited to 4 minutes)
- XII. Adjournment

**Note: Persons wishing to speak at public hearings, on agenda items, or extended comments, must fill out a “Speakers Form” located on the counter. Completed forms must be submitted to the Zoning Administrator prior to the meeting.**

MEETING MINUTES  
GRAND HAVEN CHARTER TOWNSHIP  
PLANNING COMMISSION  
AUGUST 20, 2018

I. CALL TO ORDER

Cousins called the meeting of the Grand Haven Charter Township Planning Commission to order at 7:00 p.m.

II. ROLL CALL

Members present: Cousins, LaMourie, Taylor, Chalifoux, Wagenmaker, Kieft, and Wilson

Members absent: Hesselsweet and Reenders

Also present: Community Development Director Fedewa

**Without objection**, Cousins instructed Fedewa to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES

**Without objection**, the minutes of the July 16, 2018 meeting were approved.

V. CORRESPONDENCE

- Spring Lake Township – Amended Master Plan

VI. PUBLIC COMMENTS – None

VII. PUBLIC HEARING

A. Rezoning – Glueck – AG to RR

Cousins opened the public hearing at 7:03pm.

Fedewa provided an overview of the application through a memorandum dated August 16<sup>th</sup>.

There being no public comments, Cousins closed the public hearing at 7:05pm.

VIII. OLD BUSINESS

A. Rezoning – Glueck – AG to RR

**Motion** by Wilson, supported by Wagenmaker, to recommend the Township Board **approve** the Glueck rezoning application of parcel 70-07-11-100-003 from Agricultural (AG) to Rural Residential (RR) based on the application meeting applicable rezoning requirements and standards of the Grand Haven Charter Township Zoning Ordinance, Master Plan, and Future Land Use Map. This would result in 6-acres of the property being rezoned from Agricultural (AG) to Rural Residential (RR), the remaining 34-acres would continue to be zoned Agricultural.

**Which motion carried unanimously.**

## IX. PUBLIC HEARING

### B. PUD Amendment – Grand Haven Professional Center – Medical Office Building

Wagenmaker recused himself due to a conflict of interest, because he owns a building leased by the applicant.

Cousins opened the public hearing at 7:07pm.

Fedewa provided an overview through a memorandum dated August 15<sup>th</sup>.

The applicant, Dr. Bradley Dykstra, DDS and project engineer Nolan Miller, were both present and available to answer questions.

- Proposing a larger building because the land was expensive to purchase.
- Building would include a lounge and other amenities to make staff and patients more comfortable.
- Hudsonville office is similar in size and only has 40 parking spaces, which has not been enough. Confident the requested 66 spaces, with 16 deferred spaces, will sufficiently address the business's needs.
- Signage departures were requested based on the sign company's recommendation. Believes visibility is everything. Once Hudsonville office added a digital sign numerous people commented they were not aware the business was there until the new sign was installed.

There being no further public comments, Cousins closed the public hearing at 7:15pm

## X. OLD BUSINESS

### B. PUD Amendment – Grand Haven Professional Center – Medical Office Building

The application was discussed by the Commissioners and focused on:

- Supportive of the parking departure. Actual parking studies have found the requested number of spaces is consistent with the studies, and the zoning ordinance requires too many spaces. Furthermore, the applicant has first-hand experience with his Hudsonville office.
- Not supportive of the departure request for the buildings side yard setback along 172<sup>nd</sup> Avenue. Applicant needs to eliminate the easternmost parking spaces, and shift the building and access drive a minimum of 18-feet east, resulting in a 23-foot side yard setback rather than the requested 5.7-foot. That would negate the need to defer parking spaces as well.
- Regarding the departure request for sign placement, ok with a 10-foot setback rather than the required 15-feet, but will not approve an 8-foot setback.
- Also, not supportive of the departure request to increase the size of the digital sign. Needs to comply with current requirements, which would place the size at 10 sqft rather than the requested 15 sqft.

- Support the departure request for the dumpster enclosure. It is well-screened, and the location is sensible for maneuverability and circulation purposes. Request is a 14-foot setback, but are ok with it being reduced to 10-feet, which may be necessary when the building is shifted east.

**Motion** by Wilson, supported by Chalifoux, to recommend the Township Board **conditionally approve** the proposed Grand Haven Professional Center PUD Amendment application to construct a 14,907 sqft two-story, two-suite office building on the south outlot of the Timberview PUD, with Parcel No. 70-03-33-200-072. This is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance and Master Plan. The motion is subject to, and incorporates, the following report concerning the Planned Unit Development, including conditions of approval. **Which motion carried unanimously.**

REPORT – GRAND HAVEN PROFESSIONAL CENTER – PUD AMENDMENT

Pursuant to the provisions of the Grand Haven Charter Township (the “Township”) Zoning Ordinance (the “Zoning Ordinance”), the following is the report of the Grand Haven Charter Township Planning Commission (the “Planning Commission”) concerning an application by Hudsonville Professional Center LLC – Bradley A. Dykstra, DDS (the “Developer”) for approval of Grand Haven Professional Center Planned Unit Development Amendment (the “Project” or the “PUD”).

The Project will consist of an office building. This 1.69-acre Project will consist of a two-story, two-suite office building with a building footprint of 9,662 square feet, and an overall gross floor area of 14,907 square feet. It also includes 66 surface parking spaces, and 16 deferred spaces for a total of 82 parking spaces. The Project as recommended for approval is shown on a final site plan (the “Final Site Plan”), last revised 8/10/2018, including landscaping (the “Final Landscape Plan”) and elevation renderings (the “Final Elevations”), last revised 7/31/18 and 8/16/18; collectively referred to as the “Documentation,” presently on file with the Township.

The purpose of this report is to state the decision of the Planning Commission concerning the Project, the basis for the Planning Commission’s recommendation, and the Planning Commission’s decision that the Grand Haven Professional Center PUD Amendment be approved as outlined in this motion. The Developer shall comply with all the Documentation submitted to the Township for this Project. In granting the approval of the proposed PUD application, the Planning Commission makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance.

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Planning Commission finds as follows:
  - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.
  - B. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.

- C. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the Township.
  - D. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
  - E. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
  - F. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.
  - G. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the Fire/Rescue Department.
  - H. All streets and driveways are developed in accordance with the OCRC specifications, as appropriate. In addition, an external sidewalk within the 172<sup>nd</sup> Avenue right-of-way has been provided.
  - I. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate stormwater, prevent erosion and the formation of dust.
  - J. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures to reduce light pollution and preserve the rural character of the Township.
  - K. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.
  - L. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.
  - M. The Documentation conforms to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
  - N. As appropriate, fencing will be installed around the boundaries of the development if deemed necessary to preventing trespassing or other adverse effects on adjacent lands.
  - O. The general purposes and spirit of this Ordinance and the Master Plan of the Township are maintained.
2. The Planning Commission finds the Project meets the intent for a PUD, as described in Section 17.01.3 of the Zoning Ordinance. By approving this Project as a PUD, the Township has been able to negotiate various amenities and design characteristics as well as additional restrictions with the Developer, as described in this report, which the Township would not have been able to negotiate if the PUD Chapter of the Zoning Ordinance was not used.
  3. Section 17.01.5, Section 17.02.1.B.1-4 of the Zoning Ordinance, as well as Section 503 of the Michigan Zoning Enabling Act, allow for departures from Zoning Ordinance requirements; these provisions are intended to result in land use development that is substantially consistent with the goals and objectives of the Township Master Plan and the Zoning Ordinance, and consistent with sound planning principles. The Developer requested six departures. The Planning Commission makes the following findings.
    - A. Section 21.01.8 – allow a 5.7-foot side yard setback on the west property line.



- A. The Project will encourage the use of land in accordance with its natural character and adaptability;
  - B. The Project will promote the conservation of natural features and resources;
  - C. The Project will promote innovation in land use planning and development;
  - D. The Project will promote the enhancement of commercial employment for the residents of the Township;
  - E. The Project will promote greater compatibility of design and better use between neighboring properties;
  - F. The Project will promote more economical and efficient use of the land while providing a harmonious integration of necessary commercial facilities; and
  - G. The Project will promote the preservation of open space.
5. The Project meets the following qualification requirements of Section 17.02 of the Zoning Ordinance:
- A. The Project meets the minimum size of five acres of contiguous land.
  - B. The original Timberview PUD design, with the PUD that will result from this Project, includes innovative development concepts that substantially forward the Intent and Objectives of Section 17.01, and permits an improved layout of land uses and other site features that could not otherwise be achieved under normal zoning.
6. The Planning Commission also finds the Project complies with the general PUD Design Considerations of Section 17.05 of the Zoning Ordinance.
- A. The stormwater management system for the Project and the drainage facilities will properly accommodate stormwater on the site, will prevent runoff to adjacent properties, and are consistent with the Township's groundwater protection strategies.
  - B. The Project will not interfere with or unduly burden the water supply facilities, the sewage collection and disposal systems, or other public services such as school facilities, park and recreation facilities, etc.
  - C. Utility services within the Project shall be underground. This includes but is not limited to electricity, gas lines, telephone, cable television, public water and sanitary sewer.
  - D. The internal road system in the Project is designed to limit destruction of existing natural vegetation and to decrease the possibility of erosion.
  - E. Vehicular circulation, traffic and parking areas have been planned and located to minimize effects on occupants and users of the Project and to minimize hazards to adjacent properties and roadways.
  - F. Parking requirements for each use have been determined to be in accordance with Chapter 24 (Parking, Loading Space, and Signs).
  - G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.
  - H. Buildings in the Project have been sited to protect natural resources. Natural features such as natural grade, trees, vegetation, water bodies and others have been incorporated into the Documentation.
  - I. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.
  - J. The Project is reasonably compatible with the natural environment of the site and the adjacent premises.
  - K. The Project will not unduly interfere with the provision of adequate light or air, nor will it overcrowd land or cause an unreasonably severe concentration of population.

- L. Exterior lighting within the Project complies with Chapter 20A for an LZ 3 zone.
  - M. Outside storage of materials shall be screened from view.
  - N. Signage is compliant with Section 24.13 of the Zoning Ordinance.
  - O. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.
  - P. The Project is in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township Board before construction is commenced.
  - Q. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.
7. The Planning Commission finds that the Project complies with the uses permitted for a commercial planned unit development, as described in Section 17.08.2.D of the Zoning Ordinance—Office Buildings.
- A. Office buildings, together with accessory buildings and uses customarily incidental to office buildings, have historically been and are currently permitted to be located in commercial planned unit developments.
  - B. “Office buildings” are not defined in the Zoning Ordinance, but they are commonly defined to include professional activities such as medical offices.
  - C. Although the Service Professional District specifically references medical offices, among other offices, since 1979, when the Service Professional District was established, the Township has consistently interpreted its Zoning Ordinance to not limit medical offices and other offices described in the Service Professional District to just being located in the Service Professional District. Rather, medical offices and other offices specifically described in the Service Professional District have since 1979 routinely been allowed in the Commercial District as well, which allows “office buildings.”
  - D. Chapter Six, Future Land Use Plan, of the 2009 Township Master Plan, states on page 6-9; as well as Chapter Nine, Future Land Use and Zoning Plan, of the 2016 Township Master Plan, states on page 66-67; that the Commercial, the Service Professional, and the Commercial Planned Unit Development Districts should all be considered as commercial, and that any commercial development proposal significant in scale or scope (as the Planning Commission finds this Project is) should be considered as a planned unit development.
8. The Planning Commission also finds the Project shall comply with the below additional conditions as well.
- A. Prior to the public hearing being scheduled with the Township Board, the following revisions shall be made to the application, and confirmed administratively by staff:
    - i. Eliminate the easternmost parking spaces, and shift the building and internal access drive to the east a minimum of 18-feet.
    - ii. Ensure the dumpster enclosure maintains a minimum setback of 10-feet.
    - iii. The minimum amount of parking spaces shall be 66.
    - iv. Proposed sign shall be setback 10-feet.
    - v. Proposed digital sign shall meet current requirements, which is 25% of the sign area with a maximum size of 12 sqft.

- B. Must obtain permits from all applicable agencies including, the Ottawa County Water Resources Commissioner and Ottawa County Road Commission. Permits shall be obtained before building permits are issued.
- C. The Developer shall enter into a PUD Contract with the Township, which will be drafted by the Township Attorney and executed by the Township Board prior to receiving an occupancy certificate.
- D. The Developer shall provide the Township with an easement for the external sidewalk along 172<sup>nd</sup> Avenue, which will be drafted by the Township Attorney and recorded with the Ottawa County Register of Deeds.
- E. The Developer is responsible for clearing and maintaining the sidewalk until the time when an unobstructed and connected system of walkways occurs from the jurisdictional boundary with the City of Grand Haven to the nonmotorized pathway on Comstock Street. Clearing shall occur minimally when 3-inches of snow has fallen. Bi-annual maintenance of sweeping the sidewalk shall occur in the spring and fall of each year.
- F. The Developer shall submit a full set of the Documentation, which includes all changes that have been required by the Township. The Documentation shall be submitted prior to the receiving an occupancy certificate.
- G. This approval is also conditioned upon the Developer meeting all applicable Federal, State, County, and Township laws, rules, and ordinances.
- H. The Developer shall comply with all the requirements of the Documentation, specifically including all the notes contained thereon, and all the representations made in the written submissions by the Developer to the Township for consideration of the Project.
- I. In the event of a conflict between the Documentation and these conditions, these conditions shall control.

## XI. NEW BUSINESS

### A. Regency at Grand Haven PUD – Request for Extension

Wagenmaker rejoined the Planning Commission.

Fedewa provided an overview of the request in a memorandum dated August 15<sup>th</sup>.

The request was discussed by the Commissioners and focused on:

- Hesitant to provide the extension without more information on the Certificate of Need status.
- Township’s intention is to be “developer-friendly,” and the request is not unreasonable.
- Confirmed that any significant changes to the site would require a Major PUD Amendment process.

**Motion** by Kieft, supported by Taylor, to recommend the Township Board **approve** the requested 1-year extension (*i.e., September 24, 2019*) for the Regency at Grand Haven PUD based on the request meeting the applicable requirements of Section 17.04.7.A of the Grand Haven Charter Township Zoning Ordinance. **Which motion carried unanimously.**

XII. REPORTS

- A. Attorney Report – None
- B. Staff Report – None
- C. Other – None

XIII. EXTENDED PUBLIC COMMENTS – None

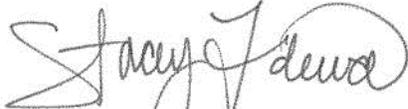
XIV. PLANNING COMMISSION OPEN DISCUSSION FORUM – LIMITED TO 30 MINUTES

- Wilson provided an update on the community engagement process with neighbors near the Voisin Trust property, which is hoping to be rezoned to Industrial. Believes some progress was made when it was offered to provide municipal water to some of the properties.
- Discussion segued into the Gardens Alive! Farms, which has closed. It is over 225-acres and abuts existing industrial businesses. Perhaps this would be a more suitable location for industrial, or even an industrial park.
- Indicated the Chamber of Commerce was supportive, and believe the site may be eligible for Brownfield funding.
- Consensus the Chamber of Commerce should provide a presentation to the Township Board, so this matter can be discussed further.

XV. ADJOURNMENT

**Without objection**, the meeting adjourned at 8:12 pm.

Respectfully submitted,



**Stacey Fedewa**  
Acting Recording Secretary

# Community Development Memo

DATE: September 27, 2018

TO: Planning Commission

FROM: Stacey Fedewa, AICP – Community Development Director

RE: Residential PUD – Millhouse Bayou Condos

## BACKGROUND

The developer, Mike Bosgraaf, is proposing to build a condo development on 152<sup>nd</sup> Avenue on Millhouse Bayou. A pre-application presentation with the Planning Commission was done on May 21<sup>st</sup>.

## PROPOSED PROJECT

The proposed project would consist of a 9.1-acre site with 26 condos. The condos would be comprised of 11 two-unit condos and 1 four-unit condo.

Also included is the maximum density allowance of a 25% bonus in exchange for preserving over 40% of open space. The open space will preserve 2.83-acres of the

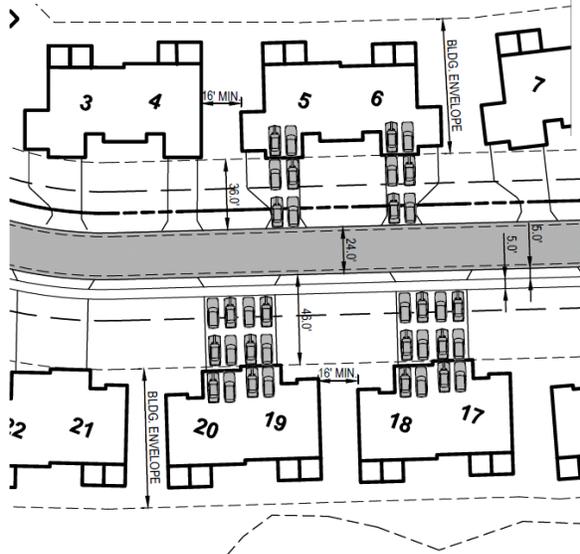


bayou, floodplain, and wetlands along with an additional 1.1-acres of general open areas. This brings the total amount to 3.93-acres, which grants the 25% density bonus, which afford the developer a total of 26-units.

A sidewalk is proposed along the southern edge of the roadway.

### Setbacks

The developer is proposing setbacks that align with both Lincoln Pines and Stonewater. A departure request is proposed to enable these setbacks to occur.



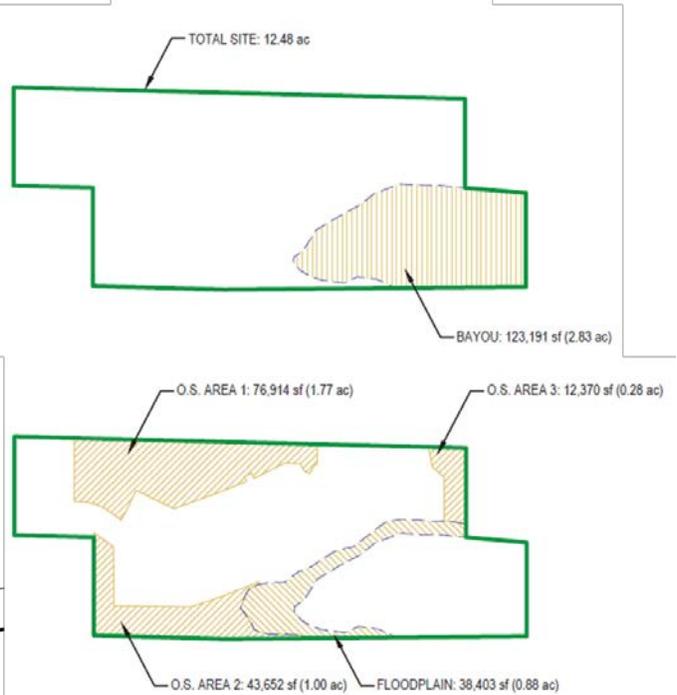
**ATTACHED CONDOMINIUM LOT DETAIL**

N.T.S.

### Elevation Rendering



### OPEN SPACE AREAS



#### MINIMUM BULK DESIGN REQUIREMENTS FOR ATTACHED CONDOMINIUMS

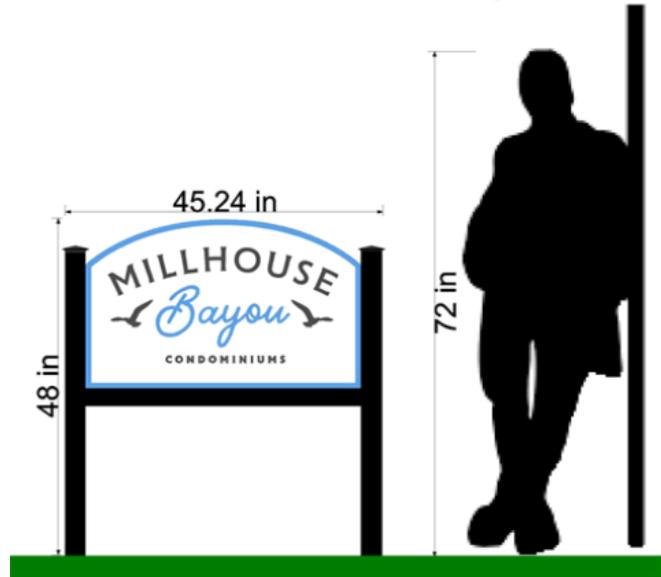
	TWO UNIT
FRONT YARD = (SIDEWALK SIDE)	46 FT.
FRONT YARD = (NON-SIDEWALK SIDE)	36 FT.
SIDE YARD =	0 FT.
REAR YARD =	0 FT.
BUILDING SEPARATION =	16 FT.
DRIVEWAY LENGTH = (SIDEWALK SIDE)	46 FT.
DRIVEWAY LENGTH = (NON-SIDEWALK SIDE)	36 FT.
MIN. WIDTH =	38 FT.
LOT SIZE PER UNIT = (SIDEWALK SIDE)	4697 SF.
LOT SIZE PER UNIT = (NON-SIDEWALK SIDE)	4280 SF.

**Signage & Lighting**

The developer is proposing an entrance sign and streetlight that both comply with current ordinance requirements.



Aluminum post/rail/caps  
Sandblasted sign



**Landscaping Buffer**

The developer is proposing to maintain existing trees around the perimeter as much as possible. In the few areas where they do not exist, or cannot be saved, new screening trees will be planted.

**DEPARTURE REQUESTS**

The developer is requesting 1 departure from the zoning ordinance, as well as two exceptions to the Private Road Ordinance. That said, while the Planning Commission can provide a recommendation to the exception request for a reduced road width, the Township Board is the only governing body permitted to approve the exception.

Section	Regulation	Developer Request	Staff Response
21.02	Side yard setback shall be a minimum of 10' with a total combined of 25'.	Requesting an 8' side yard setback with a total combined of 16'.	The request is consistent with other residential PUD's approved recently.
4.1	Maximum number of premises on a private road shall be limited to 24 per entrance to a public road.	Requesting 1 entrance only from 152 <sup>nd</sup> Avenue.	The Fire/Rescue Dept supports the request.
4.3.C.3	Minimum width of a private road serving more than 8 premises is 30'.	Requesting a 24' width, which is consistent with three other developments within 1-mile: Bayou Pointe, Landon Lane, and Hunters Woods.	The Fire/Rescue Dept was supportive of a 26' width, which is consistent with OCRC requirements.

## SAMPLE MOTIONS

If the Planning Commission finds the application complies with the standards, the following motion can be offered:

**Motion** to recommend the Township Board **conditionally approve** the proposed Millhouse Bayou Condos PUD application to construct 26 attached single-family condos located at 14100 152<sup>nd</sup> Avenue, 15014 Bignell Drive, and Parcel No. 70-07-01-151-011. This is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance and Master Plan. The motion is subject to, and incorporates, the following report concerning the Planned Unit Development, including conditions of approval.

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

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

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

**Motion** to **table** the Millhouse Bayou Condos PUD application, and direct the applicant to make the following revisions:

1. *List the revisions.*

## REPORT (TO BE USED WITH A MOTION TO APPROVE)

Pursuant to the provisions of the Grand Haven Charter Township (the “Township”) Zoning Ordinance (the “Zoning Ordinance”), the following is the report of the Grand Haven Charter Township Planning Commission (the “Planning Commission”) concerning an application by Mike Bosgraaf of T Bosgraaf Homes LLC (the “Developer”) for approval of a Millhouse Bayou Condos Planned Unit Development (the “Project” or the “PUD”).

The Project will consist of single-family attached condominiums. This 9.1-acre Project will consist of eleven two-unit attached condos and one four-unit attached condo. It will also include 3.93-acres of designated open space. The Project as recommended for approval is shown on a final site plan (the “Final Site Plan”), last revised 9/21/2018, including landscaping (the “Final Landscape Plan”); collectively referred to as the “Documentation,” presently on file with the Township.

The purpose of this report is to state the decision of the Planning Commission concerning the Project, the basis for the Planning Commission’s recommendation, and the Planning Commission’s decision that the Millhouse Gardens PUD be approved as outlined in this motion. The Developer shall comply with all the Documentation submitted to the Township for this Project. In granting the approval of the proposed PUD application, the Planning Commission makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance.

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Planning Commission finds as follows:
  - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.
  - B. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
  - C. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the Township.
  - D. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
  - E. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
  - F. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.
  - G. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the Fire/Rescue Department.
  - H. All streets and driveways are developed in accordance with the OCRC specifications, as appropriate. In addition, an internal sidewalk system has been included along the south side of the private road.
  - I. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate stormwater, prevent erosion and the formation of dust.
  - J. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures to reduce light pollution and preserve the rural character of the Township.
  - K. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.
  - L. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.

- M. The Documentation conforms to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
  - N. As appropriate, fencing will be required by the Township, and installed by the Developer, around the boundaries of the development if deemed necessary to preventing trespassing or other adverse effects on adjacent lands.
  - O. The general purposes and spirit of this Ordinance and the Master Plan of the Township are maintained.
2. The Planning Commission finds the Project meets the intent for a PUD, as described in Section 17.01.3 of the Zoning Ordinance. By approving this Project as a PUD, the Township has been able to negotiate various amenities and design characteristics as well as additional restrictions with the Developer, as described in this report, which the Township would not have been able to negotiate if the PUD Chapter of the Zoning Ordinance was not used.
  3. Section 17.01.5, Section 17.02.1.B.1-4 of the Zoning Ordinance, as well as Section 503 of the Michigan Zoning Enabling Act, allow for departures from Zoning Ordinance requirements; these provisions are intended to result in land use development that is substantially consistent with the goals and objectives of the Township Master Plan and the Zoning Ordinance, and consistent with sound planning principles. The Developer requested two departures. The Planning Commission makes the following findings:
    - A. Section 21.02 – allow an 8-foot side yard setback, totaling a 16-foot building separation.
      - i. The Planning Commission finds it acceptable to allow a reduced side yard setback based on past practices of other residential PUDs, particularly those that include condominiums; and based on the preservation of open space.
  4. The Grand Haven Charter Township Private Roads and Driveways Ordinance provides the standards for private road construction. Section 7 of this Ordinance permits the Township Board of Trustees to grant exceptions when the strict application of the literal terms would impose an undue hardship, or when it results in practical difficulties. However, it is the general purpose of that Ordinance to protect the public health, safety, and welfare, and it is therefore anticipated that such exceptions should be rarely granted. Although the Planning Commission does not have authority over the Ordinance, a recommendation is still being provided to aid in the Township Board of Trustee’s decision-making process. In doing so, the Planning Commission makes the following findings:
    - A. Section 4.1 – allow 26 premises on a private road with only one entrance.
      - i. The Planning Commission finds it acceptable to allow the additional two premises because the Grand Haven Charter Township Fire/Rescue Department is supportive of the request. Furthermore, Section D107.1 of the 2012 International Fire Code allows up to 30 dwellings utilizing one approved fire apparatus access road (*i.e., one entrance*).
    - B. Section 4.3.C.3 – allow a reduced roadway width of 24-feet.
      - i. The Planning Commission finds it acceptable to allow the reduced width based on the information provided by the applicant that shows three similar, and nearby, developments that have been approved with a 24-foot width.
  5. Compared to what could have been constructed by right, the Project has been designed to accomplish the following objectives from Section 17.01.4 of the Zoning Ordinance.

- A. The Project will encourage the use of land in accordance with its natural character and adaptability;
  - B. The Project will promote the conservation of natural features and resources;
  - C. The Project will promote innovation in land use planning and development;
  - D. The Project will promote the enhancement of housing for the residents of the Township;
  - E. The Project will promote greater compatibility of design and better use between neighboring properties;
  - F. The Project will promote more economical and efficient use of the land while providing a harmonious variety of housing choices and community facilities in the form of a clubhouse; and
  - G. The Project will promote the preservation of open space.
6. The Project meets the following qualification requirements of Section 17.02 of the Zoning Ordinance:
- A. The Project meets the minimum size of five acres of contiguous land.
  - B. The Project site exhibits significant natural features encompassing more than 25% of the land area of the PUD which will be preserved as a result of the PUD plan. The features include wetland and floodplain.
  - C. The Project site has distinct physical characteristics which makes compliances with the strict requirements of the ordinance impractical.
7. The Planning Commission also finds the Project complies with the general PUD Design Considerations of Section 17.05 of the Zoning Ordinance.
- A. The stormwater management system for the Project and the drainage facilities will properly accommodate stormwater on the site, will prevent runoff to adjacent properties, and are consistent with the Township's groundwater protection strategies.
  - B. The Project will not interfere with or unduly burden the water supply facilities, the sewage collection and disposal systems, or other public services such as school facilities, park and recreation facilities, etc.
  - C. Utility services within the Project shall be underground. This includes but is not limited to electricity, gas lines, telephone, cable television, public water and sanitary sewer.
  - D. The internal road system in the Project is designed to limit destruction of existing natural vegetation and to decrease the possibility of erosion.
  - E. Vehicular circulation, traffic and parking areas have been planned and located to minimize effects on occupants and users of the Project and to minimize hazards to adjacent properties and roadways.
  - F. Parking requirements for each use have been determined to be in accordance with Chapter 24 (Parking, Loading Space, and Signs).
  - G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.
  - H. Buildings in the Project have been sited to protect natural resources. Natural features such as natural grade, trees, vegetation, water bodies and others have been incorporated into the Documentation.

- I. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.
  - J. The Project is reasonably compatible with the natural environment of the site and the adjacent premises.
  - K. The Project will not unduly interfere with the provision of adequate light or air, nor will it overcrowd land or cause an unreasonably severe concentration of population.
  - L. Exterior lighting within the Project complies with Chapter 20A for an LZ 3 zone.
  - M. Outside storage of materials shall be screened from view.
  - N. Signage is compliant with Section 24.13 of the Zoning Ordinance.
  - O. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.
  - P. The Project is in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township Board before construction is commenced.
  - Q. The Project satisfies the minimum open space of 20 percent required by the Zoning Ordinance.
  - R. The open space in the Project is large enough and properly dimensioned to contribute to the purpose and objectives of the PUD.
  - S. The open space in the Project consists of contiguous land area which is restricted to non-development uses.
  - T. The open space in the Project will remain under common ownership or control.
  - U. The open space in the Project is set aside by means of conveyance that satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance.
  - V. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.
8. The Planning Commission finds that the Project complies with the uses permitted for a residential planned unit development, as described in Section 17.07.1.C of the Zoning Ordinance—Multiple Family Dwellings.
9. The Planning Commission also finds the Project shall comply with the below additional conditions as well.
- A. All dwellings shall be constructed a minimum of 3-feet above the Base Flood Elevation as determined by the FEMA NFIP Map with a 12/16/2011 effective date.
  - B. The Condominium Master Deed, Bylaws, and Exhibit B documents must be submitted to the Township for review and approval prior to obtaining a building permit.
  - C. The open space must be set aside by means of conveyance that satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance. Said conveyance shall be submitted to the Township for review and approval prior to obtaining an occupancy permit.
  - D. Must obtain permits from all applicable agencies including, the Ottawa County Road Commission and Ottawa County Water Resources Commissioner. Permits shall be obtained before building permits are issued.

- E. The Developer shall enter into a PUD Contract with the Township, which will be drafted by the Township Attorney and executed by the Township Board prior to receiving an occupancy permit.
- F. This approval is also conditioned upon the Developer meeting all applicable Federal, State, County, and Township laws, rules, and ordinances.
- G. The Developer shall comply with all the requirements of the Documentation, specifically including all the notes contained thereon, and all the representations made in the written submissions by the Developer to the Township for consideration of the Project.
- H. In the event of a conflict between the Documentation and these conditions, these conditions shall control.

# MILLHOUSE BAYOU CONDOMINIUMS

Preliminary Planned Unit Development





September 24, 2018

Ms. Stacey Fedewa  
Planning and Zoning Official  
Grand Haven Township  
13300 168th Avenue  
Grand Haven, MI 49417

RE: Millhouse Bayou Condominiums | Revised Preliminary PUD  
Grand Haven Township, Ottawa County, Michigan

Dear Ms. Fedewa:

Enclosed please find fourteen (14) sets of the Revised Preliminary PUD submittal items for the proposed Millhouse Bayou Condominiums Planned Unit Development, located at Unaddressed and 15014 Bignell Drive. Each set includes the following:

- PUD Application
- Location Map
- Parcel Descriptions
- Property Ownership Information & Purchase Agreement
- Revised Narrative
- Sign Detail
- Light Specification Sheet
- Architectural Elevations & Floorplans, 8.5x11
- Revised Site Plan Set, 24x36

The above mentioned items have been revised per your September 7, 2018 review comments. It is our desire to be placed on the October 1, 2018 Planning Commission agenda for Preliminary PUD review and consideration.

If you have any questions or require additional information, please don't hesitate to contact me at (616) 575-5190 or via email at [nmiller@nederveld.com](mailto:nmiller@nederveld.com).

Sincerely,

A handwritten signature in blue ink that reads "Nolan J. Miller".

Nolan Miller  
Project Manager



# PLANNED UNIT DEVELOPMENT (PUD) APPLICATION

Application Type	Fee	Escrow*	Sewer Escrow**	
Overlay Zone	\$310	\$2,500	Main Extension	\$5,000
Non-Overlay Zone	\$300	\$1,500	Lift Station	\$2,000

### Applicant Information

Name T Bosgraaf Homes, LLC - Mike Bosgraaf

Phone (616) 667-3333 Fax n/a

Address 148 South River Avenue, Suite 100, Holland, Michigan 49423

Email Address mike.bosgraaf@bosgraaf.com

### Owner Information (If different from applicant)

Name Aaron & Kim Musial

Phone (616) 638-0795 Fax n/a

Address 15713 Pierce Street, West Olive, Michigan 49460

### Property Information

Address/Location Unaddressed & 15014 Bignell Drive

Parcel Number 70 - 07 - 01 - 151 - 011, 056 Size (acres) 11.94 acres

Current Zoning RR Zoning Requested PUD

Adjacent Zoning North: R-3 South: RR East: R-2 West: R-2

Master-Planned Zoning MDR Consistent with Master Plan? Yes

### Other Information

Does Property Abut Township Border? No

Present Use of the Subject Property? Single-Family Dwelling, Vacant

Number & Type of Existing Structures? Two (2)

Subject Property Located on a Paved Road? Yes

Municipal Water within 2,700 Feet of Subject Property? Yes

Municipal Sewer within 2,700 Feet of Subject Property? Yes

**NOTE:** The architect, engineer, planner, or designer shall be responsible for utilizing the Township Ordinance Books and following the procedures and requirements as specified in Chapters 17 and 23 (and Chapter 15A if located in the Overlay Zone), and any other applicable ordinances. Initially, submit five copies of the required information for staff review. Once staff has granted tentative approval, additional copies will be required as requested by staff.

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

  
 \_\_\_\_\_  
 Signature of applicant

6/19/2018  
 \_\_\_\_\_  
 Date

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

\*\* If approval of this application requires/includes the extension of a municipal sanitary sewer main, an additional \$5,000.00 escrow fee shall be required, and an additional \$2,000.00 escrow fee shall be required for the installation of a lift station.

### NOTICE

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

  
\_\_\_\_\_  
Signature of applicant

6/19/2018  
\_\_\_\_\_  
Date

#### For Office Use Only

Date Received \_\_\_\_\_ Fee Paid? \_\_\_\_\_  
Materials Received: Site Plans \_\_\_\_\_ Location Map \_\_\_\_\_  
Survey \_\_\_\_\_ Legal Description \_\_\_\_\_

Dated copy of approved minutes sent to applicant? \_\_\_\_\_ Date Sent \_\_\_\_\_

### PLANNING COMMISSION USE ONLY

Approval \_\_\_\_\_  
Tabled \_\_\_\_\_  
Denied \_\_\_\_\_  
Conditional Approval \_\_\_\_\_

The following conditions shall be met for approval:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Planning Commission Chair

\_\_\_\_\_  
Date

**PROJECT LOCATION MAP**  
Millhouse Bayou Condominiums



**PARCEL DESCRIPTIONS**  
**Millhouse Bayou Condominiums**

**UNADDRESSED BIGNELL DRIVE**

**70-07-01-151-011**

LOT 8 BLK 23 EXC W 200 FT, ALSO EXC THAT PART LYING S OF A LI COM 530 FT S 88D 31M 58S E FROM SW COR LOT 8, RUNNING TH N 89D 29M 02S E TO E LI OF LOT 8. BORCK'S SUPERVISORS PLAT NO. 1

**15014 BIGNELL DRIVE**

**70-07-01-151-056**

LOT 5 BLK 23, EXC E 150 FT LYING N OF MILLHOUSE BAYOU, ALSO EXC COM W 1/4 COR SEC 1, T7N R16W, TH S 88D 31M 58S E 563 FT TO SE COR OF W 530 FT OF LOT 7, TH N 0D 14M 31S W 165.1 FT TO BEG, TH S 88D 31M 58S E TO E LI OF LOT 5, TH N'LY ALG E LI LOT 5 TO A PT BEARING N 89D 29M 02S E FROM PT OF BEG, TH S 89D 29M 02S W TO BEG. BORCK'S SUPR PLAT NO.1

## PROPERTY OWNERSHIP INFORMATION

### Millhouse Bayou Condominiums

Parcel Identification	
Parcel Number:	70-07-01-151-011
Property Address:	0 BIGNELL DR
Property Status:	ACTIVE
Government Unit:	16 - GRAND HAVEN TOWNSHIP
Taxing Unit:	16 - GRAND HAVEN TOWNSHIP

Owner Identification	
Owner Name 1:	MUSIAL AARON M-KIM
Owner Name 2:	
Mailing Address:	15713 PIERCE ST WEST OLIVE, MI 49460
Local Unit Update:	02/24/2017

Parcel Identification	
Parcel Number:	70-07-01-151-056
Property Address:	15014 BIGNELL DR
Property Status:	ACTIVE
Government Unit:	16 - GRAND HAVEN TOWNSHIP
Taxing Unit:	16 - GRAND HAVEN TOWNSHIP

Owner Identification	
Owner Name 1:	MUSIAL AARON M-KIM
Owner Name 2:	
Mailing Address:	15713 PIERCE ST WEST OLIVE, MI 49460
Local Unit Update:	02/24/2017



BUY AND SELL AGREEMENT
FOR OFFICE, COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY

Office of NorthStar Commercial, BROKER,

Grand Haven (city), Michigan Phone: 616.842.5800 Fax:

Email: tjohns@northstarcommercial.net Offer Date: 6/19/2018 (time)

- 1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):
2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the Township of Grand Haven, Ottawa County, Michigan, commonly known as 15014 Bignell Drive, Grand Haven, MI 49417

Permanent Parcel Number 70-07-01-151-056 and legally described as follows: Legal on File

(the "Land"), together with all buildings, fixtures and improvements situated on the Land (the "Improvements"), and all equipment and other personal property listed on Exhibit D (the "Personal Property"), all of which is collectively referred to herein as the "Premises".

- 3. Purchase Price. The purchase price for the Premises is: Dollars (\$). Any allocation of the purchase price between Land, Improvements, and Personal Property shall be set forth on an attached Exhibit.

- 4. Payment of Purchase Price and Financing. Complete subparagraph "A" and subparagraph "B".
A. Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").
B. Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

- 5. Survey. Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):
A new survey:
A recertified survey; or
No new or recertified survey;

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

Buyer's Initials Seller's Initials

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

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

7. Inspections. After the Effective Date, Buyer and Buyer's agents shall have the right to enter upon the Premises during reasonable business hours for the purposes of conducting such inspections of the Premises that Buyer deems appropriate; provided, however, that such inspections shall not interfere with the rights of the tenants in possession. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting such inspections. Buyer shall have the right to terminate this Agreement if the inspections are not acceptable to Buyer by giving Seller written notice within NA ( ) calendar days after the Effective Date, otherwise the right to terminate shall be deemed to have been waived.

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson regarding any aspect of the Premises, or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by Seller. Accordingly, Buyer agrees to accept the Premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. Closing Adjustments. The following adjustments shall be made between the parties as of the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:

- a. Prepaid rent;
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Charges for any transferable service contracts assigned to Buyer described in Exhibit C;
- d. Utility deposits;
- e. Security deposits;
- f. Additional Rent (as defined below).

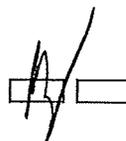
If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect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

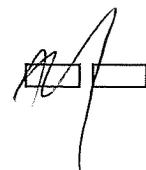
9. Property Taxes. All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

- No Proration:
  - Buyer  Seller shall pay the taxes billed in July.
  - Buyer  Seller shall pay the taxes billed in December.

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

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Revision Date 5/2016

 Buyer's Initials

 Seller's Initials

10. Special Assessments (choose one):

- Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, whether due in installments or otherwise.
- Seller shall pay all special assessments which have become a lien on the Premises prior to the closing, provided, however, that in the event a special assessment is payable in installments, Seller shall only be responsible for those installments covering the years prior to the year of closing, and Buyer shall be responsible for all installments covering all years after the year of closing. Installments of special assessments covering the year of closing shall be prorated using the same method set forth in this Agreement for the proration of real estate taxes.
- Other:

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

The following paragraph applies only if the Premises include unplatted land:

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

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

- a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
- c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Premises or any aspect of this transaction, which are not expressly set forth in this Agreement.
- d. Other:

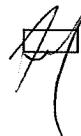
13. Warranties of Seller. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- a. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Premises.
- b. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Premises, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Premises.
- c. Seller shall continue to operate the Premises in the ordinary course of business and maintain the Premises in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- d. If a statement(s) of income and expense with respect to the operation of the Premises is (are) described in Exhibit A, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- e. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the Index of Exhibits:
  - (1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
  - (2) The rents set forth are being collected on a current basis and there are no arrearages;
  - (3) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
- f. If a schedule of service, maintenance, supply and management contracts ("Service Contracts") is described in Exhibit C, the Exhibit lists all the Service Contracts currently in effect with respect to the Premises.
- g. The Premises will be in compliance with any applicable smoke detector ordinances as of the closing date.
- h. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- i. Seller is without personal knowledge as to the presence on the Premises of any toxic or hazardous substances or of any underground storage tanks.
- j. Other:

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Revision Date 5/2016



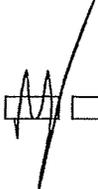
Buyer's Initials



Seller's Initials

- 14. **Damage to Premises.** If between the Effective Date and the closing date, all or any part of the Premises is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Premises is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
  
- 15. **Closing.** The closing shall be held on or before September 1, 2018 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of \*see section 27 ( ) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.
  
- 16. **Possession.** Seller shall tender to Buyer possession of the Premises upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
  
- 17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
  - a. The warranty deed, land contract or assignment of land contract required by this Agreement.
  - b. A bill of sale for any Personal Property (described in Exhibit "D").
  - c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
  - d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
  - e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
  - f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
  - g. Payment of the County and State real estate transfer tax.
  - h. Any other documents required by this Agreement to be delivered by Seller.
  
- 18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
  - a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
  - b. A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
  - c. Any other documents required by this Agreement to be delivered by Buyer.
  
- 19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
  
- 20. **Earnest Money.** Buyer gives NorthStar Commercial, Broker, ( ) days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ \_\_\_\_\_ with Sun Title (GR), Escrow Agent, [insert name of Broker, Title Company or other]  with this offer or  within ( ) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.
  
- 21. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
  
- 22. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Brokers(s) by a credit reporting agency.
  
- 23. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
  
- 24. **Attorney's Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

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 Buyer's Initials

  
 Seller's Initials

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

Seller acknowledges that if a commission is owed under a prior agreement, execution of this agreement will not eliminate the prior agreement.

26. **Environmental.**

A. **Notice to buyers and sellers (environmental risks).**

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

B. **Environmental reports and assessments.**

- (1) Within NA (\_\_\_\_) calendar days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of NA (\_\_\_\_) calendar days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of NA (\_\_\_\_) calendar days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

c. **Nondisclosure.**

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

d. **Other:**

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Buyer's Initials



Seller's Initials

27. Other Provisions:

1) Closing date shall be September 1, 2018 or earlier pending final zoning/planning approval from Grand Haven Township.

2) Inspections and Environmental have already been completed and approved.

28. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).

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

30. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.

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

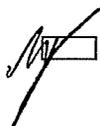
For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed (as described below):

32. Index of Exhibits.

Not Applicable	Attached	Seller to Furnish within Calendar days from Effective Date	Exhibit #	Subject
			A	Income and expense with respect to the operation of the Premises
			B	Written leases and any tenancies not arising out of written leases
			C	Service Contracts
			D	List of personal Property

As to any "Seller to furnish" item(s) listed above, Buyer shall have the right to terminate this Agreement if any such item is not acceptable to Buyer by giving Seller written notice within \_\_\_\_\_ (\_\_\_\_\_) calendar days after receipt of such item(s), otherwise the right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived.

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 Revision Date 5/2016

  Buyer's Initials

  Seller's Initials

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

Buyer: \_\_\_\_\_  
(print name of individual or entity)

Buyer: \_\_\_\_\_  
(print name of individual or entity)

Signature: \_\_\_\_\_

Signature: *T. Bosyniak Name*

Its: \_\_\_\_\_  
(if Buyer is an entity)

Its: \_\_\_\_\_  
(if Buyer is an entity)

Buyer's Address: *146 South River Ave  
Walden, MI 49443*

Bus. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

34. SELLER'S ACCEPTANCE

Date: \_\_\_\_\_ Time: \_\_\_\_\_

The above offer is hereby accepted  as written  as modified

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until \_\_\_\_\_ (time) \_\_\_\_\_ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: *Aaron Musial*  
(print name of individual or entity)

Seller: \_\_\_\_\_  
(print name of individual or entity)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: \_\_\_\_\_  
(if Seller is an entity)

Its: \_\_\_\_\_  
(if Seller is an entity)

Seller's Address: *15713 Price St.  
West Olive MI 49460*

Bus. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

35. BUYER'S RECEIPT OF ACCEPTANCE

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer:

as written (with all other terms and conditions of Buyer's offer remaining unchanged); or  modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until \_\_\_\_\_ (time) \_\_\_\_\_ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: \_\_\_\_\_  
(print name of individual or entity)

Buyer: \_\_\_\_\_  
(print name of individual or entity)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: \_\_\_\_\_  
(if Buyer is an entity)

Its: \_\_\_\_\_  
(if Buyer is an entity)

Property Address: *15014 Bignell Drive*  
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Revision Date 5/2/16

*[Signature]* Buyer's Initials   Seller's Initials

36. SELLER'S RECEIPT OF ACCEPTANCE

Date: \_\_\_\_\_, Time: \_\_\_\_\_

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the Effective Date.

Seller: \_\_\_\_\_  
(print name of individual or entity)

Seller: \_\_\_\_\_  
(print name of individual or entity)

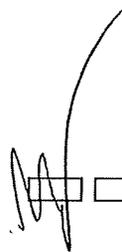
Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: \_\_\_\_\_  
(if Seller is an entity)

Its: \_\_\_\_\_  
(if Seller is an entity)

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Revision Date 5/2016



Buyer's Initials



Seller's Initials

## NARRATIVE

### Millhouse Bayou Condominiums

The subject parcel consists of an existing bayou and surrounding natural areas, which account for well over 25% of the land area of the site. There are two existing homes on the property; one is located on 152<sup>nd</sup> Avenue and will remain. The other home is located in the northeast area of the site and will be removed, along with its accessory unit and driveway. Overhead utilities will remain servicing the existing house on 152<sup>nd</sup> Ave. The utility pole and lines will be removed in the northeast corner.

The proposed Millhouse Bayou Condominiums PUD will consist of 11 two-family dwellings and 1 four-family dwelling (for a total of 26 units). The bayou accounts for 2.83 acres; the lot rezone is 0.55 acres; and the PUD totals 9.10 acres for a total site acreage of approximately 12.48 acres. The PUD will include 3.93 acres of open space on a development area of 9.10 acres for a total of more than 43 percent open space.

The proposed use of the site is consistent with the goals and objectives of the Grand Haven Township Master Plan as this site is future planned to be medium density residential. The proposed density of the site is calculated to be approximately 2.16 units per acre. This density is not only in line with the R-2 zoning district, which a future medium density residential designation corresponds with in the current zoning ordinance, but also meets the criteria of the allowable PUD density.

The proposed entrance onto the private road will meet local and county standards and are under review by the Ottawa County Road Commission. The Township Fire Chief has not reviewed the plan, but we believe the proposed site will permit necessary access for emergency vehicles. A pedestrian sidewalk is proposed on the south side of the private road and could potentially connect to the existing sidewalk on 152<sup>nd</sup> Avenue if deemed safe and necessary.

The existing Millhouse Bayou captures runoff from topography naturally sloping toward it. All proposed storm water collection basins will be perforated leach basins; all proposed storm sewer pipe will be perforated leach pipe. A storm water quality unit to treat the first flush is proposed between units 18 and 19.

By connecting to the existing sanitary sewer and water main in 152<sup>nd</sup> Avenue, the proposed PUD will not unduly burden any public services. All public and private utility services with the proposed PUD will be buried. The water main will loop through the site connecting to both 152<sup>nd</sup> Avenue and Bignell Drive.

A buffer of trees will be preserved along as much of the perimeter of the development as possible and site design and construction will conform to the requirements of the Ottawa County Soil Erosion and Sedimentation Control Office. "Best Management Practices" will be employed to minimize and prevent erosion both onsite and offsite. The proposed PUD has been designed to protect or enhance natural features at the perimeter of the site, as well as all of the existing bayou. Most of the condominium units on the south side of the road will provide walk-out basements in order to better accommodate existing topography. These units will 'back' on to Millhouse Bayou to take advantage of the views and amenities offered by the natural features. The condominium units on the north side will provide day-light windows due to the existing topographic conditions.

The construction schedule is as follows:

Start road and utility construction in December 2018.

Complete road and utility construction in Spring 2019.

Start condominium building construction in Spring 2019.

Estimated building construction and sales fully complete by 2022.

The future homes within the proposed PUD will use a combination of architectural features, building articulation, generous windows, and utilize many of the building materials characteristic to Grand Haven Township.

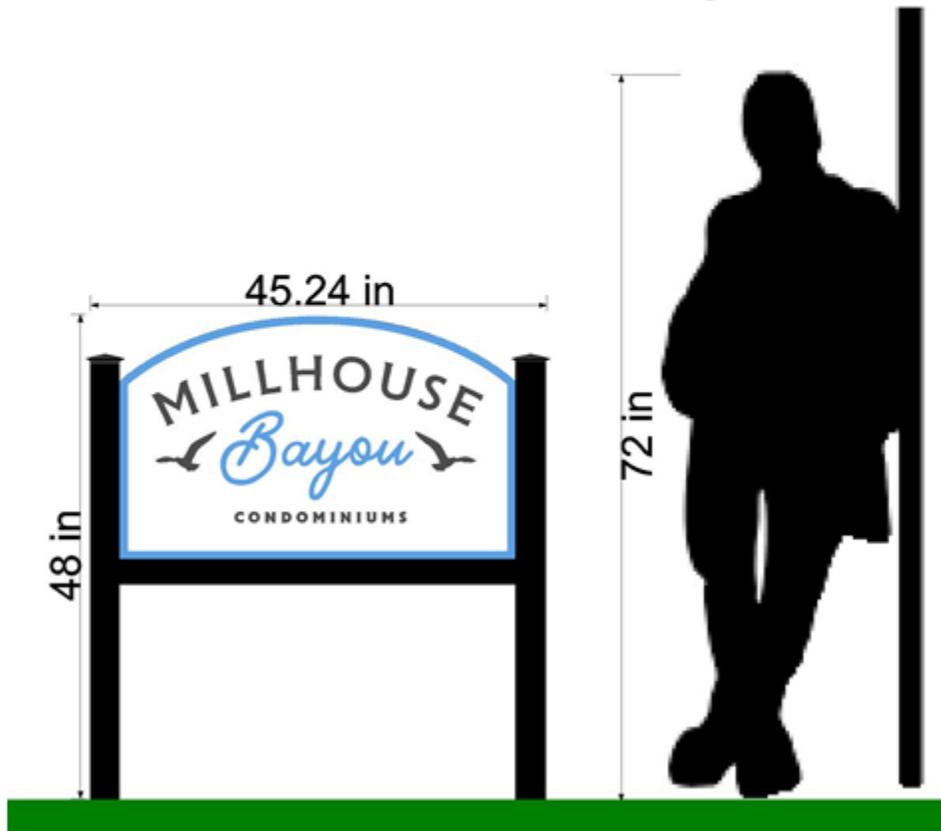
### **List of Departures**

- We are requesting a departure from the required 30' road width, proposing 24' wide private road with bituminous overlay.

The following list of developments provide 24' wide roads and in proximity of the Millhouse Bayou Condominium Development:

- Bayou Pointe Private – Bayou Pointe Condominiums; located across the 152<sup>nd</sup>
- Landon Lane PVT; located just to the south
- Hunters Woods; located 1 mile to the south

# Aluminum post/rail/caps Sandblasted sign



## **American Revolution LED Series 247CL**

### **Decorative Full Cutoff (FCO) LED Luminaire**

- Long-life platform: both the LED light engine and electronic multi-volt driver (120-277V) are rated 100,000 hrs at 25°C ambient (per LM-80)
- Surge protection device (standard) exceeds ANSI C62.41 Category C1 criteria (surge tested at 20kV/10kA)
- P3, P5 and P7 NEMA receptacle options available
- Downward lumens exceed that of a typical 100W HPS platform
- 3K, 4K and 5K CCT choices
- CSA listed at 30°C

### **The American Revolution Full Cutoff LED**

The 247CL's upscale aesthetics and install friendly features make it an extremely versatile product. It's downward directed lumens are especially well-suited for residential areas, city streetscapes, green spaces and retail areas, but the universal appeal of the standard and full cutoff 247CL offering provides a uniform look for almost any application. The 247CL employs a square frame and contoured hood to create a classic aesthetic style. State-of-the-art features like its tool-less cupola, hinged hood, terminal block, and optional trigger latch make installation a breeze. For added flair, the 247CL is also available with a decorative ladder rest (optional)



**LIGHTING THE WAY TO THE FUTURE OF TECHNOLOGY!**

**LED**

# American Revolution LED Series 247CL

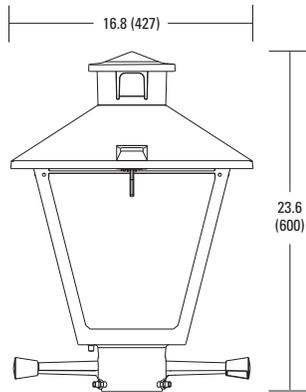
Decorative Full Cutoff LED Luminaire



## ORDERING INFORMATION

Example: 247CL 20LEDE10 MVOLT 4K R3

Series	Performance Package	Voltage	Color Temperature (CCT)	Distribution
<b>247CL</b> American Revolution LED Full Cutoff	<b>20LEDE10</b> 20 Chips, 1050 mA Driver, 73 input watts <b>20LEDE70</b> 20 Chips, 700 mA Driver, 46 input watts <b>10LEDE10</b> 10 Chips, 1050 mA Driver, 39 input watts <b>10LEDE70</b> 10 Chips, 700 mA Driver, 26 input watts <b>10LEDE53</b> 10 Chips, 525 mA Driver, 19 input watts <b>10LEDE35</b> 10 Chips, 350 mA Driver, 14 input watts	<b>MVOLT</b> Multi-volt, 120-277V <b>347</b> 347V <b>480</b> 480V	<b>3K</b> 3000K <b>4K</b> 4000K <b>5K</b> 5000K	<b>R2</b> Type II <b>R3</b> Type III <b>R5</b> Type V



**Effective Projected Area (EPA)**  
 The EPA for the American Revolution Series 247CL is 1.0 sq. ft.  
 P5 or P7 option total height is 24.9 (633).  
 Approx. Wt. = 36 lbs.

Options
---------

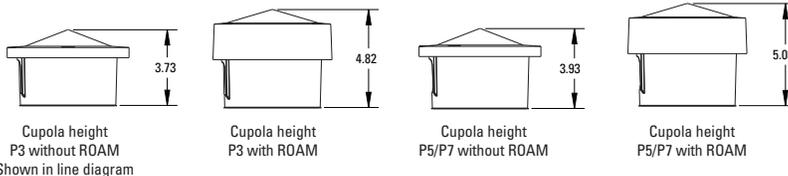
**Paint**<sup>1</sup>  
**(blank)** Black (standard)  
**GY** Gray  
**DDB** Dark Bronze  
**WH** White  
**BZ** Bronze

**Photocontrol**  
**(blank)** 3 pin NEMA Photocontrol Receptacle (standard)  
**NR**<sup>2</sup> No Photocontrol Receptacle  
**P5** 5 pin NEMA Photocontrol Receptacle (dimmable driver included)  
**P7** 7 pin NEMA Photocontrol Receptacle (dimmable driver included)  
**PCSS**<sup>4,5</sup> Solid State Lighting Photocontrol (120-277V)  
**PCLL**<sup>4,5</sup> Solid State Long Life Photocontrol

**Miscellaneous**  
**NL** NEMA Label  
**TL** Tool-less Entry  
**LDR**<sup>3</sup> Ladder Rest  
**SH** Shorting Cap  
**DE**<sup>7</sup> ROAM Dimming Enabled  
**DM**<sup>6</sup> DM 0V-10V dimmable driver only (leads attached)  
**HSS** House Side Shield  
**XL** Not CSA Listed  
**CR** Enhanced Corrosion Resistant Finish  
**SS** Stainless Steel Hardware

**Notes:**

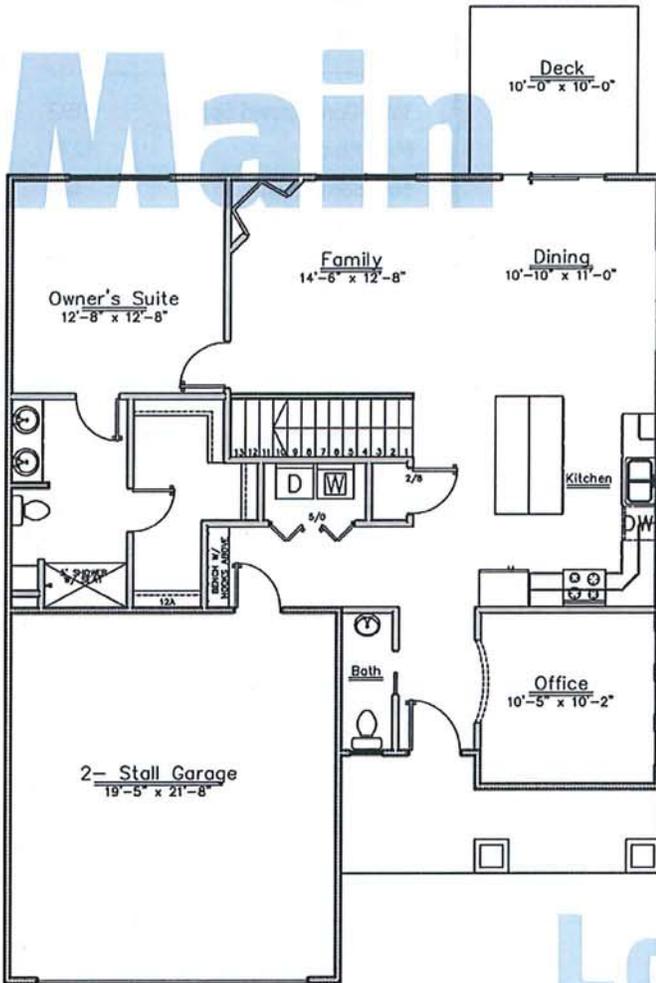
- Other colors available, please contact factory
- PC and SH not available with NR option
- Ships with unit, field installed
- Standard failure mode="Fail Off"
- Photocontrols supplied with ANSI Standard Turn-On levels
- Specifies a ROAM dimming enabled fixture with dimming control module factory installed. NEMA photocontrol receptacle required. Additional hardware and services required. ROAM deployment must be purchased separately.



Five-year limited warranty. Full warranty terms located at [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx)  
 Product specifications may change without notice. Please contact your sales representative for the latest product information.

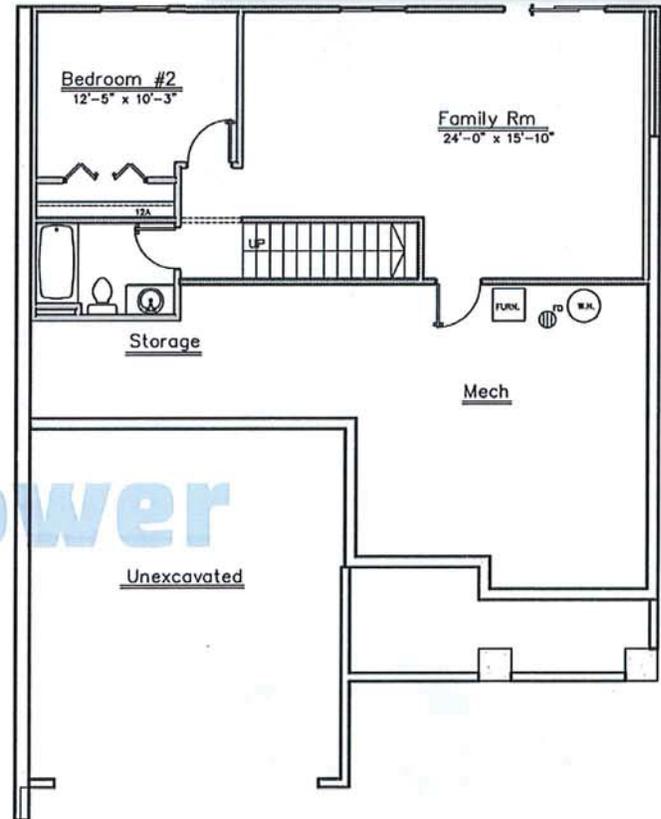


RX



\*Options may vary.

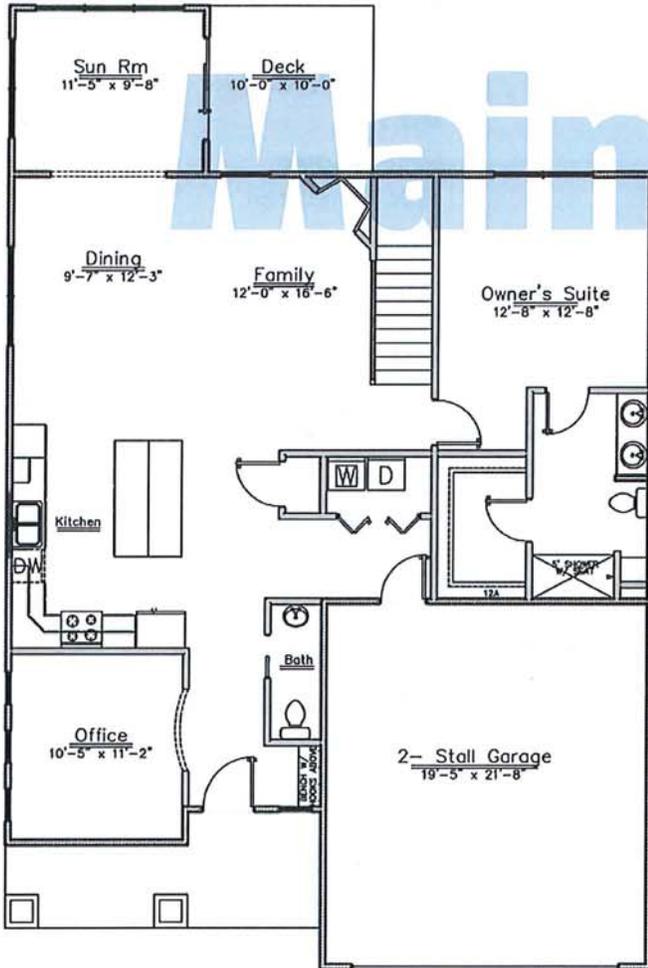
<b>Bedrooms</b>	<b>1-3</b>
<b>Bathrooms</b>	<b>1.5-2.5</b>
<hr/>	
Total Conditioned Space	1955
Main Floor	1200
Sunroom Option	120
Lower Level Option	635
2 Stall Garage	422
Deck	100
<hr/>	
<b>Total</b>	<b>2477</b>



148 South River Ave  
 Suite 100  
 Holland, MI 49423  
**616-667-3333**  
 bosgraaf.com

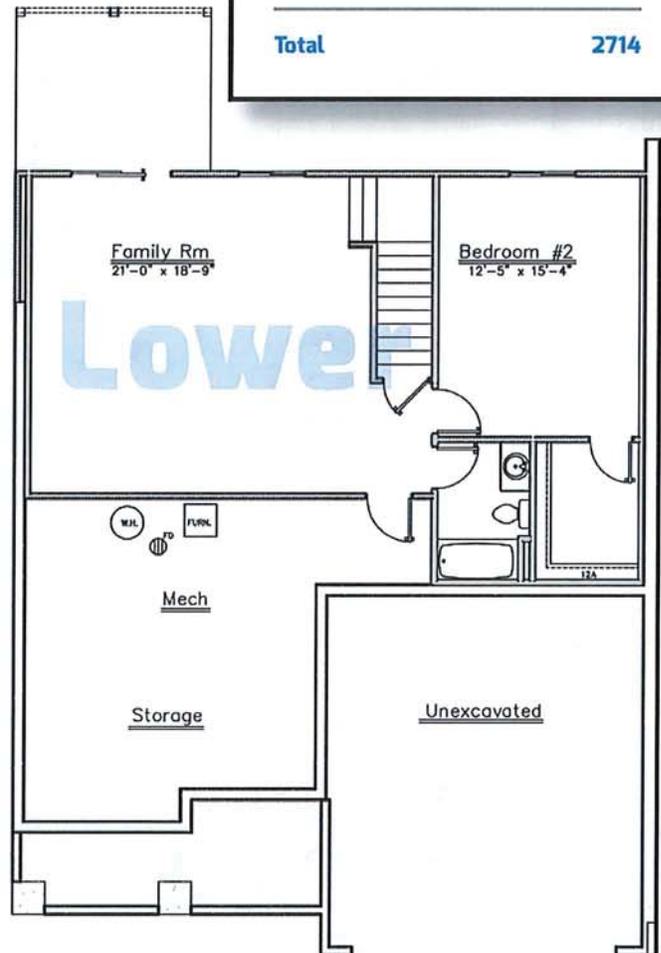


LX



\*Options may vary.

<b>Bedrooms</b>	<b>1 - 3</b>
<b>Bathrooms</b>	<b>1.5 - 2.5</b>
<hr/>	
Total Conditioned Space	2192
Main Floor	1277
Sunroom Option	120
Lower Level Option	795
2 Stall Garage	422
Deck	100
<hr/>	
<b>Total</b>	<b>2714</b>

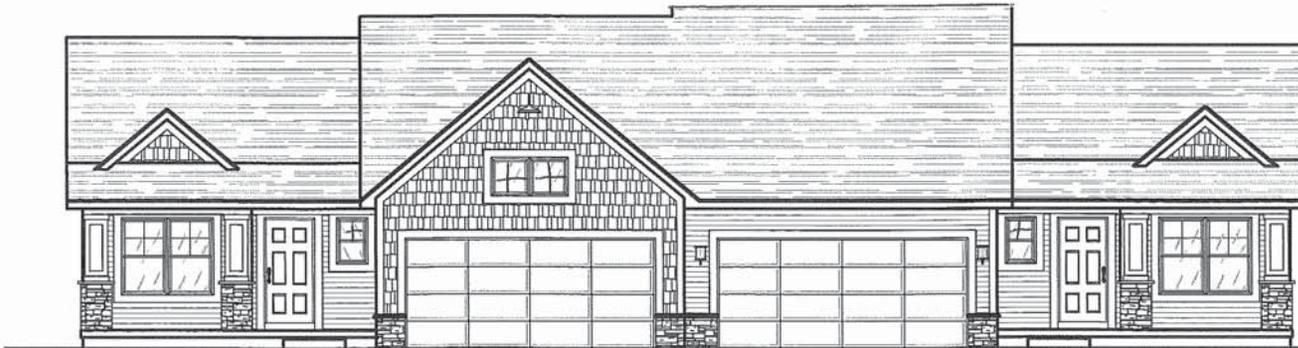


185 44th street Suite D  
 Grandville, MI 49418  
**616-667-3333**  
 bosgraaf.com



# BOSGRAAF HOMES

SERIES NAME: TRADITIONAL  
 MODEL NAME: TOWNHOME CONDOS  
 LOCATION: XXXXXXXXXXXX  
 JOB NUMBER: XXXXXX



**FRONT ELEVATION**  
 SCALE: 1/8" = 1'-0"

SQUARE FOOTAGE LEFT UNIT		SQUARE FOOTAGE RIGHT UNIT	
MAIN FLOOR:	1,277 SQ. FOOT	MAIN FLOOR:	1,200 SQ. FOOT
TOTAL LIVING SPACE:	1,277 SQ. FOOT	TOTAL LIVING SPACE:	1,200 SQ. FOOT
2- STALL GARAGE:	422 SQ. FOOT	2- STALL GARAGE:	422 SQ. FOOT
BASEMENT/FOUNDATION:	795 SQ. FOOT	BASEMENT/FOUNDATION:	635 SQ. FOOT

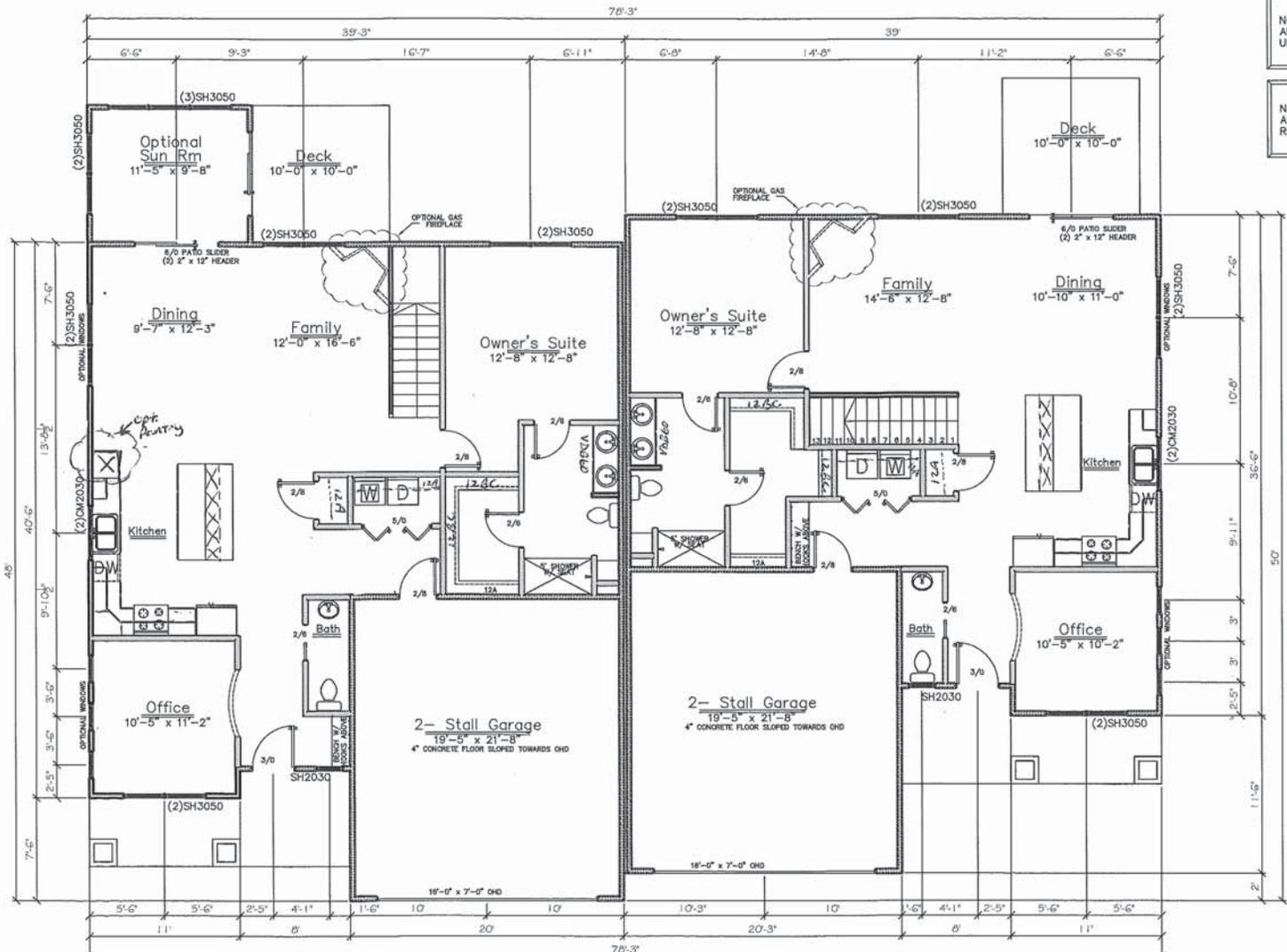
By signing here and initialing subsequent pages, Buyer approves the plans and specifications for the home and acknowledges the following: All plans and specifications are subject to changes and all material and products are subject to substitution by Bosgraaf Homes without notice to Buyer as long as the change or substitution does not materially affect the value of the property. Furthermore, all additional use, duplication, publication, sale or distribution of plans, without permission of Bosgraaf Homes, represents a violation of Federal copyright law and is subject to legal procedures and penalties.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sheet Index	
Page #	Description
1	COVER SHEET
2	FOUNDATION PLAN & DETAILS
5	MAIN FLOOR SUB-FLOOR PLAN
6	FIRST FLOOR PLAN
12	SECTIONS
14	ROOF PLAN
17A	FRONT & REAR ELEVATION
17B	RIGHT & LEFT ELEVATION
18A	BASEMENT ELECTRICAL PLAN
18B	MAIN FLOOR ELECTRICAL PLAN
19	MISCELLANEOUS DETAILS
2D	CABINET PLANS
21A	FLOORING PLANS
21B	FLOORING PLANS

XXXXXX  
 COVER SHEET  
 SCALE: 1/8" = 1'-0"

CUSTOMER INITIALS: \_\_\_\_\_  
 KEYWAY DRAFTING & DESIGN  
 565 LICKSKOBY RIDGE DR. GRANDVILLE, MI 48818  
 P. 616.293.0879  
 E. KeywayDD@ gmail.com  
 BOSGRAAF HOMES  
 0-185 44th Street, Suite D Grandville, Mich. 49418  
 (616)796-6810 Fax (616)528-6815  
 BOSTGRAAF COMPANIES  
 NOTE: WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THESE PLANS, THE ARCHITECT MAKES NO WARRANTY AGAINST NEAR ERRORS. THE SUBCONTRACTOR OF THE JOB MUST CHECK ALL RESPONSIBILITY TO BOTH GENERAL CONTRACTOR AND OWNER FOR SAME. CONSULTATION ARE PROVIDED. A.S. 2004. P. 1.1.1. REVISION 1/12/13. A.S. 1/12/13.



NOTE:  
ALL HEADERS TO BE DOUBLE 2" x 12"  
UNLESS OTHERWISE NOTED

NOTE:  
ALL HEADERS 48" OR GREATER  
REQUIRE DOUBLE LAPS ON EACH SIDE

**MAIN FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
1277 SQ. FT.

**MAIN FLOOR PLAN**  
SCALE: 1/4" = 1'-0"  
1200 SQ. FT.

XXXXXX  
MAIN FLOOR PLAN  
SCALE: 1/8" = 1'-0"

CUSTOMER INITIALS: \_\_\_\_\_

368 BICKORY RIDGE DR  
GRANDVILLE, MI 49411

**KEYWAY**  
DRAFTING & DESIGN

p. 616.293.0879  
e. KeywayFD@gmail.com

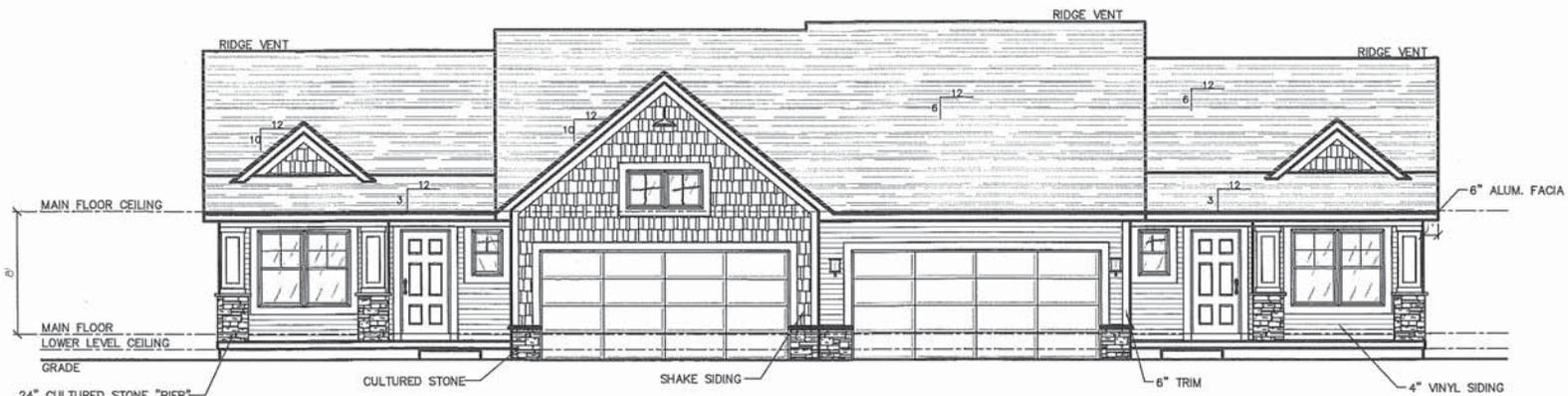
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PLAN: \_\_\_\_\_  
SHEET: 6  
SQ. FT. \_\_\_\_\_

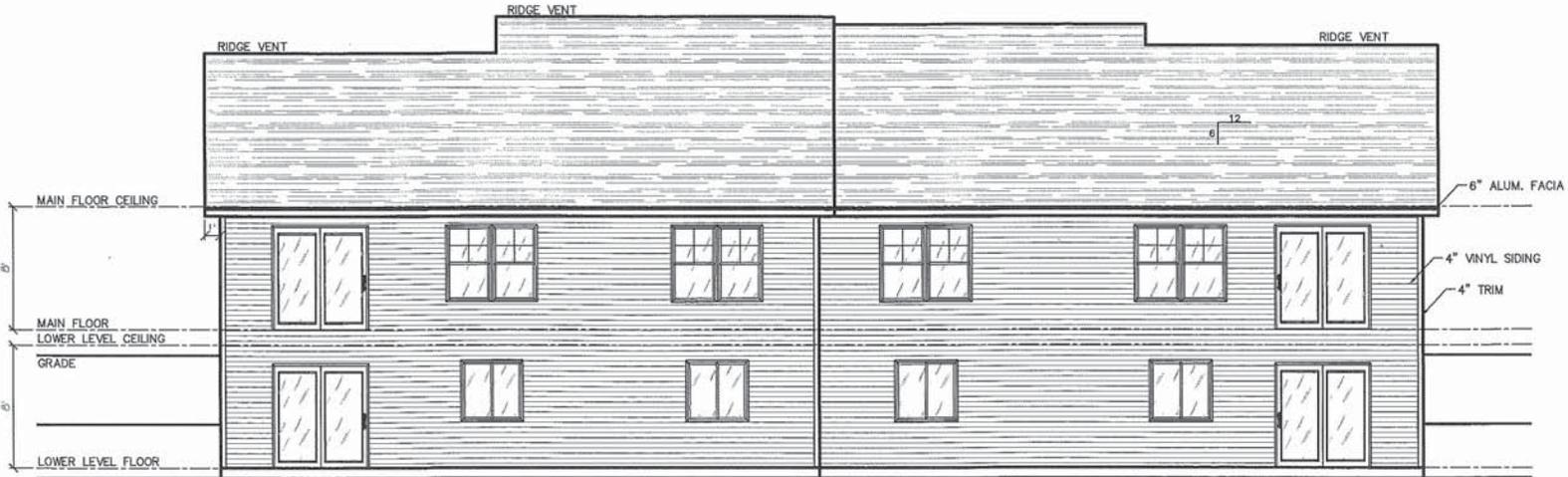
**BOSGRAAF HOMES**  
0-185 44th Street, Suite D  
Grandville, Mich, 49418  
(616)796-6810 Fax (616)328-6815  
CORPORATE BOSGRAAF.COM/RES

NOTE: WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS DRAWING, THE ARCHITECT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY HIMSELF OR HIS FIRM. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR INCOMPLETION OF THE PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY INCREASE IN COSTS OR FOR ANY OTHER DAMAGES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY OTHER DAMAGES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY OTHER DAMAGES.





**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"



**REAR ELEVATION**  
SCALE: 1/8" = 1'-0"

XXXXXX  
ELEVATIONS  
SCALE: 1/8" = 1'-0"

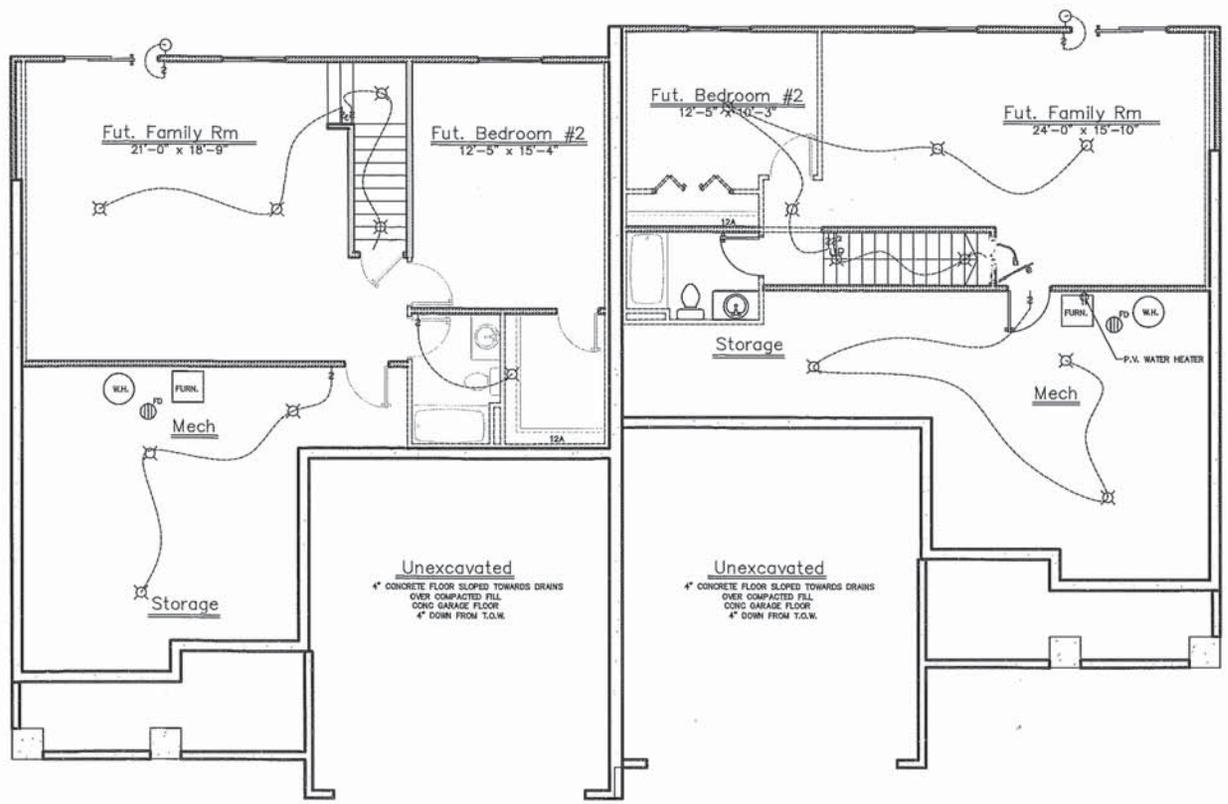
CUSTOMER INITIALS: _____	KEYWAY DRAFTING & DESIGN
PLAN: _____ SHEET: 17A SQ.FT. _____	BOSGRAAF HOMES 0-185 44th Street, Suite D Grandville, Mich. 49418 (616)796-6810 Fax (616)328-6815 BOSGRAAF COMPANY
<small>NOTE: WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THESE DRAWINGS, THE ARCHITECT ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE JOB SITE PRIOR TO CONSTRUCTION. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF PROPERTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, PERSONAL PROPERTY, DAMAGE TO OR LOSS OF PROPERTY, OR INJURY TO ANY PERSON, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES PROVIDED BY THE ARCHITECT.</small>	





**ELECTRICAL LEGEND**

- ⌚ SWITCH
- ⌚ THREE-WAY SWITCH
- ⌚ RHEOSTAT
- ⌚ DUPLEX OUTLET
- ⌚ SPLIT WIRED DUPLEX OUTLET
- ⌚ GFI OUTLET
- ⌚ FLOOR OUTLET
- ⌚ WATERPROOF OUTLET
- ⌚ PHONE OUTLET
- ⌚ TV OUTLET
- ⌚ THERMOSTAT
- ⌚ WALL-MOUNTED SMOKE DETECTOR
- ⌚ JUNCTION BOX
- ⌚ 220V/220 VOLT OUTLET
- ⌚ CEILING LIGHT
- ⌚ RECESSED CEILING LIGHT
- ⌚ WALL MOUNT
- ⌚ FAN/LIGHT COMBO
- ⌚ PANELBOARD
- ⌚ FLUORESCENT
- ⌚ CEILING FAN
- ⌚ FAN/LIGHT
- ⌚ SPOTLIGHT
- ⌚ UNDER CABINET FLOURESCENT
- ⌚ CLG. LIGHT W/ PULLCHAIN
- ⌚ CHIMES
- ⌚ EXHAUST FAN



**NOTE:**  
 PANELBOARD LOCATION TO BE DETERMINED PER UTILITY LOCATION ON THE SITE.

**LOWER LEVEL PLAN**  
 SCALE: 1/8" = 1'-0"

XXXXXX  
 ELECTRICAL PLAN  
 SCALE: 1/8" = 1'-0"

**BOSGRAAF HOMES**  
 0-185 44th Street Suite D  
 Grandville, Mich. 49418  
 (616)796-6810 Fax (616)328-6815  
 BOSSGRAAF COMPANIES

**PLAN:** 18A  
**SHEET:** 18A  
**SQ.FT.**

5626 HICKORY RIDGE DR  
 GRANDVILLE, MI 49418  
 P. 616.293.0879  
 E. KEYWAYDD@GMAIL.COM

**KEYWAY DRAFTING & DESIGN**

CUSTOMER INITIALS:

NOTE: WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND ADJACENT STRUCTURES. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



**MAIN FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"  
 873 SQ. FT. PER UNIT

XXXXXX  
**FLOORING PLAN**  
 SCALE: 1/8" = 1'-0"

- VINYL FLOOR 
- WOOD FLOOR 
- TILE FLOOR 
- CARPET 

NOTE: WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID MISTAKES, THE SUBSCRIBER ASSUMES ALL RESPONSIBILITY FOR ANY OMISSIONS AND OTHER DETAILS AND MUST BE RESPONSIBLE FOR ALL DIMENSIONS AND SCALE OF THIS DRAWING. ALL DIMENSIONS ARE IN FEET AND INCHES.

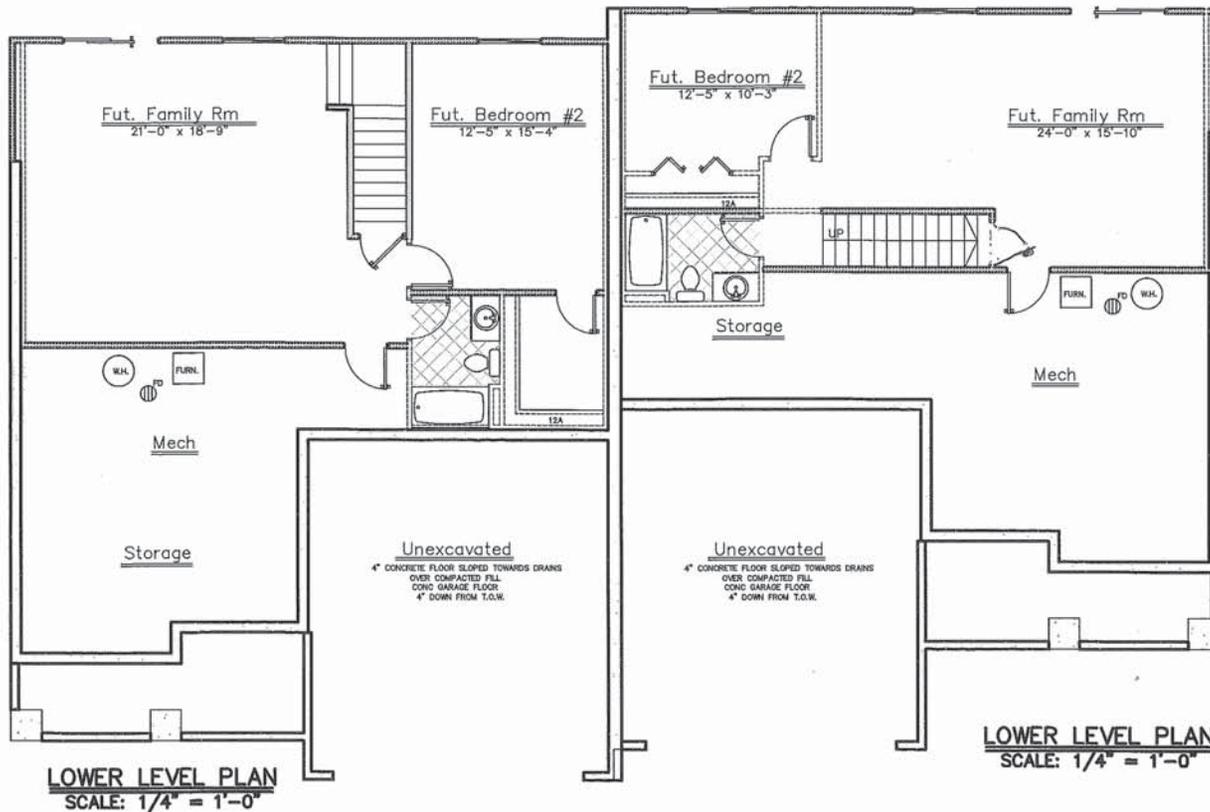
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 0-185 44th Street, Suite D  
 Grandville, Mich. 49418  
 (616) 796-6810 Fax (616) 328-6815  
 COPYRIGHT BOSGRAAF COMPANIES

PLAN: \_\_\_\_\_  
 SHEET: 21B  
 SQ.FT. \_\_\_\_\_

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 GRANDVILLE, MI 49418  
 P. 616.293.0879  
 E. KeywayDD@gmail.com

KEYWAY  
 DRAFTING  
 & DESIGN

CUSTOMER  
 INITIALS: \_\_\_\_\_



CUSTOMER  
INITIALS:

KEYWAY  
DRAFTING  
& DESIGN

5626 HICKORY RIDGE DR  
GRANDVILLE, MI 48818  
P. 616.293.0879  
E. keywaydd@gmail.com

PLAN:  
SHEET: 21A  
SQ.FT.

BOSGRAAF HOMES  
0-185 44th Street, Suite D  
Grandville, Mich 49436  
(616)796-8810 Fax (616)328-6815  
CARPETING BOSGRAAF COMPANIES

NOTE: WHILE EVERY ATTEMPT HAS BEEN MADE IN THE  
PREPARATION OF THESE PLANS, THE ARCHITECT  
MAKES NO WARRANTY OR GUARANTEE AGAINST HUMAN ERROR. THE  
OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY  
PERMITS AND OTHER LOCAL, STATE AND FEDERAL REGULATIONS.  
TO BOTH GENERAL CONTRACTOR AND OWNER FOR SAME.  
CONTRACTORS ARE TO VERIFY ALL DIMENSIONS AND CONDITIONS  
ON SITE PRIOR TO CONSTRUCTION.

XXXXXX  
FLOORING PLAN  
SCALE: 1/8" = 1'-0"



**LEGEND**

- ① Neighborhood Access Point
- ② Millhouse Bayou
- ③ Open Space
- ④ Entry Sign
- ⑤ Building Envelope

**NOTES**

Total Acreage	= 12.48 ac
Bayou Area	= 2.83 ac
Floodplain Area	= 0.88 ac
PUD Area	= 8.22 ac
R-2 Lot Rezone	= 0.55 ac
Total Open Space	= 3.93 ac (43%)
Total Length of Street	= 1,127'
Total Residential Units	= 26
Two Unit Condos (11)	= 22
Four Unit Condos (1)	= 4

September 21, 2018



north 0' 25' 50' 100' scale 1" = 50'



**MILLHOUSE BAYOU CONDOMINIUMS**

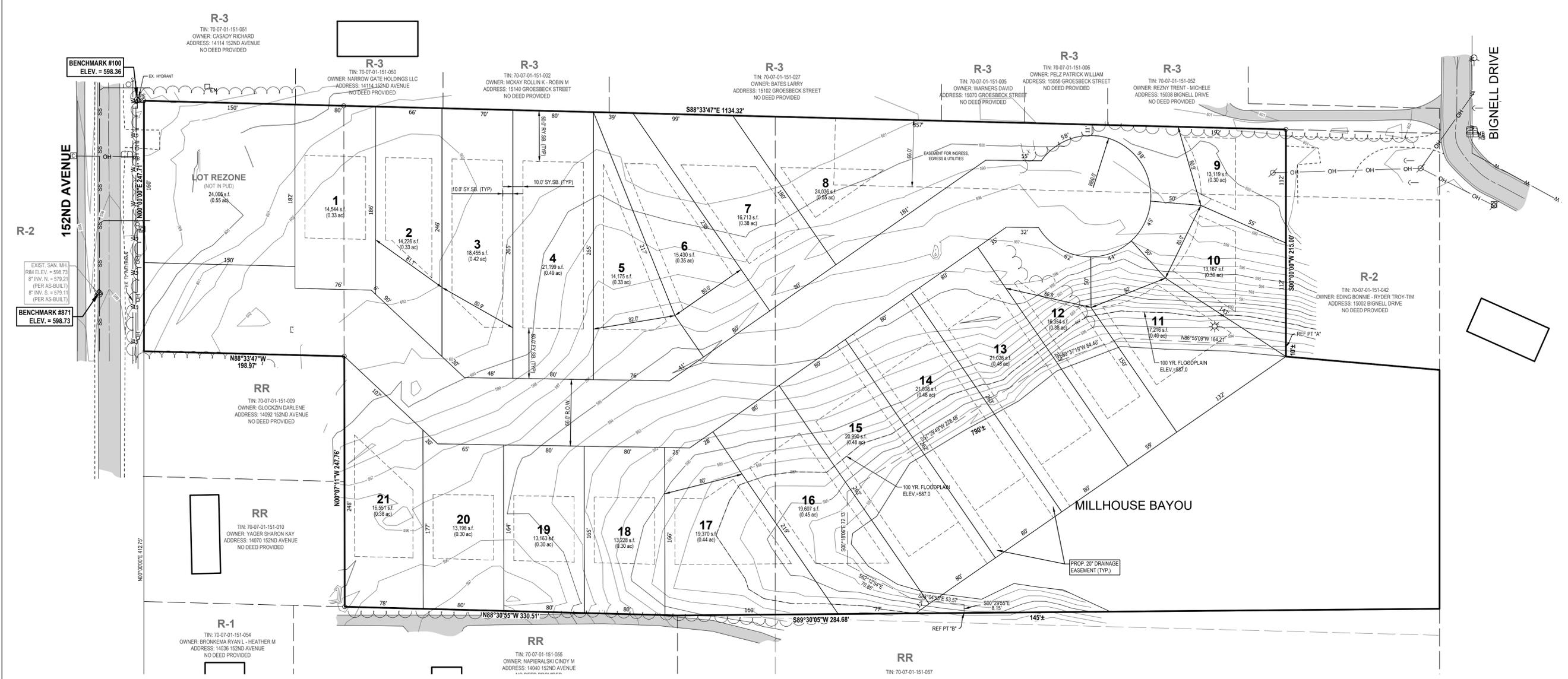
SITE PLAN RENDERING  
project number: 18200250

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 800.222.1868  
**GRAND RAPIDS**  
 217 Grandville Ave., Suite 302  
 Grand Rapids, MI 49503  
 Phone: 616.575.5190  
**ANN ARBOR**  
**CHICAGO**  
**COLUMBUS**  
**HOLLAND**  
**INDIANAPOLIS**  
**ST. LOUIS**

**PREPARED FOR:**  
 Bosgraaf Homes  
 Mike Bosgraaf  
 148 South River Ave Suite 100  
 Holland, MI 49423  
 Phone: 616.644.1364

**REVISIONS:**

Title: Preliminary PUD Submittal	V. Date: 08.26.18
Drawn: Brad M. Checked: Jack B. S. Date: 08.26.18	
Title: Preliminary Agency Submittal	V. Date: 08.27.18
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Title: Preliminary PUD Re-Submittal	V. Date: 08.30.18
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Title: Preliminary PUD Re-Submittal	V. Date: 09.21.18
Drawn: Brad M. Checked: Jack B. S. Date: 09.21.18	



**PUD PLAN FOR**  
**Millhouse Bayou**  
**Condominiums**  
**Parallel Plan**  
 15014 Bignell Drive  
 PART OF LOTS 8 & 8, BLOCK 23, BORCK'S SUPERVISORS' PLAT NO. 1, SECTION 1,  
 T7N, R18W, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

**STAMP:**

STATE OF MICHIGAN  
 ROGER JACK BARR II  
 ENGINEER  
 No. 41990  
 LICENSED PROFESSIONAL ENGINEER

**PROJECT NO:**  
 18200250

**SHEET NO:**  
**C-200**

**STORMWATER NOTES**

- ALL PROPOSED STORMWATER COLLECTION BASINS WILL BE PERFORATED LEACH BASINS.
- ALL PROPOSED STORM SEWER PIPE WILL BE PERFORATED LEACH PIPE.
- A STORMWATER QUALITY UNIT TO TREAT THE FIRST FLUSH IS PROPOSED BETWEEN UNITS 18 & 19.

**GENERAL NOTES**

- CURRENT RR ZONING REQUIREMENTS  
 SETBACKS - SINGLE FAMILY  
 FRONT YARD = 50 FT.  
 SIDE YARD = 50 / 20 FT.  
 REAR YARD = 50 FT.  
 MIN. LOT AREA = 45,000 SQ. FT.  
 MIN. LOT WIDTH = 150 FT.
- FUTURE LAND USE (R-2) ZONING REQUIREMENTS  
 SETBACKS - SINGLE FAMILY  
 FRONT YARD = 50 FT.  
 SIDE YARD = 25 / 10 FT.  
 REAR YARD = 50 FT.  
 MIN. LOT AREA = 13,000 SQ. FT.  
 MIN. LOT WIDTH = 80 FT.
- SUMMARY OF LAND USE

	SINGLE FAMILY
A) NUMBER OF UNITS	21
B) LENGTH OF STREET	1,066'
C) ACREAGE	11.94 ac (Excludes Lot Rezone)
D) RIGHT-OF-WAY	1.65 ac
E) BAYOU	2.83 ac
F) AVERAGE LOT SIZE	16,740 ac
G) UNITS PER ACRE	0.38



UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:  
 EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE "AS-BUILT" RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

**BENCHMARKS**

**BENCHMARK #100** ELEV. = 598.36 (NAVD88)  
 Southeast flange bolt on hydrant under "E" in "E.I.W.". Located 29'± East of the centerline of 152nd Street & 30'± North of the North line of House #14100 Extended.

**BENCHMARK #871** ELEV. = 598.72 (NAVD88)  
 Chiseled cross in North side of manhole rim casting. Located 9'± West of the centerline of 152nd Street & 130'± North of the centerline of drive for House #14092.

**TITLE INFORMATION**

The Title Description and Schedule B items herein are from Premier Lakeshore Title Commitment No. 246123, dated February 12, 2018.

The land referred to in this Commitment, situated in the County of Ottawa, Township of Grand Haven, State of Michigan, is described as follows:

Lot 8, Block 23, Bork's Supervisor's Plat No. 1, EXCEPT the West 200 feet thereof, and Lot 5, Block 23, Bork's Supervisor's Plat No. 1, EXCEPT that part of said Lot 5 described as: Beginning at the Northeast corner of said Lot 5, Block 23, thence South 02°05'00" East 159.51 feet; thence North 85°00'57" West, along an intermediate traverse line along Mill House Bayou, 151.10 feet; thence North 02°05'00" West 225.0 feet; thence North 89°19'23" East, 150.00 feet to the point of beginning, TOGETHER WITH all lands lying between the intermediate traverse line and the shore of Mill House Bayou.

ALSO EXCEPT that part of Lot 5, Block 23, Bork's Supervisor's Plat No. 1, according to the recorded plat thereof, as recorded in Liber 8 of Plats, page 68, being described as: Commencing at the West 1/4 corner of Section 1, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan; thence South 88°31'58" East 563.00 feet along the East and West 1/4 line of said Section and the South line of said Lot 7 to the Southeast corner of the West 530.00 feet of said Lot 7; thence North 00°14'31" West 165.10 feet along the East line of the West 530.00 feet of said Lot 7, to the point of beginning of the parcel of land herein described; thence South 88°31'58" East parallel with said East and West 1/4 line and the South line of said Lot 5 to the East line of said Lot 5; thence Northerly along the East line of said Lot 5 to a point bearing North 89°29'02" East from the point of beginning; thence South 89°29'02" West to the point of beginning.

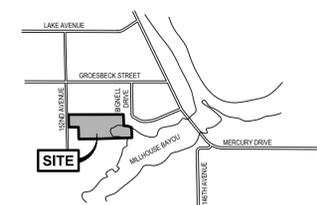
TOGETHER WITH AND SUBJECT TO a 66 foot wide easement for ingress, egress and public utilities, the North line of which is described as: Beginning at the Northeast corner of said Lot 5, thence South 89°19'23" West, along the North line of said Lot 5, 600.00 feet to the point of ending.

**SURVEYOR'S NOTES**

- 1) Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260270, Panel Number 26139C0093E, with an Effective Date of December 16, 2011, shows this parcel to be partially located in Zone AE (100-Year floodplain = 587.5 (NAVD88)). No field surveying was performed to determine this zone.
- 2) Utility locations are derived from actual measurements or available records. They should not be interpreted to be exact locations nor should it be assumed that they are the only utilities in this area.
- 3) NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.
- 4) Waters edge as plotted and shown hereon was field located on February 27, 2018. The boundary along the waters edge is subject to change due to natural causes and it may or may not represent the actual location of the limit of title.
- 5) The boundary lines shown hereon do not represent the ownership of any riparian rights, littoral rights, bottom lands or submerged land on, beneath or appertaining to the subject property.
- 6) This topographical survey was performed during a period of snow and ice covering. While every effort was made to locate all features, snow and/or ice may have prevented all features from being visible.

**SCHEDULE B - SECTION II NOTES**

No survey related items to disclose.



**LOCATION MAP**  
 NOT TO SCALE

**NEDERVELD**  
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 800.222.1868  
**GRAND RAPIDS**  
 217 Grandville Ave., Suite 302  
 Grand Rapids, MI 49503  
 Phone: 616.575.5190  
 ANN ARBOR  
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 HOLLAND  
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 ST. LOUIS

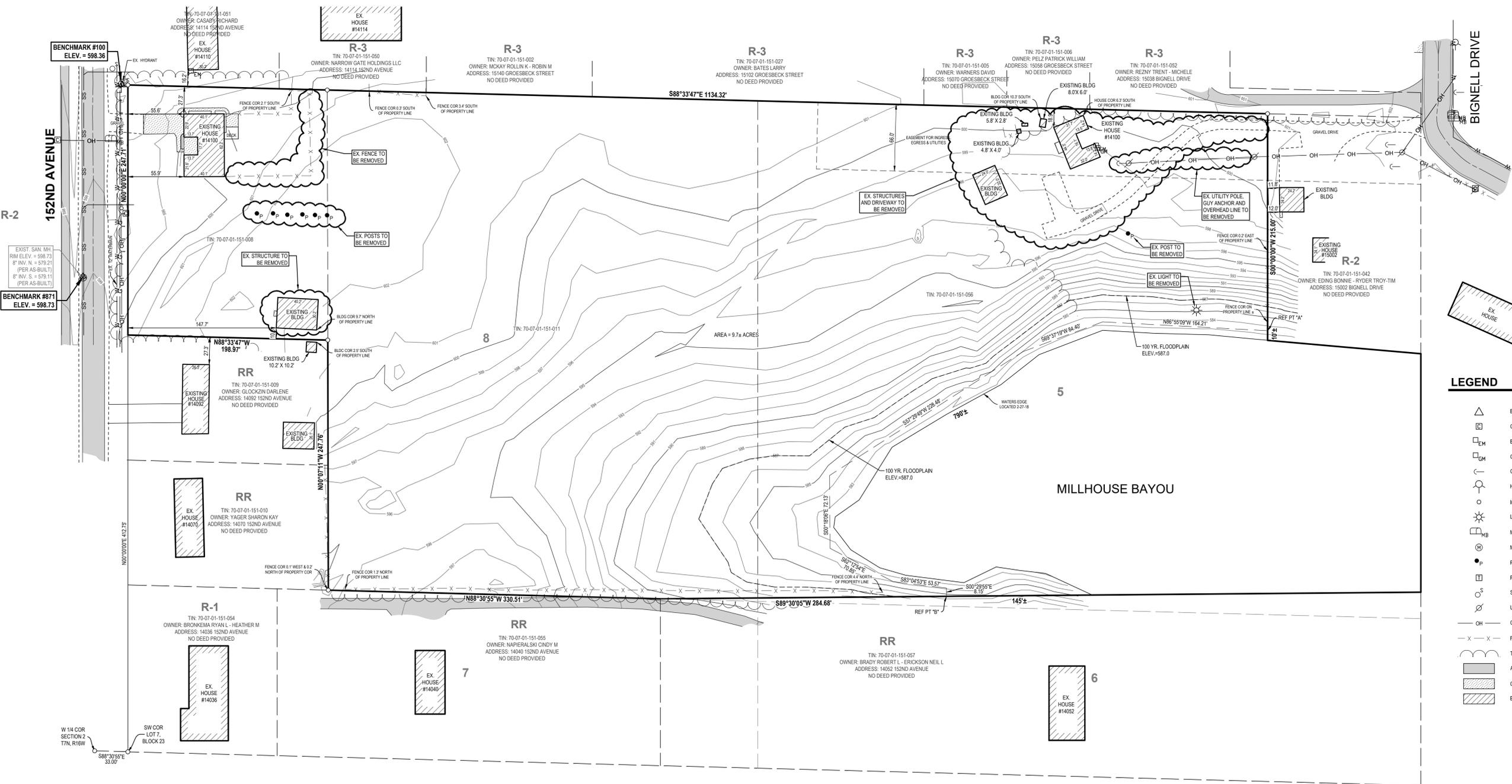
**PREPARED FOR:**

Bosgraaf Homes  
 Mike Bosgraaf

148 South River Ave Suite 100  
 Holland, MI 49423  
 Phone: 616.644.1364

**REVISIONS:**

Title	Prepared By	Checked By	Date
Title: Preliminary PUD Submittal	Brad M.	Jack B.	06.26.18
Title: Preliminary Agency Submittal	Brad M.	Jack B.	06.26.18
Title: Preliminary PUD Re-Submittal	Brad M.	Jack B.	08.27.18
Title: Preliminary PUD Re-Submittal	Brad M.	Jack B.	08.30.18
Title: Preliminary PUD Re-Submittal	Brad M.	Jack B.	09.21.18
Title: Preliminary PUD Re-Submittal	Brad M.	Jack B.	09.21.18



**LEGEND**

- Benchmark
- Cable Riser
- Electric Meter
- Gas Meter
- Guy Anchor
- Hydrant
- Iron - Found
- Light Pole
- Mailbox
- Manhole
- Post
- Phone Riser
- Sign
- Utility Pole
- Overhead Utility
- Fence
- Tree
- Asphalt
- Concrete
- Building



0' 25' 50' 100'  
 SCALE: 1" = 50'

**811** Know what's below.  
 CALL before you dig.  
 UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.  
 NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

PUD PLAN FOR  
**Millhouse Bayou Condominiums**  
 Existing Site Conditions Plan  
 15014 Bignell Drive  
 PART OF LOTS 5 & 8, BLOCK 23, BORK'S SUPERVISOR'S PLAT NO. 1, SECTION 1, T7N, R16W, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

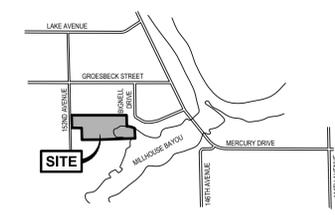
**STAMP:**

**PROJECT NO:**  
 18200250  
**SHEET NO:**  
**C-201**



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NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLAN" WERE OBTAINED FROM AVAILABLE AERIAL RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.



LOCATION MAP  
NOT TO SCALE

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**GRAND RAPIDS**  
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Grand Rapids, MI 49503  
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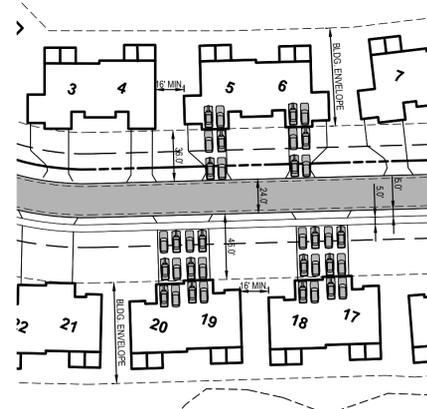
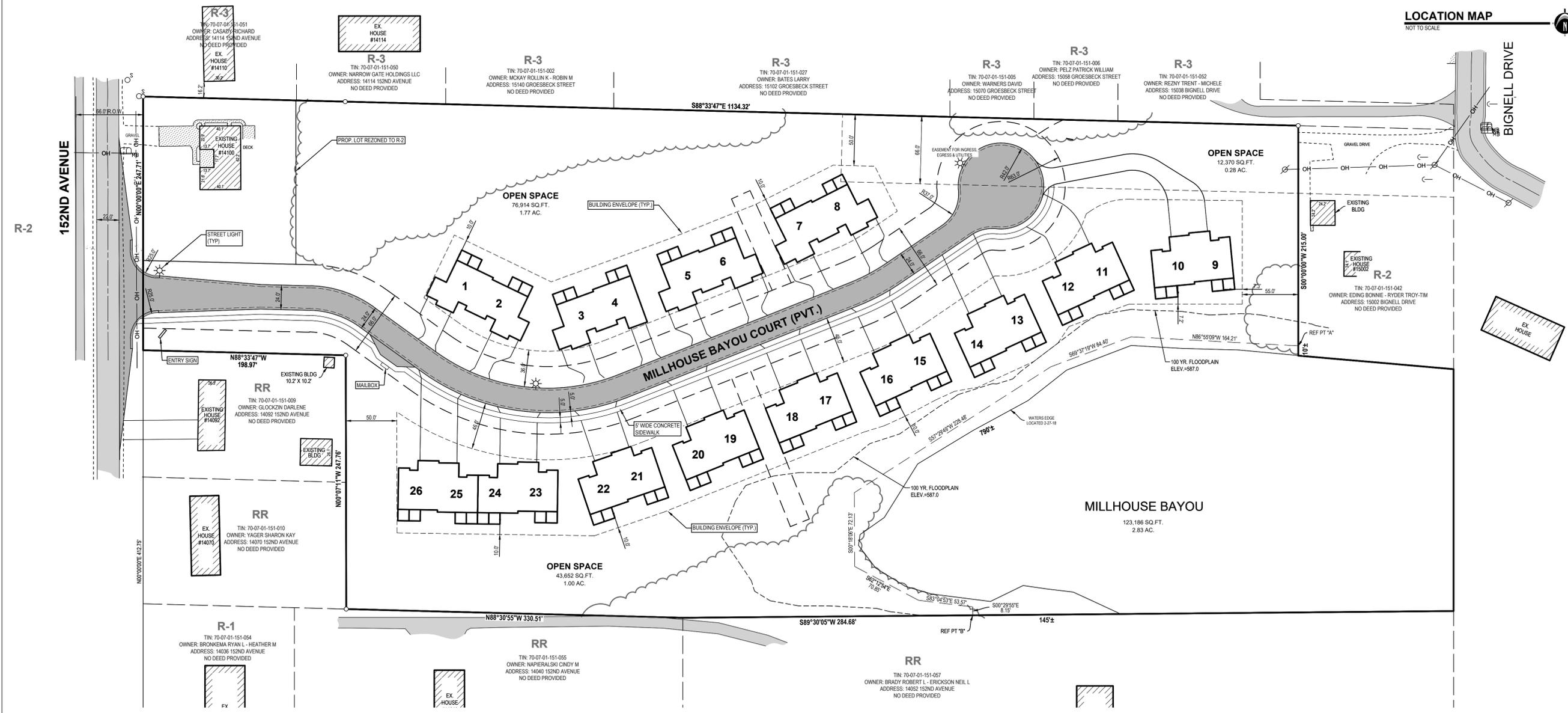
ANN ARBOR  
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INDIANAPOLIS  
ST. LOUIS

**PREPARED FOR:**  
Bosgraaf Homes  
Mike Bosgraaf

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Phone: 616.644.1364

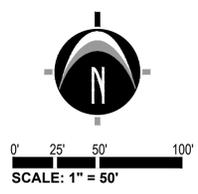
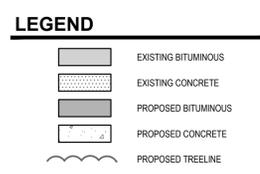
**REVISIONS:**

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Drawn: Brad M. Checked: Jack B. S. Date: 09.21.18	



**MINIMUM BULK DESIGN REQUIREMENTS FOR ATTACHED CONDOMINIUMS**

TWO UNIT	
FRONT YARD = (SIDEWALK SIDE)	46 FT.
FRONT YARD = (NON-SIDEWALK SIDE)	36 FT.
SIDE YARD =	0 FT.
REAR YARD =	0 FT.
BUILDING SEPARATION = (NON-SIDEWALK SIDE)	16 FT.
DRIVEWAY LENGTH = (SIDEWALK SIDE)	46 FT.
DRIVEWAY LENGTH = (NON-SIDEWALK SIDE)	36 FT.
MIN. WIDTH =	38 FT.
LOT SIZE PER UNIT = (SIDEWALK SIDE)	4697 SF.
LOT SIZE PER UNIT = (NON-SIDEWALK SIDE)	4280 SF.



**GENERAL NOTES**

- PROPOSED ZONING OF PROPERTY: PUD  
PUD ZONING REQUIREMENTS  
SINGLE FAMILY LOT BULK DESIGN REQUIREMENTS (SEE CONDO REQUIREMENTS THIS SHEET)  
A) MINIMUM LOT AREA = 18,000 SQ.FT.  
B) MINIMUM LOT WIDTH = 80 FT.  
SETBACKS  
A) FRONT YARD = 50 FT.  
B) SIDE YARD = 25 FT. / 10 FT.  
C) REAR YARD = 50 FT.
  - SUMMARY OF LAND USE:  
**OVERALL**  
A) TOTAL ACREAGE = 12.48 ACRES (543,620 SQ.FT.)  
B) BAYOU = 2.83 ACRES (123,191 SQ.FT.)  
C) FLOODPLAIN = 0.88 ACRES (38,403 SQ.FT.)  
D) R-2 LOT = 0.55 ACRES (24,007 SQ.FT.)  
E) PUD AREA = 9.10 ACRES (396,465 SQ.FT.)  
F) AREA OF PROP. BUILDINGS = 51,389 SQ.FT.  
G) AREA OF PROP. BITUMINOUS = 31,681 SQ.FT.  
H) AREA OF PROP. CONCRETE = 31,884 SQ.FT.  
I) TOTAL LENGTH OF STREET = 1,127 LF.  
J) ALLOWABLE DENSITY = PARALLEL PLAN + 25% BONUS = 21 UNITS X 1.25 = 26 UNITS (ROUNDED TO NEAREST WHOLE NUMBER)
  - GENERAL REQUIREMENTS  
A) THE ROAD WITH ATTACHED CONDOMINIUMS WILL BE PRIVATE. THE PRIVATE ROAD SHALL MEET THE MINIMUM IMPROVEMENTS DESCRIBED IN SECTION 4.3 OF THE GRAND HAVEN CHARTER TOWNSHIP ZONING ORDINANCE WITH THE EXCEPTION OF WIDTH WHICH WILL BE 24'.  
B) THIS PROJECT WILL BE SERVICED BY PUBLIC UTILITIES - SANITARY SEWER, STORM SEWER, WATER, BURIED ELECTRIC, TELEPHONE, CABLE TV, AND GAS. WATER WILL BE LOOPED FROM 152ND AVE. TO BIGNELL DR.  
C) THIS PROJECT IS LOCATED NEAR THE 100 YEAR FLOODPLAIN BASED ON THE NATIONAL FLOOD INSURANCE RATE MAPS. ALL BUILDINGS ARE LOCATED OUTSIDE OF THE FLOODPLAIN.  
D) THIS PROJECT SHALL CONFORM TO THE OTTAWA COUNTY SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE.  
E) ALL STORM SEWERS SHALL BE LOCATED WITHIN A MINIMUM 20 FT. DRAINAGE EASEMENT.  
F) ALL STORM SEWER EASEMENTS WILL BE MAINTAINED BY A DRAINAGE DISTRICT ESTABLISHED BY A 433 AGREEMENT WITH THE OTTAWA COUNTY WATER RESOURCE COMMISSIONER.  
G) CONTOURS ARE DEPICTED AT 1 FOOT INTERVALS.
- | OPEN SPACE CACS:            |                              |
|-----------------------------|------------------------------|
| PUD AREA                    |                              |
| OPEN SPACE                  | 9.10 ACRES (396,465 SQ.FT.)  |
| A) TOTAL ACREAGE            | 12.48 ACRES (543,620 SQ.FT.) |
| B) LENGTH OF STREETS        | 1,127 LF.                    |
| C) TOTAL SINGLE FAMILY LOTS | 1 LOT                        |
- | SINGLE FAMILY           |                            |
|-------------------------|----------------------------|
| A) TOTAL ACREAGE        | 0.88 ACRES (38,403 SQ.FT.) |
| B) LENGTH OF STREETS    | 912 LF.                    |
| C) TWO UNIT CONDOS (13) | 26 UNITS                   |
| TOTAL CONDO UNITS       | 26 UNITS                   |
- | CONDOMINIUMS            |  |
|-------------------------|--|
| A) TOTAL ACREAGE        | 3.20 ACRES (139,795 SQ.FT.) (AREA OF 2 BUILDING ENVELOPES) |
| B) LENGTH OF STREETS    | 912 LF.  |
| C) TWO UNIT CONDOS (13) | 26 UNITS   |
| TOTAL CONDO UNITS       | 26 UNITS   |
- | FLOODPLAIN (DESIGNATED O.S.) = 38,403 SQ.FT. |   |
|--|---|
| A) TOTAL ACREAGE                             | 12.99 ACRES (561,339 SQ.FT.) = 3.93 ACRES TOTAL |
| B) LENGTH OF STREETS                         | 1,127 LF.                                       |
| C) TWO UNIT CONDOS (13)                      | 26 UNITS  |
| TOTAL CONDO UNITS                            | 26 UNITS  |

**STAMP:**

**PROJECT NO:**  
18200250

**SHEET NO:**  
**C-205**

**NEDERVELD**  
 www.nederveld.com  
 800.222.1868  
**GRAND RAPIDS**  
 217 Grandville Ave., Suite 302  
 Grand Rapids, MI 49503  
 Phone: 616.575.5190  
**ANN ARBOR**  
**CHICAGO**  
**COLUMBUS**  
**HOLLAND**  
**INDIANAPOLIS**  
**ST. LOUIS**

**PREPARED FOR:**  
 Bosgraaf Homes  
 Mike Bosgraaf  
 148 South River Ave Suite 100  
 Holland, MI 49423  
 Phone: 616.644.1364

**REVISIONS:**

Title: Preliminary PUD Submittal	V. Date: 06.26.18
Drawn: Brad M. Checked: Jack B. S. Date: 06.26.18	
Title: Preliminary Agency Submittal	V. Date: 08.27.18
Drawn: Brad M. Checked: Jack B. S. Date: 08.27.18	
Title: Preliminary PUD Re-Submittal	V. Date: 08.30.18
Drawn: Brad M. Checked: Jack B. S. Date: 08.30.18	
Title: Preliminary PUD Re-Submittal	V. Date: 09.21.18
Drawn: Brad M. Checked: Jack B. S. Date: 09.21.18	

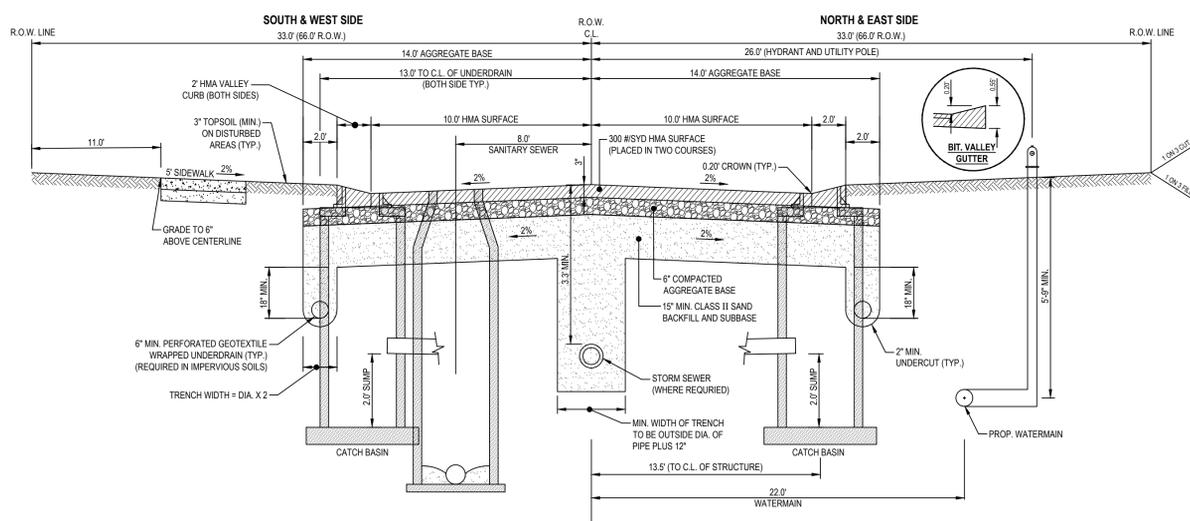
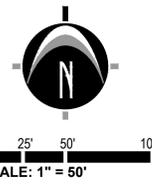


BENCHMARK #100  
ELEV. = 598.36

BENCHMARK #871  
ELEV. = 598.73

**STORMWATER NOTES**

1. ALL PROPOSED STORMWATER COLLECTION BASINS WILL BE PERFORATED LEACH BASINS.
2. ALL PROPOSED STORM SEWER PIPE WILL BE PERFORATED LEACH PIPE.
3. A STORMWATER QUALITY UNIT TO TREAT THE FIRST FLUSH IS PROPOSED BETWEEN UNITS 18 & 19.
4. THE STORM SEWER PIPE BETWEEN UNITS 6 & 7 & 18 & 19 WILL BE DESIGNED TO A 100 YEAR FLOW CAPACITY FOR EMERGENCY RELIEF.



**LEGEND**

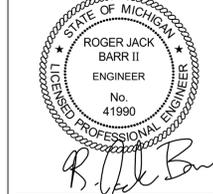
- - - EX. GRADE CONTOUR
- - - PROP. GRADE CONTOUR
- - - EX. BITUMINOUS
- - - PROPOSED BITUMINOUS (STANDARD DUTY)
- - - PROPOSED CONCRETE (STANDARD DUTY)
- - - PROP. STORM SEWER (16"-36")
- - - PROP. SANITARY SEWER (8")
- - - PROP. WATERMAIN (8") & HYDRANTS & VALVES

**SOIL EROSION CONTROL SCHEDULE 2018 / 2019**

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
PLACE SILT FENCE												
STRIP & STOCKPILE TOPSOIL												
CONSTRUCT CONNECTION TO STORM SEWER												
ROUGH GRADE SITE												
FINISH GRADE SITE												
PAVE SITE												
RESPREAD TOPSOIL/COMPACTION												
SEED DISTURBED AREAS												
SITE RESTORATION/CLEAN UP												

NOTE:  
 THE ONLY SOIL MATERIALS THAT WILL BE BROUGHT ON SITE WILL BE FOR ROAD CONSTRUCTION ONLY.  
 NO SOIL WILL BE REMOVED FROM SITE.

**STAMP:**



**PROJECT NO:**  
 18200250

**SHEET NO:**  
**C-300**

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

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NOTE:  
 EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

**PROPOSED PRIVATE ROAD SECTION**





GRAND HAVEN CHARTER TOWNSHIP

# Community Development Memo

DATE: September 27, 2018  
TO: Planning Commission  
FROM: Stacey Fedewa, AICP – Community Development Director  
RE: PUD – Lincoln Pines – Expansion

## BACKGROUND

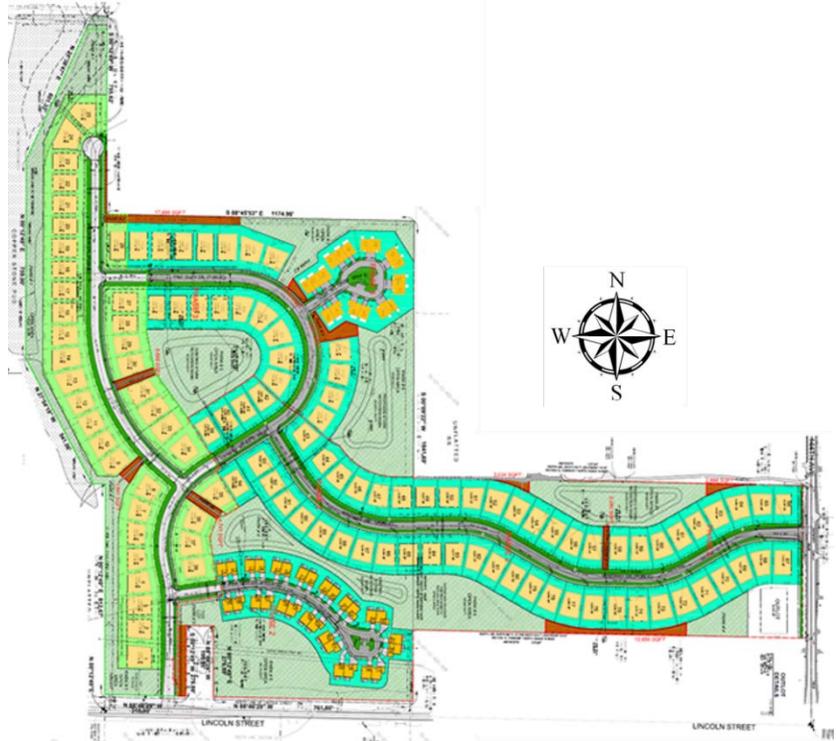
- 2014 – the Lincoln Pines PUD was approved for a 99-lot single family subdivision.
- 2016 – the first phase of 38-lots, was officially platted.
- 2018 – an amendment was approved to reconfigure the development and add condos, which included 72-lots and 53-units, totaling 125 units.
- 2018 – the developer acquired an additional 20-acres of land.

A PUD application has been submitted rather than a PUD Amendment because the additional land is being added, so that is why departures are being requested as well.

## PROPOSAL

The additional acreage brings the total size of the development to 80-acres. Another reconfiguration is being requested, which would add more subdivision lots and relocate the condos. The new proposal would include 114 platted lots and 48 condo units, bringing the total number to 162 dwellings.

Included with this proposal is eliminating the second entrance to Lincoln Street and instead, constructing the second



entrance on 144<sup>th</sup> Avenue. This design is preferred by DPW for watermain looping, and the Ottawa County Road Commission.

This would also result in the need to convert some of the public roads to private because the condo driveways are unable to meet the spacing standards of the Ottawa County Road Commission.

The development would include 16.53-acres of open space (20.7%), and still includes sidewalks in the existing portion as well as the expanded portion. Both of which would connect to the new pathways the Township will construct on 144<sup>th</sup> Avenue and Lincoln Street in 2019.

The developer is also proposing to exclude a 0.91-acre outlot from the PUD. If approved, the developer would submit an application to rezone from RR to R-1.

**DEPARTURE REQUESTS**

Section	Regulation	Developer Request	Staff Response
21.02	Side yard setback shall be a minimum of 10’ with a total combined of 25’.	Requesting an 8’ side yard setback with a total combined of 16’.	The request is consistent with existing PUD and other residential PUD’s approved recently.
4.3.C.3	Minimum width of a private road serving more than 8 premises is 30’.	Requesting a 24’ width, which is consistent with three other developments within 1-mile: Bayou Pointe, Landon Lane, and Hunters Woods.	The Fire/Rescue Dept was supportive of a 26’ width, which is consistent with OCRC requirements.

**SAMPLE MOTIONS**

If the Planning Commission finds the application complies with the standards, the following motion can be offered:

**Motion** to recommend the Township Board **conditional approval** of the proposed Lincoln Pines PUD expansion to construct a total of 114 platted subdivision lots and 48 condominium units, which would now include Parcel No. 70-07-12-400-007. This is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance and Master Plan. The motion is subject to, and incorporates, the following report concerning the Planned Unit Development, including conditions of approval.

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

**Motion** to recommend the Township Board **deny** the Lincoln Pines PUD expansion, and direct staff to draft a formal motion and report with those discussion

points, which will be reflected in the meeting minutes. This will be reviewed and considered for adoption at the next meeting.

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

**Motion to table** the Lincoln Pines PUD expansion and direct the applicant to make the following revisions:

1. *List the revisions.*

**REPORT (TO BE USED WITH A MOTION TO APPROVE)**

Pursuant to the provisions of the Grand Haven Charter Township (the “Township”) Zoning Ordinance (the “Zoning Ordinance”), the following is the report of the Grand Haven Charter Township Planning Commission (the “Planning Commission”) concerning an application by Signature Land Development Corporation (the “Developer”) for approval of the Lincoln Pines Planned Unit Development expansion (the “Project” or the “PUD”).

The Project will consist of the existing 38 platted lots in phase 1, and in phases 2 and 3 will have an additional 76 platted lots and 48 condominium units. The Project as recommended for approval is shown on a final site plan (the “Final Site Plan”), last revised 8/20/2018 and is referred to as the “Documentation,” presently on file with the Township.

The purpose of this report is to state the decision of the Planning Commission concerning the Project, the basis for the Planning Commission’s recommendation, and the Planning Commission’s decision that the amended Lincoln Pines PUD be approved as outlined in this motion. The Developer shall comply with all of the Documentation submitted to the Township for this Project. In granting the approval of the proposed PUD application, the Planning Commission makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance.

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Planning Commission finds as follows:
  - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this Ordinance.
  - B. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
  - C. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the Township.

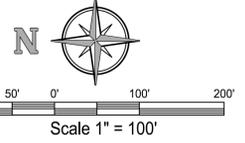
- D. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
  - E. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
  - F. The site plan provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.
  - G. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the Fire/Rescue Department.
  - H. All streets and driveways are developed in accordance with the OCRC specifications, as appropriate.
  - I. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Provisions have been made to accommodate stormwater, prevent erosion and the formation of dust.
  - J. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures to reduce light pollution and preserve the rural character of the Township.
  - K. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.
  - L. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.
  - M. The Documentation conforms to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
  - N. As appropriate, fencing will be required by the Township, and installed by the Developer, around the boundaries of the development if deemed necessary to preventing trespassing or other adverse effects on adjacent lands.
  - O. The general purposes and spirit of this Ordinance and the Master Plan of the Township are maintained.
2. The Planning Commission finds the Project meets the intent for a PUD, as described in Section 17.01.3 of the Zoning Ordinance. By approving this Project as a PUD, the Township has been able to negotiate various amenities and design characteristics as well as additional restrictions with the Developer, as described in this report, which the Township would not have been able to negotiate if the PUD Chapter of the Zoning Ordinance was not used.
  3. Section 17.01.5, Section 17.02.1.B.1-4 of the Zoning Ordinance, as well as Section 503 of the Michigan Zoning Enabling Act, allow for departures from Zoning Ordinance requirements; these provisions are intended to result in land use development that is substantially consistent with the goals and objectives of the Township Master Plan and the Zoning Ordinance, and consistent with

sound planning principles. The Developer requested two departures. The Planning Commission makes the following findings.

- A. Section 21.02 – allow an 8-foot side yard setback, totaling a 16-foot building separation.
  - i. The Planning Commission finds it acceptable to allow a reduced side yard setback based on past practices of other residential PUDs, particularly those that include condominiums; and based on the preservation of open space.
4. The Grand Haven Charter Township Private Roads and Driveways Ordinance provides the standards for private road construction. Section 7 of this Ordinance permits the Township Board of Trustees to grant exceptions when the strict application of the literal terms would impose an undue hardship, or when it results in practical difficulties. However, it is the general purpose of that Ordinance to protect the public health, safety, and welfare, and it is therefore anticipated that such exceptions should be rarely granted. Although the Planning Commission does not have authority over the Ordinance, a recommendation is still being provided to aid in the Township Board of Trustee’s decision-making process. In doing so, the Planning Commission makes the following findings:
  - A. Section 4.3.C.3 – allow a reduced roadway width of 24-feet.
    - i. The Planning Commission finds it acceptable to allow the reduced width based on the information provided by the applicant that shows three similar, and nearby, developments that have been approved with a 24-foot width.
5. Compared to what could have been constructed by right, the Project has been designed to accomplish the following objectives from Section 17.01.4 of the Zoning Ordinance.
  - A. The Project will encourage the use of land in accordance with its natural character and adaptability;
  - B. The Project will promote the conservation of natural features and resources;
  - C. The Project will promote innovation in land use planning and development;
  - D. The Project will promote the enhancement of housing for the residents of the Township;
  - E. The Project will promote greater compatibility of design and better use between neighboring properties;
  - F. The Project will promote more economical and efficient use of the land while providing a harmonious variety of housing choices; and
  - G. The Project will promote the preservation of open space.
6. The Project meets the following qualification requirements of Section 17.02 of the Zoning Ordinance:
  - A. The Project meets the minimum size of five acres of contiguous land.
  - B. The Project contains two separate and distinct residential uses—single family, and attached condominiums.
  - C. The Project site has distinct physical characteristics which makes compliances with the strict requirements of the ordinance impractical.

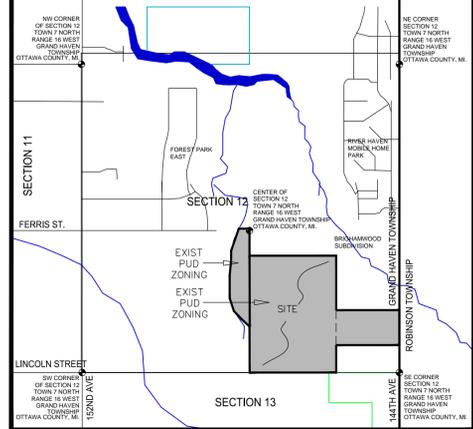
- D. The PUD design includes innovative development concepts that substantially forward the Intent and Objectives of Section 17.01, and permits an improved layout of land uses that could not otherwise be achieved under normal zoning.
7. The Planning Commission also finds the Project complies with the general PUD Design Considerations of Section 17.05 of the Zoning Ordinance.
- A. The stormwater management system for the Project and the drainage facilities will properly accommodate stormwater on the site, will prevent runoff to adjacent properties, and are consistent with the Township's groundwater protection strategies.
  - B. The Project will not interfere with or unduly burden the water supply facilities, the sewage collection and disposal systems, or other public services such as school facilities, park and recreation facilities, etc.
  - C. Utility services within the Project shall be underground. This includes but is not limited to electricity, gas lines, telephone, cable television, public water and sanitary sewer.
  - D. The internal road system in the Project is designed to limit destruction of existing natural vegetation and to decrease the possibility of erosion.
  - E. Vehicular circulation, traffic and parking areas have been planned and located to minimize effects on occupants and users of the Project and to minimize hazards to adjacent properties and roadways.
  - F. Parking requirements for each use have been determined to be in accordance with Chapter 24 (Parking, Loading Space, and Signs).
  - G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.
  - H. Buildings in the Project have been sited to protect natural resources. Natural features such as natural grade, trees, vegetation, water bodies and others have been incorporated into the Documentation.
  - I. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.
  - J. The Project is reasonably compatible with the natural environment of the site and the adjacent premises.
  - K. The Project will not unduly interfere with the provision of adequate light or air, nor will it overcrowd land or cause an unreasonably severe concentration of population.
  - L. Exterior lighting within the Project complies with Chapter 20A for an LZ 3 zone.
  - M. Outside storage of materials shall be screened from view.
  - N. Signage is compliant with Section 24.13 of the Zoning Ordinance.
  - O. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.
  - P. The Project is in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township Board before construction is commenced.

- Q. The Project satisfies the minimum open space of 20-percent required by the Zoning Ordinance.
  - R. The open space in the Project is large enough and properly dimensioned to contribute to the purpose and objectives of the PUD.
  - S. The open space in the Project consists of contiguous land area which is restricted to non-development uses.
  - T. The open space in the Project will remain under common ownership or control.
  - U. The Open space in the Project is set aside by means of conveyance that satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance.
  - V. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.
8. The Planning Commission finds that the Project complies with the uses permitted for a residential planned unit development, as described in Sections 17.07.1.A and 17.07.1.C of the Zoning Ordinance—Single Family Dwellings and Multiple Family Dwellings.
9. The Planning Commission also finds the Project shall comply with the below additional conditions as well.
- A. The open space must be set aside by means of conveyance that satisfies the requirements of Section 17.05.5.G of the Zoning Ordinance. Said conveyance shall be submitted to the Township for review and approval prior to obtaining an occupancy permit.
  - B. Must obtain permits from all applicable agencies including, the Ottawa County Road Commission and Ottawa County Water Resources Commissioner. Permits shall be obtained before building permits are issued.
  - C. The Developer shall enter into a PUD Contract with the Township, which will be drafted by the Township Attorney and executed by the Township Board prior to receiving an occupancy permit.
  - D. This approval is also conditioned upon the Developer meeting all applicable Federal, State, County, and Township laws, rules, and ordinances.
  - E. The Developer shall comply with all the requirements of the Documentation, specifically including all the notes contained thereon, and all the representations made in the written submissions by the Developer to the Township for consideration of the Project.
  - F. In the event of a conflict between the Documentation and these conditions, these conditions shall control.



**LEGAL DESCRIPTION**

Part of the Southwest 1/4 and part of the Southeast 1/4 of Section 12, Town 7 North, Range 16 West, Grand Haven Township, Ottawa County, Michigan, being described as: Commencing at the South 1/4 corner of said section, thence North 00 degrees 12 minutes 49 seconds East 50.01 feet along the North and South 1/4 line of said section to the Point of Beginning of the parcel of land herein described; thence continuing along said North 00 degrees 12 minutes 49 seconds East 812.67 feet; thence North 88 degrees 52 minutes 42 seconds West 50.93 feet along the North line of the South 882.57 feet of the East 1/2 of the Southwest 1/4 of said section; thence North 27 degrees 54 minutes 19 seconds West 541.56 feet; thence North 00 degrees 12 minutes 49 seconds East 759.90 feet; thence North 24 degrees 38 minutes 47 seconds East 601.33 feet; thence South 88 degrees 45 minutes 53 seconds East 57.45 feet along the East and West 1/4 line of said section to the center of said section; thence South 00 degrees 12 minutes 49 seconds West 755.62 feet along the North and South 1/4 line of said section; thence South 88 degrees 45 minutes 53 seconds East 1174.96 feet; thence South 00 degrees 09 minutes 22 seconds West 1841.69 feet along the West line of the East 1/8 of the Southeast 1/4 of said section; thence North 88 degrees 46 minutes 29 seconds West 761.80 feet along the North line of Lincoln Street, being parallel with and 50.00 feet (perpendicular measure) North of the South line of the Southeast 1/4 of said section; thence North 00 degrees 12 minutes 49 seconds East 279.99 feet along the East line of the West 415 feet of the Southeast 1/4 of said section; thence North 88 degrees 46 minutes 29 seconds West 105.00 feet along the North line of the South 330 feet of the Southeast 1/4 of said section; thence South 00 degrees 12 minutes 49 seconds West 279.99 feet along the West line of the East 105 feet of the West 415 feet of the Southeast 1/4 of said section; thence North 88 degrees 46 minutes 29 seconds West 310.00 feet along the North line of Lincoln Street, being parallel with and 50.00 feet (perpendicular measure) North of the South line of said section to the point of beginning. Subject to easements, restrictions and rights-of-way of record.



**GENERAL NOTES: NOT TO SCALE**

1. THE DEVELOPMENT WILL BE SERVED BY A PUBLIC SEWER COLLECTION SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH THE GRAND HAVEN TOWNSHIP STANDARDS, O.C.R.C. STANDARD REQUIREMENTS AND MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS.
2. THIS DEVELOPMENT WILL BE SERVED BY A PUBLIC WATER DISTRIBUTION SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH THE GRAND HAVEN TOWNSHIP STANDARDS AND O.C.R.C. STANDARD REQUIREMENTS.
3. THE OTTAWA COUNTY WATER RESOURCES COMMISSION SHALL REVIEW AND APPROVE THE FINAL STORM WATER MANAGEMENT DESIGN.
4. ALL ROADS WILL BE PUBLIC AND WILL BE DESIGNED IN ACCORDANCE WITH THE OTTAWA COUNTY ROAD COMMISSION STANDARDS.
5. INSTALLATION OF SANITARY SEWER AND WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH M.D.E.Q. APPROVAL AND RESTORED MEETING M.D.E.Q. REQUIREMENTS.
6. SITE LIGHTING TO BE PROVIDED BY CONSUMERS ENERGY AND PUBLICLY OPERATED.

**CURRENT PUD AMENDED ZONING**  
(WITH UNDERLYING SINGLE FAMILY RESIDENTIAL DISTRICT)

TOTAL PARCEL AREA 58.61 ACRES  
MIN LOT AREA 13,000 SF  
MIN LOT WIDTH 80'  
FRONT SETBACK 35'  
SIDE SETBACK 35'  
REAR SETBACK 35'  
CORNER LOT SETBACK 25'

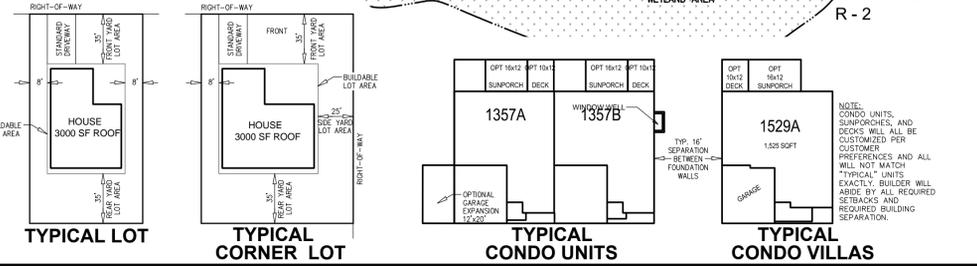
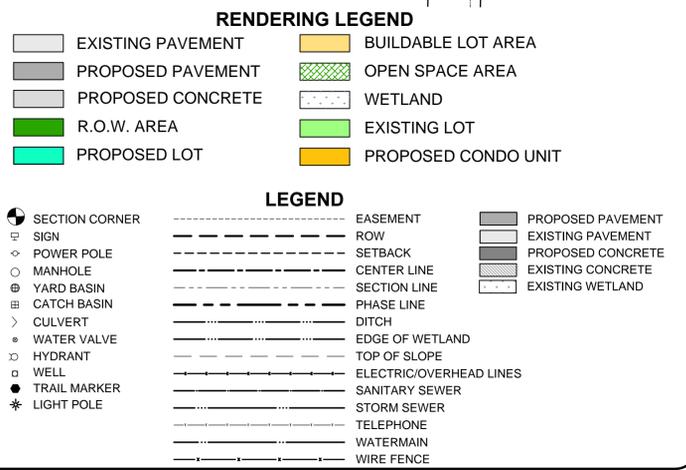
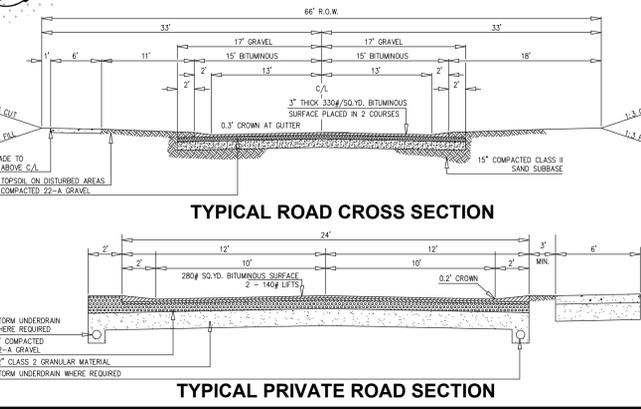
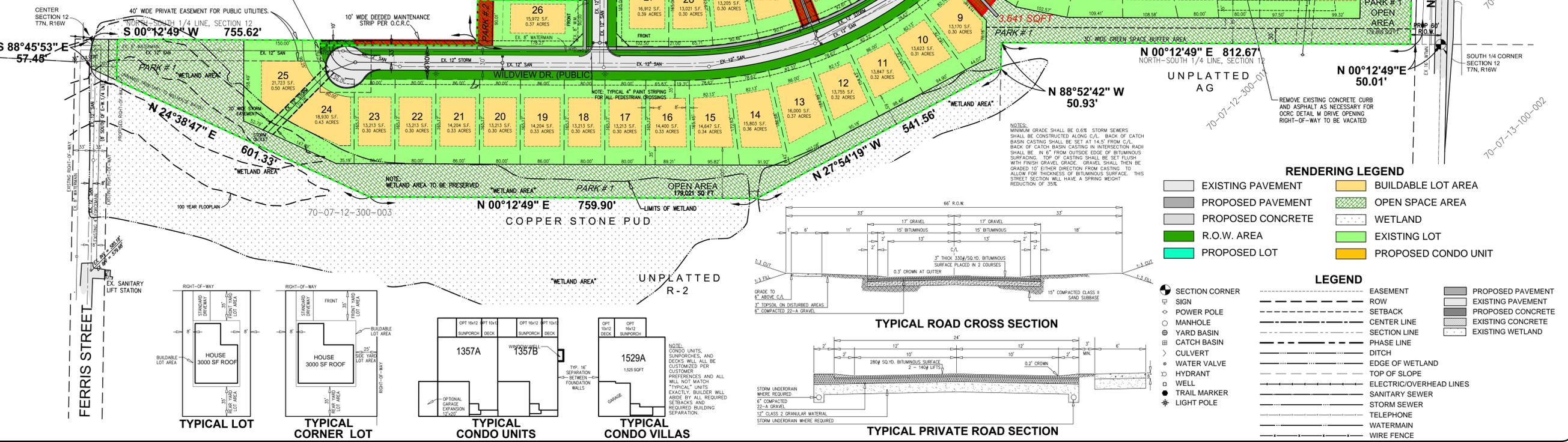
PROP PLAN DENSITY 99 LOTS  
OPEN SPACE 16.85 ACRES (28.7%)  
PROP PLAN LOTS PER ACRE 1,689 LOTS PER ACRE

**REQUESTING PUD AMENDMENT ZONING**  
(WITH UNDERLYING SINGLE FAMILY RESIDENTIAL DISTRICT)

TOTAL PARCEL AREA 79.86 ACRES  
MIN LOT AREA 13,000 SF  
MIN LOT WIDTH 80'  
FRONT SETBACK 35'  
SIDE SETBACK 35'  
REAR SETBACK 35'  
COND. REAR SETBACK FOR MAIN BLDG 20' MIN  
COND. REAR SETBACK FOR DECK & SUN PORCH 16' MIN  
COND. FRONT SETBACK FROM ROAD/WALK 30' MIN  
COND. BUILDING SEPARATION 16' MIN  
COND. BUILDING SEPARATION (EXCLUDES WINDOW WELLS) 114 LOTS  
PROP PLAN DENSITY 48 CONDO UNITS  
AMENDED OPEN SPACE 16.53 ACRES (20.7%)  
PARALLEL PLAN DENSITY 173 LOTS  
PARALLEL PLAN LOTS PER ACRE 2,142 LOTS PER ACRE

**UNPLATTED AG**

TEMPORARY CUL-DE-SAC TO MEET O.C.R.C. PERMANENT CUL-DE-SAC REQUIREMENTS WITH TYPICAL REVERSIONARY CUL-DE-SAC EASEMENT



**HOLLAND ENGINEERING**  
ENGINEERING | SURVEYING | PIPELINE SERVICES  
220 Hoover Boulevard, Suite 2  
Holland, Michigan 49423-2766  
www.hollandengineering.com  
T 616-392-9535 F 616-392-2116

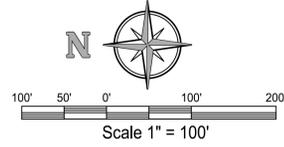
The Surveyor's fee for this plat is based on the number of lots and is not limited to three. The Surveyor's fee for this plat is based on the number of lots and is not limited to three. The Surveyor's fee for this plat is based on the number of lots and is not limited to three.

**EASTBROOK HOMES**  
Attn: Mr. Michael McGraw  
1188 East Paris Ave., S.E.  
Grand Rapids Charter Twp., MI., 49546

**LINCOLN PINES SUBDIVISION PHASE 2**  
Part of the SE 1/4, Section 12, T7N, R16W  
Grand Haven Township, Ottawa County, MI

Issued for Review	
Date	Description
10/20/2018	FOR PRELIMINARY REVIEW

Project Manager	L. BERKENPAS, P.E.
Vertical Datum	LOCAL
Horizontal Datum	LOCAL
Drawn by	STEVE A. MORRIS
Checked by	
HEI Project Number	17-09-024
Sheet Title	CONCEPT PLAN
Sheet No.	C-101



**LEGAL DESCRIPTION**

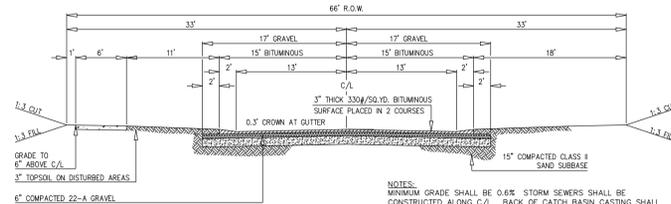
THE NORTH 580 FEET OF THE SOUTH 910 FEET OF THE EAST 90 ACRES OF THE SOUTHEAST 1/4 OF SECTION 12, TOWN 7 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES 04 MINUTES 56 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 330.00 FEET TO THE SOUTH LINE OF THE NORTH 580 FEET OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12 AND THE POINT OF BEGINNING OF THE HEREBY DESCRIBED PARCEL OF LAND; THENCE NORTH 88 DEGREES 46 MINUTES 29 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 580 FEET OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 1512.67 FEET TO THE WEST LINE OF THE EAST 1/8 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE NORTH 00 DEGREES 09 MINUTES 22 SECONDS EAST, ALONG THE WEST LINE OF THE EAST 1/8 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 579.99 FEET TO THE NORTH LINE OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE SOUTH 88 DEGREES 46 MINUTES 29 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 910 FEET OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 1511.92 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12; THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 12, A DISTANCE OF 580.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.13 ACRES OF LAND, MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART OF THE LAND TAKEN, USED OR DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSES AND SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RESERVATIONS OF RECORD.

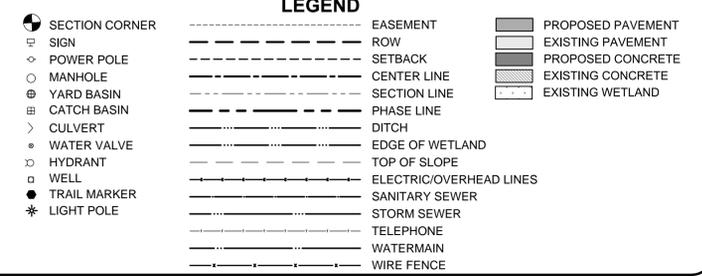
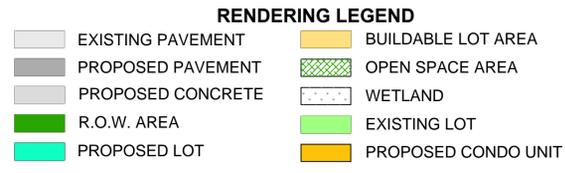
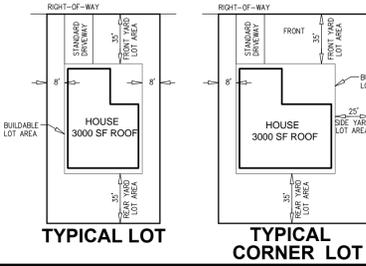
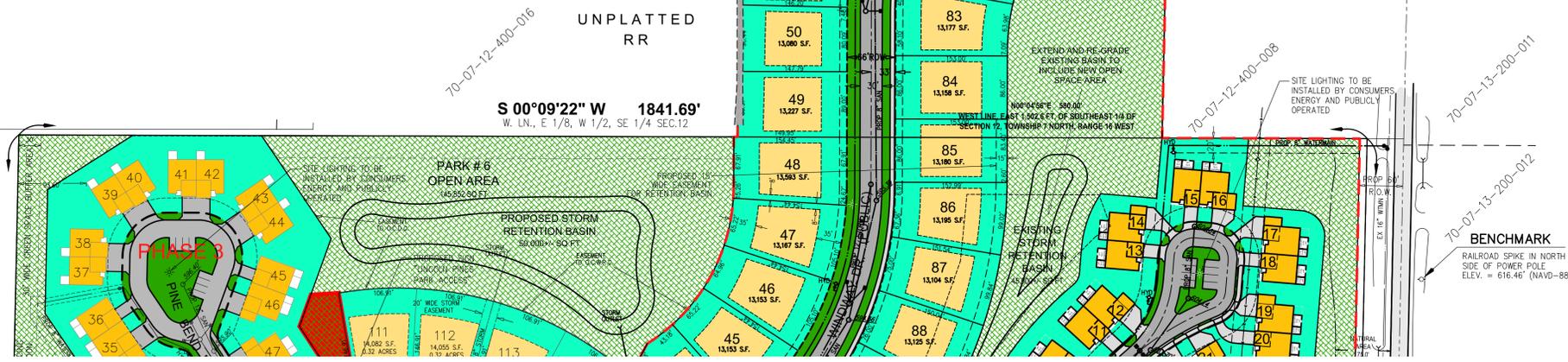
PID: 70-07-12-400-007

	TOTAL AREAS	SQUARE FEET	SQUARE FEET	ACRES
OVERALL PUD PROJECT AREA		3,478,737		79.86
ROW AREAS- LINCOLN, FERRIS & 144TH		-91,742		
NET PUD PROJECT AREA		3,386,995		77.75
REQUIRED 20% OPEN SPACE		677,399		15.55
PARK #1				
OVERALL AREA		176,869		
NARROW AREAS	1	-3,641		
QUALIFIED OPEN SPACE		173,228		3.98
PARK #2				
OVERALL AREA		81,423		
NARROW AREAS	2	-20,461		
QUALIFIED OPEN SPACE		60,962		1.40
PARK #3				
OVERALL AREA		106,237		
NARROW AREAS	1	-4,699		
STORM BASIN		-60,000		
QUALIFIED OPEN SPACE		41,538		0.95
PARK #4				
OVERALL AREA		220,845		
NARROW AREAS	2	-17,599		
STORM BASIN		-45,000		
QUALIFIED OPEN SPACE		158,246		3.63
PARK #5				
OVERALL AREA		168,176		
NARROW AREAS	1	-8,100		
STORM BASIN		0		
QUALIFIED OPEN SPACE		160,076		3.67
PARK #6				
OVERALL AREA		145,852		
NARROW AREAS	1	-8,877		
STORM BASIN		-50,000		
QUALIFIED OPEN SPACE		86,975		2.00
PARK #7				
OVERALL AREA		98,090		
NARROW AREAS	3	-9,182		
STORM BASIN		-50,000		
QUALIFIED OPEN SPACE		38,908		0.89
TOTAL QUALIFIED OPEN SPACE		719,933		16.53



**TYPICAL ROAD CROSS SECTION**

NOTES: MINIMUM GRADE SHALL BE 0.6% STORM SEWERS SHALL BE CONSTRUCTED ALONG C/L. BACK OF CATCH BASIN CASTING SHALL BE SET AT 14.5' FROM C/L. BACK OF CATCH BASIN CASTING IN INTERSECTION RADI SHALL BE 18' FROM OUTSIDE EDGE OF BITUMINOUS SURFACING. TOP OF CASTING SHALL BE SET FLUSH WITH FINISH GRAVEL GRADE. GRAVEL SHALL THEN BE GRADED 10' EITHER DIRECTION FROM CASTING TO ALLOW FOR THICKNESS OF BITUMINOUS SURFACE. THIS STREET SECTION WILL HAVE A SPRING WEIGHT REDUCTION OF 30%.



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**EASTBROOK HOMES**  
 Attn: Mr. Michael McGraw  
 1188 East Paris Ave., S.E.  
 Grand Rapids Charter Twp., Mi., 49546

**LINCOLN PINES SUBDIVISION PHASE 2**  
 Part of the SE 1/4, Section 12, T7N, R16W  
 Grand Haven Township, Ottawa County, MI

Issued for Review	
Date	Description
10/20/2018	FOR PRELIMINARY REVIEW

Project Manager  
**L. BERKENPAS, P.E.**  
 Vertical Datum LOCAL  
 Horizontal Datum LOCAL  
 Drawn by  
**STEVE A. MORRIS**  
 Checked by  
 Date

HEI Project Number  
**17-09-024**  
 Sheet Title  
**CONCEPT PLAN**  
 Sheet No.  
**C-102**



GRAND HAVEN CHARTER TOWNSHIP

## Community Development Memo

DATE: September 27, 2018  
TO: Planning Commission  
FROM: Stacey Fedewa, AICP – Community Development Director  
RE: Training – Resilient Michigan Video Series

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### BACKGROUND

For two years, the Township Planning Commission partnered with the City of Grand Haven Planning Commission to draft our individual, yet similar, Resilient Michigan master plans.

Many of the current members on the Planning Commission were not present for this master planning process, and this video series does a good job of (1) summarizing the intent and spirit of a resiliency-based master plan, and (2) providing a refresher for the members who did participate.

This will count as a training credit for each member of the Planning Commission that is present for the meeting.

### VIDEO LINK

Below is the link that will be utilized to watch 8 short videos on a variety of topics that were incorporated into the master plan.

<http://www.resilientmichigan.org/video.asp>