



## NOTICE OF PUBLIC MEETING

A meeting of the Land Use and Zoning (LUZ) Committee and regular meeting of the City of Kentwood Planning Commission will take place as follows:

Date: Tuesday, June 8, 2021

Time: LUZ Committee: 6:00 p.m.

Planning Commission: 7:00 p.m.

Location: Due to health and safety concerns related to COVID-19, the Land Use and Zoning (LUZ) Committee and Kentwood Planning Commission meetings will be held electronically as permitted by Section 3a(1)(a) of the Open Meetings Act, PA 267 of 1976. Members of the public and others wishing to attend or participate may do so electronically by joining the zoom meeting online or by phone.

The public may participate via Zoom or Telephone:

### Join Zoom Meeting

<https://us02web.zoom.us/j/82867494147?pwd=RzRSMXpEV3hOOVFMcnVvK1FkMC9pdz09>

Meeting ID: 828 6749 4147

Passcode: 768924

One tap mobile

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Written comments or questions may be submitted in lieu of or in addition to virtual attendance. Written comments or questions must be submitted to Kentwood Planning Department at 4900 Breton Avenue no later than 6:00pm on May 25, 2021.

A copy of the full agenda for this meeting is available [HERE](#).<sup>1</sup>

A copy of this notice may be obtained by emailing [ePlanning@kentwood.us](mailto:ePlanning@kentwood.us)

The City of Kentwood does not discriminate on the basis of disability or any other protected class under federal, state, or local laws in its access to services, programs, or employment. The Human Resources Director has been designated as the City's Non-Discrimination Compliance Officer. For more information concerning non-discrimination policies and procedures, including your rights under Title VI, or to request accommodations or file a complaint, please visit our website at [www.kentwood.us](http://www.kentwood.us) or contact the Human Resources Director at 616-554-0732 or [HR@kentwood.us](mailto:HR@kentwood.us).

CITY OF KENTWOOD  
PLANNING COMMISSION

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<sup>1</sup> [https://www.kentwood.us/city\\_services/committees\\_and\\_boards/agendas\\_and\\_minutes/index.php](https://www.kentwood.us/city_services/committees_and_boards/agendas_and_minutes/index.php)

**AGENDA  
CITY OF KENTWOOD PLANNING COMMISSION  
TUESDAY, JUNE 8, 2021  
ZOOM MEETING  
7:00 P.M.**

**6:00pm LUZ Committee Meeting: Kape, Jones, Holtrop, Pemberton**

- A. Call to Order
- B. Pledge of Allegiance (Darius Quinn)
- C. Roll Call
- D. Approval of the Minutes of May 25, 2021
- E. Approval of the Agenda for June 8, 2021
- F. Acknowledge visitors and those wishing to speak to non- agenda items.
- G. Old Business

**Case#11-21** Aspen Pointe – Major Change to a Preliminary PUD located at 3345 52<sup>nd</sup> Street; (**applicant has requested tabling to July 27, 2021**)

**Case#12-21** Aspen Pointe – Site Condominiums and Final Site Plan Review Located at 3345 52<sup>nd</sup> Street; (**applicant has requested tabling to July 27, 2021**)

- H. Public Hearing

**Case#14-21** – My New House - Rezone .75 acres of land from C-2 Commercial to R1-C Single Family Residential Located at 1569 52<sup>nd</sup> Street SE

**Case#15-21** Woodsprings Suites – Request of Concord Hospitality– Final Site Plan Review of a Special Land Use Hotel– Located at 3781 – 32<sup>nd</sup> Street

- I. Work Session

**Case#16-21**- Windy West Plat – Request of Bosco Development LLC for Preliminary Plat Review of Windy West Plat Located at 3491 52<sup>nd</sup> Street SE Conditionally zoned R1-D Single Family Residential

**Case #17-21**- Lakewood PUD-Request of Lakewood Homes for a Rezoning from R1-B Single Family Residential to RPUD-2 Low Density Residential Planned Unit Development and Preliminary PUD Site Plan Review for properties addressed: 2920 & 2854 52<sup>nd</sup> Street, SE and 5253 & 5491 Wing Avenue, SE

J. New Business

Set public hearing date of July 13, 2021, for: **Case#18-21** Cobblestone at the Ravines Phase 3 – Request of Redstone Land Development LLC for a Major Change to a PUD Phase and Preliminary Site Plan Review Located at 4333 Shaffer Avenue SE

K. Other Business

1. Commissioners' Comments
2. Staff's Comments

L. Adjournment

\*Public Hearing Format:

1. Staff Presentation – Introduction of project, Staff Report and Recommendation  
Introduction of project representative
2. Project Presentation – By project representative
3. Open Public Hearing (Members of the public wishing to speak or otherwise communicate with the Commission will be required to act in an appropriate manner given the public setting of the Meetings and offensive, intolerant or otherwise inappropriate comments or actions will not be permitted. Comments of members of the public and other participants (other than Commissioners) may be limited in duration to three (3) minutes. No person shall address the Commission until recognized and called upon by the Chair.)
4. Close Public Hearing
5. Commission Discussion – Requests for clarification to project representative, public or staff
6. Commission decision – Options
  - a. postpone decision – table to date certain
  - b. reject proposal
  - c. accept proposal
  - d. accept proposal with conditions.
7. All votes by roll call



PROPOSED MINUTES OF THE REGULAR MEETING  
OF THE KENTWOOD PLANNING COMMISSION  
MAY 25, 2021, 7:30 P.M.  
ZOOM MEETING

- A. Chair Jones called the meeting to order at 7:30 p.m.
- B. The Pledge of Allegiance was led by Commissioner Pemberton.
- C. Roll Call:  
Members Present: Bill Benoit, Catherine Brainerd, Dan Holtrop, Sandra Jones, Ed Kape, Ray Poyner, Mike Pemberton, Darius Quinn  
Members Absent: Clarkston Morgan (with notification)  
Others Present: Community Development Director Terry Schweitzer, Economic Development Planner Lisa Golder, Senior Planner Joe Pung, Planning Assistant Monique Collier

**Motion by Kape, supported by Poyner, to excuse Morgan from the meeting.**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

- D. Approval of the Minutes and Findings of Fact

**Motion by Commissioner Benoit, supported by Commissioner Brainerd, to approve the Minutes of May 11, 2021 and the Findings of Fact for: Case#6-21 - Tropical Smoothie Café - Special Land Use and Final Site Plan Review of a Drive-Through Restaurant Located at 3110 – 28<sup>th</sup> Street (Re-Noticed Meeting); Case#13-21 Zoning Ordinance Amendments – Relating to Menu Boards**

- Motion Carried (8-0) –
- Yays: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

- E. Approval of the Agenda

**Motion by Commissioner Pemberton, supported by Commissioner Benoit, to approve the agenda for the May 25, 2021 meeting.**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn

- Nays: None
- Morgan absent

F. Acknowledge visitors wishing to speak to non-agenda items.

There was no public comment.

G. Old Business

There was no Old Business

H. Public Hearing

**Case#11-21** Aspen Pointe – Major Change to a Preliminary PUD located at 3345 52<sup>nd</sup> Street; (**applicant has requested tabling to July 27, 2021**)

**Case#12-21** Aspen Pointe – Site Condominiums and Final Site Plan Review Located at 3345 52<sup>nd</sup> Street; (**applicant has requested tabling to July 27, 2021**)

Jones public the public hearing.

There was no public comment

**Motion by Kape, supported by Pemberton, to table Case#11-21 and Case# 12-21 Aspen Pointe to July 27, 2021.**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

Schweitzer explained that staff failed to get the required public notice out in advance of this meeting for Cases #14-21 and #15-21.

**Case#14-21** – My New House - Rezone .75 acres of land from C-2 Commercial to R1-C Single Family Residential Located at 1569 52<sup>nd</sup> Street SE (**re-noticed for June 8, 2021 public hearing**)

Jones opened the public hearing.

There was no public comment.

**Motion by Poyner, supported by Brainerd, to table Case#14-21 My New House to July 27, 2021.**

- Motion Carried (8-0) –

- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

**Case#15-21 Woodsprings Suites – Request of Concord Hospitality– Final Site Plan Review of a Special Land Use Hotel– Located at 3781 – 32<sup>nd</sup> Street (**re-noticed for June 8, 2021 public hearing**)**

Jones opened the public hearing.

There was no public comment.

**Motion by Benoit, supported by Quinn, to table Case#15-21 Woodsprings Suites to July 27, 2021.**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

I. Work Session

There were no Work Sessions

J. New Business

**Motion by Poyner, supported by Pemberton, to Set a public hearing date of June 22, 2021, for: Case#16-21- Windy West Plat – Request of Bosco Development LLC for Preliminary Plat Review of Windy West Plat Located at 3491 52<sup>nd</sup> Street SE Conditionally zoned R1-D Single Family Residential; and Case #17-21- Lakewood PUD-Request of Lakewood Homes for a Rezoning from R1-B Single Family Residential to RPUD-2 Low Density Residential Planned Unit Development and Preliminary PUD Site Plan Review for properties addressed: 2920 & 2854 52<sup>nd</sup> Street, SE and 5253 & 5491 Wing Avenue, SE**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

K. Other Business

1. City Line Flyer

Golder stated that the flyer that was in the Commissioners packet is Herman and Kittle project information regarding just in case they are asked a question as to how they can contact the property ownership located at 5090 Division and be notified when they are accepting application.

2. Proposed Amendment to the Non-Motorized Facilities Plan

Schweitzer noted the subsequent to the recent adoption of Capital Improvements Plan to secure some Covid related federal monies for road improvements. He stated we have had for 2023 - 2024 to upgrade Burton Street between Forest Hill and Patterson Avenue. He stated we were able to secure additional monies to undergo the mill and fill and narrowing down that roadway. He stated now we have the opportunity to connect the Forest Hill facility non-motorized trail with the soon to be completed connection with the Cascade Non-motorized trail system. Cascade is working with the Kent County Road Commission to build a non-motorized bridge over that I-96 south of Burton. He stated we want to connect it with our system by putting a side path along either the north or south side of the street.

Schweitzer stated we are asking the Planning Commission to consider an amendment to the non-motorized plan to add the 10 foot wide non-motorized pathway along the stretch of Burton Street from Forest Hill to East Paris to create greater connectivity in that part of the community.

Schweitzer stated part of the reason to extend the facility north along East Paris was to interconnect with the non-motorized trails on the Calvin University Campus. He stated we haven't had direct contact with them yet, but we are working in that direction. He stated if the commissioners are inclined to consider this amendment then we will seek to see if we can formally or informally interconnect with Calvin. He stated this would not only benefit Kentwood citizens, but also Cascade Township and Calvin students.

**Motion by Benoit, supported by Holtrop, to amend the non-motorized facilities plan to add 10 foot wide non-motorized pathway along the stretch of Burton Street from Forest Hill to East Paris as described in Schweitzer's memo dated May 19, 2021**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

3. Amend Planning Commission Bylaws

Pung stated the Planning Commission expressed the desire to move the meeting start time from 7:30pm to 7:00pm. He stated in order to do that we need to amend the Bylaws.

**Motion by Benoit, supported by Kape, to amend the Bylaws to establish a Planning Commission regular meeting start time of 7:00p.m.**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn

- Nays: None
- Morgan absent

4. Master Plan Implementation Update

Golder stated there were a few things updated for May. She stated we have an upcoming joint City/Planning Commission meeting. She stated this focus on a discussion of the 70/30 policy. She Kentwood received Tree City USA status. She stated the EDC has updated their strategic plan.

Schweitzer stated under the partnership section of the Master Plan Implementation Schedule, GVMC's unified work program (UWP) will include re-establishing the East Beltline Advisory Board. It is an opportunity for us to meet with the surrounding communities and Kent County Road Commission and MDOT when we have development projects along the Broadmoor corridor. He stated the direction we are going this time, we are going to keep on the south end then there will be a separate one for the north end of the corridor. The new UWP starts in October.

5. Commissioners' Comments

Brainerd stated she got her results back from her sons 15 month scans and he is still in remission.

Benoit stated he and his wife will be grandparents for the first time.

6. Staff's Comments

Staff offered no additional comments.

L. Adjournment

**Motion by Commissioner Benoit, supported by Commissioner Kape, to adjourn the meeting.**

- Motion Carried (8-0) –
- Yeas: Benoit, Brainerd, Holtrop, Jones, Kape, Poyner, Pemberton, Quinn
- Nays: None
- Morgan absent

Meeting adjourned at 8:02pm

Respectfully submitted,

Ed Kape, Secretary



# Memorandum

**To:** LUZ Committee

**CC:**

**From:** Joe Pung  
pungj@kentwood.us

**Date:** June 2, 2021

**Re:** Midwest United Indoor Facility

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## Overview:

The applicant is looking to utilize a 24,183 square foot tenant space at 3851 Model Court (floor area for the entire building is 49,574 square feet). Based on the written description, it appears the intent would be to use the facility for training and competitive events for soccer and other sports.

The property is zoned I1 Light Industrial and does make allowance for small group fitness and rehabilitation training facilities as a special land use. The requirements/restrictions for such facilities are as follows:

- Cannot exceed twenty-five (25) percent of a building or 10,000 square feet (whichever is smaller) in area.

*Based on a building area of 49,574 square feet, the facilities cannot exceed 10,000 square feet in area. A variance would have to be granted by the Zoning Board of Appeals to exceed the maximum allowable area.*

- The instructor to trainee ratio shall be no more than 1:4.

*The description provided by the applicant does not provide detail on the expected instructor to trainee ratio. If the instructor to trainee ratio exceeds 1:4 then a variance would have to be granted by the Zoning Board of Appeals.*

Competitive events are not permitted under the small group and rehabilitation training facility use classification. Competitive events, group training, and team practices, etc. would be permitted under an indoor recreation facility use classification. Indoor recreation facilities are not permitted in the I1 Light Industrial district..

Before exploring this location any further, the applicant is looking for feedback from the LUZ Committee on their proposed use.

## Exhibit 1: Site Location





## Midwest United FC

### "Tradition of Excellence"

May 27, 2021

Dear Kentwood Land Use and Zoning Committee,

This letter is in regard to the property on 3851 Model Court, S.E., Suite 400). Midwest United FC is a youth soccer club and we have been looking for indoor space to utilize during the winter months. We have approximately 1,200 players in our club and we need a home for them during the winter, when our outdoor space is inaccessible. During the fall and the spring, we use the complex we have developed at 3450 36th Street SE. We have an arrangement with the City of Kentwood and utilize the 12 or so acres just north of Covenant Park. We have two turf fields and are in the process of installing a grass field as well.

As a club, we offer year-round training to our players and that leaves us looking for space in December, January, February and March. We feel this location on Model Court would be perfect for our club. We have price quotes for turf, sport court and nets, and we are comfortable with our ability to fully cover the costs of the project.

The space we would be renting would be approximately 24,183 square feet. Our plan would be to turf about 12,500 square feet, put sport court on about 6,600 square feet, add roughly 94,000 square feet of netting (walls and ceiling) and use the remaining 5,000 or so square feet for our offices, retail space, workout area and storage. We are currently in an office that is 5,000 square feet and it works perfectly for the needs of our staff and customers. The current heights of the ceiling and free span dimensions are perfect for what we intend to use the space for.

The space is currently occupied by Augusta Towers, and the property owners have told us they have not had any other companies inquire about the space. Augusta Towers let them know months ago that they will be leaving to occupy their own space, and there has been no interest in the space other than Midwest United FC.

The arrangement we have with the City of Kentwood on the property connected to Covenant Park is one we are excited about and meets our needs for the majority of our season, but the reality is it precludes us from developing any indoor space on site. The City is working on plans for Covenant Park. I sit on their committee and I am excited to be a part of the development process. That being said, there are no plans for indoor space at this time. The location on Model Court allows us the space we need for our club and a proximity to our fields that works well for everyone.

As a club, we have been proud of the economic impact we have had for the City of Kentwood. We continue to grow as a club and, in doing so, have been able to bring many events to the city. We host two large



tournaments each year - with 300+ teams in the fall and 150+ teams in the spring - that put heads in beds as well as help local companies like restaurants, shopping centers, gas stations and more. In addition to those events, we host 50 plus games each weekend in the fall and spring, many of the teams coming from out of state and out of our region.

In addition to our own Midwest United FC families, the Midwest United FC Complex is host to the Grand Rapids FC, BIH, West Michigan Bearings and Midwest United FC Women pro-am soccer teams, as well as host to True lacrosse, Omnia Lacrosse, Grand Rapids Christian HS sports, La Raza League, and more for team training and games. An indoor facility with sport court would allow use by local adult and youth futsal teams and leagues.

Our expectations are to have hundreds of people visit both the outdoor and indoor spaces on a weekly basis, again having an economic impact for the city's restaurants, hotels and other retail businesses. We feel this is a winning situation for us all.

We appreciate your consideration in allowing a variance for this space. This will be a huge benefit to our club, to our community and to our over 50 employees.

Thank you for your consideration,

Josh Sheldon  
Executive Director  
Midwest United FC



# Memorandum

**To:** LUZ Committee

**CC:**

**From:** Joe Pung  
pungj@kentwood.us

**Date:** June 2, 2021

**Re:** Adult Foster Care Facility Proposal

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## Overview:

The applicant is wishing to construct four (4) 5,000 square foot adult foster care facilities at 2802 – 44<sup>th</sup> Street (SE corner of Walma Avenue and 44<sup>th</sup> Street) on the portion of the property currently zoned C4 Office (see Exhibit 2). Each of the four (4) facilities would contain ten (10) 2-bed suites with a half-bath.

The property is currently zoned C4 Office (see Exhibit 2) and such facilities are not permitted in the C4 Office district; adult foster care facilities are only permitted in residential districts in Kentwood. The applicant would rezone the property to a planned unit development designation.

The future land use designation of property in the Master Plan is for office use (see Exhibit 3). An amendment to the Master Plan to reflect a change from office development to residential development would need to be approved by the City for the proposed development.

The applicant has provided conceptual elevations for the proposed buildings.

In Michigan, Adult Foster Care (AFC) homes are licensed residential settings that provide 24-hour personal care, protection, and supervision for individuals who are developmentally disabled, mentally ill, physically handicapped or aged who cannot live alone but who do not need continuous nursing care. AFC Homes are restricted to providing care to no more than 20 adults.

The State of Michigan currently defines five (5) types of adult foster care homes:

- Adult Family Homes (Capacity of 1-6)
- Adult Small Group Home (Capacity of 1-6)
- Adult Medium Group Home (Capacity of 7-12)
- Adult Large Group Home (Capacity of 13-20)
- Adult Congregate Facility (Capacity >20/per Public Act 218 the licensure of new AFC's for more than 20 persons is prohibited)

The Kentwood Zoning Ordinance makes allowance for adult foster care family homes (capacity of 1-6) and adult foster care small group homes (capacity of 1-12), the ordinance does not allow for adult foster care large group homes. Based on information on the Michigan Department of Licensing and Regulatory Affairs website, there are eleven (11) licensed adult large group homes in Kentwood and with four (4) buildings having more than one large group home located within it. The facilities in Kentwood were originally approved by the City as something other than adult foster care large group homes but due to either licensing and classification changes at the state level or by the wish of the owner, the facilities are now licensed as adult foster care large group homes.

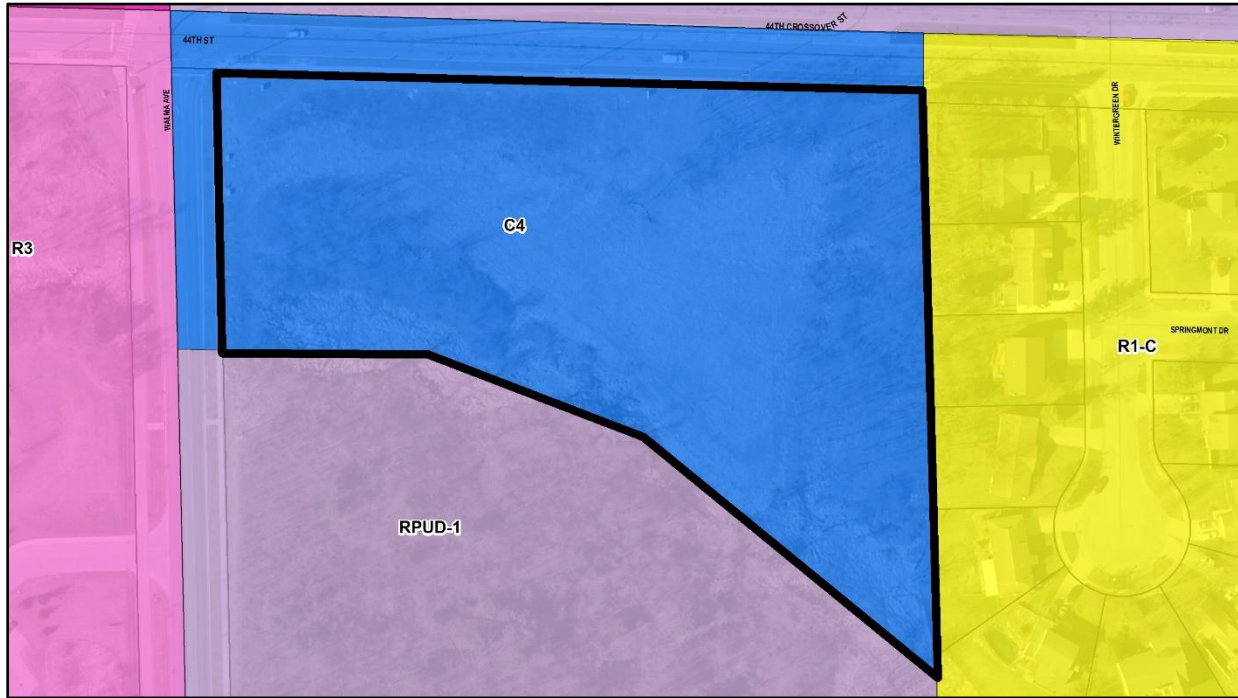
If this project were to go forward following issues would need to be addressed:

- The property is not properly zoned for the proposed use.
- The Zoning Ordinance currently does not permit Adult Foster Care Large Group Homes in any zoning district.
- The Master Plan future land use designation is for office development, not residential development.

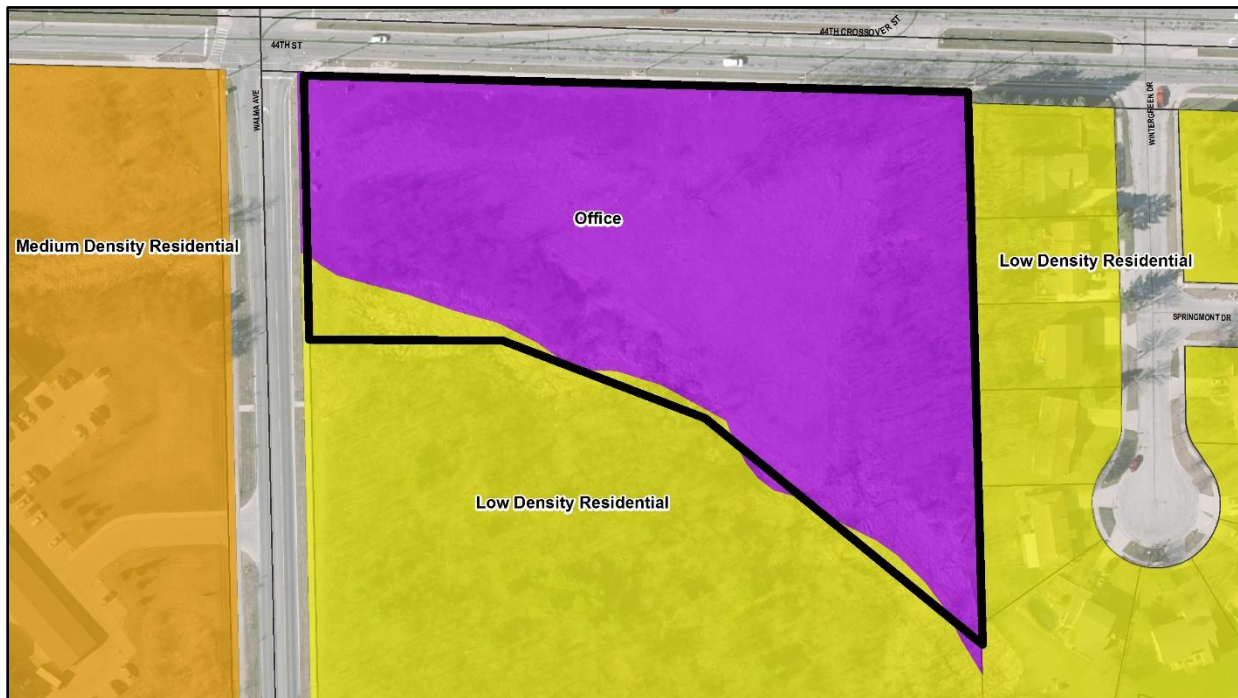
### Exhibit 1: Project Location



**Exhibit 2: Current Zoning**



**Exhibit 3: Future Land Use**



## 2802 44<sup>TH</sup> STREET

(SEC 44<sup>th</sup> & WALMA)

Wheeler Development Group requests to create a PUD zoning to construct (4) 5,000 SF Adult Foster Care facilities for Live Cardinal. The development will be built in two phases containing (2) building per phase. Each building will be single story, slab-on-grade construction with sloped shingled roof. The designated use will be adult foster care.

Exterior materials will consist of residential style windows, siding and masonry. The intent of the material selections and building design are to emphasize a "residential" feel. In each phase the facilities will mirror each other with a fenced in courtyard between them. Each facility will contain (10) 2-bed suites, each suite containing a half bath. Additional rooms include central dining/activity room with adjacent half bath, central kitchen, sunroom, (2) shower rooms, central office/med cart storage with half bath, laundry, (1) shared salon, and (1) shared private meeting room. Each phase will contain (1) shared parking lot area which will be minimal as residents do not drive, a shared fenced-in courtyard, landscaping, and a remote dumpster enclosure.















## PLANNING STAFF RECOMMENDATION

Schweitzer 06/01/21

PROJECT: My New House

APPLICATION: 14-21

LOCATION: 1569-52<sup>nd</sup> Street, SE

HEARING DATE: June 8, 2021

REVIEW TYPE: Rezoning

RECOMMENDATION: Recommend to the City Commission approval of the request of Dzung Tran to rezone property at 1569-52<sup>nd</sup> Street, SE from C-2 Community Commercial to R1-C Single Family Residential as described in Case #14-21.

BASIS:

1. The property has been zoned for commercial use for the past 50 years. According to city records, the only building to occupy property was originally built as a chicken coop and subsequently converted into a house. This building was demolished in 1999. There have been many inquiries about placing a retail or office building on the property, but it has remained vacant likely due to the relatively narrow lot width in combination with commercial parking setback requirements adjacent to residential uses and the downslope of the property.
2. The allowable uses under the proposed R1-C zoning should be compatible in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values with the residential use and zoning of the properties to the north and west. The existing commercial uses to the east have had the opportunity to purchase the subject site over the years and have obviously passed. The planned commercial use of the property on the south side of 52<sup>nd</sup> Street is not anticipated to be impacted by the proposed rezoning.
3. The city's infrastructure is sufficient to serve this site.
4. Given the dimension, slope and natural features of the site are comparable to the developed residential properties to the west as well as to the north across the Lyle branch of the Heyboer Drain, the requested zone district is more appropriate than any other zone district and it would not be desirable to amend the C-2 zoning to allow for single family detached homes.

STAFF REPORT: May 5, 2021  
PREPARED FOR: Kentwood Planning Commission  
PREPARED BY: Terry Schweitzer  
CASE NO.: 14-21 My New House Rezoning

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#### GENERAL INFORMATION

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APPLICANT: Dzung Tran  
104 Colrain Street, SW  
Wyoming, MI 49548

STATUS OF APPLICANT: Property Owner

REQUESTED ACTION: Rezoning From C-2 Community Commercial to R1-C Single Family Residential

EXISTING ZONING OF SUBJECT PARCEL: C-2 Community Commercial

GENERAL LOCATION: 1569-52<sup>nd</sup> Street, SE, North side of 52<sup>nd</sup> Street, just West of Kalamazoo Avenue

PARCEL SIZES: .75 acre

EXISTING LAND USE ON THE PARCEL: Vacant

ADJACENT AREA LAND USES: N- Bank, Vacant Land and Wetlands  
S- Single Family Residential and Vehicle Repair Facility  
E- Convenience Store/Gas Station, Office and Dry Cleaner  
W- Single Family Residential and Vacant Land and Wetlands

ZONING ON ADJOINING PARCELS: N- C-4 Office  
S- Commercial Planned Unit Development  
E – C-2 Community Commercial  
W- R1-C Single Family Residential

#### Compatibility with Master Plan:

The proposed rezoning site carries a Master Planned commercial land use designation consistent with the existing commercial zoning and use immediately to the east. However, the land immediately to the west carries a low-density residential land use designation consistent with its existing zoning and use.

#### Zoning History:

The site has been zoned for commercial use since at least 1970.

#### Relevant Zoning Ordinance Sections:

Section 13.03 of the Zoning Ordinance details the zoning amendment process and guidelines for evaluation. The Planning Commission conducts a public hearing review and forwards a recommendation to the City Commission where, after a second public hearing review, action is taken on the request. Chapter 5 contains the overall residential use and development regulations.

#### Site Characteristics:

The property is approximately 100 feet wide and 300 feet deep with a grade differential front to back of as much as 20 feet. The front third of the property should accommodate the siting of a new house.

#### Project Overview:

The property owners wish to build their home on the property. The property has been vacant since the 1999 demolition of the previous residential structure.

#### Staff Analysis

1. There have been many inquiries about placing a retail or office building on the property over the years but it has remained vacant likely due to the relatively narrow lot width in combination with the commercial parking setback requirements adjacent to residential uses and the downslope noted above.
2. There have also been inquiries about the prospect of rezoning the site to place a 2-4 unit building on the site. However, the future land use designation, the 70/30 Housing Policy, the relatively narrow lot width and downslope have discouraged any efforts to seek a zoning change.
3. The commercial properties to the east were previously remediated due to groundwater contamination from a former gasoline sales and vehicle service station on the southwest corner of 52<sup>nd</sup> Street and Kalamazoo Avenue. To our knowledge, there was no need to remediate the subject site.
4. Section 13.03 C of the Zoning Ordinance specifies the following guidelines for the amendment of the official zoning map
  1. Consistency with the goals, policies and future land use map of the Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area;  
**As noted above, the future land use designation is commercial. The prior designation was mixed use residential/office which was an effort to transition from the low-density residential uses to the west and the commercial uses to the east.**

2. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district;

**The dimension, slope and natural features of the site are comparable to the developed residential properties to the west as well as to the north across the Lyle branch of the Heyboer Drain.**

3. The applicant's ability to develop the property with at least one (1) of the uses permitted under the current zoning;

**As noted above, the property has been zoned for commercial use for the past 50 years. According to city records, the only building to occupy property was originally built as a chicken coop and subsequently converted into a house. This building was demolished in 1999. As noted above, there have been many inquiries about placing a retail or office building on the property but it has remained vacant likely due to the relatively narrow lot width in combination with commercial parking setback requirements adjacent to residential uses and the downslope of the property.**

4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values;

**The allowable uses under the proposed R1-C zoning should be compatible in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values with the residential use and zoning of the properties to the north and west. The existing commercial uses to the east have had the opportunity to the purchase the subject site over the years and have obviously passed. The planned commercial use of the property on the south side of 52<sup>nd</sup> Street is not anticipated to be impacted by the proposed rezoning.**

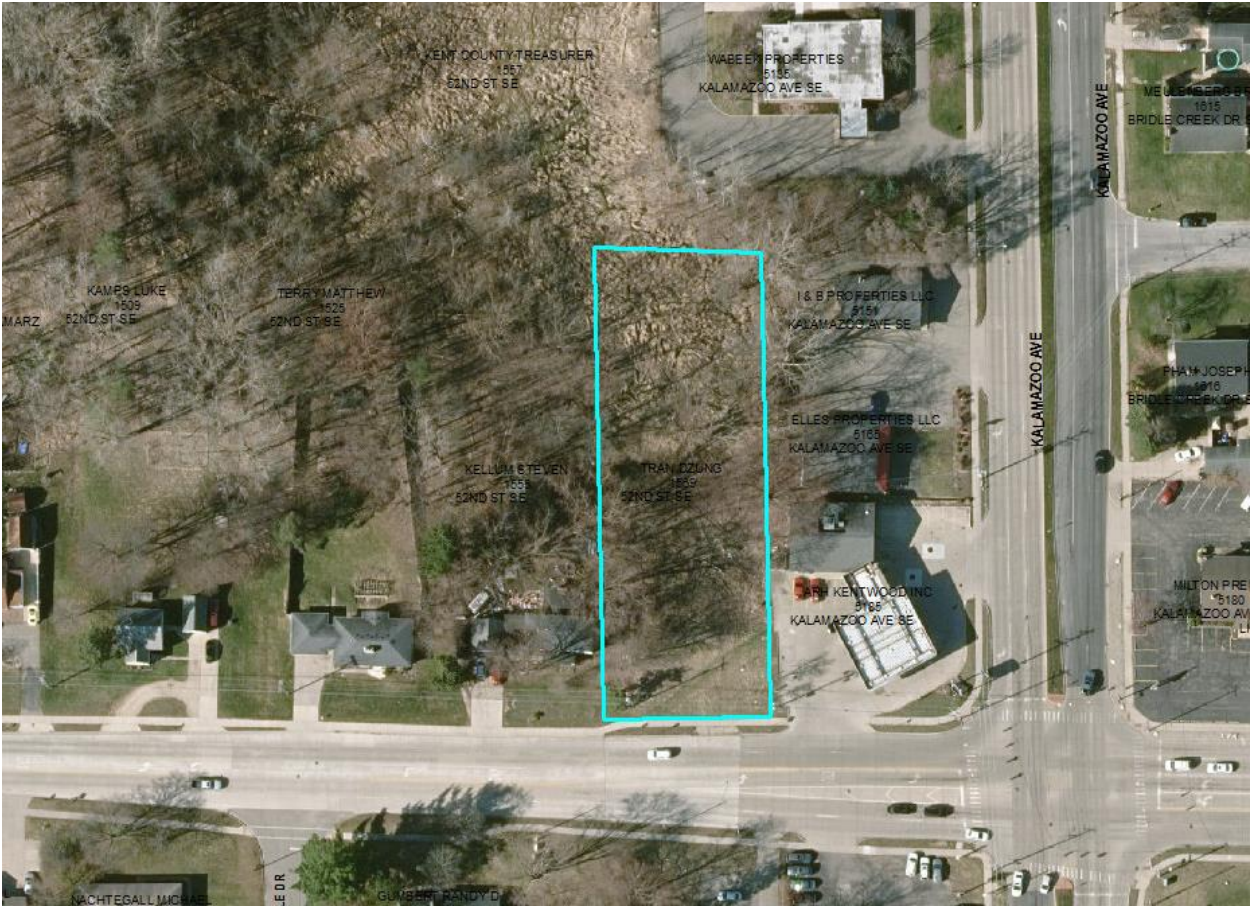
5. Whether the City's infrastructure and services are sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the City;

**The city's infrastructure is sufficient to serve this site.**

6. Where a rezoning is reasonable given the above guidelines, a determination that the requested zoning district is more appropriate than another district or amending the list of permitted or Special Land Uses within a district.

**Given the dimension, slope and natural features of the site the requested zone district is more appropriate than any other zone district and it would not be desirable to amend the C-2 zoning to allow for single family detached homes.**

Aerial View of 1569 52<sup>nd</sup> Street



## PLANNING STAFF RECOMMENDATION

Golder 5/13/2021

PROJECT: Woodspring Suites Final PUD Site Plan

APPLICATION: 15-2021

REQUEST: Final PUD Site Plan Review

LOCATION: 3781 32<sup>nd</sup> Street SE

HEARING DATE: 5/25/2021

RECOMMENDATION: Recommend Conditional Approval of the Final PUD Site Plan dated 4/19/2021 as described in Case No. 15-2021.  
Approval is conditioned on the following:

### CONDITIONS:

1. Compliance with the Applicant's PUD Statement dated April 19, 2021.
2. Review and approval by staff and the Kentwood City Attorney of the PUD Statement and Development Agreement.
3. Compliance with the Kentwood Fire Marshal memo dated 4/22/2021 and the Kentwood City Engineer's memo dated 5/10/2021.
4. The applicant shall provide street trees on Lake Eastbrook Boulevard as required by the city's street tree policy. If street trees cannot be placed within the right of way, they must be installed within a 10' greenbelt along the hotel property adjacent to the right of way.
5. Extension of public sidewalk along Lake Eastbrook Boulevard to 32<sup>nd</sup> Street.

### BASIS:

1. The PUD Statement details the commitments made by the applicant in terms of the development of the site, access, features, and amenities.

2. The PUD Statement, site plan, and conditions imposed by the city will be memorialized in a Development Agreement between the city and the developer to ensure that all conditions are met.
3. The city's street tree policy establishes whether street trees are permitted, given the width of the planting strip, setback from intersections, distance from streetlights, and other factors. If the street trees cannot be placed within the right of way, the same number of trees will be required to be relocated on the property within 10 feet of the right of way.
4. The applicant is the owner of the entire 6.67 parcel. The extension of sidewalk will allow a non-motorized connection between the hotel and 32<sup>nd</sup> Street.
5. Discussion at the work session and public hearings.

## PUD Statement

3781 32<sup>nd</sup> Street PUD is currently a single 6.7-acre Parcel 41- 18-14-252-006 located on the north east quadrant of 32<sup>nd</sup> Street and Lake Eastbrook Boulevard. Concord Hospitality has an option to purchase the entire parcel to construct a Woodspring Suites extended stay hotel, a 122 room, 4 story hotels with a 12,300 square foot footprint on the northern half of the parcel. The primary entrance for the hotel will be on Lake Eastbrook. The south half of the site would have a primary access from 32<sup>nd</sup> Street for a 25,650 square foot (approximately) office building centered in the site with parking on three sides of the building.

When the south half of the site is developed the access road and sidewalk from the hotel building development will be connected to the office building. Any portion of this future road and sidewalk on the Hotel property will be the responsibility of the Hotel parcel owner.

The PUD will be developed in full compliance with the Cities Commercial C- PUD Sections of the Ordinance.

### 12.05 C-PUD Development Requirements:

A. Permitted Use: A Hotel requires a Special Land Use in this C-PUD. An office building is a permitted use.

B. Two special land uses are being requested for this development. The Hotel use and a 4-story building with a height of 41' and 4' parapet is being requested which exceeds the 30' height.

C. Development Requirements

1. Lot size: This parcel is 6.7 acres, greater than the 5- acre requirement for the C-PUD.

2. Building Setbacks: The C-PUD zone does not have specific building setbacks; however, the hotel is set back by 100 feet from the adjacent multi-family property and over 400 feet from the 32<sup>nd</sup> Street and over 120 feet from the Lake Eastbrook rights of way.

3. Parking: This project provides one parking space per hotel room (122) and one space per employee (5), plus 2 additional spaces for a total of 129.

4. Traffic Circulation: There will be one curb cut on Lake Eastbrook Blvd for access to the Hotel at the north and one curb cut for access to the future building to the



south from 32<sup>nd</sup> Street. Lake Eastbrook is a 4-lane road with a traffic volume of approximately 2,011 vehicles per day (per the City of Kentwood). 32<sup>nd</sup> street is a two-lane road with a traffic volume of 7,900 trips per day (Per City of Kentwood). The hotel is expected to generate approximately 40 trips per hour during the two- or three-hour peak times. This is approximately a 2% increase in traffic volume. During the second phase of development, a connecting drive will be installed between the hotel and office building, as well as the sidewalk internal to the site. The stacking and queuing lengths are more than adequate for peak hour traffic volumes. A sidewalk provides pedestrian access from Lake Eastbrook to the hotel.

5. Design Features:

a. Greenbelt: We have provided 8 trees along the public right of way and 61 shrubs for screening at the right of way.

Due the significant grade across the site, the hotel will sit between 5 to 15 feet above the grade of Lake Eastbrook. Therefore, screening of the parking spaces will be accomplished up at the parking lot level and not down at the street grade.

b. Parking Lot Landscaping: We have provided 10 canopy trees interior to the parking lot that meets the Ordinance requirements.

c. Landmark Entrance: At the entrance of Lake Eastbrook, we have included a "landscape feature" with holly bushes and annuals that will surround our internally lit monument sign. Each building will have its own business sign at their respective entrances.

d. Pedestrian Gathering/Plaza: At the front entrance of the hotel, we have provided a landscaped plaza, which will include a bench and bike rack. Along the southern part of the property, we have included a walking trail around the storm water detention pond, along with a bench and dog waste station. With the future development of the southern parcel the permanent drive and sidewalk will be built, connecting the two sites, with a tree-lined drive between each respective parking lot.

e. Site Amenities: We are providing a bike rack for hotel guests or employees, as well as benches near the hotel entrance and walking path around the storm water pond.

f. Detention Basin: The detention basin shared between the Hotel site and future development on the southern parcel will only be visible to those guests or

employees in the Hotel or future building to the south. It will not be visible to the public traveling along Lake Eastbrook or 32<sup>nd</sup> Street. We are including a walking path around the pond for use by Hotel guests and employees, as well as the employees or patrons of the future development on the southern site. The pond will have a natural prairie grass appearance that will grow to roughly 24" in height. This mixture will give the pond the appearance of a naturally formed pond, and PUD users a site amenity for exercise or dog walking ability.

Maintenance of the Storm water basin will be solely by the Hotel parcel owner until the south parcel is developed, at which time a Maintenance Agreement between the two parties will call out the responsibilities and cost sharing arrangement between the two parcels.

g. Sign Type and Materials: Sign materials will be consistent with the building and will comply with the Ordinance.

h. Open Space: The Ordinance requirement for Greenspace is 30%, or 2.01 acres of the 6.7-acre parcel. The wooded area and wetlands on the north side of the site is 0.26 acres. The detention basin encompasses 0.39 acres for a total of 0.65 acres. Therefore, a total of 1.36 acres or 59,300 square feet of greenspace is required for this project. The north hotel site has a total of 1.22 acres or 53,000 square feet of green space. There should be no problem at all achieving the remaining greenspace on the north parcel development area.

6. Maintenance and Utilities: A Maintenance Agreement will be executed with the north property owner to allow use of the detention basin and allow cross access between the properties.

Maintenance of the Storm water basin will be solely by the Hotel parcel owner until the south parcel is developed, at which time a Maintenance Agreement between the two parties will call out the responsibilities and cost sharing arrangement between the two parcels.

7. Building Height and Architectural Guidelines:

We have provided a building rendering for the hotel that includes various building materials such as brick, glass, siding and EIFS. The prominent material on elevations facing the street are brick.

The percentages of materials vary for each building elevation, as noted:

Percent of Material	Percent of Material
Front/South Elevation Square Footage = 10,500 SF	Rear/North Elevation Square Footage = 10,500 SF
– Brick (100% Max Allowable) = 39% (4,070 SF)	– Brick (100% Max Allowable) = 16% (1,700 SF)

Percent of Material	Percent of Material
– Glass (75% Max Allowable) = 12% (1,280 SF)	– Glass (75% Max Allowable) = 12% (1,260 SF)
– Siding (50% Max Allowable) = 34% (3,540 SF)	– Siding (50% Max Allowable) = 48% (5,020 SF)
– EIFS (25% Max Allowable) = 15% (1,610 SF)	– EIFS (25% Max Allowable) = 24% (2,520 SF)

Percent of Material	Percent of Material
Right/East Elevation Square Footage = 2,600 SF	Left / West Elevation Square Footage = 2,600 SF
– Brick (100% Max Allowable) = 24% (615 SF)	– Brick (100% Max Allowable) = 21% (560 SF)
– Glass (75% Max Allowable) = 3% (75 SF)	– Glass (75% Max Allowable) = 4% (110 SF)
– Siding (50% Max Allowable) = 50% (1,310 SF)	– Siding (50% Max Allowable) = 50% (1,290 SF)
– EIFS (25% Max Allowable) = 23% (600 SF)	– EIFS (25% Max Allowable) = 25% (640 SF)

The building elevations have projections in and out of the building face, and a variety of building materials to break up the building massing. There is a landscaped patio entry way in the front of the building.

The hotel building is planned to be 41' tall with a 4' parapet, which meets the Ordinance, but requires a special land use for approval. We believe this should be found acceptable since the hotel site sits about 10 feet below the adjacent multi-family district to the east, and 100 feet west of the property line. We are proposing a 6-foot solid cedar wood fence at the property line along with trees and landscaping, to adequately screen views, reduce any glare and sound from the hotel.

The loading area for the hotel is from the rear/south facing doors. The only deliveries required are vending machine materials. All laundry is done in-house.



To: Kentwood Planning Department  
From: Brad Boomstra, P.E.  
City Engineer  
Date: April 22, 2021  
Re: **Woodsprings Suites**  
3781 32<sup>nd</sup> Street SE  
41-18-14-252-006  
Review of Site Plans Dated 4-19-2021

We have completed our review of the proposed site plans dated 4-19-2021 and received 4-20-2021. Kentwood Engineering has the following comments that will need to be addressed before this office can grant site plan / construction plan approval:

**Overall Plan Comments:**

1. Change the contact information on the cover sheet from Tim Bradshaw to Brad Boomstra, P.E., City Engineer 616-554-0740 [boomstrab@kentwood.us](mailto:boomstrab@kentwood.us).
2. Provide a pavement section for restoration of Lake Eastbrook Boulevard due to utility connections.

**Grading:**

1. Indicate the proposed limits of grading on the site plan. A thick, shaded line works well for this.
2. Additional comments regarding grading will be made upon receipt of construction plans.

**Detention Basin:**

1. The detention basin will need to be placed in a drainage easement, as it will serve more than one parcel.

**Soil Erosion and Sediment Control:**

1. Additional soil erosion and sediment control comments may be made by Kentwood staff upon further review.

**Utilities (Sanitary & Water):**

1. Deferred frontage assessments and/or trunkage (hookup) fees for water and sanitary sewer may be due upon hookup or development. Contact the City of Grand Rapids (Larry Olson, 456-4074) for any assessments for utilities (water & sewer) that may be due.

2. Additional comments regarding utilities will be made upon receipt of updated construction plans.

**Required Permits, Bonds, Fees [and Escrow]:**

1. Because this parcel is adjacent to a public street, over one (1) acre is being disturbed, and is within 500 feet of a lake or stream, a Permit for an Earth Change (fee \$400) and a \$5,000 soil erosion control performance bond or an irrevocable letter of credit using the City of Kentwood format will be required through Kentwood Engineering. The Owner/Developer must sign the Permit for an Earth Change. Both the Owner/Developer and the Contractor must be named on the bond. Please contact us if you need a permit and/or a bond template form, or one can be accessed on the City's website at <http://www.ci.kentwood.mi.us> (hover over "CITY SERVICES" and "DEPARTMENTS" then click "ENGINEERING", then click the "SOIL EROSION AND STORM WATER" link near the top of the page). There is a 365-day limit to complete the work under this permit.
2. An NPDES Notice of Coverage will also be needed as the proposed area of disturbance exceeds 5 acres. At the time the Earth Change permit is issued by the Kentwood, your Notice of Coverage will immediately become effective as a "permit-by-rule" as soon as the NOC has been properly filed and the appropriate fee is paid.
3. Your contractor will need a Drive Permit from Kentwood Engineering for the proposed commercial drive into the 32<sup>nd</sup> Street right-of-way. A \$10,000 annual ROW bond or an irrevocable letter of credit using the City of Kentwood format and a certificate of insurance (with the City of Kentwood named as additional insured) will also be required. We will need to see a plan of the proposed commercial driveway at a plan scale no greater than 1" = 50'. Contact us if you need a permit and/or bond form, or they can be accessed on the City's website. Highway specifications, general conditions and required plan notes are also posted on the City's website.
4. A highway permit (\$800) will also be needed for any utility work in the Lake Eastbrook Blvd right-of-way. This requirement applies to the proposed storm sewer construction. A \$20,000 right-of-way bond or an irrevocable letter of credit using the City of Kentwood format and a certificate of insurance (with the City of Kentwood named as additional insured) will also be required. We will also require that a traffic plans be submitted to us for road closure, signage and detours. Kentwood Engineering must be notified at least two (2) working days prior to making the open street cut so that Kentwood Police and the Kentwood Public Schools can be properly notified.
5. A \$30,000 Site Grading and Stormwater Management Bond or an irrevocable letter of credit using the City of Kentwood format and an administrative fee of \$600 will be required through Kentwood Engineering. This bond is posted to assure that the plan, once approved, is constructed in the field according to that plan. Both the Owner/Developer and the Contractor must be named on the bond. Let us know if you need our bond template, or it can be accessed on the City's website.

6. Please note that all required bonds and permit applications and fees must be submitted to, and accepted by, Kentwood Engineering *before any permits can be issued!* There will be no "partial" or "conditional" permits issued.

**Miscellaneous / Reminders:**

1. Please be advised that at the completion of construction, a civil engineer or surveyor will need to provide an as-built plan to the City of Kentwood with a certification by a registered engineer stating that the site grading and the stormwater system were constructed in accordance with the approved plans. A copy of the certification form is available upon request or on the City's website.
2. Remember that, for a Building Permit to be issued, other City departments (fire, assessor, treasurer, water, planning) may have comments regarding this plan. Contact Kentwood Inspections (Renee Hargrave, 554-0781) regarding building permit application procedures, fees, plan requirements and approval status.
3. Once final approval by all departments has been granted, make sure the contractor has the latest approved set of plans before beginning construction!

After the appropriate revisions have been made, please the required information for Site Plan Construction Approval to Kentwood Engineering for additional review. We would be pleased to meet with you in person if this would be of help.

Should you have any questions regarding this department's review, please feel free to contact our office.

cc: Kentwood Engineering Permit Staff  
Anthony S. Mourand, P.E. - [asmourand@fishbeck.com](mailto:asmourand@fishbeck.com)



# City of Kentwood

Occupancy: **WOODSPRING SUITES**

Occupancy ID:

Address: **3781 32ND**

**KENTWOOD MI 49512**

Inspection Type: **SITE PLAN ONLY**

Inspection Date: **5/10/2021**

By: **LYNCH , BRYAN M (0292)**

Time In: **09:07**

Time Out: **00:00**

Authorized Date: **05/10/2021**

By: **LYNCH , BRYAN M (0292)**

Form: **PLAN REVIEW - IFC**  
**2015**

## Inspection Topics:

### INTRODUCTION

#### REVIEW REQUIREMENTS.

We have reviewed your plans for the above facility. The following items are noted for compliance with code requirements. Code references to the International Fire Code 2015, as amended, are noted IFC; references to the Michigan/International Building Code are noted MBC; references to the City of Kentwood Code of Ordinances are noted KC; references to National Fire Protection Association codes and standards are noted NFPA. Please review the appropriate code for further details. All construction and processes must meet applicable code provisions.

**Status:** PLAN REVIEW

**Notes:** This site plan review is for updated drawings dated 4/19/21.

### GENERAL; CONSTRUCTION AND DEMOLITION

#### FIRE LANE(S).

Provide fire lane(s) on the \_\_\_\_\_ side(s) of the building. Each side of the building where a fire lane is required must have an entrance as close to the middle as possible. The fire lane must be a minimum of 10 feet and a maximum of 30 feet from the building, and within 100 feet of all fire department connections. (IFC 503.1.1)

**Status:** PLAN REVIEW

**Notes:** Fire lane is located on all 4 sides of the building. Drawing meets requirements.

#### "NO PARKING - FIRE LANE" SIGNS.

"No Parking - Fire Lane" signs shall be placed no closer than 25 feet apart or further than 75 feet apart. (IFC 503.1.1) The bottom of the sign must be 6'4" from grade level.

**Status:** PLAN REVIEW

**Notes:** Signage will be addressed with building drawings.

#### ADDRESS NUMBERS.

Address numbers. Install \_\_\_\_\_ inch Arabic numerals on the front of the building in a color that contrasts with the immediate background on which the numerals are mounted and that will be readily visible during normal daylight. (IFC 505.1 - 505.1.7)

**Status:** PLAN REVIEW

**Notes:** Address numbers will be determined with building plans

#### HYDRANTS REQUIRED.

Construction involving combustible building materials shall not occur until operable fire hydrants are in place within 500 road feet of the furthest point of any building being constructed. (IFC 3312.1)

**Status:** PLAN REVIEW

**Notes:**

#### SUPPLEMENTAL HYDRANTS.

Supplemental hydrants. Install supplemental fire hydrants per site plan on a minimum 6" public water main. (IFC 507.5.2) Hydrants must be East Jordan 5BR with two 2-1/2" and one 4" outlet in conformance with Kentwood specifications and be painted safety yellow.

**Status:** PLAN REVIEW

**Notes:** Hydrant was added to SW corner of building meeting requirements previously noted.

**PLANS APPROVED AS SUBMITTED****PLANS APPROVED AS SUBMITTED.**

We have reviewed your plans for the above facility and approve them as submitted. Any changes must be reviewed and approved by the Kentwood Fire Prevention Bureau. All construction and processes must meet applicable codes and standards.

**Status:** PLAN REVIEW**Notes:****Additional Time Spent on Inspection:**

Category	Start Date / Time	End Date / Time
<b>Notes:</b> No Additional time recorded		

**Total Additional Time: 0 minutes****Inspection Time: 0 minutes****Total Time: 0 minutes****Summary:****Overall Result:** Plan Review

Plan Review Completed.

**Inspector Notes:****Inspector:**

Name: LYNCH , BRYAN M  
Rank: FM  
Work Phone(s): (616) 554-0805  
Email(s): lynchb@kentwood.us

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*Signature*

---

*Date*



# Concord Hospitality WP Col, LLC

## Woodsprings Suites

3781 32nd Street  
Kentwood, MI 49512

Issued for Final Site Plan Approval April 19, 2021  
Project Number 201230



fishbeck.com  
800.456.3824

1515 Arboretum Drive  
Grand Rapids, Michigan

### GENERAL

REV. #	ISSUE DATE	DRAWING NUMBER / DESCRIPTION
4/19/2021	G001	COVER

### CIVIL

REV. #	ISSUE DATE	DRAWING NUMBER / DESCRIPTION
4/19/2021	C101	EXISTING CONDITIONS
4/19/2021	C102	OVERALL PUD PLAN
4/19/2021	C201	LAYOUT PLAN
4/19/2021	C301	GRADING / SOIL EROSION & SEDIMENTATION CONTROL PLAN
4/19/2021	C401	UTILITY PLAN
4/19/2021	C402	STORM WATER MANAGEMENT PLAN
4/19/2021	C501	DETAILS
4/19/2021	C502	DETAILS

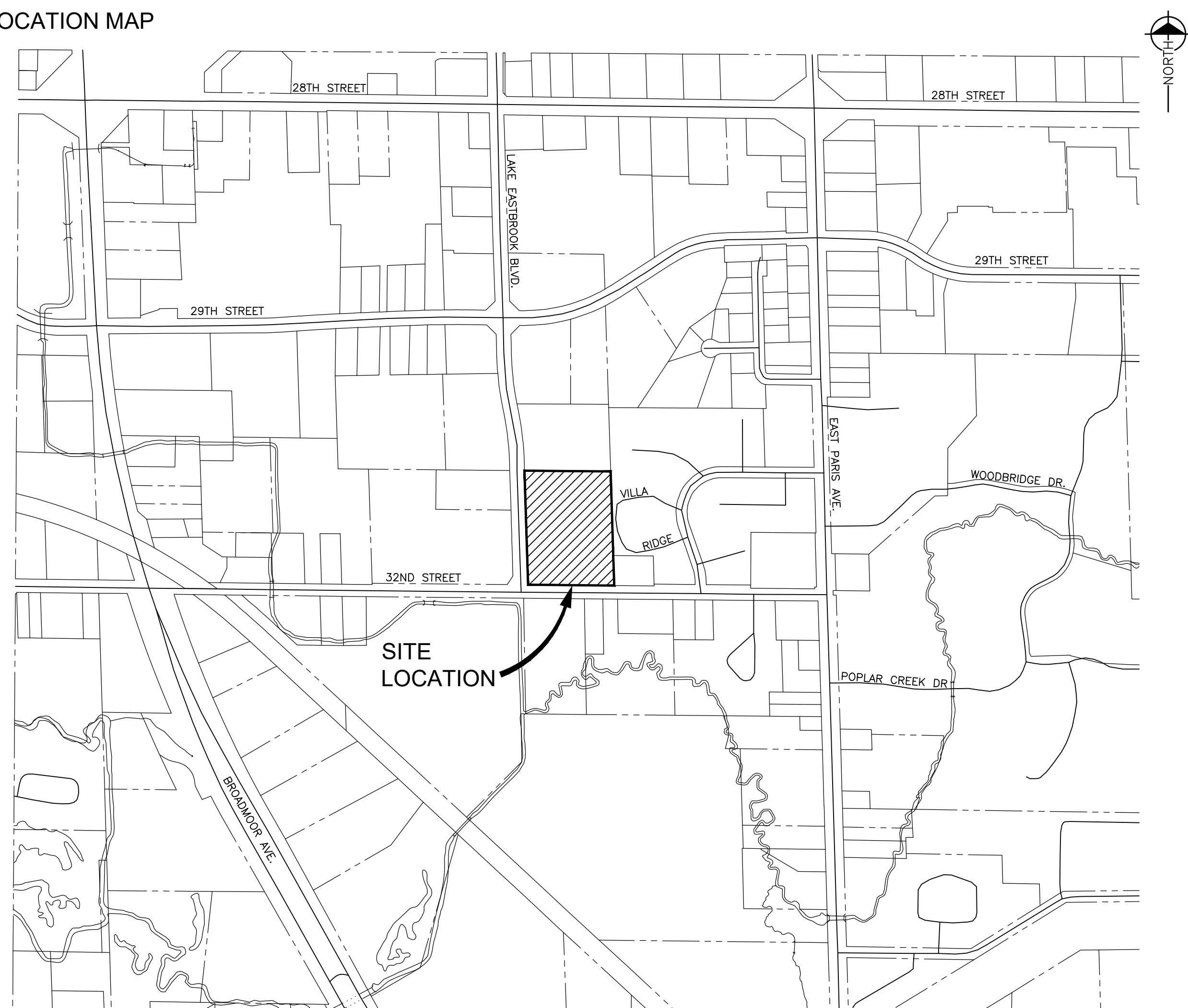
### LANDSCAPE

REV. #	ISSUE DATE	DRAWING NUMBER / DESCRIPTION
4/19/2021		

### ELECTRICAL

REV. #	ISSUE DATE	DRAWING NUMBER / DESCRIPTION
4/19/2021	E101	SITE LIGHTING / PHOTOMETRIC PLAN

### LOCATION MAP



### UTILITY INFORMATION

THE EXISTING UTILITIES SHOWN ON THE FOLLOWING DRAWINGS HAVE BEEN LOCATED FROM UTILITY RECORD DRAWINGS. ACTUAL UTILITY LOCATIONS MAY VARY FROM WHAT IS SHOWN. ALL UTILITIES TO BE FIELD VERIFIED BY UTILITY OWNER PRIOR TO CONSTRUCTION.

#### KENTWOOD CITY HALL

Lisa Golder  
Planner  
4900 Breton Ave. SE  
Kentwood, MI 49508  
bradshawl@kentwood.us

#### CITY OF KENTWOOD

Tim Bradshaw, PE  
Director of Engineering  
4900 Breton Ave. SE  
Kentwood, MI 49508  
Phone: 616.554.0739  
bradshawl@kentwood.us

#### CITY OF KENTWOOD STREETS

John Gorney  
Director of Public Works  
4900 Breton Ave. SE  
Kentwood, MI 49508  
Phone: 616.554.0817  
gorneyj@kentwood.us

#### CITY OF KENTWOOD WATER AND SEWER DEPARTMENT

Ken McNett  
Utilities Services Supervisor  
mcnett@kentwood.us  
Phone: 616.554.0733

#### ELECTRIC

Consumers Energy  
Scott Corrin - Economic Development Manager  
530 W. Willow Street LSC 119-17  
Lansing, MI 48906  
Phone: 989.295.7156  
Derrick Rosenberger  
Phone: 269.948.3506

#### NATURAL GAS

Consumers Energy  
Derrick Rosenberger  
Phone: 269.948.3506

#### Fiber Optic

US Signal Company  
Larry Stuewe Manager of Inside Sales  
201 Ionia Avenue SW  
Grand Rapids, MI 49503  
Phone: 616.233.7302  
lstuewe@ussignal.com  
David Scott  
dscott@tkns.net

Carter Communications  
Jason Taylor  
Phone: 269.207.9648

#### Telephone

AT&T  
Mary Jo Weessies  
TELNET  
Phone: 248.485.1048  
mjlweessies@telnetnw.com  
Doug Russ  
Phone: 816.246.7210



Concord Hospitality WP COL, LLC

3781 32nd Street SE, Kentwood, Michigan

Woodsprings Suites

### REVISIONS

NOT FOR  
CONSTRUCTION

4/19/2021 | SITE PLAN APPROVAL

Drawn By	D. Uekert
Designer	A. Mourad
Reviewer	
Manager	A. Mourad

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.

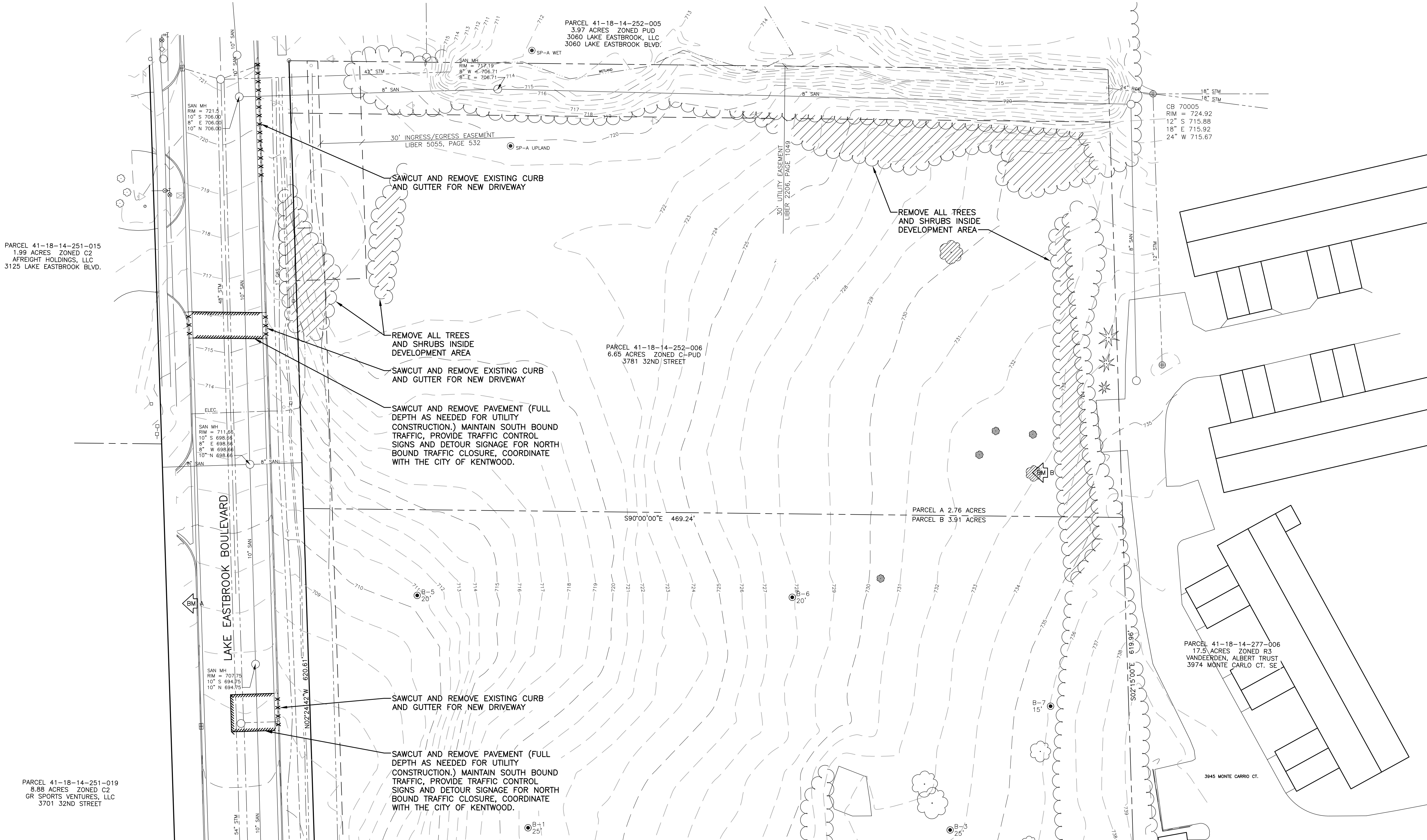
201230

SHEET NO.

G001

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NOTES

- THE EXTENT OF REMOVALS AND DEMOLITION SHALL BE FIELD VERIFIED BY CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DEVIATIONS FROM INFORMATION SHOWN.
- PRIOR TO CONSTRUCTION ALL FENCING, BARRICADES, ENCLOSURES, ETC., MUST BE INSTALLED AND APPROVED BY OWNER OR CONSTRUCTION MANAGER.
- DISPOSE OF DEMOLITION AND EXCAVATION MATERIALS IN ACCORDANCE WITH CONTRACT DOCUMENTS.
- SOIL EROSION AND SEDIMENTATION CONTROL MEASURES MUST BE IN PLACE PRIOR TO STARTING REMOVALS AND DEMOLITION.
- UNLESS SPECIFICALLY NOTED FOR REMOVAL ON THE PLANS, ALL SIDEWALKS, DRIVES, CULVERTS, DRAINAGE STRUCTURES, AND ABOVE AS WELL AS BELOW GRADE UTILITIES SHALL BE PROTECTED. ALL SUCH ITEMS DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW AT NO ADDITIONAL COST TO THE OWNER.
- PROTECT EXISTING TREES TO REMAIN WITH TEMPORARY FENCING AT THE DRIP LINE. NO GROUND DISTURBANCE OR STORAGE OF MATERIAL/EQUIPMENT SHALL OCCUR WITHIN THE DRIP LINE LIMITS.
- ELECTRICAL, TELEPHONE, CABLE TV, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
- PERFORM CLEARING, GRUBBING, TREE AND STUMP REMOVAL, TOPSOIL REMOVAL AND STOCKPILING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- BEFORE REMOVING OR ABANDONING ANY UTILITY PIPES, VERIFY NEW UTILITY PIPE HAS BEEN INSTALLED, TESTED AND IS OPERATIONAL.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. VERIFY CRITICAL INVERT INFORMATION PRIOR TO BEGINNING CONSTRUCTION.
- DAMAGE CAUSED TO SURROUNDING AREA PAVEMENT OUTSIDE THE CONSTRUCTION LIMITS SHALL BE SAWCUT AND REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- COORDINATE SEQUENCING AND PHASING OF DEMOLITION WITH CONSTRUCTION MANAGER.
- SEE OTHER DRAWINGS FOR ADDITIONAL SITE DEMOLITION WORK.
- SAWCUT CURB AND GUTTER AND SIDEWALKS TO NEAREST JOINT.

KEY NOTES

- REMOVE CONCRETE DRIVE APPROACH WITH CURB.
- SAWCUT AND REMOVE ASPHALT PAVING FULL DEPTH.
- SAWCUT AND REMOVE 4" CONCRETE SIDEWALK TO NEAREST JOINT.
- REMOVE CONCRETE CURB AND GUTTER.
- REMOVE BUILDING WITH RETAINING WALLS AND ALL APPURTENANCES.
- REMOVE LIGHT POLE AND FIXTURE.
- REMOVE CONCRETE PAD.
- REMOVE ASPHALT PARKING LOT FULL DEPTH.
- PROTECT TREE.
- REMOVE CB AND STORM PIPES.
- REMOVE SIGN.
- REMOVE 4" CONCRETE SIDEWALK.

BENCH MARKS

- BENCH MARK A ELEVATION: 710.39  
CHISELED "X" ON THE EAST-SOUTHEASTERLY FLANGE  
BOLT OF HYDRANT ON WEST SIDE OF EASTBROOK  
BOULEVARD SE 55'± SOUTH OF DRIVEWAY TO MSA  
SPORTS SPOT BUILDING #3701
- BENCH MARK B ELEVATION: 734.19  
COTTON SPINDLE IN WESTERLY FACE OF 12" DIAMETER  
DOUBLE TRUNK ELM TREE APPROXIMATELY 41'±  
SOUTHWEST OF CORNER OF BITUMINOUS PARKING  
AREA SURFACE ON VILLA RIDGE DRIVE SOUTHEAST
- BENCH MARK C ELEVATION: 733.34  
COTTON SPINDLE IN WESTERLY FACE OF  
OLD UTILITY POLE ON NORTH SIDE OF  
32ND STREET, 190'± NORTH OF HOUSE #3800
- BENCH MARK D ELEVATION: 704.60  
CHISELED "X" ON NORTHERLY FLANGE BOLT ON  
HYDRANT AT NORTHWEST CORNER OF INTERSECTION  
OF LAKE EASTBROOK BOULEVARD & 32ND STREET

SYMBOL LEGEND

- BENCH MARK
- PROPERTY LINE
- ROW LINE
- EASEMENT LINE
- SOIL BORING
- SHRUBS
- CONIFEROUS TREE
- DECIDUOUS TREE
- TREE LINE
- WETLAND
- EDGE OF WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- LIGHT
- UTILITY POLE
- SIGN
- MAIL BOX
- GUARD RAIL
- FENCE LINE
- GRAVEL SURFACE
- PAVED SURFACE
- EXISTING CURB & GUTTER
- 8" SAN. SANITARY SEWER & MANHOLE
- 12" STM. STORM SEWER & MANHOLE
- CATCH BASIN CURB AND LAWN TYPE
- VALVE
- HYDRANT
- 6" WTR. WATER MAIN
- PLUG
- 4" FM. FORCE MAIN
- 2" GAS. GAS MAIN
- ELEC. UNDERGROUND ELECTRIC
- OP. FIBER OPTICS
- TEL. UNDERGROUND TELEPHONE
- CATV. CABLE TELEVISION
- TELEPHONE PEDESTAL

DEMOLITION LEGEND

- SAWCUT
- CURB REMOVAL
- REMOVE PIPE
- REMOVE OBJECT
- REMOVE BUILDING
- REMOVE BITUMINOUS PAVEMENT  
FULL DEPTH
- REMOVE CONCRETE PAVEMENT
- TREE PROTECTION
- TREE REMOVAL

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Concord Hospitality WP COL, LLC

3781 32nd Street SE, Kentwood, Michigan

WOODSPRINGS SUITES

4/19/2021 | SITE PLAN APPROVAL

Drawn By D. Uekert

Designer A. Mourand

Reviewer

Manager A. Mourand

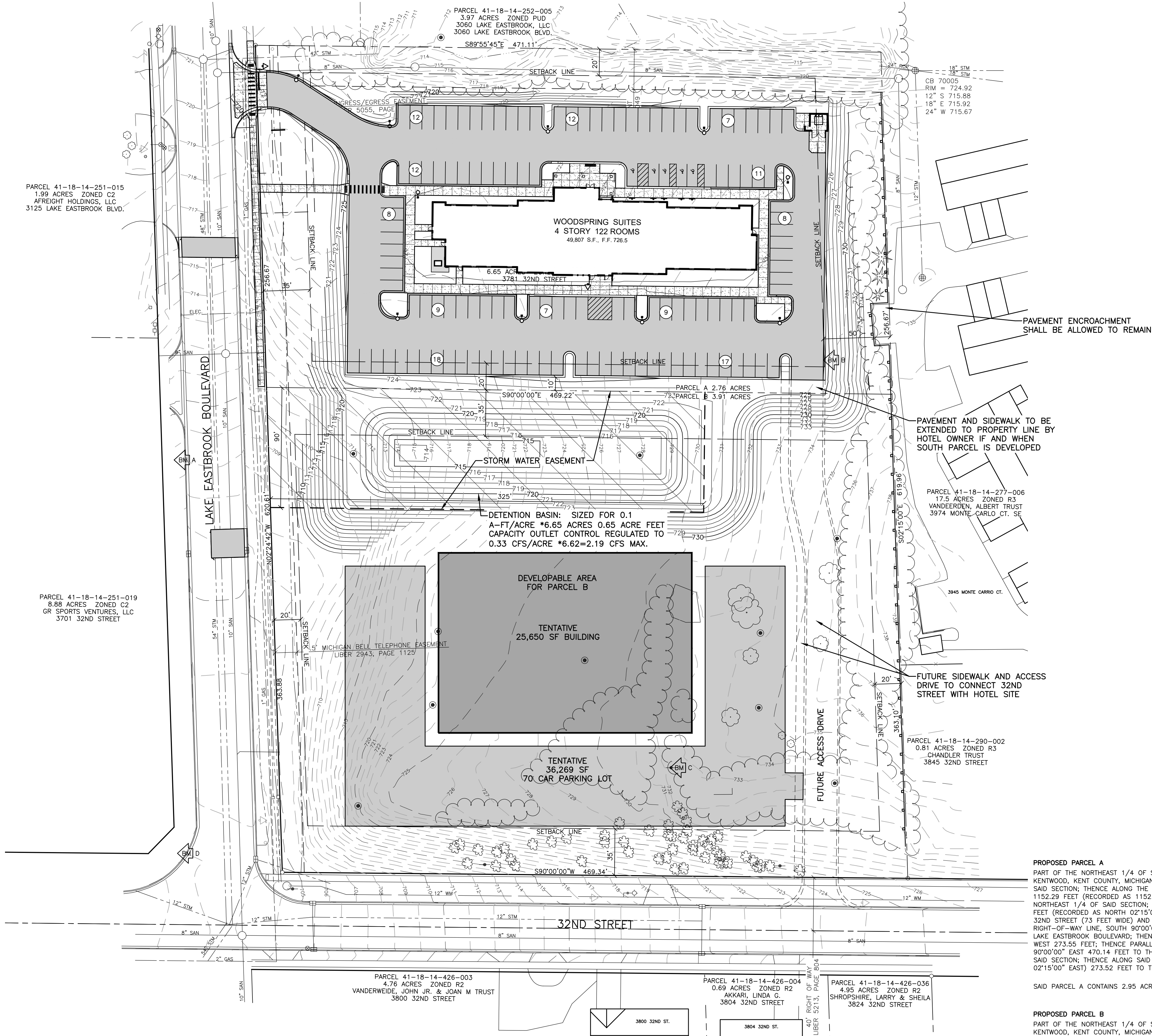
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PROJECT NO. 201230

SHEET NO. C101

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### PUD SITE PLAN

SCALE: 1" = 40'

0 20 40 80

#### SYMBOL LEGEND

- BENCH MARK
- PROPERTY LINE
- ROW LINE
- EASEMENT LINE
- SOIL BORING
- SHRUBS
- CONIFEROUS TREE
- DECIDUOUS TREE
- TREE LINE
- WETLAND
- EDGE OF WATER
- CONTOUR MAJOR
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- 6" WTR. WATER MAIN
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- 2" GAS. GAS MAIN
- ELEC. UNDERGROUND ELECTRIC
- OF. FIBER OPTICS
- TEL. UNDERGROUND TELEPHONE
- CATV. CABLE TELEVISION
- TELEPHONE PEDESTAL

#### PROPOSED PARCEL A

PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 11 WEST, CITY OF KENTWOOD, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION, SOUTH 90°00'00" WEST 1152.29 FEET (RECORDED AS 1152.41 FEET) TO THE EAST LINE OF THE WEST 9/16 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, NORTH 02°15'34" WEST 40.03 FEET (RECORDED AS NORTH 02°15'00" WEST 40.00 FEET) TO THE NORTH RIGHT-OF-WAY LINE OF 32ND STREET (73 FEET WIDE) AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 90°00'00" WEST 469.34 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE EASTBROOK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02°24'42" WEST 273.55 FEET; THENCE PARALLEL WITH THE EAST-WEST 1/4 LINE OF SAID SECTION, NORTH 90°00'00" EAST 470.14 FEET TO THE EAST LINE OF THE WEST 9/16 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 02°15'34" EAST (RECORDED AS SOUTH 02°15'00" EAST) 273.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL A CONTAINS 2.95 ACRES, MORE OR LESS.

#### PROPOSED PARCEL B

PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 11 WEST, CITY OF KENTWOOD, KENT COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION, SOUTH 90°00'00" WEST 1152.29 FEET (RECORDED AS 1152.41 FEET) TO THE EAST LINE OF THE WEST 9/16 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, NORTH 02°15'34" WEST 40.03 FEET (RECORDED AS NORTH 02°15'00" WEST 40.00 FEET) TO THE NORTH RIGHT-OF-WAY LINE OF 32ND STREET (73 FEET WIDE); THENCE CONTINUING ALONG SAID EAST LINE, NORTH 02°15'34" WEST 273.52 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE EAST-WEST 1/4 LINE OF SAID SECTION, SOUTH 90°00'00" WEST 470.14 FEET TO THE EAST RIGHT-OF-WAY LINE OF LAKE EASTBROOK BOULEVARD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02°24'42" WEST 349.96 FEET TO THE NORTH LINE OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'51" EAST 471.01 FEET (RECORDED AS SOUTH 89°55'41" EAST 471.11 FEET) TO THE EAST LINE OF THE WEST 9/16 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE ALONG SAID EAST LINE, SOUTH 02°15'34" EAST (RECORDED AS SOUTH 02°15'00" EAST) 348.32 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN LIBER 5055, PAGE 532.

SAID PARCEL B CONTAINS 3.74 ACRES, MORE OR LESS.

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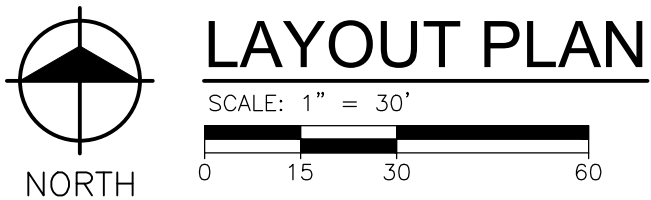
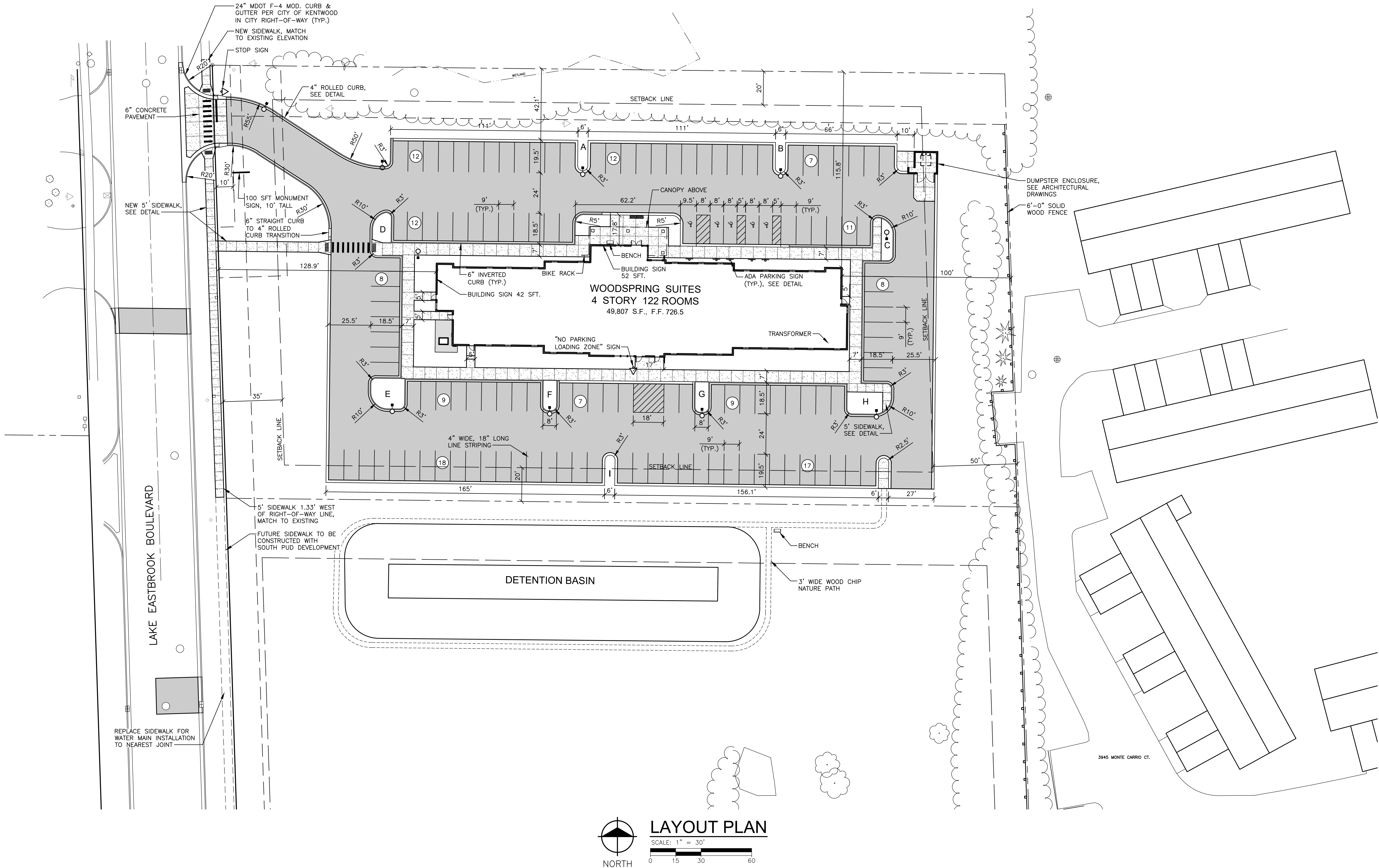
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PROJECT NO.  
201230

SHEET NO.

**C102**





CITY OF KENTWOOD GENERAL NOTES

- ALL WORKMANSHIP AND MATERIALS SHALL BE ACCORDING TO THE CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION (M.D.O.T) STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- DRIVEWAY APPROACH TO BE 6" CONCRETE.
- CONCRETE CURB AND GUTTER TO BE F-4 MODIFIED OR AS APPROVED BY THE KENTWOOD ENGINEER.
- WHERE POOR SOIL CONDITIONS EXIST, THE DEPTH OF THE GRAVEL AND SAND SUBBASE BETWEEN THE NEW CURB AND EXISTING PAVEMENT, SHALL BE DETERMINED BY THE ENGINEER.
- NO ADVERTISING SIGN OR DEVICE SHALL BE PLACED IN, OR OVERHANG INTO THE EXISTING HIGHWAY RIGHT OF WAY.
- CITY OF KENTWOOD ENGINEERING/INSPECTIONS IS TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF CONSTRUCTION; EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS. THIS AGENCY WILL INSPECT ALL WORK WITHIN THE HIGHWAY RIGHT OF WAY.
- PRIOR TO THE START OF CONSTRUCTION, IT WILL BE MANDATORY FOR THE APPLICANT OR CONTRACTOR TO HAVE IN PLACE THE NECESSARY SAFETY TRAFFIC SIGN, CONES, BARRICADES AND ANY OTHER SAFETY DEVICE TO INSURE SAFETY TO THE PUBLIC.
- ALL DISTURBED AREAS ARE TO BE LEVELED AND RESTORED WITH TOPSOIL; AND SEEDED TO A MOWABLE CONDITION SO AS TO PREVENT FUTURE EROSION OR MAINTENANCE PROBLEMS. SLOPES THAT ARE 1 ON 2 OR STEEPER SHALL BE SODDED.
- THE HIGHWAY RIGHT OF WAY SHALL NOT BE USED FOR PRIVATE BUSINESS PURPOSES.
- NO PARKING OF VEHICLES, EQUIPMENT, OR MATERIAL STORAGE PERMITTED WITHIN THE HIGHWAY RIGHT OF WAY.
- THE OWNER MUST PROVIDE FOR ADEQUATE DRAINAGE FROM PARKING AREAS, AND CLEAR SAME WITH THE CITY OF KENTWOOD. ISSUANCE OF A PERMIT DOES NOT ALLEVIATE OWNER OF THIS RESPONSIBILITY.
- CULVERTS, STORM SEWERS, OR OTHER DRAINAGE STRUCTURES SHALL BE INSPECTED BY THE CITY OF KENTWOOD INSPECTOR BEFORE BACKFILL IS PLACED.
- WATER FROM THIS PROPERTY SHALL NOT DRAIN ONTO CITY, COUNTY OR STATE HIGHWAY RIGHT OF WAY.
- RESURFACE EXISTING PUBLIC ROADWAY AS NECESSARY TO FIT DRIVE APPROACH, CORRECT CROWN, CORRECT DRAINAGE, OR REPAIR DAMAGE BY CONSTRUCTION. SAWCUT REMOVE ALL CURB, CONCRETE, AND BITUMINOUS AS REQUIRED BY THE CITY OF KENTWOOD.
- PROPERTY OWNER IS RESPONSIBLE FOR OBTAINING A SOIL EROSION & SEDIMENTATION CONTROL PERMIT FOR ANY EARTH CHANGE GREATER THAN ONE ACRE, ADJACENT TO A PUBLIC ROAD, OR WITHIN 500 FEET OF THE "WATERS OF THE STATE".
- A UTILITY PERMIT MUST BE OBTAINED FOR PLACEMENT OF HOOKUP OF UTILITIES (I.E. WATER, GAS, OIL, SEWER, TELEPHONE, ELECTRIC, CABLE TV) IN THE HIGHWAY RIGHT OF WAY.
- CONTACT "MISS DIG" TOLL FREE AT 1-800-482-7171 THREE (3) DAYS PRIOR TO THE START OF CONSTRUCTION, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS.
- ADDITIONAL WORK (BITUMINOUS PAVING, GRADING, ETC.) MAY BE REQUIRED BY THE CITY OF KENTWOOD INSPECTOR TO CORRECT POOR WORKMANSHIP AND/OR ALLEVIATE DRAINAGE PROBLEMS.

ALL WORK IN THE HIGHWAY RIGHT OF WAY APPROVED BY A COMMERCIAL DRIVE/PRIVATE STREET APPROACH PERMIT MUST BE COMPLETED WITHIN ONE (1) YEAR OF PERMIT ISSUANCE DATE.



SYMBOL LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE PAVEMENT WITH SNOW MELT
- 1"x1 1/2" WASHED CRUSHED LIMESTONE
- 4" THICK CONCRETE SIDEWALK
- EXPANSION JOINT
- STANDARD CURB AND GUTTER
- STANDARD INVERTED CURB AND GUTTER
- ROLLED CURB
- STOP SIGN
- ADA SIGN
- PARKING SPACE COUNT
- SITE LIGHT POLE

NOTES

- DIMENSIONS ARE TO BACK OF CURB, OUTSIDE FACE OF BUILDING, AND EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
- KEEP THE APPROVED AND/OR MOST CURRENT SET OF PROJECT DRAWINGS ON SITE AT ALL TIMES. CONTRACTOR TO CONFIRM THEY ARE IN POSSESSION OF THE MOST CURRENT DRAWING FILES.

BUILDING SIGN CALCULATION:

1.5 SFT/1 LF FOR FIRST 70 LF PLUS 1.5 SFT/3 LF  
FRONT 1.5\* 34'-7" SFT. = 52 SFT.  
SIDE 1.5\* 28'-3" SFT. = 42 SFT.

SIGN CALCULATION:

2 SFT/4 LF FOR FIRST 190 LF PLUS 2 SFT/10 LF  
MAX. 100 SFT  
190/4\*2+279/10\*2 = 150.8 SFT.  
USE MAXIMUM 100 SFT. SIGN.

PARKING QUANTITIES

REQUIRED PARKING:

1 SPACE PER ROOM PLUS 1 PER EMPLOYEE  
122+5 = 127

PROVIDED PARKING:

129 TOTAL SPACES PROVIDED

PARKING LOT LANDSCAPING:

1 TREE AND 100 SFT. PER 12 SPACES =  
129/12 = 11 TREES AND 1,100 SFT.  
A = 104.14 SFT.  
B = 104.14 SFT.  
C = 152.00 SFT.  
D = 169.27 SFT.  
E = 334.68 SFT.  
F = 140.14 SFT.  
G = 140.14 SFT.  
H = 270.00 SFT.  
I = 104.14 SFT.  
TOTAL 1518.65 SFT.

GREEN SPACE CALCULATION:

6.7 ACRES x .30 = 2.01 ACRES  
2.01 x .75 = 1.5 ACRES. CAN BE  
WETLANDS AND STORM WATER POND.  
WETLANDS/WOODS = 0.26 ACRES  
POND = 0.39 ACRES, TOTAL = 0.65 ACRES  
2.01-0.65 = 1.36 ACRES (59,300 SFT.)  
GREEN SPACE REQ'D. FOR ENTIRE 6.7 ACRES.  
GREEN SPACE ON HOTEL SITE: 61,900 SFT.

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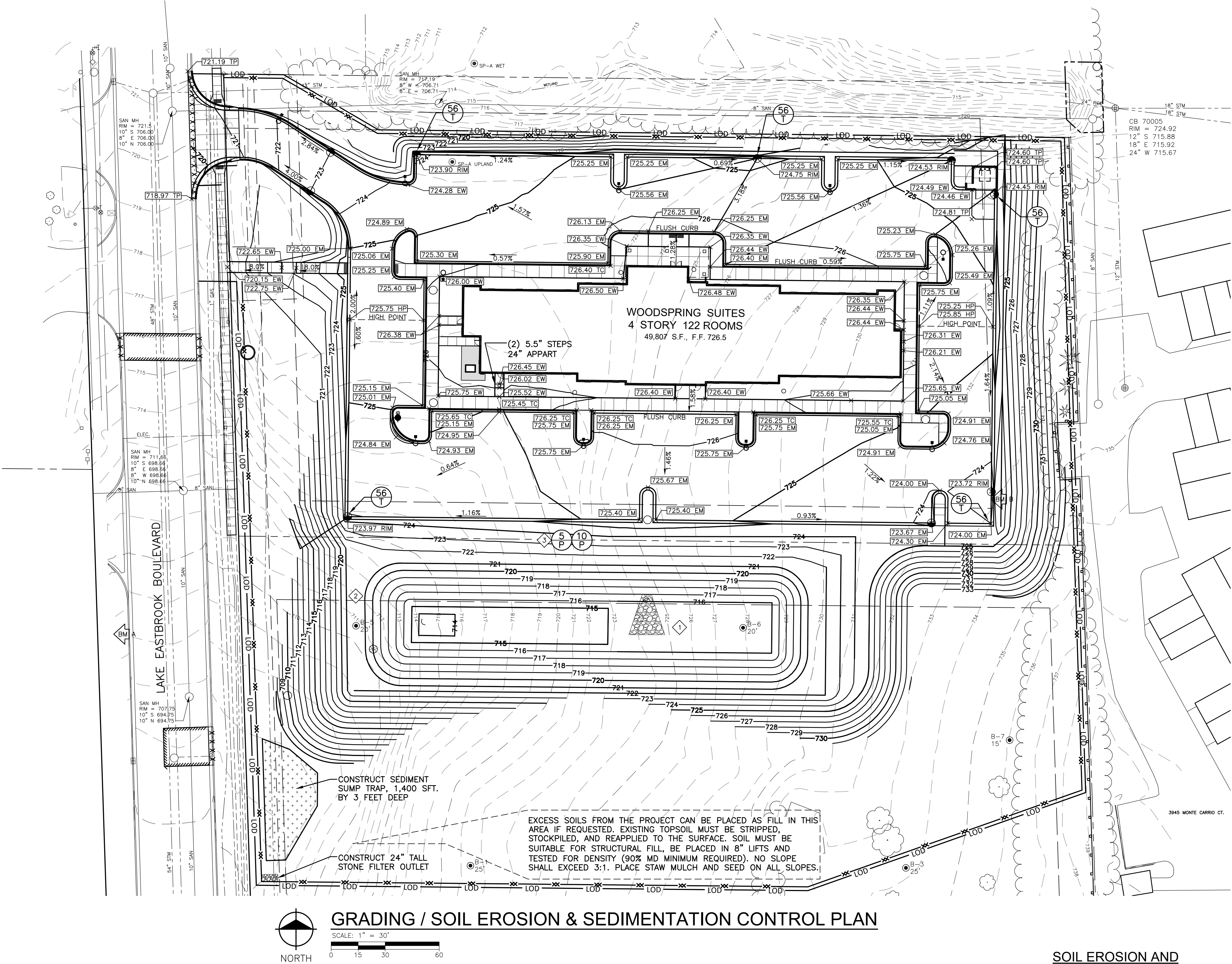
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SHEET NO.

C201





CITY OF KENTWOOD SOIL EROSION NOTES

- ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL COMPLY WITH ARTICLE 2 OF THE CITY OF KENTWOOD ORDINANCE 78 AND PART 91 OF PUBLIC ACT 451.
- ALL SOIL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS AND IMMEDIATELY FOLLOWING EVERY SIGNIFICANT RAINFALL EVENT.
- ALL EXCESS SPOILS ARE TO BE REMOVED FROM THE SITE. OTHERWISE, STOCKPILES MUST BE PROVIDED WITH TEMPORARY AND PERMANENT STABILIZATION MEASURES.
- EXCESS DIRT IS NOT TO BE PLACED ON ANY AREAS ON OR ADJACENT TO THE SITE WHERE THE PLAN DOES NOT SHOW THE AREA BEING DISTURBED.
- SILT FENCING IS REQUIRED ALONG ALL DOWNSTREAM EDGES OF THE GRADING LIMITS AND MUST REMAIN IN PLACE UNTIL VEGETATION IS UNIFORMLY RE-ESTABLISHED. THE SILT FENCE MUST BE TOED IN A MINIMUM OF 6 INCHES ALONG ITS BASE.
- ALL DISTURBED BANKS EQUAL TO OR GREATER THAN 4:1 AND THE DETENTION BASIN BANKS AND BOTTOM MUST BE COVERED WITH TOPSOIL, SEED AND NORTH AMERICAN GREEN S-15 (OR APPROVED EQUAL) EROSION CONTROL BLANKET. THIS BLANKET, ALONG WITH THE NECESSARY STAPLES OR WOOD PEGS, SHALL BE PLACED PER MANUFACTURER'S RECOMMENDATIONS. SEAMS SHALL BE PLACED PARALLEL TO THE DIRECTION OF SURFACE RUNOFF.
- ALL SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY EARTH MOVING OPERATIONS, AND SHALL BE MAINTAINED UNTIL VEGETATION IS UNIFORMLY RE-ESTABLISHED AND THE SITE IS PERMANENTLY STABILIZED.
- NO SEDIMENT SHALL BE TRACKED ONTO THE ADJACENT PUBLIC STREET AND IF IT DOES OCCUR, IT SHALL BE CLEANED DAILY.
- THE STORM WATER DETENTION BASIN IS TO BE THE FIRST ITEM OF EARTH MOVING AND SHALL BE CONSTRUCTED IN CONJUNCTION WITH THE INSTALLATION OF SOIL EROSION CONTROL MEASURES.

\* DATES ARE APPROXIMATE AND WILL BE REVISED AT PRECONSTRUCTION MEETING.

SESC SCHEDULE AND SEQUENCING	AUG 2021	SEP 2021	OCT 2021	NOV 2021	APR 2022	MAY 2022	JUN 2022
STABILIZE CONSTRUCTION ENTRANCE							
INSTALL PHASE 1 BMP'S							
CONSTRUCT AND STABILIZE SEDIMENTATION BASIN							
CONSTRUCT AND STABILIZE DETENTION BASIN							
STRIP TOPSOIL							
GRADING							
BUILDING FOOTINGS							
SITE UTILITIES							
SITE PAVING							
LANDSCAPE & FINAL RESTORATION							

SOIL EROSION AND SEDIMENTATION CONTROL KEY

KEY	DETAIL	NOTES
5	Seeding	See specifications for type of seeding to be used in each area.
10	Mulching	See drawing notes or specifications for type of mulch blanket to be used in specific area.
54	Geotextile Silt Fence	See detail sheet C502, see drawing notes for type of fence to be used in given areas.
56	Catch Basin, Filter Bag	See detail on sheet C502.
57	Stabilized Construction Access	See detail on sheet C502.

BENCH MARKS

BENCH MARK A ELEVATION: 710.39  
CHISELED "X" ON THE EAST-SOUTHEASTERLY FLANGE  
BOLT OF HYDRANT ON WEST SIDE OF EASTBROOK  
BOULEVARD SE 55°± SOUTH OF DRIVEWAY TO MSA  
SPORTS SPOT BUILDING #3701

BENCH MARK B ELEVATION: 734.19  
COTTON SPINDLE IN WESTERLY FACE OF 12" DIAMETER  
DOUBLE TRUNK ELM TREE APPROXIMATELY 41'±  
SOUTHWEST OF CORNER OF BITUMINOUS PARKING  
AREA SURFACE ON VILLA RIDGE DRIVE SOUTHEAST

BENCH MARK C ELEVATION: 733.34  
COTTON SPINDLE IN WESTERLY FACE OF  
OLD UTILITY POLE ON NORTH SIDE OF  
32ND STREET, 190'± NORTH OF HOUSE #3800

BENCH MARK D ELEVATION: 704.60  
CHISELED "X" ON NORTHERLY FLANGE BOLT ON  
HYDRANT AT NORTHWEST CORNER OF INTERSECTION  
OF LAKE EASTBROOK BOULEVARD & 32ND STREET

SYMBOL LEGEND

- 725- EXISTING MAJOR CONTOUR
- 724- EXISTING MINOR CONTOUR
- 725- PROPOSED MAJOR CONTOUR
- 724- PROPOSED MINOR CONTOUR
- (L) LANDING (2% MAX. SLOPE ALL DIRECTIONS)
- (R) RAMP
- 724.50 XX SPOT ELEVATION
- EM EDGE OF METAL
- EW EDGE OF WALK
- FF FINISH FLOOR
- GR GRADE ELEVATION
- HP HIGH POINT
- LP LOW POINT
- TW TOP OF WALL
- LOD LIMITS OF DISTURBANCE 4.45 ACRES

NOTES

- FINISH GRADE OF SOIL EDGES ALONG PAVEMENT TO MATCH EDGE OF PAVEMENT.
- STRIP AND STOCKPILE TOPSOIL FROM GRADING AREAS. USE STOCKPILED TOPSOIL AND IMPORTED TOPSOIL AS NECESSARY FOR SURFACE RESTORATION.
- GRADES SHOWN ARE FINAL SURFACE GRADES AFTER COMPLETION OF SURFACE IMPROVEMENTS AND PLACEMENT OF TOPSOIL.
- GRADE AREAS AT SITE PERIMETER TO MATCH GRADES OF ADJACENT PARCELS.
- REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF PROPERLY IN ACCORDANCE WITH APPLICABLE REGULATIONS.
- PROVIDE TEMPORARY GRADING FEATURES SUCH AS BERMS, SWALES, SUMPS AND BASINS TO MANAGE INTERIM STORM WATER RUNOFF DURING CONSTRUCTION PROCESS. STORM WATER RUNOFF LEAVING THE SITE SHALL MEET ALL FEDERAL, STATE AND LOCAL QUALITY REQUIREMENTS.
- THERE IS NO 100 YEAR FLOODPLAIN ON THE PROPERTY.
- THERE ARE NO WETLANDS ON THE AREA BEING DEVELOPED. THE ONLY WETLANDS ON THE SITE ARE AT THE FAR NORTH END OF THE SITE, WHICH IS NOT BEING DISTURBED.

SOIL EROSION KEY NOTES

- CONSTRUCTION OF DETENTION BASIN AND SIDE SLOPE STABILIZATION MUST BE STARTED IMMEDIATELY AFTER BUILDING PAD IS COMPLETED. RESTORE BASIN SLOPES WITH TOPSOIL, SEED, AND STRAW MULCH BLANKET AS SOON AS PRACTICAL WITH THE GOAL GRASS ESTABLISHMENT BEFORE STORM WATER FROM PARKING LOT IS DIRECTED TO POND.
- CONSTRUCTION OF DETENTION BASIN BERM (FILL AREA) MUST BE CONSTRUCTED WITH NATIVE SITE CLAY. FILL TO BE PLACED IN 8" LIFTS AND TESTED DURING ENTIRE FILL OPERATION TO MEET A MINIMUM OF 90% MAXIMUM DENSITY.
- 1:3 SIDE SLOPES TO BE TOPSOILED AND SEEDED WITH STRAW MULCH BLANKET WITHIN (7) DAYS OF ACHIEVING FINAL GRADE. UNDER NO CIRCUMSTANCES WILL THE SLOPES BE LEFT UNSTABILIZED DURING THE REMAINDER OF CONSTRUCTION.
- CONSTRUCT A 4' PRECAST MANHOLE OVER TOP OF EXISTING 12" CULVERT PIPE WITH A 4' DEEP SUMP FOR OUTLET CONTROL OF STORM WATER. SEE DETAIL ON C502. CONSTRUCT A 250 SFT. SEDIMENT SUMP 3' DEEP. REMOVE SEDIMENT TO MAINTAIN DEPTH DURING CONSTRUCTION.
- SITE SOILS ARE PREDOMINATELY CLAY. SEE GEOTECHNICAL REPORT FOR BORING LOGS. SEE PROJECT SPECIFICATIONS FOR SOIL COMPACTION AND TESTING REQUIREMENTS.

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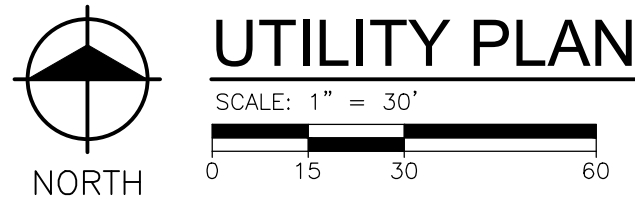
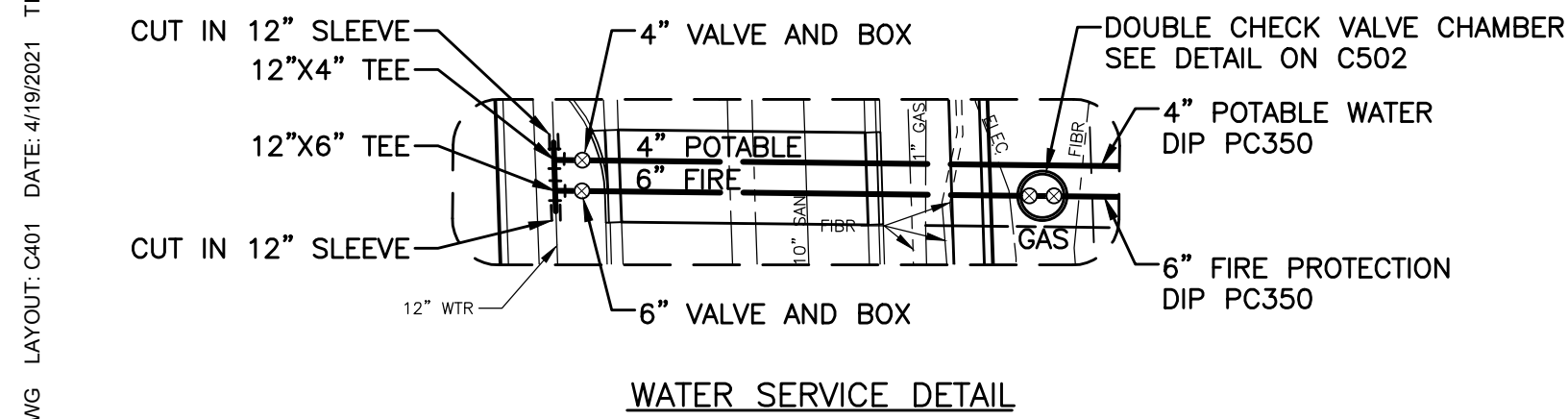
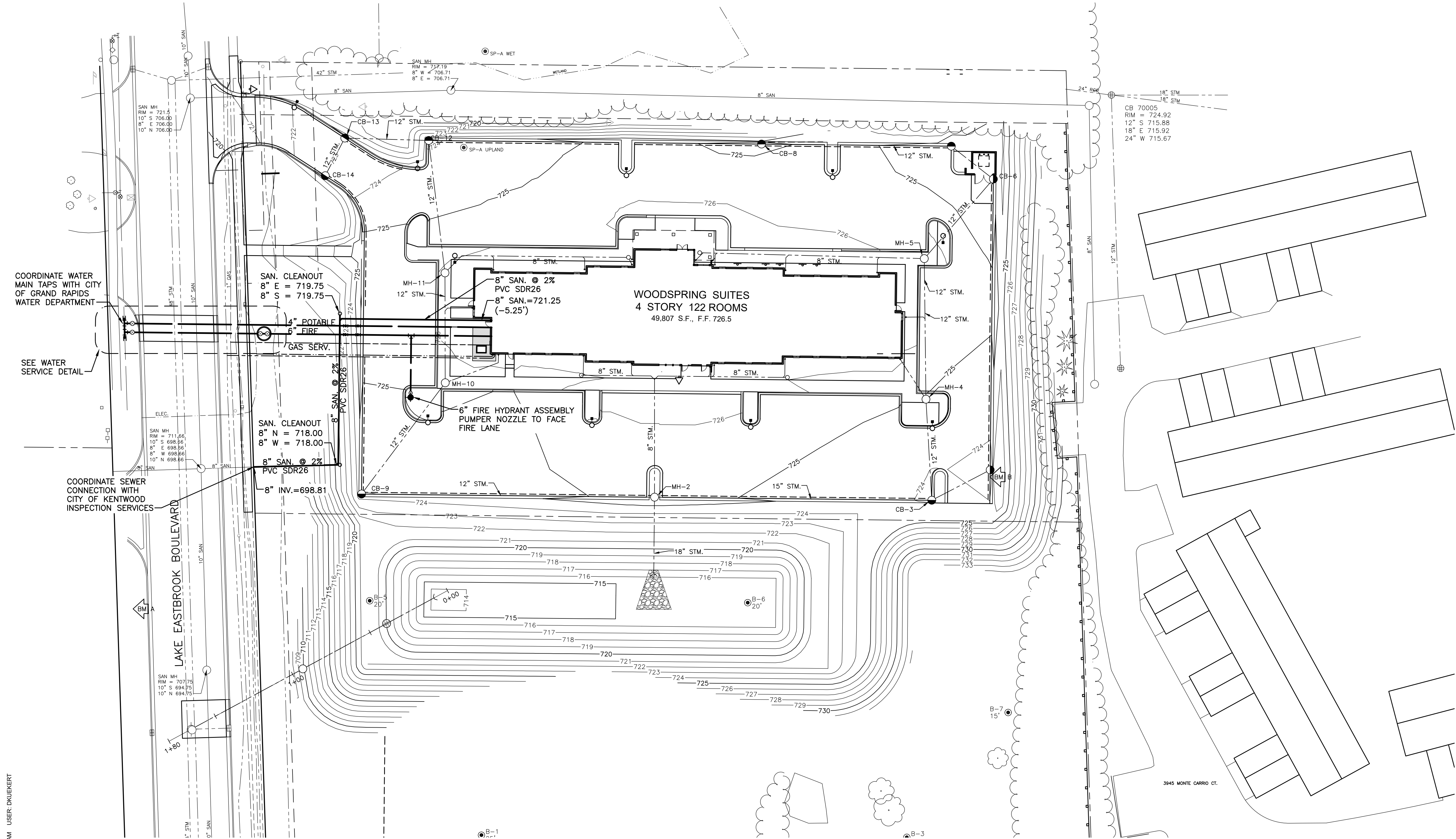
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SHEET NO.

C301





#### BENCH MARKS

- BENCH MARK A ELEVATION: 710.39  
CHISELED "X" ON THE EAST-SOUTHEASTERLY FLANGE  
BOLT OF HYDRANT ON WEST SIDE OF EASTBROOK  
BOULEVARD SE 55'± SOUTH OF DRIVEWAY TO MSA  
SPORTS SPOT BUILDING #3701
- BENCH MARK B ELEVATION: 734.19  
COTTON SPINDLE IN WESTERLY FACE OF 12" DIAMETER  
DOUBLE TRUNK ELM TREE APPROXIMATELY 41'±  
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CHISELED "X" ON NORTHERLY FLANGE BOLT ON  
HYDRANT AT NORTHWEST CORNER OF INTERSECTION  
OF LAKE EASTBROOK BOULEVARD & 32ND STREET

#### SYMBOL LEGEND

- 8" SAN. SANITARY SEWER & MANHOLE
- WYE & LEAD
- RISER & LEAD
- STANDARD SEWER CLEANOUT
- 12" STORM STORM SEWER & MANHOLE
- CATCH BASIN
- UNDERDRAIN
- 8" WATER WATER MAIN
- VALVE & BOX
- VALVE & CHAMBER
- METER
- PLUG
- STANDARD FIRE HYDRANT ASSEMBLY
- CURB STOP & BOX
- GAS MAIN
- ELECTRIC
- TELEPHONE/FIBER OPTIC

#### NOTES

- EXISTING UTILITIES LOCATIONS SHOWN ARE APPROXIMATE.
- VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO EXCAVATION WHERE NECESSARY.
- PROTECT AND MAINTAIN SERVICE OF OTHER UTILITIES AT CROSSINGS.
- DO NOT CONNECT ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER SERVICES TO THE SANITARY SEWER.
- END SECTIONS ARE INCLUDED IN PIPE LENGTHS SHOWN.
- PROVIDE RIPRAP AT ALL END SECTIONS UNLESS OTHERWISE NOTED.
- PROVIDE AND MAINTAIN INLET FILTERS AT ALL CATCH BASIN INLETS, DURING CONSTRUCTION.
- WATER MAIN TO HAVE A MINIMUM OF 5.5 FEET OF COVER.
- FIRE HYDRANTS LOCATED IN CURB ISLAND OR GREEN SPACE SHALL BE LOCATED 5' FROM BACK OF CURB OR EDGE OF PAVEMENT (TYP.).
- PROVIDE A MINIMUM OF EIGHTEEN (18) INCHES OF VERTICAL SEPARATION AND TEN (10) FEET OF HORIZONTAL SEPARATION BETWEEN THE WATER MAIN AND ALL SANITARY AND STORM SEWERS.
- FACE PUMPER NOZZLE OF SITE FIRE HYDRANTS TOWARD FIRE LANE.
- ADJUST ALL CASTINGS TO FINISH GRADES.
- PIPE LENGTHS ARE TO CENTER OF STRUCTURES UNLESS NOTED OTHERWISE. ALL PIPE LENGTHS ARE FOR THE CONVENIENCE OF THE CONTRACTOR.

#### KEY NOTES

- 6" PVC SLEEVE W/ CAPPED ENDS, EXTEND 3' BEYOND CURB W/ 18" MIN. COVER. (TYP.)
- GAS COMPANY WILL PROVIDE GAS SERVICE TAP, METER, AND REGULATOR, AND INSTALL THE NEW GAS SERVICE TO THE PROPERTY LINE. INSTALL GAS PIPE FROM GAS COMPANY SERVICE LEAD TO BUILDING AND INSTALL THE METER AND REGULATOR.

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3 full working days before you dig:  
1-800-482-7171  
on the web at: www.missdig.org

Concord Hospitality WP COL, LLC

3781 32nd Street SE, Kentwood, Michigan

Woodsprings Suites

NOT FOR  
CONSTRUCTION

4/19/2021   SITE PLAN APPROVAL	
Drawn By	B. McDowell
Designer	A. Mourand
Reviewer	
Manager	A. Mourand

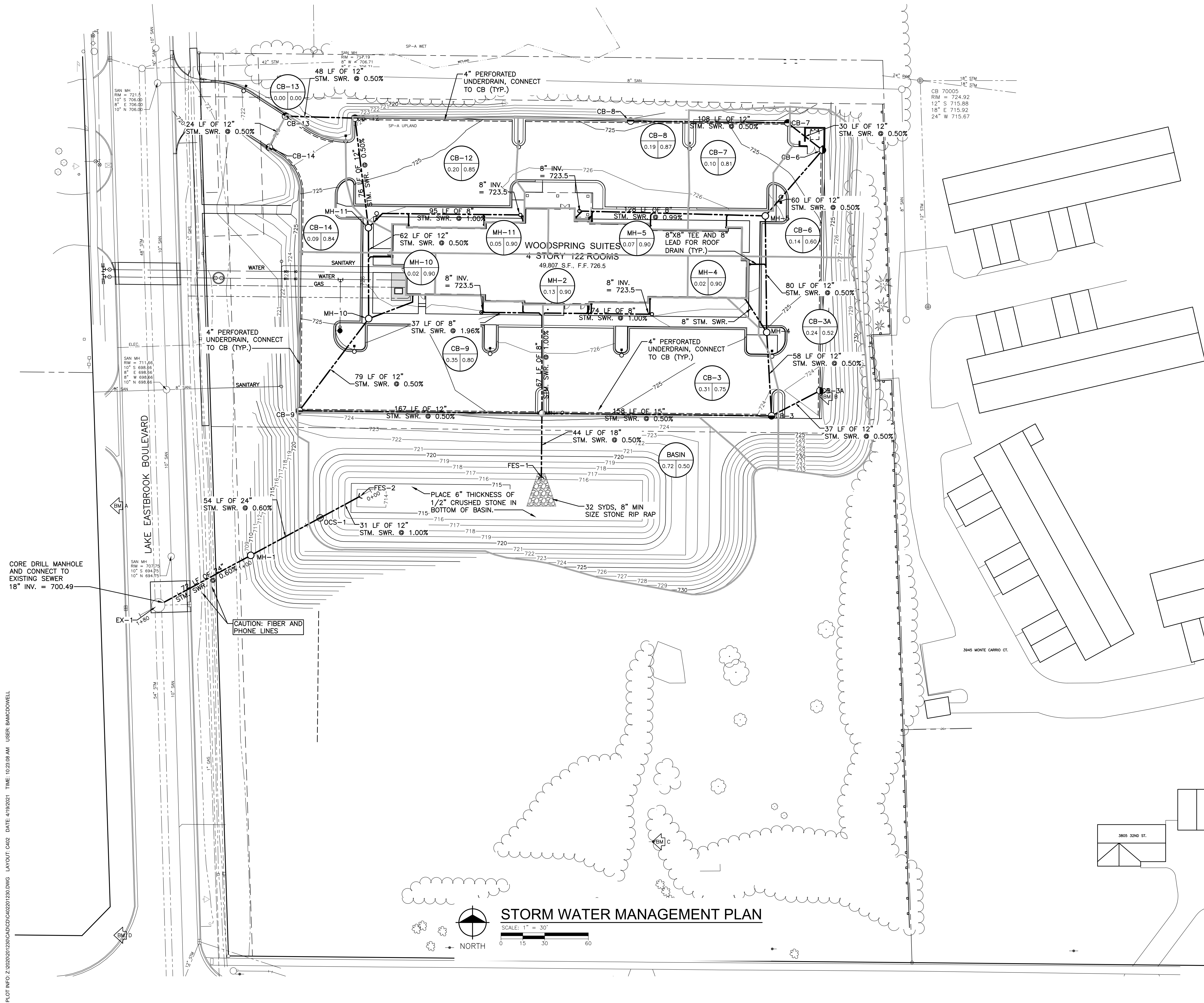
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PROJECT NO.  
201230

SHEET NO.

C401





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BENCH MARKS

BENCH MARK A

ELEVATION: 710.39

CHISELED "X" ON THE EAST-SOUTHEASTERLY FLANGE BOLT OF HYDRANT ON WEST SIDE OF EASTBROOK BOULEVARD SE 55'± SOUTH OF DRIVEWAY TO MSA SPORTS SPOT BUILDING #3701

BENCH MARK B

ELEVATION: 734.19

COTTON SPINDLE IN WESTERLY FACE OF 12" DIAMETER DOUBLE TRUNK ELM TREE APPROXIMATELY 41'± SOUTHWEST OF CORNER OF BITUMINOUS PARKING AREA SURFACE ON VILLA RIDGE DRIVE SOUTHEAST

BENCH MARK C

ELEVATION: 733.34

COTTON SPINDLE IN WESTERLY FACE OF OLD UTILITY POLE ON NORTH SIDE OF 32ND STREET, 190'± NORTH OF HOUSE #3800

BENCH MARK D

ELEVATION: 704.60

CHISELED "X" ON NORTHERLY FLANGE BOLT ON HYDRANT AT NORTHWEST CORNER OF INTERSECTION OF LAKE EASTBROOK BOULEVARD & 32ND STREET

SYMBOL LEGEND

TRIBUTARY DRAINAGE BOUNDARY

AREA

ACRE "C"

TRIBUTARY AREA TAG

STORMWATER MANAGEMENT SUMMARY

WOODSPRINGS SUITES – KENTWOOD STORM WATER DESIGN DATA

THE DESIGN CRITERIA FOR THE STORM WATER SYSTEM IS TO MEET THE 10-YEAR, 24-HOUR STORM EVENT.

EMERGENCY OUTLET

DESIGN CRITERIA IS 10 YEAR STORM FOR ENTIRE SITE AT SITE C VALUE. ASSUME SITE C = 0.75, Tc = 20 MIN, I = 3.5 IN/HR. OUTLET = C\*A\*I = 6.67\*0.75\*3.5 = 17.5 CFS

DETENTION BASIN BASIS OF DESIGN

WOODSPRINGS SUITES – KENTWOOD STORM WATER DESIGN DATA

DRAINAGE AREA: 6.67 ACRES

RELEASE RATE = 2.20 cfs (0.33 cfs/A)

REQUIRED STORAGE: 29,060 cft (.667 ACRE-FEET, 0.1 ACRE-FEET PER ACRE)

PROVIDED STORAGE: 42,176 cft (EL. 720.0)

TOP OF BERM: EL. 721.0

STRUCTURE DATA				
STRUCTURE	RIM	SIZE	INVERT	ELEVATION
CB-3	723.67	48"	12" NE. 15" W. 12" N.	719.17 719.07 719.17
CB-3A	724.50	48"	12" SW.	719.36
CB-6	724.45	48"	12" SW. 12" NW.	720.36 720.46
CB-7	724.53	48"	12" SE. 12" W.	720.61 720.71
CB-8	724.75	48"	12" E.	721.25
CB-9	723.97	48"	12" NE. 12" E. 12" S.	717.65 717.55 720.12
CB-12	723.90	48"	12" W. 12" S.	719.04 718.94
CB-13	723.00	48"	12" SW. 12" E.	719.38 719.28
CB-14	723.00	48"	12" NE.	719.50
EX-1	707.13	72"	24" NE. 48" N. 54" S. 12" E.	700.49 697.92 696.40 696.92
FES-1	718.11	48"	18" N.	716.40
FES-2	715.17	48"	12" SW.	714.00
MH-1	709.76	48"	24" NE. 24" SW.	704.81 700.92
MH-2	725.75	48"	15" E. 18" S. 12" W. 8" N.	718.28 716.62 716.72 722.09
MH-4	725.44	48"	12" N. 12" S. 8" NW.	719.56 719.46 723.23
MH-5	726.24	48"	12" NE. 12" S. 8" W.	720.06 719.96 722.23
MH-10	725.70	48"	12" N. 12" SW. 8" E.	718.15 718.05 723.18
MH-11	726.07	48"	12" N. 12" S. 8" NE.	718.56 718.46 722.41
OCS-1	719.98	48"	12" NE. 24" SW.	713.69 705.14

CONCORD HOSPITALITY WP COL, LLC

3781 32nd Street SE, Kentwood, Michigan

WOODSPRINGS SUITES

NOT FOR CONSTRUCTION

4/19/2021 | SITE PLAN APPROVAL

Drawn By

Designer

Reviewer

Manager

B. McDowell

A. Mourand

A. Mourand

A. Mourand

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PROJECT NO.

201230

SHEET NO.

C402

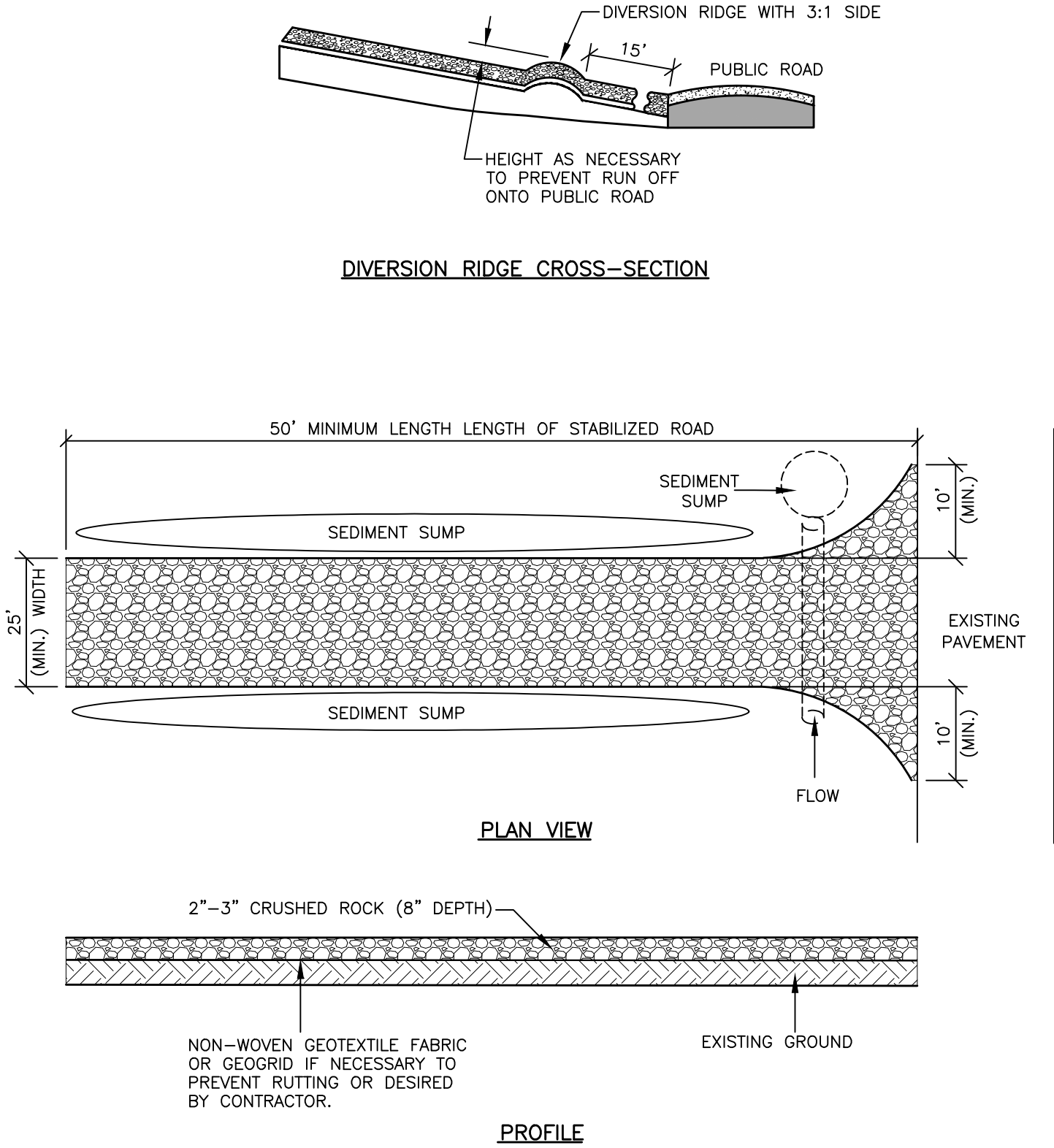
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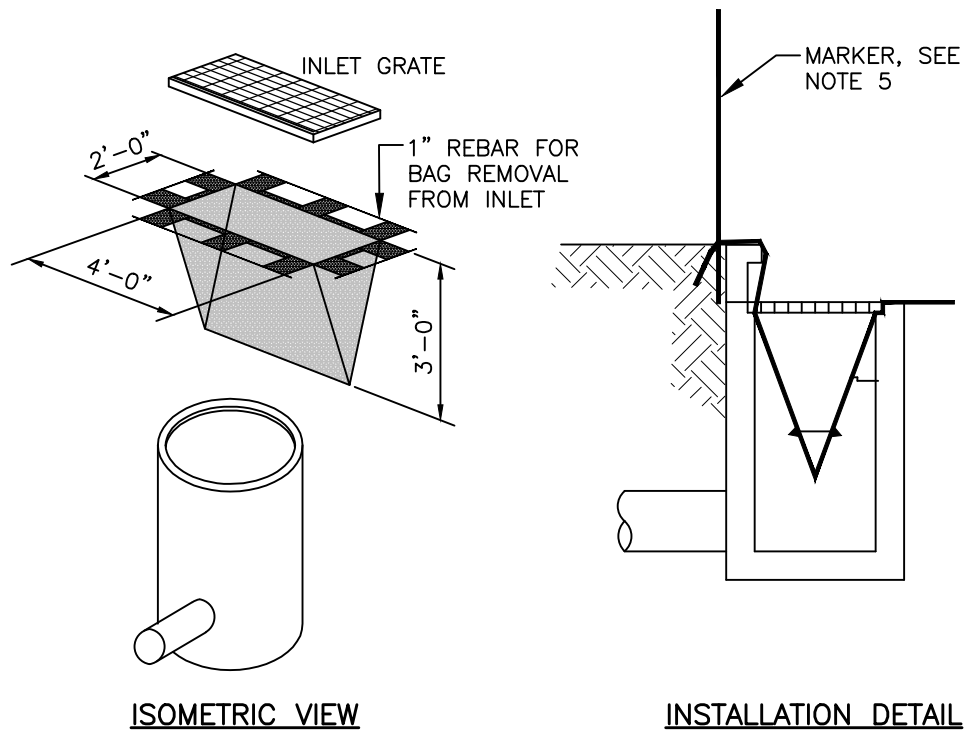






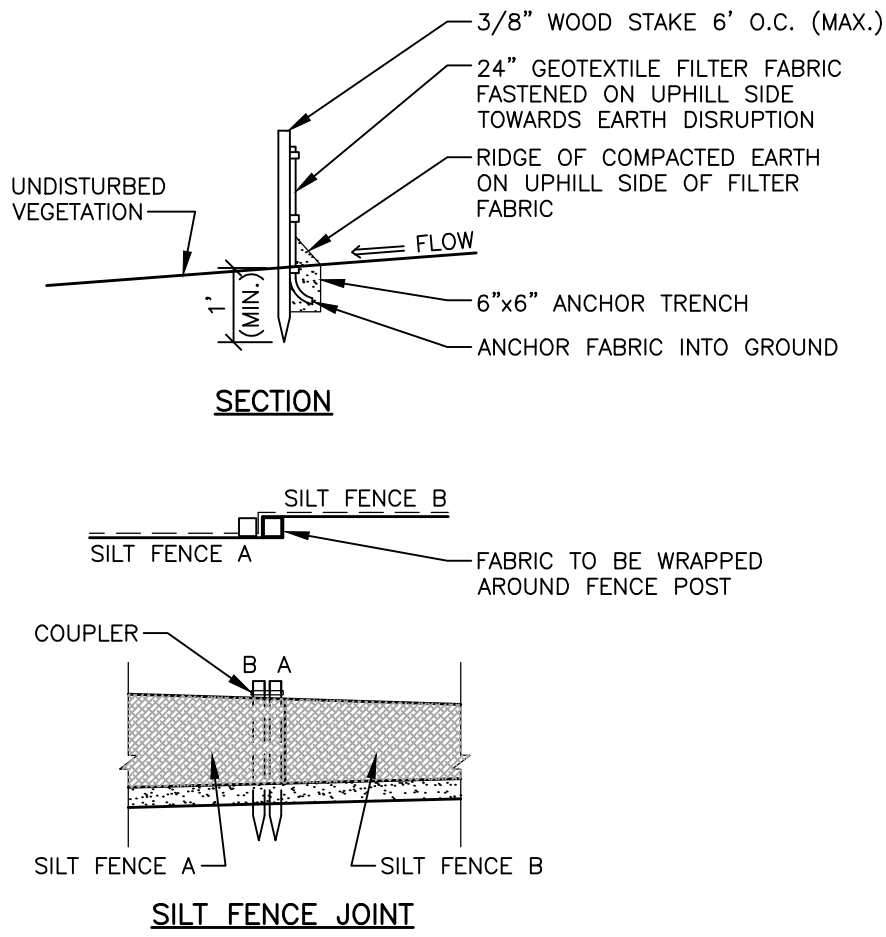
- NOTES:**
1. ESTABLISH STABILIZED CONSTRUCTION ENTRANCE PRIOR TO THE INITIATION OF SITE CONSTRUCTION ACTIVITIES IN LOCATON SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
  2. REMOVE ALL VEGETATION, TOPSOIL, AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA.
  3. GRADE FOUNDATION AND CROWN FOR POSITIVE DRAINAGE AWAY FROM PUBLIC ROAD IF POSSIBLE. IF THE SLOPE OF THE CONSTRUCTION ENTRANCE IS TOWARD A PUBLIC ROAD AND EXCEEDS TWO PERCENT, CONSTRUCT AN EIGHT INCH HIGH DIVERSION RIDGE WITH A RATIO OF 3-TO-1 SIDE SLOPES ACROSS THE FOUNDATION AREA ABOUT 15 FEET FROM THE ENTRANCE TO DIVERT RUNOFF AWAY FROM THE ROAD.
  4. INSTALL A CULVERT PIPE UNDER THE PAD IF NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE.
  5. PLACE AGGREGATE TO THE DIMENSIONS AND GRADE SHOWN IN THE CONSTRUCTION PLANS, LEAVING THE SURFACE SMOOTH AND SLOPED FOR DRAINAGE.
  6. DIVERT ALL STORM WATER RUNOFF AND DRAINAGE FROM THE INGRESS,/EGRESS PAD TO A SEDIMENT TRAP OR BASIN.
  7. INSPECT DAILY.
  8. RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.
  9. TOP DRESS WITH CLEAN AGGREGATE AS NEEDED.
  10. IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS.
  11. FLUSHING SHOULD ONLY BE USED IF THE WATER CAN BE CONVEYED INTO A SEDIMENT TRAP OR BASIN.

**57 STABILIZED CONSTRUCTION ACCESS**  
NO SCALE



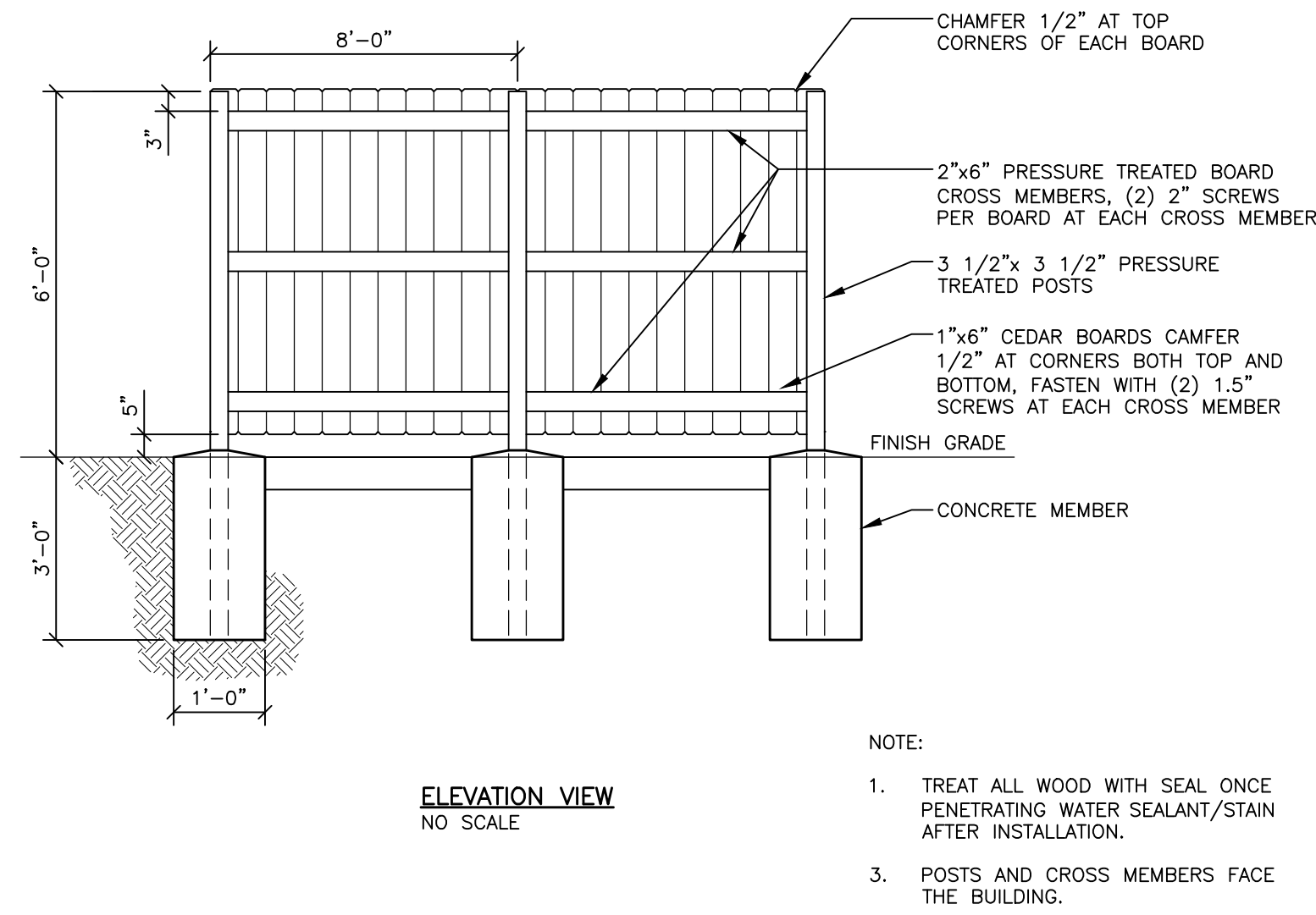
- NOTES:**
1. PLACE FILTER FABRIC BAG INSIDE THE INLET BENEATH THE GRATE.
  2. REPLACE GRATE, WHICH WILL HOLD BAG IN PLACE.
  3. ANCHOR FILTER BAG SO IT WILL NOT DROP INTO CATCH BASIN.
  4. EXTEND FLAPS OF BAG BEYOND THE BAG. BURY IN SOIL IN EARTH AREAS.
  5. IF CATCH BASIN IS IN A LOW DEPRESSION - MARK CB LOCATION WITH A MARKER TO ASSIST LOCATING CATCH BASIN IF FLOODING OCCURS.
  6. INSPECT DROP INLET FILTERS ROUTINELY AND AFTER EACH RAIN EVENT.
  7. REPLACE DAMAGED FILTER BAGS IMMEDIATELY.
  8. CLEAN AND/OR REPLACE FILTER BAG WHEN 1/2 FULL. REPLACE CLOGGED FABRIC IMMEDIATELY.
  9. VACUUM OUT CATCH BASIN SUMP IF FILTER BAG TEARS.
  10. REMOVE ENTIRE PROTECTIVE MECHANISM WHEN UPGRADIENT AREAS ARE STABILIZED AND STREETS HAVE BEEN SWEEP AND/OR DIRECTED BY ENGINEER/OWNER.

**56 INLET PROTECTION - FABRIC DROP**  
NO SCALE

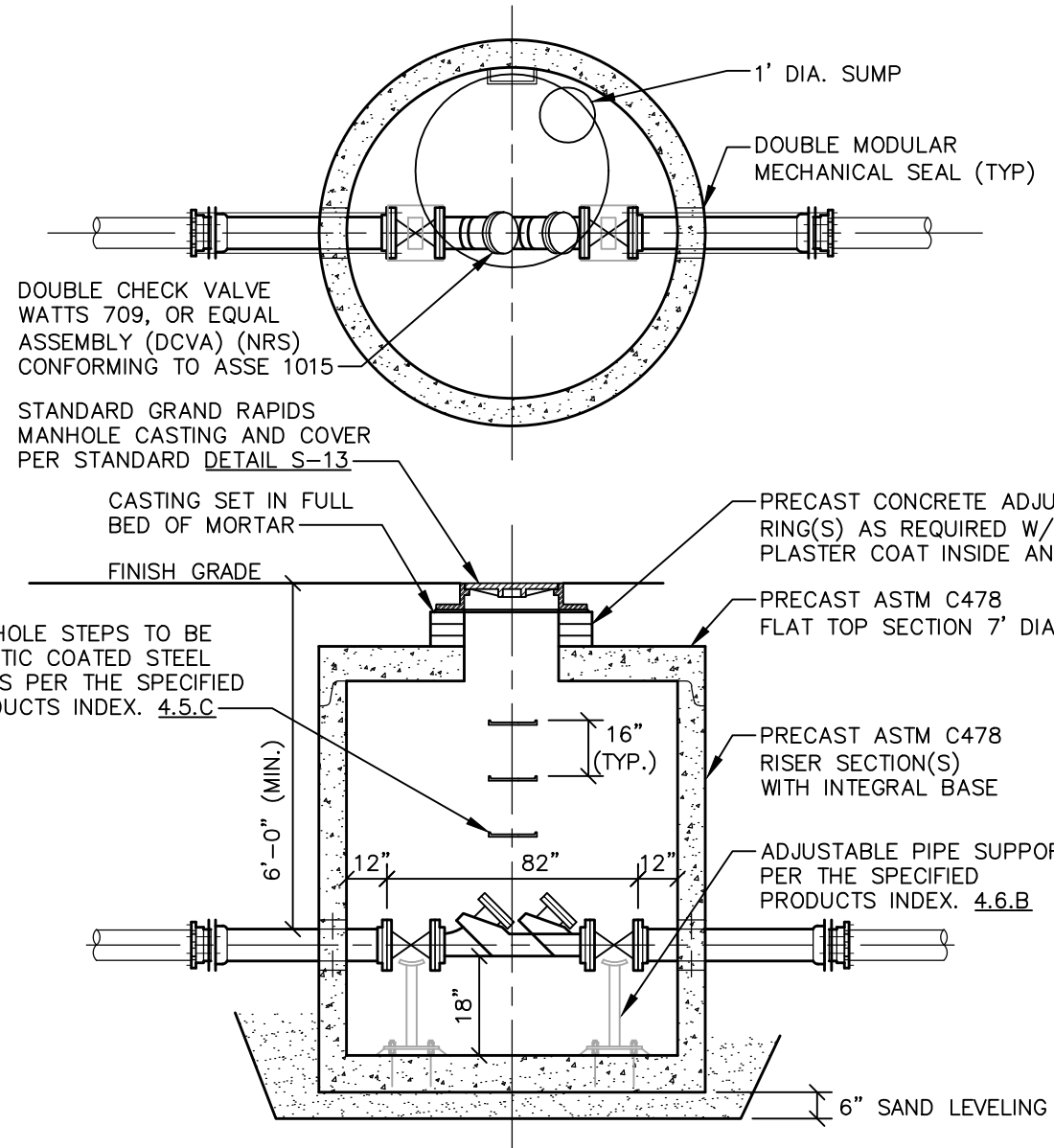


- NOTES:**
1. CONSTRUCT SILT FENCE BEFORE UPSLOPE GROUND COVER IS REMOVED. CLEARING, GRUBBING, AND STUMPING CAN OCCUR BEFORE SILT FENCE INSTALLATION IF GROUND COVER IS NOT REMOVED.
  2. PLACE ALL SILT FENCE PARALLEL TO THE SLOPE AS POSSIBLE SO THAT WATER WILL NOT CONCENTRATE AT LOW POINTS IN THE FENCE AND SO THAT SMALL SWALES OR DEPRESSIONS THAT MAY CARRY SMALL CONCENTRATED FLOWS TO THE SILT FENCE ARE DISSIPATED ALONG ITS LENGTH.
  3. INSTALL ENDS OF THE SILT FENCES UPSLOPE 12" IN ELEVATION SO THAT WATER PONDED BY THE SILT FENCE WILL BE PREVENTED FROM FLOWING AROUND THE ENDS.
  4. INSTALL THE TRENCH WITH A TRENCHER, CABLE LAYING MACHINE, SLICING MACHINE, OR OTHER SUITABLE DEVICE THAT WILL ENSURE AN ADEQUATELY UNIFORM TRENCH DEPTH.
  5. WHERE TWO SECTIONS OF PREFABRICATED SILT FENCE ARE COMBINED INTO ONE RUN, THE END POSTS SHALL BE CONNECTED TOGETHER, NOT SIMPLY OVERLAPPED.
  6. SILT FENCE SHALL ALLOW RUNOFF TO PASS ONLY AS DIFFUSE FLOW THROUGH THE GEOTEXTILE. IF RUNOFF OVERTOPS THE SILT FENCE, FLOWS AROUND THE ENDS, OR IN ANY OTHER WAY BECOMES A CONCENTRATED FLOW, ONE OF THE FOLLOWING SHALL BE PERFORMED, AS APPROPRIATE: A) AN ADDITIONAL RUN OF SILT FENCE SHALL BE PLACED UPSTREAM, B) THE LAYOUT OF THE SILT FENCE SHALL BE CHANGED, C) ACCUMULATED SEDIMENT SHALL BE REMOVED, OR D) OTHER BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED.
  7. INSPECT FREQUENTLY AND IMMEDIATELY AFTER EACH STORM EVENT. CHECK SEVERAL TIMES DURING PROLONGED STORM EVENTS. IF NECESSARY, REPAIR IMMEDIATELY.
  8. REMOVE SEDIMENT DEPOSITS WHEN THE DEPOSIT REACHES APPROXIMATELY ONE-HALF OF THE HEIGHT OF THE SILT FENCE.
  9. REMOVE SILT FENCE ONLY WHEN ALL UPSTREAM VEGETATION IS FULLY ESTABLISHED AND DIRECTED BY ENGINEER/OWNER.

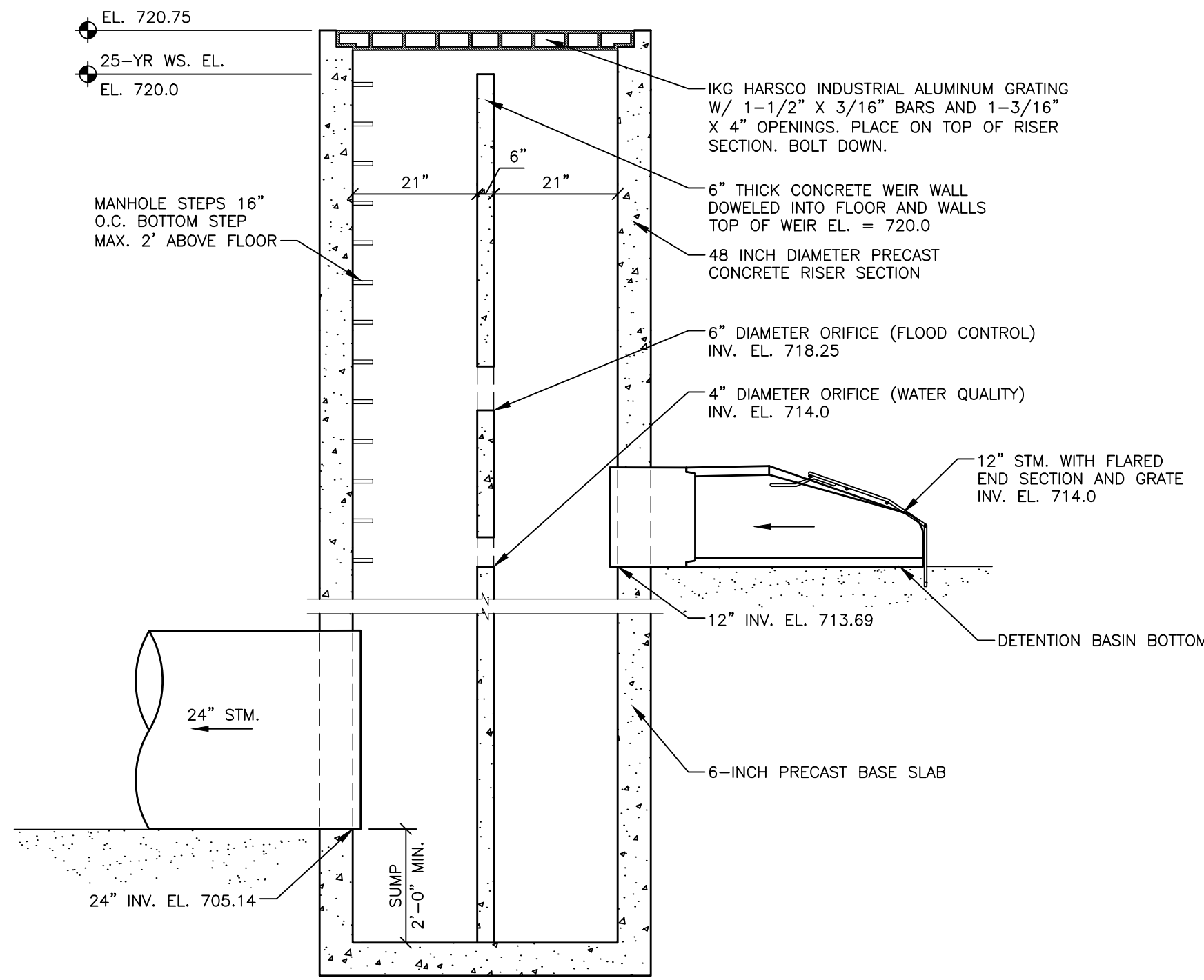
**54 SILT FENCE DETAIL**  
NO SCALE



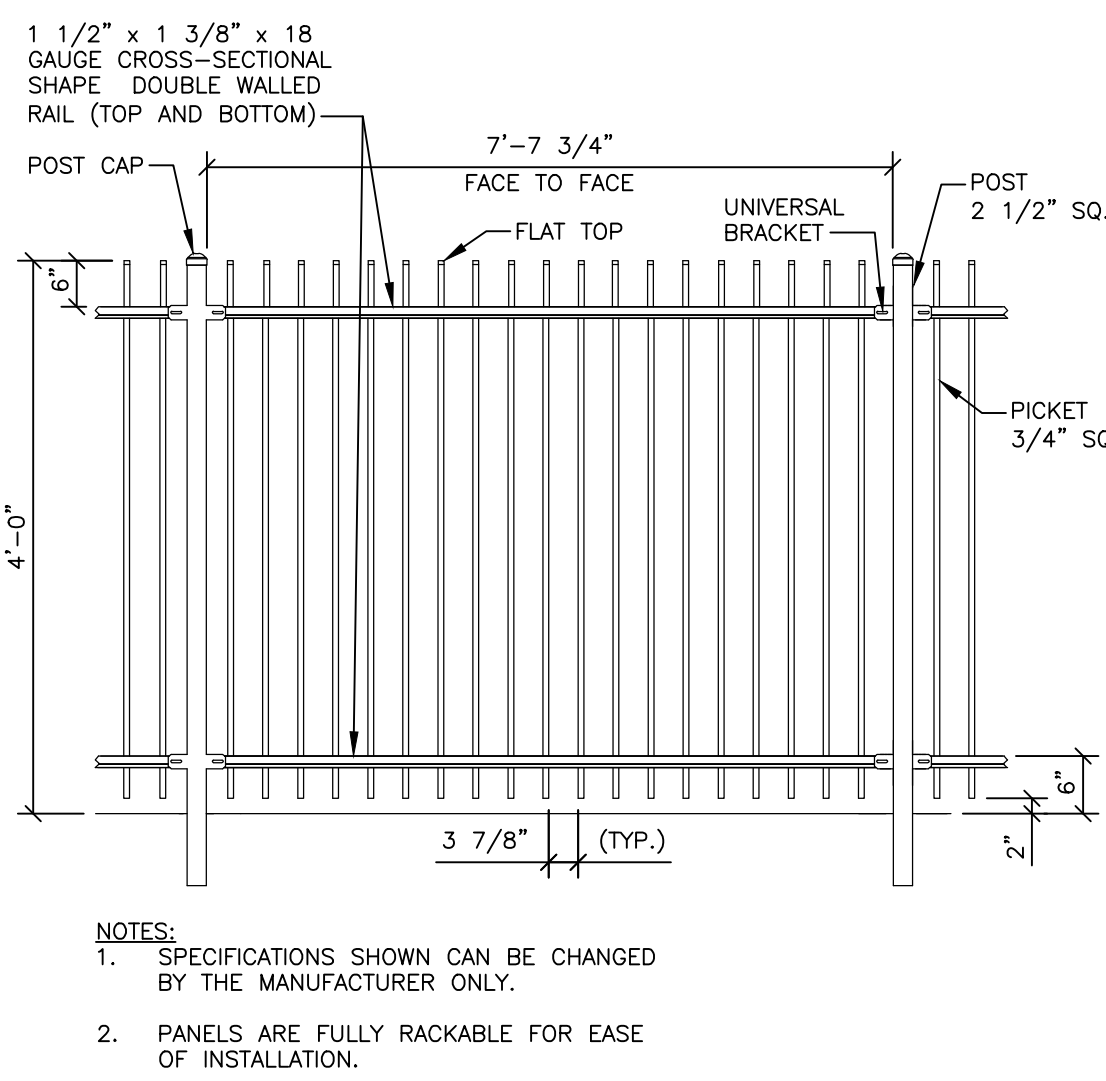
**SOLID DECORATIVE FENCE DETAIL**  
NO SCALE



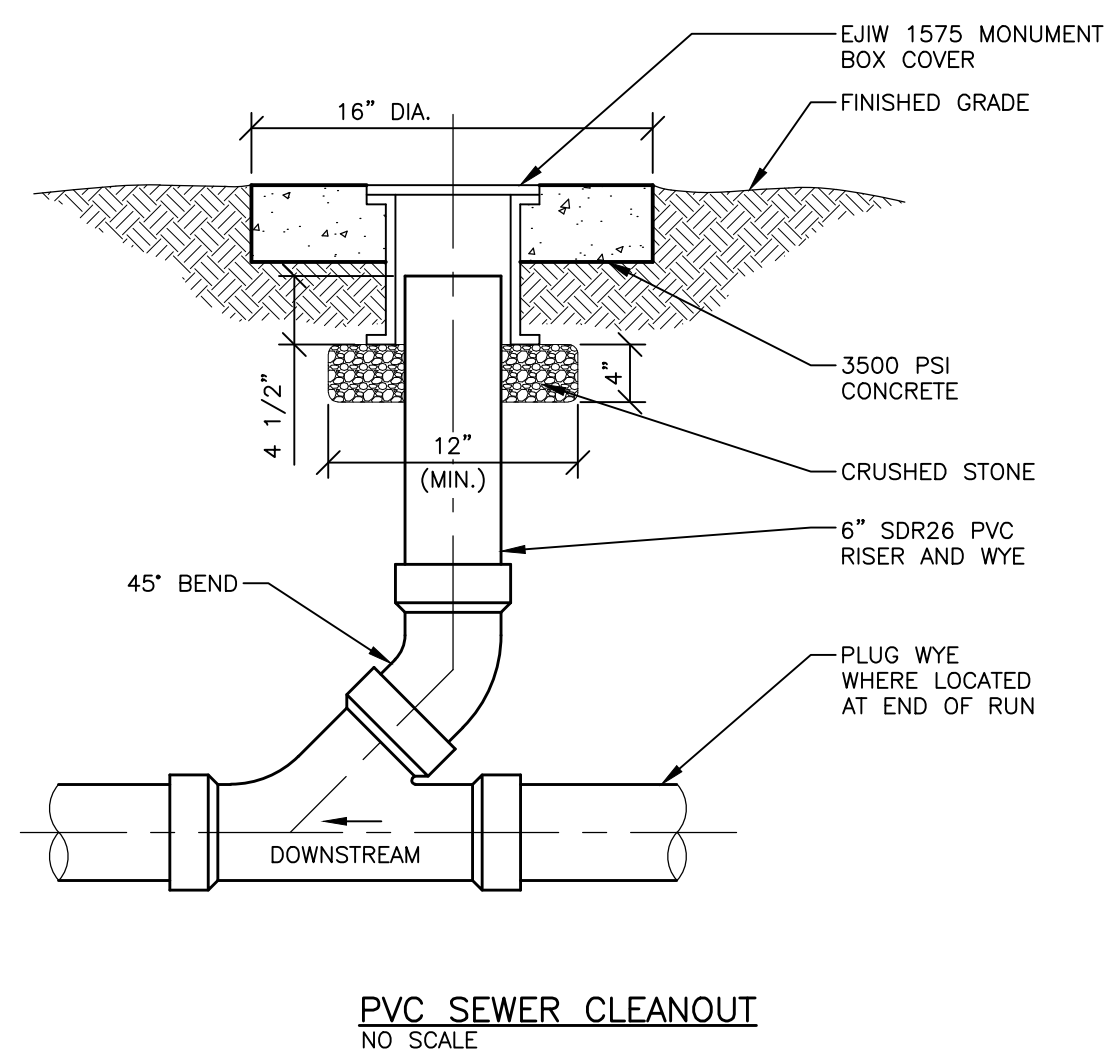
**CHAMBER FOR 4" AND 6" DOUBLE CHECK VALVE ASSEMBLY**  
NO SCALE



**OUTLET CONTROL STRUCTURE OCS-1 DETAIL**  
NO SCALE



**ALUMINUM FENCE DETAIL**  
NO SCALE



**PVC SEWER CLEANOUT**  
NO SCALE

**fishbeck**  
Engineers | Architects | Scientists | Constructors

Concord Hospitality WP COL, LLC

3781 32nd Street SE, Kentwood, Michigan

Woodsprings Suites

REVISIONS

NOT FOR CONSTRUCTION

4/19/2021 | SITE PLAN APPROVAL

Drawn By D. Uekert  
Designer A. Mourand  
Reviewer  
Manager A. Mourand

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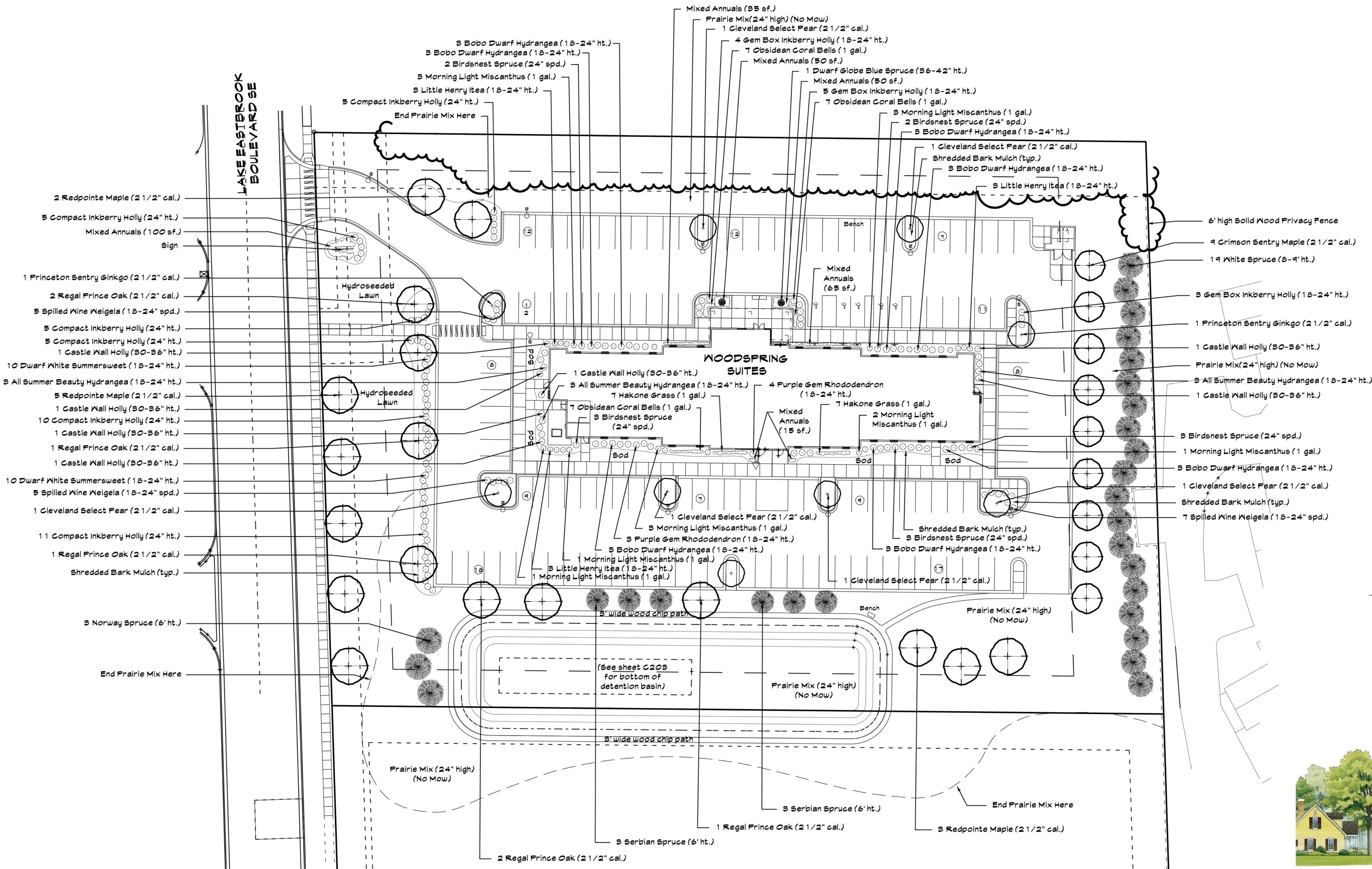
PROJECT NO.  
201230

SHEET NO.

C502

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**Ordinance:**

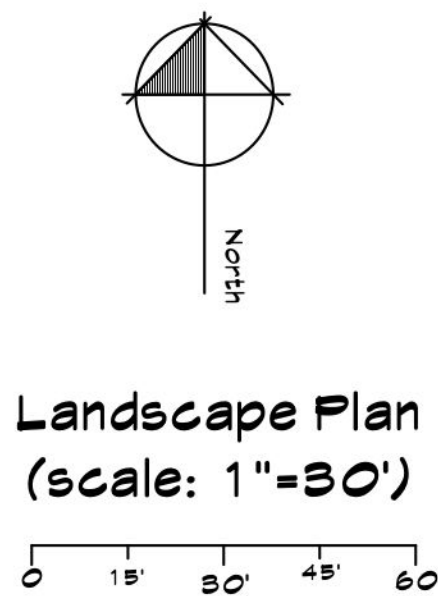
Front Yard Landscape Requirements along Lake Eastbrook Blvd. & B2nd St.:  
1 canopy tree & 7 shrubs per 40 in. ft.

Required: 8 canopy trees and 56 shrubs along Lake Eastbrook Blvd.  
Provided: 10 canopy trees and 56 shrubs along Eastbrook Blvd.

Parking Lot Landscaping: 1 canopy tree and 100 sf landscape area per 12 spaces.  
Parking in frontyards are to be screened from the public ROW by a 6' high landscape screen.  
Provided: 10 canopy trees, 1709 sf. landscape area and hedge to screen parking lot.

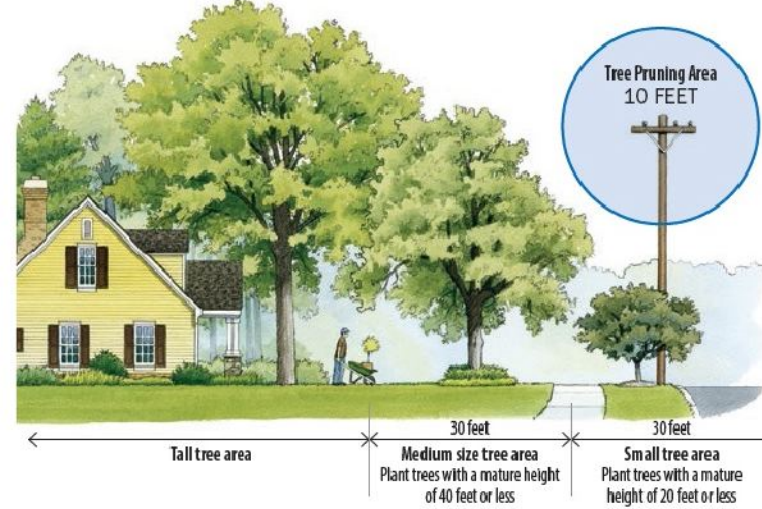
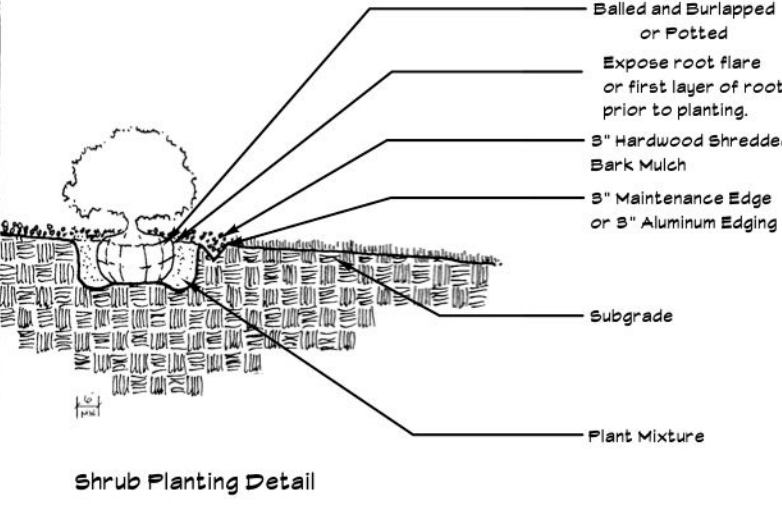
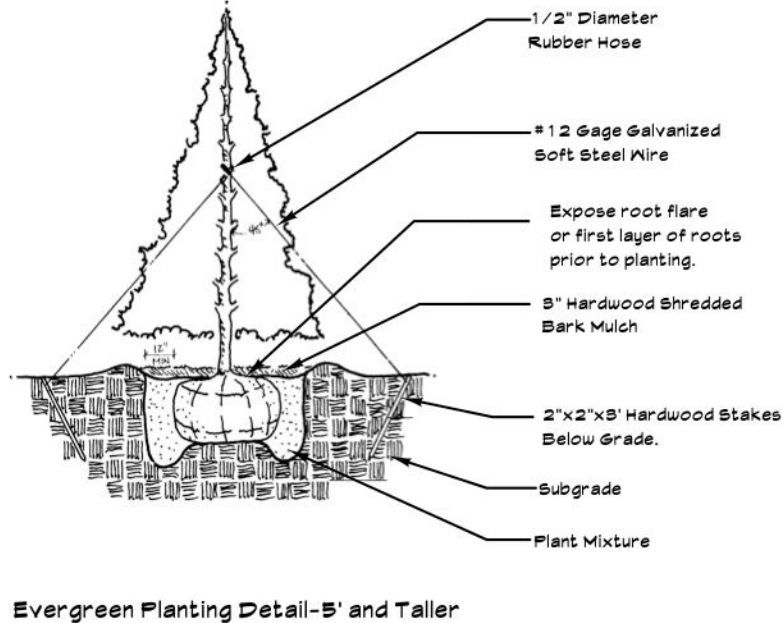
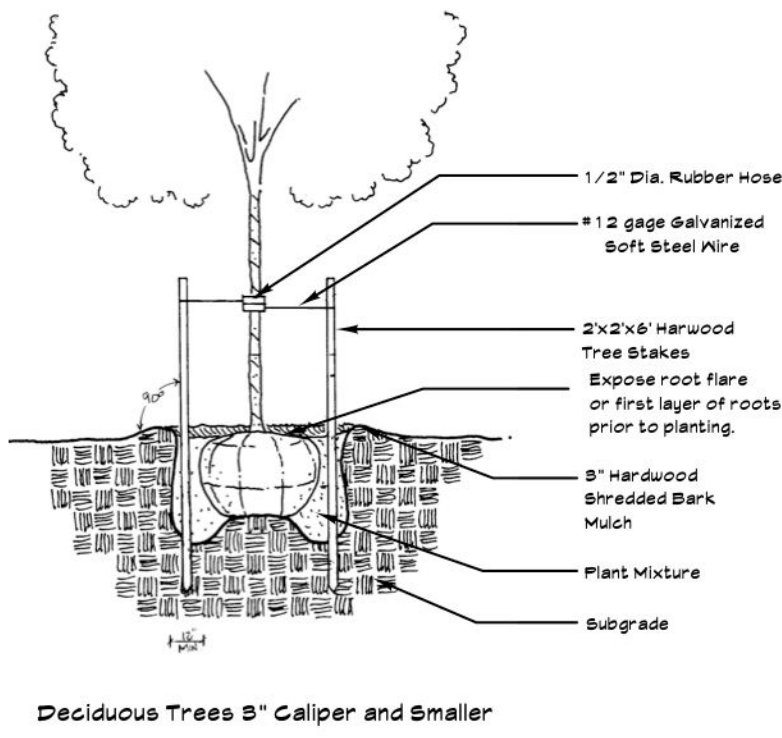
**Ordinance:**

Buffer Type B Required on East Property Line: (B24.6'/40' & B115)  
Required: 1 canopy tree, 1 evergreen tree and 5 shrubs per 40 in. ft. of property line  
Provided: 9 canopy trees, 19 evergreen trees and 6' high solid wood fence  
Detention Pond Landscape Requirements: 1 canopy tree and 9 shrubs per 50 in. ft. of pond perimeter  
Required: 12 canopy tree and 107 shrubs  
Provided: 6 canopy trees and 9 evergreen trees



**Notes:**

- All landscaping shall be installed by a qualified Landscape Contractor. Plant sizes specified on the landscape plan shall be the size planted. Plants smaller than specified will be rejected. Substitutions of any kind must be approved by the Landscape Architect.
- All plantings shall be mulched with 3" shredded premium hardwood bark mulch. Trees in lawn areas shall receive a 6" diameter bark ring 3" deep.
- The landscape contractor shall remove any twine that is wrapped around the trunk of a tree or shrub as well as the top third of any burlap. Remove excess soil on the top of the root ball to expose the root flare or first layer of roots prior to planting. Use a wire cutter to make 3-5 cuts in the wire basket to allow roots to grow through.
- When planting trees in the lawn area or on the berm the existing soil within a 10 foot diameter shall be loosened by tilling or similar and amended with composted manure or peat at a depth of 6-12".
- Planting areas shall be edged with a mechanical bed edger to define a border for the shredded bark mulch.
- Parking islands shall be back filled with at least 24" of topsoil. Amend the topsoil with composted manure and mix into the topsoil at a depth of 6-12". Any aggregate or stone from the construction of the parking lot shall be removed prior to backfill.
- Lawn areas shall receive at least 4" of topsoil. Check with specifications for topsoil availability or contact project manager. Topsoil for lawns shall be appropriate for growing and sustaining a healthy lawn. Hydroseeded Lawns shall be a seed blend consisting of 30% Kentucky Bluegrass, 20% Perennial Ryegrass, 10% Hard Fescue, 20% Creeping Red Fescue and 20% Chewings Fescue. Sod shall consist of a Kentucky Bluegrass blend. Prairie Mix shall be Cardno JF New Economy Prairie or similar.
- Maintenance of the landscape shall be provided for by the owner and include fertilizing of lawn and plant material, yearly pruning, top dressing of mulch areas every other year and provide 1" of water per week during the growing season.
- Plant materials shall be chosen and installed in accordance with standards recommended by the County Cooperative Extension Service or American Nursery Association.



**Smart planting**

No trees should be planted near power lines. However, many trees are attractive additions to your yard and, under normal conditions, will not grow tall enough to interfere with our distribution lines.

Avoid planting tall-growing trees such as the following near or under power lines:

- Silver Maple
- Norway Maple
- Oak
- White Spruce
- Colorado Blue Spruce
- Most pines
- Willows

**Concord Hospitality WP COL, LLC**

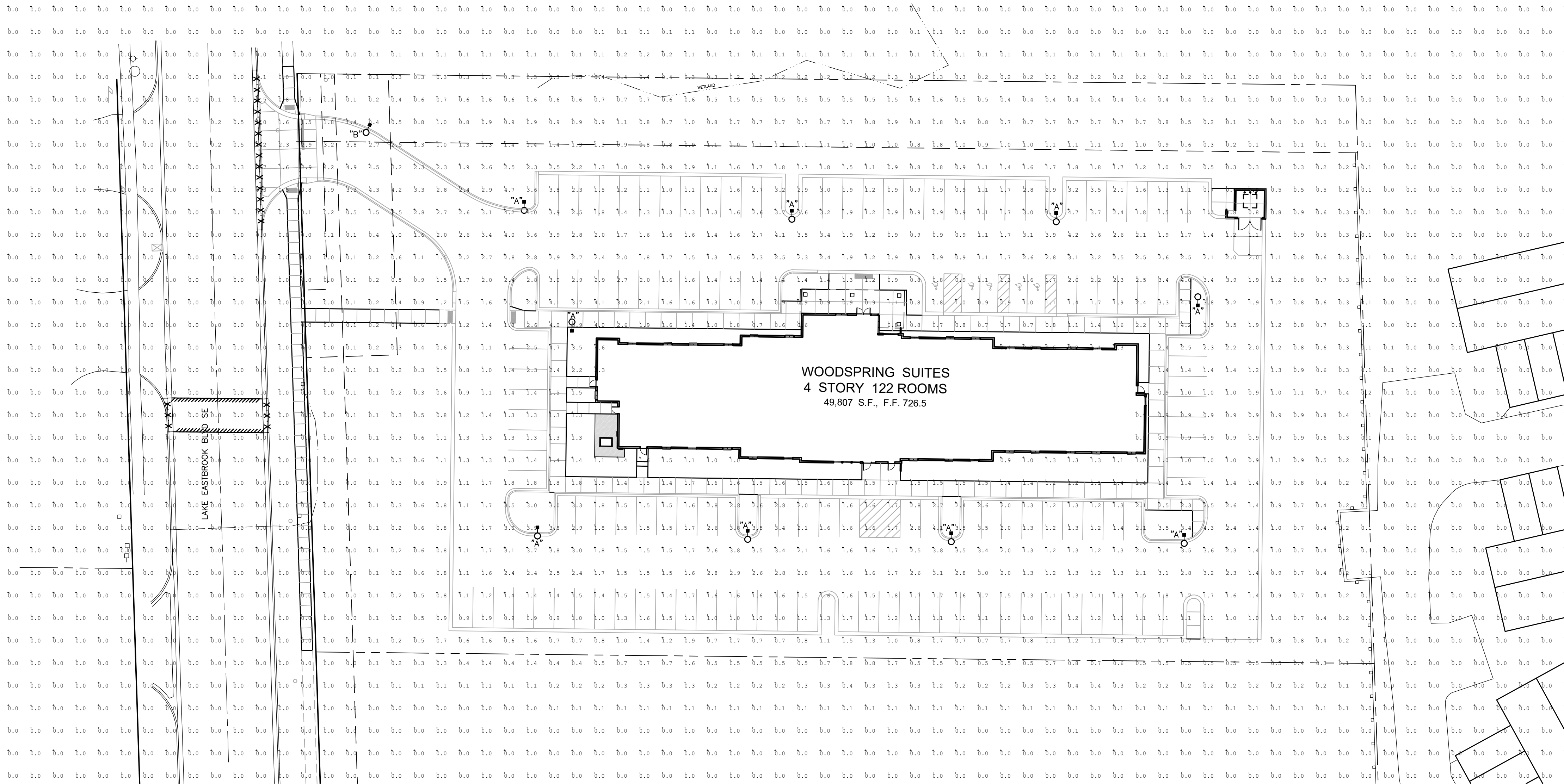
3781 32nd Street SE, Kentwood, Michigan

Woodsprings Suites

NOT FOR CONSTRUCTION

REVISIONS	
4/19/2021	SITE PLAN APPROVAL
Drawn By	J. Weise
Designer	
Reviewer	
Manager	A. Mourand
Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.	
PROJECT NO.	201230
SHEET NO.	L100
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## SITE LIGHTING / PHOTOMETRIC PLAN

SCALE: 1" = 30'  
0 15 30 60

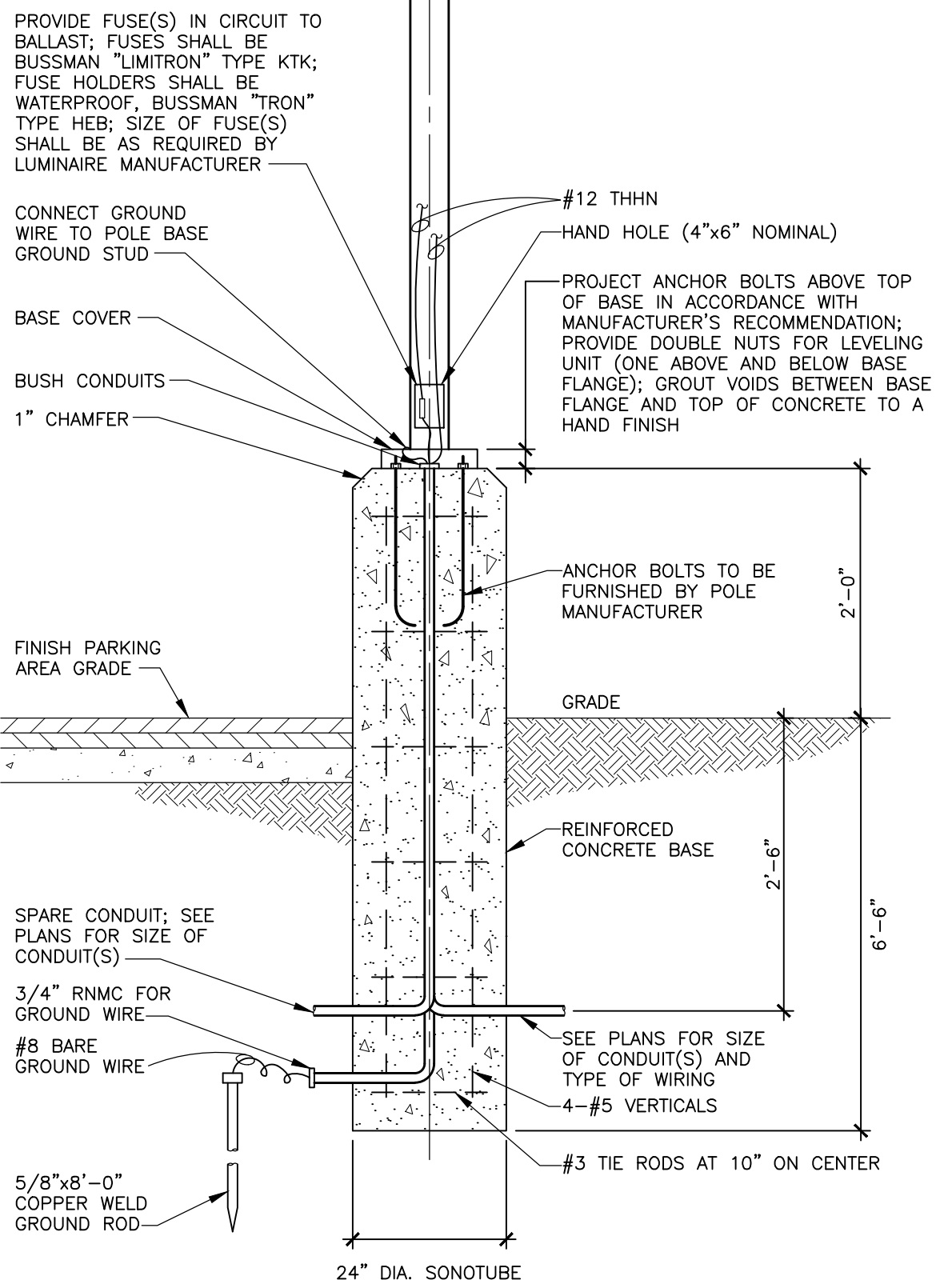
CITY OF KENTWOOD ORDINANCE REQUIREMENTS		
LAND USE AND/OR LOCATION	PARKING LOT AREA	BUILDING ENTRANCE
MINIMUM FOOTCANDLE REQUIREMENT	0.2-0.7 FC	NA
MAXIMUM ALLOWABLE AVERAGE FOOTCANDLE REQUIREMENT	NA	5.0 FC
AVERAGE TO MINIMUM RATIO	4:1 OR BETTER	4:1 OR BETTER
MAXIMUM RESIDENTIAL LIGHT TRESPASS	0.3 FC	
MAXIMUM COMMERCIAL LIGHT TRESPASS	0.5 FC	

ORDERING INFORMATION				
MARK	MANUFACTURER	CATALOG NO.		
		FIXTURE	POLE	MOUNTING
A	LSI	SLM-LED-18L-SIL-SW-UNV-DIM-50-70CRI-BRZ	4SQB5-A125-18-S-BRZ	QUICK MOUNT POLE BRACKET (SQUARE POLE): 687073BRZ
B	LSI	SLM-LED-12L-SIL-3-UNV-DIM-50-70CRI-BRZ-IL	4SQB5-A125-18-S-BRZ	QUICK MOUNT POLE BRACKET (SQUARE POLE): 687073BRZ

Calculation Summary						
Label	CalcType	Units	Avg During Operating Hours	Min	Avg/Min	Max
Parking Lot Area	Illuminance	Fc	1.92	0.7	2.74	NA
Building Entrance	Illuminance	Fc	1.16	NA	1.93	NA
Residential Property Line	Illuminance	Fc	NA	NA	NA	0.2
Commercial Property Line	Illuminance	Fc	NA	NA	NA	0.4

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Description	LLF	Arr. Lum. Lumens
■-○	9	A	SINGLE	LED, TYPE 5 DISTRIBUTION ON 18" POLE AND 2' RAISED BASE	0.93	18,000
■-○	1	B	SINGLE	LED, TYPE 3 DISTRIBUTION ON 18" POLE AND 2' RAISED BASE	0.93	12,000

NOTE: PRECAST CONCRETE BASES SHALL BE ACCEPTABLE IN LIEU OF CAST-IN-PLACE BASES, SEE SPECIFICATIONS



OUTDOOR LIGHTING STANDARD RAISED CONCRETE BASE DETAIL  
NO SCALE

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on the web at: www.missdig.org

## Concord Hospitality WP COL, LLC

3781 32nd Street SE, Kentwood, Michigan

Woodsprings Suites

### REVISIONS

NOT FOR  
CONSTRUCTION

4/19/2021 | SITE PLAN APPROVAL

Drawn By: ACF  
Designer: ACF  
Reviewer: ARK  
Manager: A. Mourand

Hard copy is intended to be 24"x36" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

PROJECT NO.  
201230

SHEET NO.

E101

STAFF REPORT: May 25, 2021  
PREPARED FOR: Kentwood Planning Commission  
PREPARED BY: Lisa Golder  
CASE NO.: 16-21 Windy West Preliminary Plat

---

#### GENERAL INFORMATION

---

APPLICANT: Chris Vander Hoff  
4910 68<sup>th</sup> Street  
Caledonia MI 49316

STATUS OF  
APPLICANT: Owner

REQUESTED ACTION: The request is for preliminary plat approval for a 14-lot single family development.

EXISTING ZONING OF  
SUBJECT PARCEL: R1-D Single Family Residential (with Conditional Zoning Provisions)

GENERAL LOCATION: 4391 52<sup>nd</sup> Street SE

PARCEL SIZE: 11.9 acres

EXISTING LAND USE Vacant

ADJACENT AREA  
LAND USE N: Consumers Energy right-of-way  
S: Single Family Residential  
E: Single Family Residential  
W: vacant

ZONING ON ADJOINING  
PARCELS: N: R1-A Estate Residential  
E: RPUD-2 Low Density Residential PUD  
W: RPUD-1 High Density Residential PUD  
S: R1-A Estate Residential and R1-C Single Family Residential

### Compatibility With The Master Plan

The Master Plan recommends low density residential use for this property. The proposed development creates a density of 1.176 units per acre.

### Relevant Zoning Ordinance Sections

The provisions for the R1-D district can be found in Chapter 5 of the Zoning Ordinance. Subdivision Control Regulations are found in the City Code of Ordinances.

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## SITE INFORMATION

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### Project Overview

The project involves the development into 14 lots. Several of the lots include extensive wetlands and floodplain. The lots have been divided such that 8 of the proposed lots include the floodplain and wetlands areas. Through a Conditional Rezoning approval, the applicant has restricted lot width to 60 feet.

### Zoning History of the Site

The site had been zoned for Estate Residential use since at least 1980. A Conditional Rezoning to R1-D was approved in 2021.

### Site Characteristics

The lot that is proposed for rezoning is significantly encumbered by wetland and floodplain.

### Staff Review:

#### Streets:

1. The development is the extension of Breezewood Court. The subdivision control regulations require public streets to have a 30-foot pavement width within a 60 foot right of way. The proposed right of way is 50 feet; pavement width is proposed as 24'. These will have to be amended to meet the current subdivision control regulations. In addition, two sides of sidewalk are required.
2. The applicant portrays an outlot extending north from the Breezewood Court cul-de-sac. An outlot must meet the lot size requirements of the Zoning Ordinance. If a private road is to be extended to the north, an easement could be utilized, but it must meet the private road standards of Section 18.03 of the Zoning Ordinance. In addition, lots 5 and 6 would become corner lots. The applicant must show there would be adequate setbacks for houses placed on these lots.
3. Section 3.23 of the Zoning Ordinance sets lot width to depth ratios of 4:1. Section 3.23 B makes an exception for a depth of lot that exceeds four times the width when there is steep topography, unusual soil conditions, or drainage problems. Therefore, with Planning Commission approval, lots 7-14 could exceed the width to depth ratio given the existence of

Staff Report

Case No. 16-21 Windy West Plat

Page 3

wetlands and floodplain on the site. Lot 2 currently does not attain the width to depth ratio; this may be corrected when the street right of way width is widened to 60 feet.

1.

**Attributes:**

- Proposed lot width is consistent with the adjacent development to the east.
- Lot widths meet the Conditional Zoning restrictions imposed by the developer

**Issues:**

- Outlot is an unbuildable lot; an easement for future access is recommended. Feet is required for an easement must meet the requirements of the Private Road regulations of Chapter 18 of the Zoning Ordinance
- Street width is inadequate; 60 feet is required for a street that provides access to 14 lots. Two sides of sidewalk required
- Lots 5 and 6 must be large enough to allow setback from any future private road proposed on the private road easement.
- Width to depth not met on Lot 2
- Conditional Zoning Agreement must be executed between the city and the applicant



PROJECT	1037
DATE	5/19/2021

STAFF REPORT: May 25, 2021  
PREPARED FOR: Kentwood Planning Commission  
PREPARED BY: Lisa Golder  
CASE NO.: 17-21 Lakewood PUD

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#### GENERAL INFORMATION

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APPLICANT: Lakewood Homes LLC rep. by: Nederveld Engineering  
3347 Sandy Beach 217 Grandville Ave SW  
Wayland MI 49348 Suite 302 Grand Rapids

STATUS OF APPLICANT: Owner/Developer; Developer's engineering representative

REQUESTED ACTION:  
\*Applicant is requesting a rezoning of 6.8 acres of land from R1-B Single Family Residential to RPUD-2 Single Family Residential Planned Unit Development.  
\*Preliminary PUD site plan review is requested for the proposed 15 lot development.

EXISTING ZONING OF SUBJECT PARCEL: R1-B Single Family Residential

LOCATION: 2920 52<sup>nd</sup> Street, 2854 52<sup>nd</sup> Street (part), 5453 Wing Avenue, 5491 Wing Ave (part)

PARCEL SIZE: 6.8 acres

EXISTING LAND USE ON THE PARCEL: Vacant land

ADJACENT AREA LAND USES:  
N: 52<sup>nd</sup> Street  
S: Single family residential  
E: Single family residential  
W: Vacant

ZONING ON ADJOINING PARCELS:  
N: R1-C Single Family Residential (north of 52<sup>nd</sup> Street)  
S, E, W: R1-B Single family Residential



### Compatibility with Master Plan

The proposed development is located on an overall 6.8 acre property located west of Wing Avenue and south of 52<sup>nd</sup> Street. The proposed 2020 Master Plan recommends low density residential use for this area or less than 4 units per acre. The proposed single family development is 2.2 units per acre, consistent with the Master Plan. The proposed net density has not been provided to date.

### Relevant Zoning Ordinance Sections

Chapter 12.01 of the Zoning Ordinance describes the purpose and intent of Planned Unit developments (PUDs) and Section 12.04 describes the Single Family Residential PUD specifically. Site plan review standards are found in Section 14.05.

### Zoning History

The site has been zoned R1-B at least 40 years.

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## SITE INFORMATION

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### Street and Traffic

The 6.86 acre site is located west of Wing Avenue, and south of 52<sup>nd</sup> Street. 52<sup>nd</sup> Street is a 5 lane arterial road within a 100 foot right of way. Wing Avenue is a two lane road within a 66 foot right of way. The Four Corners Study, adopted as a compendium to the 2020 Master Plan, recommends the eventual construction of a non-motorized trail along 52<sup>nd</sup> Street, possibly in addition to the existing 5' sidewalk that currently is located within the right of way. The Four Corners Study also recommends various options for the provision of non-motorized path and sidewalk that can be incorporated over time.

Breton Avenue, further to the west of the development is planned to be extended south from its current terminus at 52<sup>nd</sup> Street. Breton extended is not part of the proposed development.

### Trip Generation

According to the report Trip Generation by the Institute of Traffic Engineers, he proposed 15 homes are estimated to generate approximately 142 trips per day.

### Site Information

The site is partially wooded and drops to the northeast. The northeast corner of the property contains wetlands. The development can generally be built without disruption of the wetland areas, with the exception of the small wetland areas within the proposed private road right of way.

### Staff Review

#### Rezoning

1. The 6.8 acre development is proposed to be rezoned from R1-B to RPUD-2 Single Family Residential Planned Unit Development, with a total of 15 housing units planned.

2. The Planning and City Commissions should review the following in considering the merits of the rezoning:

1. Consistency with the goals, policies and future land use map of the Master Plan, including any subarea or corridor studies. If conditions have changed since the Master Plan was adopted, the consistency with recent development trends in the area;

**The proposed 2020 Master Plan recommends low density residential for this site. The development is proposed at a density of 2.2 units per acre, consistent with the Master Plan.**

**Section 12.04 A of the Zoning Ordinance establishes density standards for RPUD-2 developments. The section suggests that net density should be calculated to determine its consistency with the Master Plan. Net density is calculated by excluding rights of way, public utility easements, and private road easements from the gross acreage. Net density has not been provided to date.**

2. Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district;

**The sites features are appropriate for the proposed uses.**

3. The applicant's ability to develop the property with at least one (1) of the uses permitted under the current zoning;

**The property is currently zoned R1-B, primarily because until recently it would have been difficult to extend utilities in this area.**

4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values;

**The use is compatible with the surrounding uses. It should be noted that the area to the west of the proposed single family homes is master planned for high density residential development.**

5. Whether the City's infrastructure and services are sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety and welfare" of the City;

**The infrastructure is adequate to accommodate the proposed uses.**

6. Where a rezoning is reasonable given the above guidelines, a determination that the requested zoning district is more appropriate than another district or amending the list of permitted or Special Land Uses within a district.

**The RPUD-2 Zoning District is the most appropriate district to allow the**

**proposed single family homes. The PUD zone allows for city approval of building elevations for the development.**

PUD Plan-General

3. The Applicant's PUD Statement details the reasoning behind the rezoning and the operational aspects of the development that relate to the PUD objectives of Chapter 12 of the Zoning Ordinance.
4. The proposed PUD involves the development of 15 detached site condominiums. Preliminary and final site plan review for the site condominium development will also be required.
5. The PUD-2 sets the following minimum requirements for lots within a development:

Lot area:	6,500 square feet
Front yard setback:	20 feet
Side yard setback:	5'; 12 between properties
Rear yard setback:	30 feet
Minimum living area:	950 square feet, minimum of 624 square feet on main floor
Open Space:	25%

6. The development is served with a private road that extends from Wing Avenue. The road meets the private road standards of the Zoning Ordinance. One side of sidewalk is provided along the private road, consistent with the private road regulations. In addition, the applicant has provided a sidewalk connection from 52<sup>nd</sup> Street to the proposed private driveway. In the future, it is anticipated that a sidewalk would be extended the west side of Wing Avenue to 60<sup>th</sup> Street along the watermain easement, in order to minimize the loss of significant trees.

Section 12.01 PUD Intent and Purpose

7. Section 12.01 allows for the mixture of housing types that would not otherwise be permitted within a traditional zoning district, while still allowing uses that are consistent with the surrounding areas. The proposed development is for 15 homes on 6.8 acres of land. The PUD regulations allow the city to approve building elevations, which would otherwise not be required in a standard plat or site condominium.
8. Section 12.01 C of the Zoning Ordinance also references a package of amenities that are available throughout the PUD including preservation of natural resources, pathways, improvements to public roads, and high quality architectural materials. The development will include open space or a conservation area adjacent to each unit. For lots 10-15, this conservation area is not part of the site condominium unit. However, the conservation area for lots 1-9 appear to be part of each individual lot. The developer shall make the maintenance responsibilities of the lots 1-9 clear. Ideally, all of the conservation areas, private road and sidewalks should be maintained by the condominium association. In addition, if the conservation areas are open to all residents, it should be clear how residents can access the areas.

### Section 12.04 RPUD-2 Specific Regulations

9. Section 12.04 D 5 indicates that the city may require architectural diversity between adjacent single family buildings. The applicant is proposing 5 different building elevations. The PUD Statement shall include language to indicate how the developer intends to ensure that the same house plan/building elevation is not used for adjacent structures.
10. Section 12.04 D 8 indicates that accessory building size and locations may be varied from those found in Sections 3.15 and 3.16 of the Zoning Ordinance. The applicant shall clearly state their intent for the allowance of accessory structures within the development.

#### **Attributes:**

- Preserves over 37% open space
- Development's gross density is consistent with the Master Plan
- Private road meets standards
- Sidewalk along Wing provided

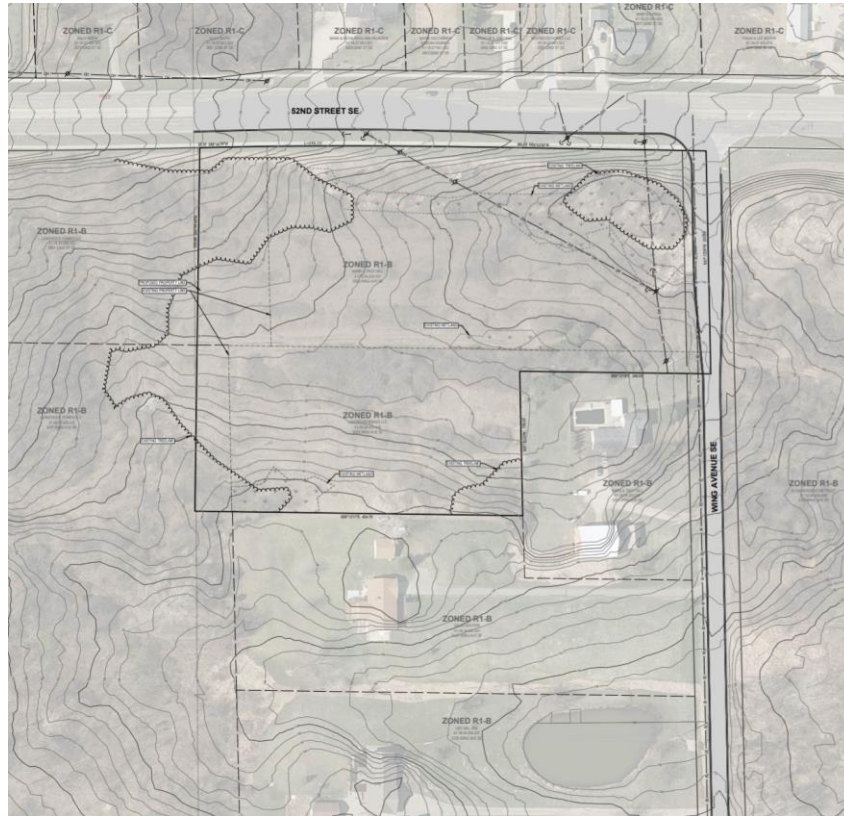
#### **Issues:**

- Address issue of lots extended into conservation areas
- Provide access to conservation areas, if they are open to all residents
- Make a determination regarding accessory buildings
- Address how diversity of architecture will be addressed for adjacent lots.
- Information on net density needed



Master Plan Sub Area plan for Section 34

Section 34- Lakewood PUD





# LAKEWOOD

## Preliminary RPUD-1 Submittal

2920 52<sup>ND</sup> STREET SE, 5253 WING AVENUE SE, 2854 52<sup>ND</sup> STREET SE, 5491 WING AVENUE SE,  
KENTWOOD, MICHIGAN

41-18-34-200-054, 41-18-34-200-040, 41-18-34-200-053, 41-18-34-200-032



217 GRANDVILLE AVENUE, SW SUITE 302 • GRAND RAPIDS, MI 49503 • P.616.575.5190 • F.616.575.6644  
ANN ARBOR • CHICAGO • COLUMBUS • GRAND RAPIDS • HOLLAND • INDIANAPOLIS • ST. LOUIS



May 17, 2021

Ms. Lisa Golder  
Planning Department  
Kentwood City Center  
4900 Breton Avenue, S.E.  
Kentwood, MI 49518

RE: Lakewood– RPUD-1 Submittal  
52<sup>nd</sup> Street & Wing Avenue, City of Kentwood, Kent County, Michigan

Dear Ms. Golder:

Enclosed please find 15 copies of the proposed Lakewood Planned Unit Development. Included with each submittal is the following:

1. Narrative
2. Rendering Plan (11x17)
3. Existing Conditions Plan (11x17)
4. Site Regulating Plan (11x17)
5. Density Plan (11x17)
6. Detached Single-Family Elevations
7. Application
8. Property Ownership Information
9. Legal Descriptions
10. Application Fee (\$2,060)
11. Escrow Fee (\$1,500)
12. Site Plan Set (24x36)

These items are being submitted for review at the Staff Work Session on June 7, Planning Commission Work Session on June 8, and the Planning Commission Public Hearing meeting on June 22, 2021.

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

Sincerely,

Rick Pulaski, P.E.  
Director of Planning

Enclosures



## **NARRATIVE and PUD AGREEMENT STATEMENT for LAKEWOOD**

### **1. Nature of the project**

The proposed Lakewood Planned Unit Development (PUD) contains 6.8 total acres. Of the 6.8 acres, approximately 2.5 acres will be devoted to permanent open space (nearly 37% of the site will remain as permanent open space). The remainder of the site will be devoted to tree and vegetation preservation, screening and buffering for adjoining properties, and a residential community meeting the goals and objectives of the City's most recent Master Plan efforts. The residential community will be comprised exclusively of single-family lots on a proposed private road.

### **2. The proposed density, number, and types of dwellings units**

The proposed Lakewood PUD is proposed to contain 15 new residences. According to the City's most recent Master Plan (2020 Draft), the City has proposed the area to be "Low Density Residential," which allows up to four (4) residential units per acre. Based on *gross* acreage, the City anticipated in the Master Planning process that the property could ultimately be the home for up to 27 households.

While the Master Plan anticipates up to 27 households, Lakewood proposes only 15 new residences, allowing for the preservation of substantially more open space than required by the City's PUD Ordinance.

The overall density for the proposed Lakewood PUD neighborhood is 2.2 units per acre (15 units / 6.8 acres).

### **3. Statement describing how the proposed project meets the objectives of the City of Kentwood Master Plan and Planned Unit Development District**

The proposed plan meets the intents of the Planned Unit Development ordinance (Section 12.01) as follows:

- A. Encourage use of land in accordance with its character and adaptability through allowance of innovative and creative design solutions not permitted under conventional zoning.

⇒ *The property is in a long-anticipated residential development area for the City of Kentwood, and seeks to preserve wetlands, open spaces, and wooded areas as much as practical. Public utilities have been extended along the frontage of the site in anticipation of development, and the proposed single-family residential use and densities help the City of Kentwood reach the goals outlined in their Master Plan.*

- B. Allow design flexibility that benefits the community and the environment and results in a better overall project than would be permitted under conventional zoning.  
⇒ *The primary significant features of the site are several small wooded areas and a small wetland that traverses across the northern portion of the site. With the nature of the development (single-family lots), the proposed project can meet the targeted residential density in the Master Plan, and preserve large amounts of open space and natural features. Using the compact design approach allowed in PUD zoning helps to accomplish a better overall project than what is allowed under conventional zoning (a Parallel "By-Right" Plan has been included to illustrate what the site may look like under conventional zoning).*
- C. Create a package of amenities not typically achieved with conventional zoning, such as useable open space, preservation of key natural or historic resources, improvements to public roads or facilities, pathways, natural stormwater systems, more extensive landscaping, consistent and coordinated site design details among various projects (lighting, signs, building design, etc.), and high quality architectural design or materials  
⇒ *The Planned Unit Development option allows for the robust provision of open space preservation. Additionally, the PUD provides for architectural standards to ensure high quality architectural design.*
- D. Create a complementary mixture of housing types within a project that is consistent with the overall character of the area.  
⇒ *The overall character of the area is predominantly single family detached residential. As a single family neighborhood, the proposed Lakewood PUD will complement the surrounding uses, consistent with the predominantly residential character of the area.*
- E. Ensure compatibility of design and use between various uses within the PUD and with neighboring properties.  
⇒ *The development is harmonious and consistent with the surrounding properties. Low Density Residential is planned for the site and the area immediately south of site. Generous "no-build" areas and open spaces are proposed on the south side of the site and the north side of the site along 52<sup>nd</sup> Street.*

**4. Statement describing how the proposed project will be served by public water, sanitary sewer, and storm drainage**

Sanitary Sewer

The community will be served by sanitary sewer that will be extended from Wing Avenue. Sanitary sewer will be designed to meet the requirements of the City of Kentwood and City of Grand Rapids Engineering Departments. Sanitary sewer will be a minimum of eight inches in diameter, with possible upsizing where determined necessary by the City of Kentwood and City of Grand Rapids Engineering Departments.



### Watermain

The community will be served by public watermain that will be extended from Wing Avenue. Watermain will be a minimum of eight inches in diameter, with possible upsizing where determined necessary by the City of Kentwood and City of Grand Rapids Engineering Departments.

### Stormwater Management

Stormwater will be managed in accordance with City of Kentwood and Kent County Drain Commissioner standards and specifications. Required detention volume will be achieved in the property to the south of the proposed development (which is under the same ownership).

## **5. Requirements Per Section 12.09.D.**

1. Set forth the conditions upon which the approval is sought, with reference to approved Plans and a specific description of all deviations from City regulations which have been requested and approved, and thus do not require approval of the Zoning Board of Appeals. Such deviations shall be clearly listed in tabular form and may include: building and parking lot setbacks, building height, reduction in minimum lot size, reduction in road width, modifications to road geometric design, reduction on required parking, mixture of uses (if applicable), larger or additional signs, or driveways that do not meet the standards of this Ordinance.
  - ⇒ *Approval for the Lakewood PUD is requested based on meeting the provisions of the City of Kentwood PUD Ordinance and the City of Kentwood 2020 Master Plan.*
  - ⇒ *Deviations from the RPUD-1 Ordinance include the following:*
    - *No deviations from the RPUD-1 Ordinance are anticipated.*
2. Convey in fee or commit otherwise common areas indicated in the PUD plan for use by the residents or the public at large. The use shall be irrevocably dedicated for the useful life of the residences, and retained as open space for park, recreation or other common uses. The transfer of responsibility from the developer to the association shall be clearly defined, to ensure all obligations will be met, or performance guarantees provided, to ensure common areas are left in a usable state.
  - ⇒ *Common open space areas in the Lakewood PUD will be owned in common by a proposed Homeowners Association.*
3. Set forth a program and financing for maintenance of common areas and features, such as pathways, roads, signs, lighting, landscaping, recreational facilities and stormwater detention facilities. Adequate provision shall be made to insure common areas and features and to indemnify the City.
  - ⇒ *Common open space areas in the Lakewood PUD will be owned in common by a proposed Homeowners Association. A site condominium will be formed for the*

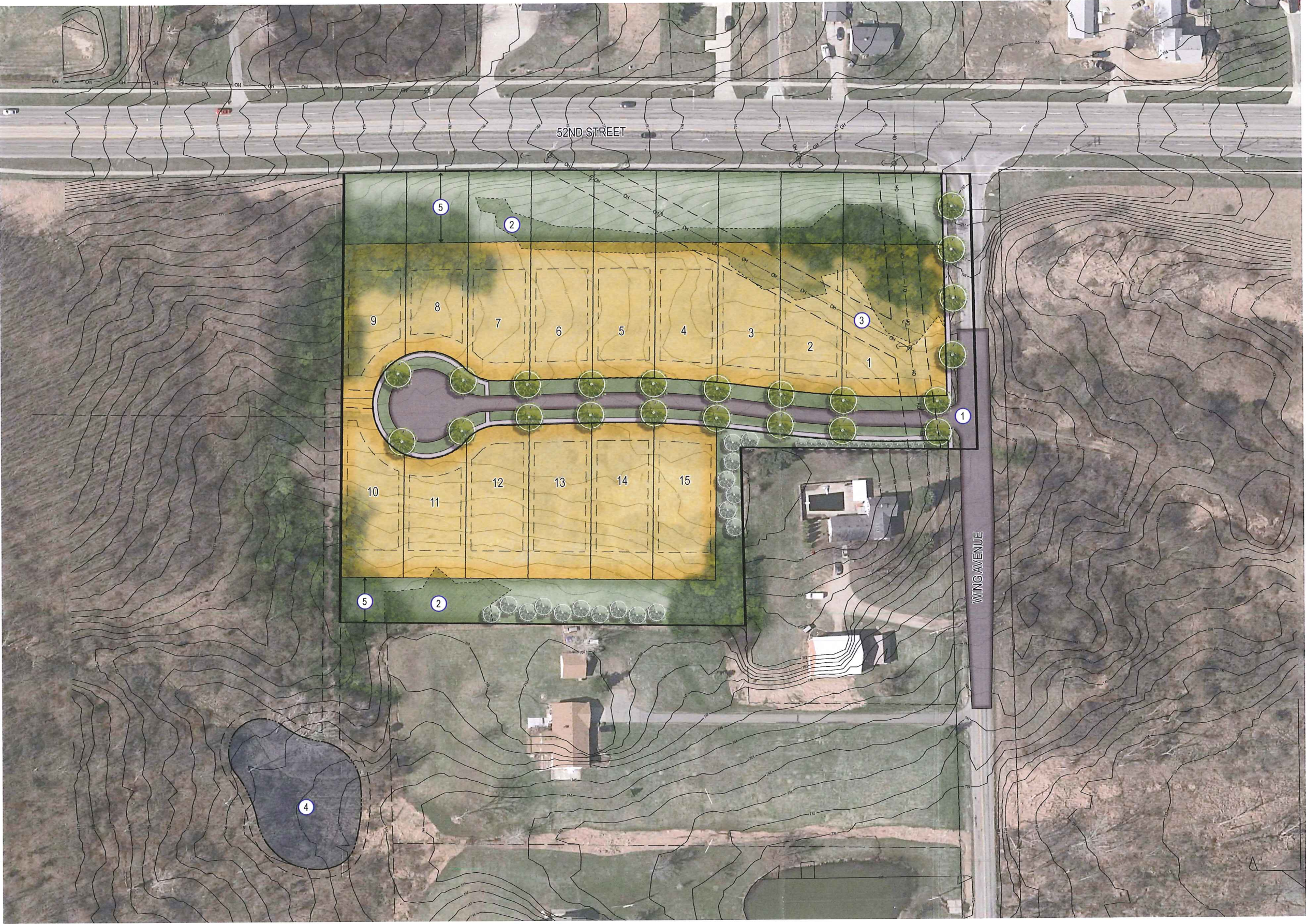


*project, and the Master Deed and By-Laws will provide the legal mechanism for financing common areas and site features.*

4. Assure that trees and woodlands indicated on the plan will be preserved as shown, or replaced on a caliper for caliper basis if damaged or removed during construction.  
⇒ *Trees and woodlands will be preserved as depicted as shown on the submittal. Further detail of protected areas will be provided as part of Final PUD review.*
5. Assure the construction, improvement and maintenance of all streets and necessary utilities (including public water, wastewater collection and treatment and stormwater) to City of Kentwood Zoning Ordinance Chapter 12 12-19 Planned Unit Development Districts mitigate the impacts of the PUD project through construction by the developer, bonds or other satisfactory means, for any and all phases of the PUD. In the case of phased PUD's this requirement shall be reviewed at the time of any final site plan approval.  
⇒ *The project will be financed through private funding, with only oversizing of utilities, roads, and improvements to be reimbursed by the City in accordance with the City Master Plan and City policy (where applicable). Financial surety can be posted for portions of the work in the form of a bond, if requested.*
6. Confirm that variances from the Zoning Board of Appeals cannot be sought for the PUD Plan and describe whether individual landowners are eligible to seek variances in the future, once the PUD project or phase is constructed.  
⇒ *It is not anticipated that variances will be required. Minor deviations may be allowed by City Staff, in accordance with the provisions of the Final PUD (Final PUD language to be presented after Preliminary PUD approval).*
7. Address any other stated concerns of the City regarding construction and maintenance including phasing development plans. Adequate development assurances shall be provided for all proposed phased development.  
⇒ *These items will be furnished upon staff review of the submittal set.*
8. Ensure that the obligations of the PUD are transferred to future buyers and note the process for approval of amendments to the PUD Agreement, including the manner in which affected parties within the PUD must approve the change in addition to the City.  
⇒ *Deed restrictions and/or master deeds will ensure that the obligations of the PUD are appropriately transferred to future buyers within the PUD.*
9. Narrative description of architectural treatment/features.  
⇒ *Proposed sample architecture is shown in detail within the submittal materials. Because each home will be selected by the individual lot buyer, home styles and designs may vary somewhat from the sample architectural plans provided. Architectural materials will include wood, brick, stone, metal, and lap siding.*
10. Narrative description of the walkability of the PUD (within and to the public walkways)  
⇒ *Sidewalks will also be built along the private roads serving the site condominium where required by ordinance and also along Wing Avenue.*

11. Narrative description of open space features.  
⇒ *Open spaces will include preserved wetlands throughout the site. The open spaces are also intended to preserve stands of trees and to provide buffering/screening to adjoining properties.*
12. Narrative description of the relationship between the PUD and the goals of the City Master Plan.  
*Finally, the PUD helps to achieve the City's Master Plan goals of providing housing types and housing densities consistent with the Master Plan while substantially preserving sensitive natural areas.*



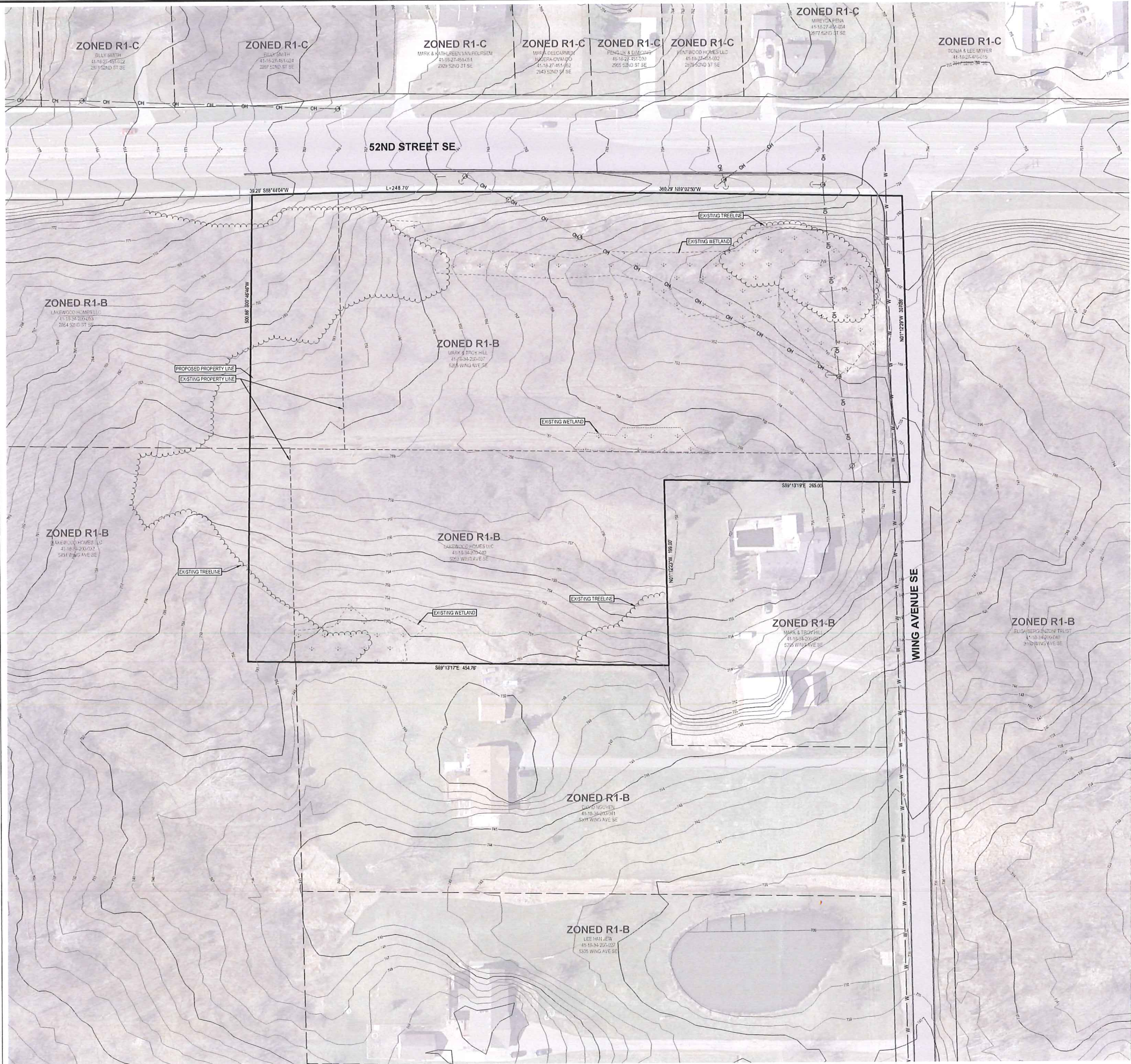


- LEGEND**
- 1 SITE ENTRANCE
  - 2 EXISTING WETLAND
  - 3 OVERHEAD UTILITY EASEMENT
  - 4 STORMWATER DETENTION
  - 5 CONSERVATION AREA/OPEN SPACE

**NOTES**

Site Location:	2920 52nd St. & 5253 Wing Ave. Kentwood, MI 49512
Site Area	= 6.8 ac.
Unit Total	= 15 lots





LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE



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

LEGAL DESCRIPTION

2920 52ND STREET SE [41-18-34-200-054]  
411834200054 PART OF NE 1/4 COM 719.03 FT S 880 39M 05S E ALONG N SEC LINE & 54.07 FT S 00 45M 30S E FROM N 1/4 COR TH ELY 248.71 FT ALONG SLY LINE OF 52ND ST ON A 7659 24 FT RAD CURVE TO RT ALONG CHORD BEARS S 890 34M 05S E 318.69 FT TH S 880 39M 05S E ALONG SD SLY LINE 300.29 FT TO E LINE OF W 1/2 NE 1/4 TH S 00 45M 30S E ALONG SD E LINE 282.37 FT TO S LINE OF N 332.40 FT OF W 1/2 NE 1/4 TH N 880 39M 05S E ALONG SD S LINE 609 10 FT TH N 00 45M 39S W 278 34 FT TO BEG \* SEC 34 TEN R11W 3 94 A SPLIT ON 05/05/2005 FROM 41-18-34-200-043.

AND

5253 WING AVENUE SE [41-18-34-200-040]  
PART OF NE 1/4 COM AT NE COR OF S 2312 FT OF W 1/2 NE 1/4 TH W ALONG N LINE OF S 2312 FT OF W 1/2 NE 1/4 TO E LINE OF W 660 FT OF NE 1/4 TH S ALONG SD E LINE TO A PT 245 99 FT N ALONG SD E LINE FROM N LINE OF S 1837 FT OF W 1/2 NE 1/4 TH PAR WITH EAM VA LINE 403.55 FT TO W LINE OF E 255 FT OF W 1/2 NE 1/4 TH ALONG SD W LINE TO N LINE OF S 2282 FT OF W 1/2 NE 1/4 TH E ALONG SD N LINE TO E LINE OF W 1/2 NE 1/4 TH N TO BEG \* SEC 34 TEN R11W 2 24 A.

AND

PORTION OF: 2854 52ND STREET SE [41-18-34-200-053]  
411834200053 PART OF NE 1/4 COM 57 06 FT S 00 45M 24S E ALONG N&S 1/4 LINE FROM N 1/4 COR TH S 880 39M 05S E ALONG SLY LINE OF 52ND ST 200.05 FT TH ELY 301 90 FT ALONG SD SLY LINE ON A 7778 65 FT RAD CURVE TO LT ALONG CHORD BEARS S 890 45M 57S E 301 88 FT TH N 880 07M 20S E ALONG SD SLY LINE 137 59 FT TH ELY 49 31 FT ALONG SD SLY LINE ON A 7669 24 FT RAD CURVE TO RT ALONG CHORD BEARS N 880 18M 25E 49 31 FT TH S 00 45M 36S E 278 34 FT TO S LINE OF N 332.40 FT OF W 1/2 NE 1/4 TH N 880 39M 05S E ALONG SD S LINE 719 39 FT TO N&S 1/4 LINE TH N 00 45M 24S E ALONG N&S 1/4 LINE 265 34 FT TO BEG \* SEC 34 TEN R11W 4 43 A SPLIT ON 05/05/2005 FROM 41-18-34-200-043.

AND

PORTION OF: 5491 WING AVENUE SE [41-18-34-200-032]  
S 772 FT OF W 1/2 NE 1/4 EX S 20 A ALSO N 1540 FT OF S 2312 FT OF W 660 FT OF W 1/2 NE 1/4 \* SEC 34 TEN R11W 26 29 A.

LAKewood

Existing Conditions

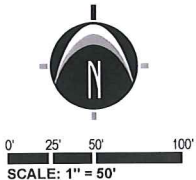
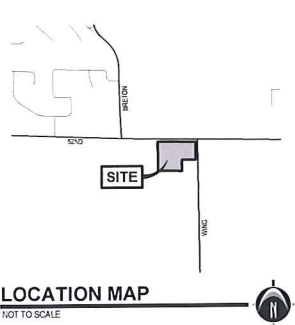
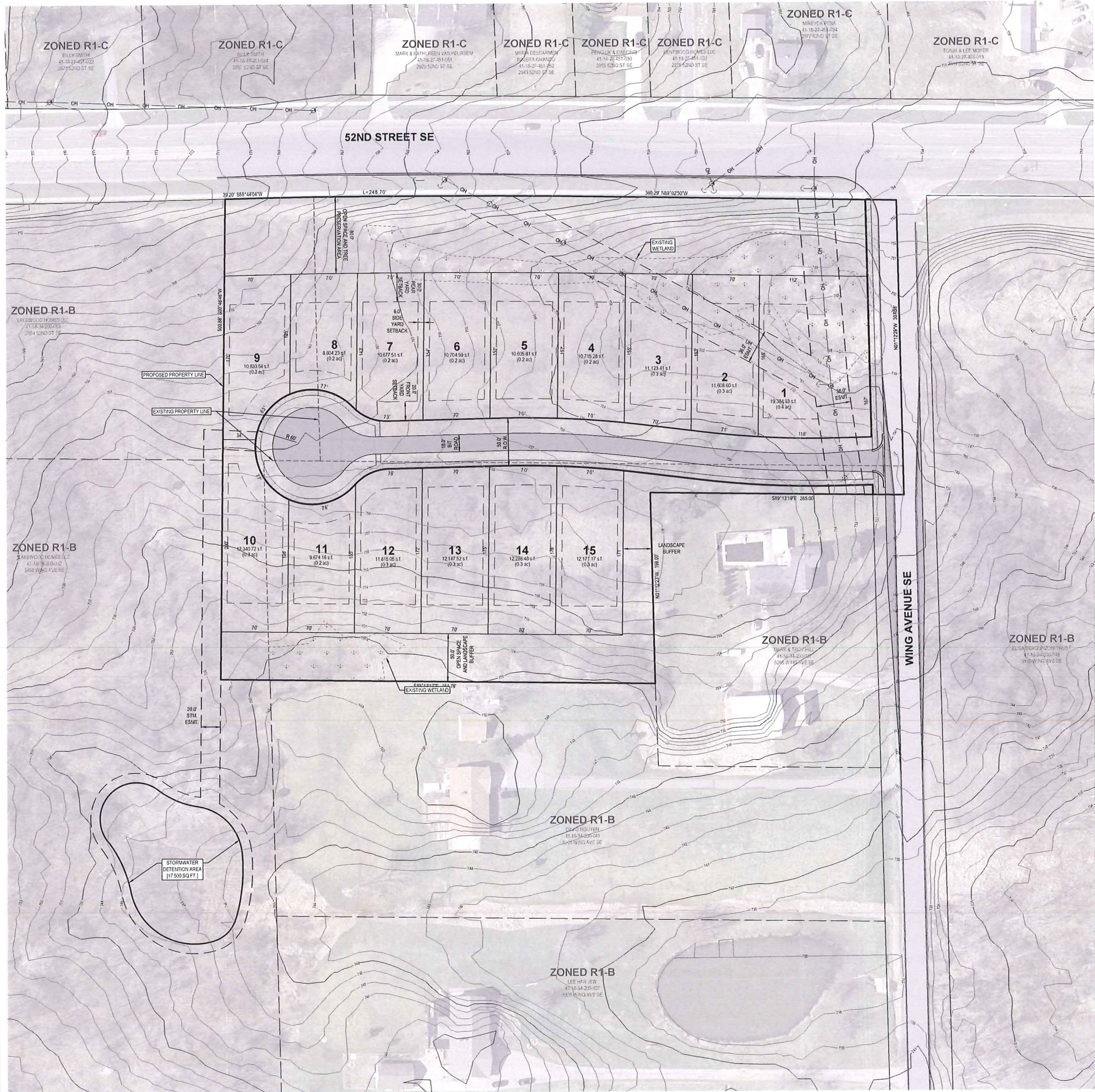
2820 52ND ST, PART OF 2854 52ND, PART OF 5491 WING AVE, AND 5253 WING AVE  
PART OF THE NW 1/4 OF SECTION 34, T6N, R11W,  
CITY OF KENTWOOD, KENT COUNTY, MICHIGAN

STAMP:

PROJECT NO:  
21400356

SHEET NO:  
C-201

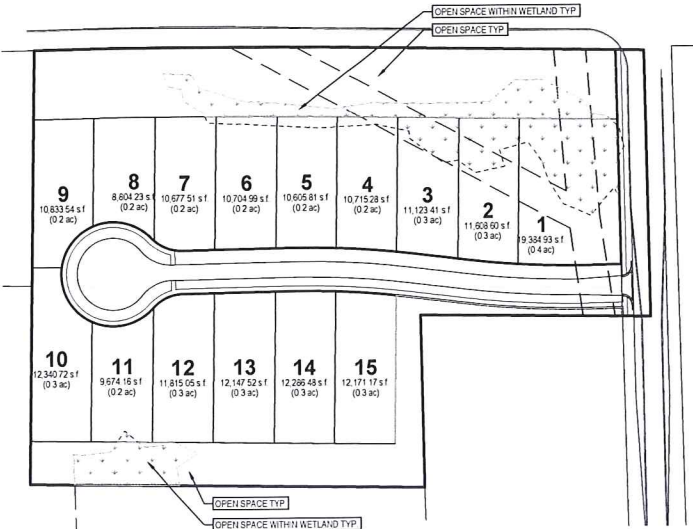




LEGEND	
	EXISTING BITUMINOUS
	EXISTING CONCRETE
	PROPOSED BITUMINOUS (STANDARD DUTY)
	PROPOSED CONCRETE (STANDARD DUTY)

GENERAL NOTES

- CURRENT ZONING OF PROPERTY: R1-B SINGLE FAMILY RESIDENTIAL. R1-B ZONING REQUIREMENTS.
- PROPOSED ZONING OF PROPERTY: RPUD-2 LOW DENSITY RESIDENTIAL PUD. RPUD-2 STANDARDS (PER SEC. 12-04):
  - MINIMUM LOT AREA = 6,500 SQ. FT.
  - MINIMUM OPEN SPACE = 25% (PER SEC. 12-10 N) SETBACKS:
    - FRONT YARD = 20 FT.
    - SIDE YARD = 5 FT. (12 FT. BOTH)
    - REAR YARD = 30 FT.
- SUMMARY OF LAND USE:
  - TOTAL ACREAGE = 6.8 ACRES (296,575 SQ. FT.) (EXCLUDING R.O.W.)
  - TOTAL AREA OF WETLANDS = 33,882 SQ. FT.
  - OPEN SPACE REQUIRED PER SEC. 12-04 B (1) = 25% (296,575 TOTAL SITE AREA X 25% = 74,144 SQ. FT. REQ.)
  - OPEN SPACE PROVIDED = 28.3% (84,557 SQ. FT.)
    - OPEN SPACE OUTSIDE OF WETLANDS = 67,952 SQ. FT.
    - OPEN SPACE WITHIN WETLANDS (25% OF REQ. OPEN SPACE MAX.) = 16,155 SQ. FT.
  - ZONING OF PARCELS TO NORTH = R1-C. ZONING OF PARCELS TO EAST, WEST, AND SOUTH = R1-B.
- THIS PROJECT IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS.
- STORMWATER MANAGEMENT SHALL BE IN ACCORDANCE WITH KENT COUNTY WATER AUTHORITY STANDARDS AND SPECIFICATIONS.
- THIS SITE IS CURRENTLY SERVED BY PUBLIC WATERMAIN AND PUBLIC SANITARY SEWER.
- ALL BUILDING EXTERIORS SHALL BE WOOD, BRICK, STONE, ALUMINUM, OR A COMBINATION OF THESE OR COMPARABLE MATERIALS.
- THE PERMANENT PARCEL NUMBER FOR THE SITE IS 41-18-34-200-054 AND 41-18-34-200-040. THE ADDRESS OF THE PROPERTY IS 2920 52ND STREET SE AND 5253 WING AVENUE SE.



OPEN SPACE EXHIBIT  
N.T.S.

**NEDERVELD**  
www.nederveld.com  
800.222.1868  
**GRAND RAPIDS**  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503  
Phone: 616.575.5199  
**ANN ARBOR**  
**CHICAGO**  
**COLUMBUS**  
**HOLLAND**  
**INDIANAPOLIS**  
**ST. LOUIS**

**PREPARED FOR:**  
LAKEWOOD HOMES LLC  
JACK WORKMAN  
3347 Sandy Beach  
Wayland, MI 49348  
Phone: 616.437.4367

**REVISIONS:**  
Title: Preliminary RPUD Submittal  
Drawn: DC    Checked: RP    Date: 2021.05.17

**LAKESWOOD**

**Site Layout Plan**

2920 52ND ST., PART OF 2854 52ND, PART OF 5491 WING AVE. AND 5253 WING AVE.  
PART OF THE NW 1/4 OF SECTION 34, T8N, R11W,  
CITY OF KENTWOOD, KENT COUNTY, MICHIGAN

**STAMP:**

**PROJECT NO:**  
21400356

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





LOCATION MAP  
NOT TO SCALE



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

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS (STANDARD DUTY)
- PROPOSED CONCRETE (STANDARD DUTY)

GENERAL NOTES

- CURRENT ZONING OF PROPERTY: R1-B SINGLE FAMILY RESIDENTIAL  
R1-B STANDARDS (PER SEC 503)  
A) MINIMUM LOT AREA = 14,000 SQ. FT.  
B) MINIMUM LOT WIDTH = 100 FT.  
SETBACKS  
A) FRONT YARD = 40 FT.  
B) SIDE YARD = 7 FT. (25 FT. FOR CORNER)  
C) REAR YARD = 35 FT.
- SUMMARY OF LAND USE:  
A) TOTAL ACREAGE = 8.6 ACRES (367,632 SQ. FT.) (EXCLUDING ROW)  
B) TOTAL AREA OF WETLANDS = 33,882 SQ. FT.  
C) TOTAL UNITS = 15 LOTS  
D) ZONING OF PARCELS TO NORTH = R1-C  
ZONING OF PARCELS TO EAST, WEST, AND SOUTH = R1-B

**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:**  
**LAKEWOOD HOMES LLC**  
**JACK WORKMAN**  
3347 Sandy Beach  
Wayland, MI 49348  
Phone: 616.437.4367

**REVISIONS:**  
Title: Preliminary RPUD Submittal  
Drawn: DC  
Checked: RP  
Date: 2021.05.17

LAKESWOOD

Parallel Plan

2920 52ND ST., PART OF 2854 52ND, PART OF 5461 WING AVE, AND 5253 WING AVE  
PART OF THE NW 1/4 OF SECTION 34, T8N, R11W,  
CITY OF KENTWOOD, KENT COUNTY, MICHIGAN

STAMP:

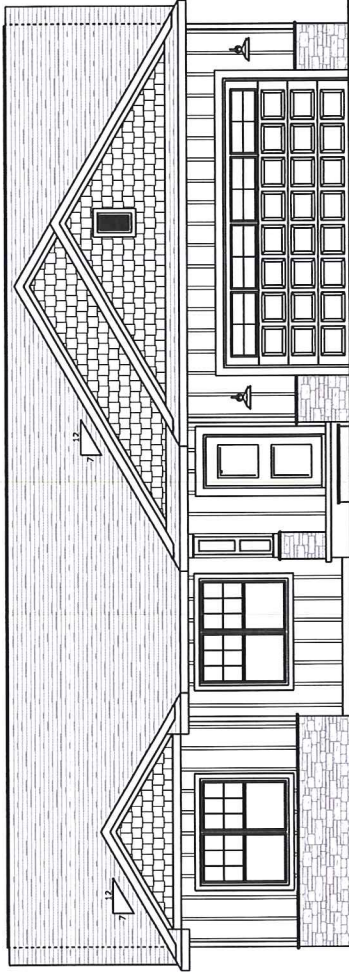
PROJECT NO:  
21400356

SHEET NO:  
**PP**

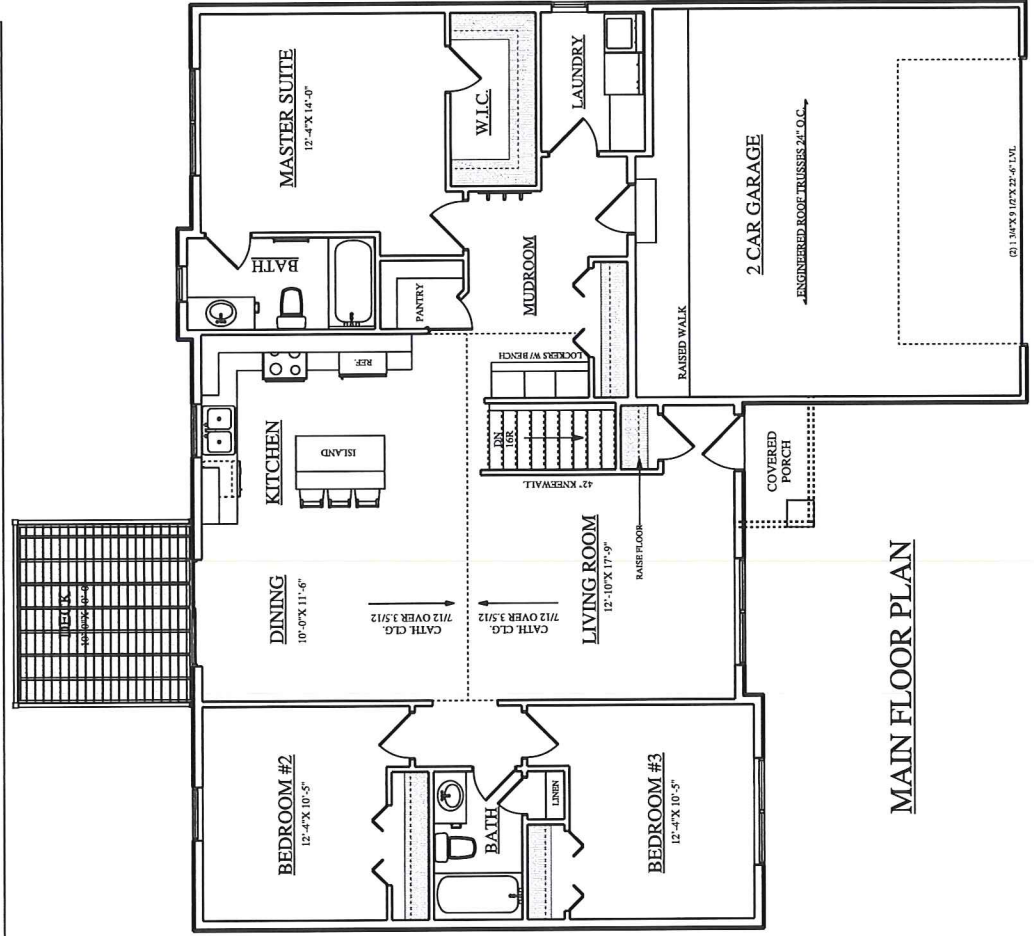
# The Clearview

1495 Total Finished Square Feet

1 Story Ranch with 3 Bedrooms  
2 Full Baths / MF Laundry  
Footprint: 52' Wide by 47'-10" Deep



FRONT ELEVATION



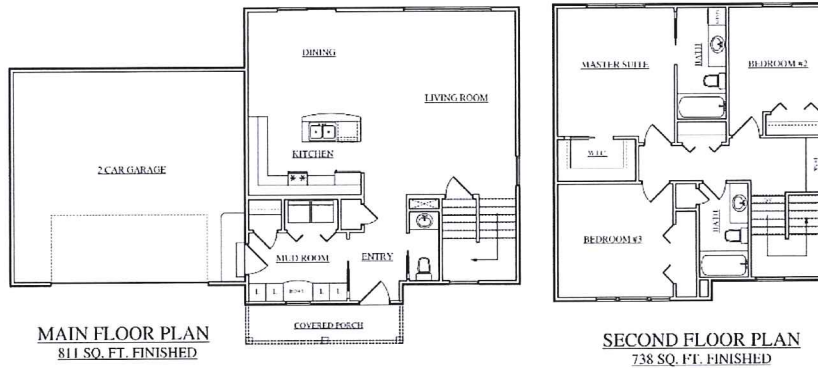
MAIN FLOOR PLAN





**THE JAMESBOROUGH**  
1549 Total Finished Square Feet

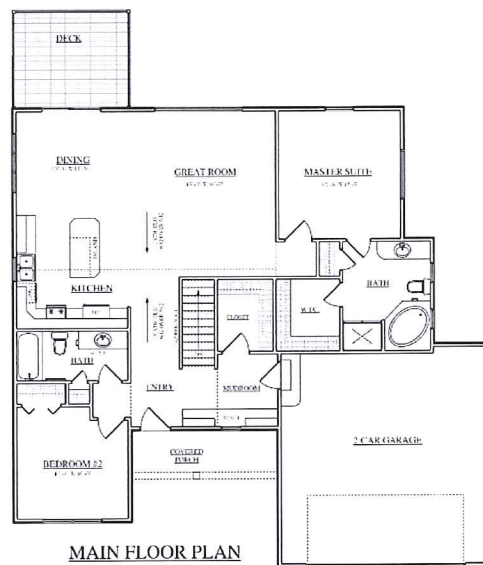
2 Story with 3 Bedrooms  
2 1/2 Bathrooms / MF Laundry  
Footprint: 52' Wide by 34' Deep



**The Alexandria**

1343 Total Finished Square Feet

1 Story Ranch with 2 Bedrooms  
2 Full Baths / MF Laundry  
Footprint: 49'-0" Wide by 45'-9" Deep



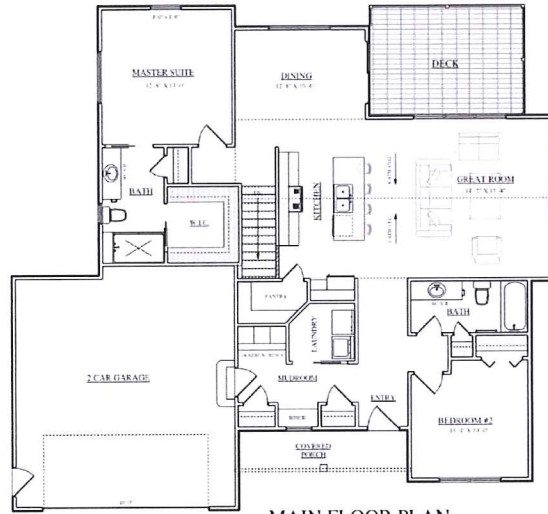
**Lakewood Ravines**  
**Single Family Home Styles**  
(All homes fit on 70 ft lots)



### The Oakmount

1409 Total Finished Square Feet

1 Story Ranch with 2 Bedrooms  
2 Full Baths / MF Laundry  
Footprint: 53'-0" Wide by 48'-8" Deep



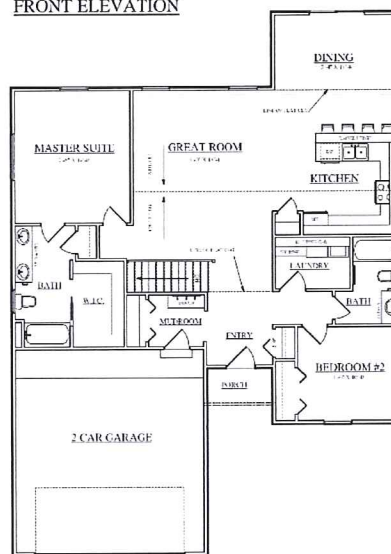
MAIN FLOOR PLAN



### The Edgewood

1406 Total Square Feet Finished

1 Story Ranch with 2 Bedrooms  
2 Full Baths / MF Laundry  
Footprint: 42' Wide by 58' Deep



FRONT ELEVATION

**Lakewood Ravines**  
**Single Family Home Styles**  
(All homes fit on 70 ft lots)

Case No. \_\_\_\_\_

**PLANNING COMMISSION REVIEW  
KENTWOOD PLANNING DEPARTMENT**

**A. Check appropriate request**

REZONING	<input type="checkbox"/>	SPECIAL LAND USE	<input type="checkbox"/>
PRELIMINARY PLAT	<input type="checkbox"/>	PLANNED UNIT DEVELOPMENT	<input checked="" type="checkbox"/>
SITE PLAN	<input type="checkbox"/>	PUD PHASE APPROVAL	<input type="checkbox"/>
OTHER (DESCRIBE)	<input type="checkbox"/>	MAJOR CHANGE TO SITE PLAN	<input type="checkbox"/>

**B. Description of Property**

1. Project Name Lakewood
2. Location 2920 & 2854 52nd Street SE and 5253 & 5491 Wing Avenue SE
3. Total land Area see attached
4. Number of Lots see attached
5. Current Zoning R1-B
6. Proposed zoning RPUD-1
7. Permanent Parcel Number 41-18- 34-200-054; 41-18-34-200-040; pt of 41-18-34-200-032; & pt of 41-18-34-200-053

**C. Owner and Representative**

Owner Jack Workman / Lakewood Homes LLC Representative Nederveld, Inc. Attn: Rick Pulaski

Address 3347 Sandy Beach  
Wayland, MI 49348

Address 217 Grandville Avenue SW; Ste 302  
Grand Rapids, MI 49503

Phone (616) 437-4367

Phone (616) 575-5190

Email jackaworkman@charter.net

Email rpulaski@nederveld.com

(\*Please provide email for correspondence\*)

(\*Please provide email for correspondence\*)

Signature 

Signature 

**D. Authorization for city staff and commissioners to enter the property for evaluation.**

YES X

NO \_\_\_\_\_

**E. Please provide the following applicable items to the Planning Department by 12:00 PM on the submittal day. Failure to complete the proposal package will result in review delay. Please contact the Planning Department at (616) 554-0707 or collierm@ci.kentwood.mi.us if you have any questions.**

1. 15 copies of all drawings (24" x 36" blue lines preferred.)
2. Email Digital Copy of Plans
3. Filing Fee \$ 2,060
4. Escrow Fee (if applicable) \$ 1,500 Escrow fee to cover extraordinary fees directly attributable to the project review. Applicant will also be responsible for any other extraordinary fees in excess of the original escrow fee.
5. Proof of ownership or purchase agreement.
6. Current legal description of the entire property.
7. Department of Natural Resources wetland determination verification (if applicable).

**F. This application meets the Planning Department requirements for processing.**

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date





Broker,

Email: [johncolburnjr@aol.com](mailto:johncolburnjr@aol.com)

Offer Date: 1/21/2021 (time)

2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the City of Kentwood, Kent County, Michigan, commonly known as 2920 52nd Street SE

Permanent Parcel Number 41-18-34-200-054 \_\_\_\_\_ and legally described as follows:

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

3. **Purchase Price.** The purchase price for the Property is:

Dollars [REDACTED] )

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".

**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").

- ☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.

- ☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$\_\_\_\_\_ and payment of the balance \$\_\_\_\_\_ in \_\_\_\_\_ installments of \$\_\_\_\_\_ or more, at Buyer's option, including interest at the rate of \_\_\_\_\_% per annum computed monthly, interest to start on date of closing, and first payment to become due \_\_\_\_\_ after date of closing. The entire unpaid balance will become due and payable \_\_\_\_\_ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

**Financing.** Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

- ☐ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

- ☐ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within \_\_\_\_\_ (\_\_\_\_\_) calendar days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

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:



- ☐ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
- ☐ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

- ☐ 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 re-certified survey under this paragraph and fails to do

Property Address 2920 52nd Street SE  
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Revision Date 5/2017

Buyer's Initials

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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:

None.

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:

None.

7. **Inspections.** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following:

☒ No Inspections    ☐ Soil Borings    ☐ Zoning    ☐ Site Plan Approval    ☐ Utilities    ☐ Permitting    ☐ Other (specify):

Buyer accepts subject property in it's current "as is" condition.

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within ten (10) calendar days after the Effective Date of this Agreement, 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 (whether made intentionally or negligently) regarding any aspect of the Property 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 the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

None.

8. **Closing Adjustments.** The following adjustments shall be made between the parties by 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:
- Prepaid rent and Additional Rent (as defined in the paragraph);
  - Interest on any existing indebtedness assumed by Buyer;
  - Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
  - Utility deposits;
  - Security deposits;
  - 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, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing 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:

None.

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.



Buyer's Initials



Seller's Initials



10. **Special Assessments**, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:
- Buyer shall pay for any deferred assessments.

11. **Conveyance**. Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property 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 Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) all division(s) under Section 106 (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 Premises. Other:

None.

12. **Warranties of Buyer**. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
- 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.
  - 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.
  - 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 Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
  - Other:
- None.

13. **Warranties of Seller**. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:
- Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
  - 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 Property.
  - There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, 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 Property.
  - Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
  - If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
  - 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:
    - 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.
    - The rents set forth are being collected on a current basis and there are no arrearages;
    - 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.
  - With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
  - Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
  - Other:
- Buyer accepts subject property in it's current "as is" condition.

Buyer's Initials

Seller's Initials



25. **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.
26. **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 Broker(s) by a credit reporting agency.
27. **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.
28. **Attorneys' 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.
29. **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 \_\_\_\_\_ (\_\_\_\_) 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 \_\_\_\_\_ (\_\_\_\_) 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 \_\_\_\_\_ (\_\_\_\_) 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:**

Buyer accepts subject property in it's current "as is" condition.

 ☐

Buyer's Initials

☐ 

Seller's Initials



30. **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 none. This brokerage fee shall be paid in full promptly after it is earned, but not later than 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/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

31. **Other Provisions:**

The Release, Indemnity, and Hold Harmless Agreement and "As Is" Addendum signed on 1/13/2021 are to be attached to and a part of this new offer.

There are no other provisions, Buyer accepts the subject property in it's current "as is" condition.

32. **Effective Date.** 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.
33. **Index of Exhibits.** Seller to furnish within the calendar days from effective date as specified below:

Not Applicable	Attached	Exhibit #	Subject	Exhibit to be furnished within ____ number of calendar days
X		A	Disclosure Regarding Real Estate Agency Relationships	
X		B	Income and Expense with respect to the operation of the Premises	
X		C	Written leases and any tenancies not arising out of written leases	
X		D	Service Contracts	
X		F	Addendum	

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

Buyer: Jack Workman  
(print name of individual or entity)

Signature: [Signature]

Its: owner  
(if Buyer is an entity)

Buyer's Address: 3347 Sandy Beach  
Way land MI 49348

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

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

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

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

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

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property 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 Property 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 February 26, 2021 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of fifteen (15) 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 Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:  
None.
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
  - A bill of sale for any Personal Property (described in Exhibit "D").
  - 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.
  - 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.
  - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
  - 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.
  - Payment of the County and State real estate transfer tax.
  - 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:
- 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.
  - 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.
  - 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. **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).
21. **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.
22. **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.
23. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. 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.
24. **Earnest Money.** Buyer gives COLBURN Comm. Prop. LLC, Broker, ten (10) 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 \$ 2000.00 with COLBURN Comm. Prop. LLC, 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.

Buyer's Initials

Seller's Initials



## 35. SELLER'S ACCEPTANCE

Date: 4/28/2021 Time: 11:05 AMThe above offer is hereby accepted ☒ as written ☐ modified as follows:

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: WESLEY BISBEE  
(print name of individual or entity)Seller: \_\_\_\_\_  
(print name of individual or entity)Signature: Wesley Bisbee

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

Its: SECRETARY  
(if Seller is an entity)Its: \_\_\_\_\_  
(if Seller is an entity)Seller's Address: 1005 Red Mills Rd.  
Walkill, NY 12589Bus. Phone: 845-744-6000 Fax: 845-524-0111Email: DSKIMBALL@jw.org

## 36. 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)

## 37. 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)



## RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

For: 2920 52<sup>nd</sup> Street SE, Kentwood, MI 49548

In my decision to purchase this property, I have relied solely upon my own due diligence and the advice of my own representatives, including my attorney, inspectors, and Realtor. I therefore agree to release, indemnify, and hold Seller and Seller's Realtors, agents, and representatives harmless for any negligence, misrepresentation, or failure to disclose any information about the property or about any condition of the property, the neighborhood, or the community, that could influence my decision to purchase the property.

This Release, Indemnity, and Hold Harmless Agreement is being executed contemporaneously with the Purchase Agreement and controls over any provision in the Agreement to the contrary, including any representation made in the Agreement about the property or about any condition thereof that could influence my decision to purchase the property.

Signed:

 1-13-21  
Purchaser Date

Purchaser

Date

## **"AS IS" ADDENDUM**

**For: 2920 52<sup>nd</sup> Street SE, Kentwood, MI 49548**

**"AS IS" Sale.** Purchaser and Seller agree that: (1) Purchaser is purchasing the Property "AS IS" with "ALL FAULTS," that is, in its physical nature and condition as of the date of the execution of this Agreement; (2) Seller makes no warranties or representations concerning the physical nature or condition of the Property; (3) except as set forth in this Agreement, Seller has not made any representation to Purchaser, either directly or through any agent, as to the physical nature or condition of the Property; and (4) Purchaser shall have the right to fully inspect the Property at all reasonable times prior to Closing.

Seller makes no representation or warranty as to whether the Property contains asbestos or any other harmful or toxic substances. Further, to the extent that Seller gives or has given to the Purchaser any information from, or copy of, any inspection, engineering or environmental report concerning asbestos or any other harmful or toxic substances, Seller makes no representation or warranty with respect to the accuracy, completeness, methodology, preparation or any other aspect of the content of any such report. Buyer waives and releases Seller from any and all present or future claims arising from or relating to the presence or alleged presence of asbestos or any other harmful or toxic substances in, on, under or about the Property including, without limitation, any claim under or on account of any Federal, State or local law, ordinance, rule or regulation, now or hereafter in effect. The terms and provisions of this section of the Agreement shall survive the Closing.

In the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding. Further, in the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in any other Addenda attached to the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding.

**Seller:**

By: Wesley Birbee - Secretary

Date: WB 1/28/2021

**Purchaser:**

By: Pat Woodman

Date: 1-28-21

PROPERTY OWNERSHIP INFORMATION  
52<sup>nd</sup> Street & Wing Avenue

Parcels

Ppn 411834200040  
Pnum [41-18-34-200-040](#)  
Owner Name LAKEWOOD HOMES LLC  
Owner Name 2  
Property Address 5253 WING AVE SE  
Property City KENTWOOD  
Property State Zip MI49512  
Code

Parcels

Ppn 411834200053  
Pnum [41-18-34-200-053](#)  
Owner Name LAKEWOOD HOMES LLC  
Owner Name 2  
Property Address 2854 52ND ST SE  
Property City KENTWOOD  
Property State Zip MI49508  
Code

Parcels

Ppn 411834200032  
Pnum [41-18-34-200-032](#)  
Owner Name LAKEWOOD HOMES LLC  
Owner Name 2  
Property Address 5491 WING AVE SE  
Property City KENTWOOD  
Property State Zip MI49512  
Code



PARCEL DESCRIPTIONS  
52<sup>nd</sup> Street & Wing Avenue

Parcel No. 41-18-34-200-054 (2920 52<sup>nd</sup> Street SE)

PART OF NE 1/4 COM 719.08 FT S 88D 39M 05S E ALONG N SEC LINE & 54.07 FT S 0D 49M 39S E FROM N 1/4 COR TH ELY 248.71 FT ALONG SLY LINE OF 52ND ST ON A 7669.24 FT RAD CURVE TO RT /LONG CHORD BEARS S 89D 34M 50S E 248.69 FT/ TH S 88D 39M 05S E ALONG SD SLY LINE 360.29 FT TO E LINE OF W 1/2 NE 1/4 TH S 0D 49M 39S E ALONG SD E LINE 282.37 FT TO S LINE OF N 332.40 FT OF W 1/2 NE 1/4 TH N 88D 39M 05S W ALONG SD S LINE 609.10 FT TH N 0D 49M 39S W 278.34 FT TO BEG \* SEC 34 T6N R11W 3.94 A

Parcel No. 41-18-34-200-040 (5253 Wing Avenue SE)

PART OF NE 1/4 COM AT NE COR OF S 2312 FT OF W 1/2 NE 1/4 TH W ALONG N LINE OF S 2312 FT OF W 1/2 NE 1/4 TO E LINE OF W 660 FT OF NE 1/4 TH S ALONG SD E LINE TO A PT 245.99 FT N ALONG SD E LINE FROM N LINE OF S 1837 FT OF W 1/2 NE 1/4 TH E PAR WITH E&W 1/4 LINE 403.55 FT TO W LINE OF E 265 FT OF W 1/2 NE 1/4 TH N ALONG SD W LINE TO N LINE OF S 2282 FT OF W 1/2 NE 1/4 TH E ALONG SD N LINE TO E LINE OF W 1/2 NE 1/4 TH N TO BEG \* SEC 34 T6N R11W 2.24 A.

Parcel No. 41-18-34-200-053 (2854 52<sup>nd</sup> Street SE)

PART OF NE 1/4 COM 67.06 FT S 0D 46M 24S E ALONG N&S 1/4 LINE FROM N 1/4 COR TH S 88D 39M 05S E ALONG SLY LINE OF 52ND ST 230.05 FT TH ELY 301.90 FT ALONG SD SLY LINE ON A 7778.66 FT RAD CURVE TO LT /LONG CHORD BEARS S 89D 45M 57S E 301.88 FT/ TH N 89D 07M 20S E ALONG SD SLY LINE 137.59 FT TH ELY 49.31 FT ALONG SD SLY LINE ON A 7669.24 FT RAD CURVE TO RT /LONG CHORD BEARS N 89D 18M 23E 49.31 FT/ TH S 0D 49M 39S E 278.34 FT TO S LINE OF N 332.40 FT OF W 1/2 NE 1/4 TH N 88D 39M 05S W ALONG SD S LINE 719.39 FT TO N&S 1/4 LINE TH N 0D 46M 24S W ALONG N&S 1/4 LINE 265.34 FT TO BEG \* SEC 34 T6N R11W 4.43 A.

Parcel No. 41-18-34-200-032 (5491 Wing Avenue SE)

S 772 FT OF W 1/2 NE 1/4 EX S 20 A. ALSO N 1540 FT OF S 2312 FT OF W 660 FT OF W 1/2 NE 1/4 \* SEC 34 T6N R11W 26.29 A.

**LAKEWOOD HOMES LLC**

3347 SANDY BEACH ST  
WAYLAND, MI 49348-9333



**MACATAWA BANK**

1 (877) 820-2265  
www.macatawabank.com  
74-1384/724



6220

5/7/2021

PAY TO THE  
ORDER OF

City of Kentwood

\$ \*\*2,060.00


Two Thousand Sixty and 00/100\*\*\*\*\*

DOLLARS

City of Kentwood  
4900 Breton Ave SE  
Kentwood Mi 49518-8848

MEMO

PUD APP. FEE

  
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈006220⑈ ⑆072413845⑆ 21401332004⑈

LAKEWOOD HOMES LLC

City of Kentwood

PUD App. Fee

5/7/2021

2,060.00

6220

MACATAWA BANK C PUD APP. FEE

2,060.00



6221

**LAKEWOOD HOMES LLC**

3347 SANDY BEACH ST  
WAYLAND, MI 49348-9333



**MACATAWA BANK**

1 (877) 820-2265  
www.macatawabank.com  
74-1384/724



5/7/2021

PAY TO THE  
ORDER OF

City of Kentwood

\$ \*\*1,500.00

One Thousand Five Hundred and 00/100\*\*\*\*\*

DOLLARS

City of Kentwood  
4900 Breton Ave SE  
Kentwood Mi 49518-8848

MEMO

Escrow Fee Lakewood

  
AUTHORIZED SIGNATURE

Security features. Details on back

⑈006221⑈ ⑆072413845⑆ 21401⑈332⑈4⑈

LAKEWOOD HOMES LLC

City of Kentwood

Escrow Fee

5/7/2021

1,500.00

6221

MACATAWA BANK C Escrow Fee Lakewood

1,500.00