

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Board Room**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Tuesday, January 19, 2021**  
**8:30 AM**

**Public Comment:**

**Consent Items:**

1. Approval of the Agenda
2. Approval of the minutes from the [December 15, 2020](#) Planning and Policy Committee meeting.

**Action Items:**

1. Election of Committee Vice Chair  
Suggested Motion:  
To elect \_\_\_\_\_ as Vice Chairperson of the Planning and Policy Committee for 2021.
2. [2021 Ottawa County Parks, Recreation, and Open Space Plan](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the Resolution adopting the 2021 Ottawa County Parks, Recreation, and Open Space Plan as the official planning document for the Ottawa County Parks Commission and to recommend transmittal of the plan to the State of Michigan.
3. [Short-term Lease with West Michigan Agricultural Education Center](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the short-term lease with the West Michigan Agricultural Education Center be extended by one year to allow farming activity in the 2021 season.
4. [Idema Explorer's Trail – Allendale Segment – 60<sup>th</sup> Avenue Trail](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the trail easements from Robert and Harriet Austin at 12222 60<sup>th</sup> Avenue at the cost of \$2,000 and from Dale and Kathy Knoper at 11840 68<sup>th</sup> Avenue at a cost of \$1,215.45.

**Discussion Items:**

1. 2021 Planning and Policy Committee Meeting Schedule – current: third Tuesday of each month at 8:30 am.
2. Legislative Issues
  - a. Current Legislative Priorities

**Adjournment**

**Comments on the day's business are to be limited to three (3) minutes.**

**PLANNING AND POLICY COMMITTEE**

**Proposed Minutes**

DATE: December 15, 2020

TIME: 8:33 a.m.

PLACE: Fillmore Street Complex

PRESENT: Matthew Fenske, Allen Dannenberg, Francisco Garcia (zoom), Philip Kuyers (zoom), Gregory DeJong

STAFF & GUESTS: Alan Vanderberg, Administrator; John Shay, Deputy County Administrator; Doug Van Essen, Corporate Counsel; Paul Sachs, Planning & Performance Improvement Director; Jason Shamblin, Parks & Recreation Director; Becky Huttenga, Economic Development Coordinator; Sherri Sayles, Chief Deputy Clerk

**SUBJECT: CONSENT ITEMS**

PP 20-049 Motion: To approve the agenda of today as presented and amended adding Action Item #2 – Idema Explorers Trail – 60<sup>th</sup> Ave. Trail Easement and to approve the minutes from the October 20, 2020 Planning & Policy Committee meeting as presented.  
Moved by: Matthew Fenske UNANIMOUS

**SUBJECT: DISSOLUTION OF THE OTTAWA COUNTY REMONUMENTATION COMMITTEE**

PP 20-050 Motion: To approve and forward to the Board of Commissioners the Resolution to dissolve the Ottawa County Remonumentation Committee.  
Moved by: Allen Dannenberg UNANIMOUS

**SUBJECT: IDEMA EXPLORERS TRAIL – 60<sup>TH</sup> AVE. TRAIL EASEMENT**

PP 20-051 Motion: To accept the trail easement from Thomas and Dora Runyon at 11822 60<sup>th</sup> Ave. at cost of \$2,258 and forward to the County Board of Commissioners for final approval.  
Moved by: Philip Kuyers UNANIMOUS

**SUBJECT: LEGISLATIVE ISSUES**

1. Legislative Issues
  - a. Current Legislative Priorities – John Shay presented the current Legislative Priorities for December 2020. The House has been out of session due to COVID but expected back today.
2. Commissioner Dannenberg questioned where the State is with the roads. An update will be in the Administrator’s Digest.

3. Brief discussion on monitoring federal level issues. John Shay reported they are monitoring funding at that level and Commissioner Kuyers reported MAC watches this.
4. Commissioners will be meeting in-person for the January 4<sup>th</sup> Organizational Meeting for their swearing in.

SUBJECT: ADJOURNMENT

PP 20-052

Motion: To adjourn at 9:02 a.m.  
Moved by: Allen Dannenberg

UNANIMOUS

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 01/19/2021

**Requesting Department:** Parks and Recreation Commission

**Submitted By:** Jason Shamblin, Director

**Agenda Item:** 2021 Ottawa County Parks, Recreation, and Open Space Plan

## Suggested Motion:

To approve and forward to the Board of Commissioners the Resolution adopting the 2021 Ottawa County Parks, Recreation, and Open Space Plan as the official planning document for the Ottawa County Parks Commission and to recommend transmittal of the plan to the State of Michigan.

## Summary of Request:

A year long planning process including extensive public input and analysis of park goals and resources has culminated in the final draft of the 2021 Parks, Recreation, and Open Space Plan. The plan specifically addresses desired capital improvement projects to meet the needs of the County's growing population as well as meet the requirements of State grant programs to allow Ottawa County to remain eligible for these funds. The Plan is intended to guide Ottawa County with its parks, recreation, and open space planning and development efforts for the next five-year period. An overview of key aspects of the plan is as follows:

- + Continues emphasis on high-quality maintenance and operations with projections of long-term capital renovation needs. Over one-third of discretionary (non-operating) millage funds are dedicated to renovations of current park facilities.
- + Identifies key property acquisitions and funding to enhance and expand park properties.
- + Calls for efforts to improve and develop the Macatawa and Pigeon River Greenways, Ottawa Sands, the Bend Area, and to complete the Idema Explorers Trail along the Grand River Greenway.
- + Continues efforts to meet and exceed ADA accessibility guidelines at all lands and facilities.
- + Provides flexibility to consider other unexpected opportunities and expand existing park properties.
- + Continues focus on providing quality nature education programs throughout the park system.
- + Expands emphasis on communications to residents of available opportunities for optimal park use.

The plan also includes detailed budget projections and a capital improvement schedule. The plan notes that the current dedicated parks millage combined with grant funds has allowed the Parks Commission to provide a large and high-quality park system to serve residents and visitors. However, with continued park expansion, a higher percentage of millage funds are now devoted to operations and maintenance, creating greater reliance on other funding for new initiatives.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

**Action is Related to Strategic Plan:**

**Goal:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

**Objective:** Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/06/2021

Parks and Recreation Commission

**COUNTY OF OTTAWA**

**STATE OF MICHIGAN**

**RESOLUTION**

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan held at the Fillmore Street Complex in the Township of Olive, Michigan on the 26<sup>th</sup> day of January 2021 at 1:30 o'clock p.m. local time.

PRESENT: Commissioners: \_\_\_\_\_

\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, the Ottawa County Parks and Recreation Commission has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five-year period covering the years 2021 through 2026, and

WHEREAS, the Ottawa County Parks and Recreation Commission began the process of developing the *2021 Ottawa County Parks, Recreation, and Open Space Plan* in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities, and

WHEREAS, residents of the Ottawa County were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan, and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days, and

WHEREAS, a public hearing was held on December 2, 2020 at the Ottawa County Fillmore Street Administrative Complex to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the *2021 Ottawa County Parks, Recreation, and Open Space Plan* and

WHEREAS, the Ottawa County Parks and Recreation Commission has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the residents and visitors of Ottawa County, and

WHEREAS, at a meeting held on January 6, 2021, the Ottawa County Parks and Recreation Commission voted to adopt said *2021 Ottawa County Parks, Recreation, and Open Space Plan*.

NOW, THEREFORE BE IT RESOLVED that the Ottawa County Board of Commissioners hereby adopts the *2021 Ottawa County Parks, Recreation, and Open Space Plan* as a reference document for future decision-making and that the plan be transmitted to the Michigan Department of Natural Resources.

YEAS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABESTENTIONS: Commissioners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RESOLUTION ADOPTED.

\_\_\_\_\_  
Chairman, Roger A. Bergman  
Board of Commissioners

\_\_\_\_\_  
Justin F. Roebuck  
County Clerk/Register of Deeds



# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 01/19/2021

**Requesting Department:** Parks and Recreation Commission

**Submitted By:** Jason Shamblin, Director

**Agenda Item:** Short-term Lease with West Michigan Agricultural Education Center

## Suggested Motion:

To approve and forward to the Board of Commissioners the short-term lease with the West Michigan Agricultural Education Center be extended by one year to allow farming activity in the 2021 season.

## Summary of Request:

Ottawa County Parks leases land to the West Michigan Agricultural Education Center (WMAEC) at Eastmanville Farm for the purposes of creating a farm park and educating the public about agriculture in Ottawa County. WMAEC leases 83.1 acres on a long-term ten year lease that expires at the end of 2021. They also lease 5.5 acres (see map, areas 1 & 2) in short-term leases that expired in 2020. Staff recommends extending the short-term lease one year to allow staff to initiate the process for restoration planning.

## Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	-----------------------------	---

If not included in budget, recommended funding source:

**Action is Related to an Activity Which Is:**  Mandated  Non-Mandated  New Activity

## Action is Related to Strategic Plan:

**Goal:** Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

**Objective:** Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

**Administration:**  Recommended  Not Recommended  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 01/06/2021

Parks and Recreation Commission

**EXTENSION OF SHORT-TERM LEASE AGREEMENT FOR  
CERTAIN AREAS**

This Short-term Lease Extension Agreement is made this 1st day of January, 2021, by and between the County of Ottawa, for an on behalf of the Ottawa County Parks & Recreation Commission and the Ottawa County Parks & Recreation Department, 12220 Fillmore Street, West Olive, Michigan 49460 (“Lessor”) and the West Michigan Agricultural Education Center, 7851 Leonard Road, Coopersville, Michigan 49404 a Michigan not-for-profit corporation (“Lessee”), with reference to the following facts and circumstances:

A. The parties are Lessor and Lessee, respectively, of certain leased acreage leased to the West Michigan Agricultural Education Center, pursuant to a ten-year Lease Agreement dated June 30th, 2011 (“the Lease Agreement”).

B. In Exhibit “B,” the Lease Agreement identifies three (3) “Three-Year Lease Areas” (Area #1, and Area #2) which were leased from Lessor by Lessee for a three year period which expired in 2018 and again for a one year period which expired in 2020 (“Short-term Lease Agreement”).

**WHEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. Extension of Short-term Lease Agreement:** For the sum of \$1 paid by Lessee on the and for the promises and assurances set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Ottawa County agrees to extend the Short-term Lease Agreement for that portion of the Eastmanville Farm Park acreage identified as “Three-Year Lease Areas 1& 2,” for the purposes of farming and demonstration of agricultural practices for education, which purposes are identified and acknowledged by both parties as being

consistent with the “Plan of Operation and Development” for the West Michigan Agricultural and Education Center, being Exhibit “C” of the Lease Agreement.

**2. Term of this Extension of the Short-term Lease Agreement:** This extension of the Short-term Lease Agreement extends from the 2020 expiration until December 31, 2021.

Lessee shall have complete access to Lease Areas 1& 2 as of the effective date of this Extension of the Short-term Lease Agreement.

**3. Specific Terms and Conditions:** Lessees’ activities on the short-term leasehold during the extension must be consistent with the Long-term Lease Agreement and Plan of Operation and Development, as described in Exhibit C to the Lease Agreement. In all other respects, the provisions in the Short-term Lease Agreement are extended herein. The parties recognize that the Lease Agreement, the Short-term Lease Agreement and this extension are the only leases existing among the parties and that none can be assigned without the approval of all parties.

In witness whereof, the parties have executed this Extension of the Short-term Lease Agreement.

COUNTY OF OTTAWA

By: \_\_\_\_\_  
Roger Bergman, Chairperson  
Board of Commissioners

By: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register

LESSEE – West Michigan Agricultural Education Center

By: \_\_\_\_\_

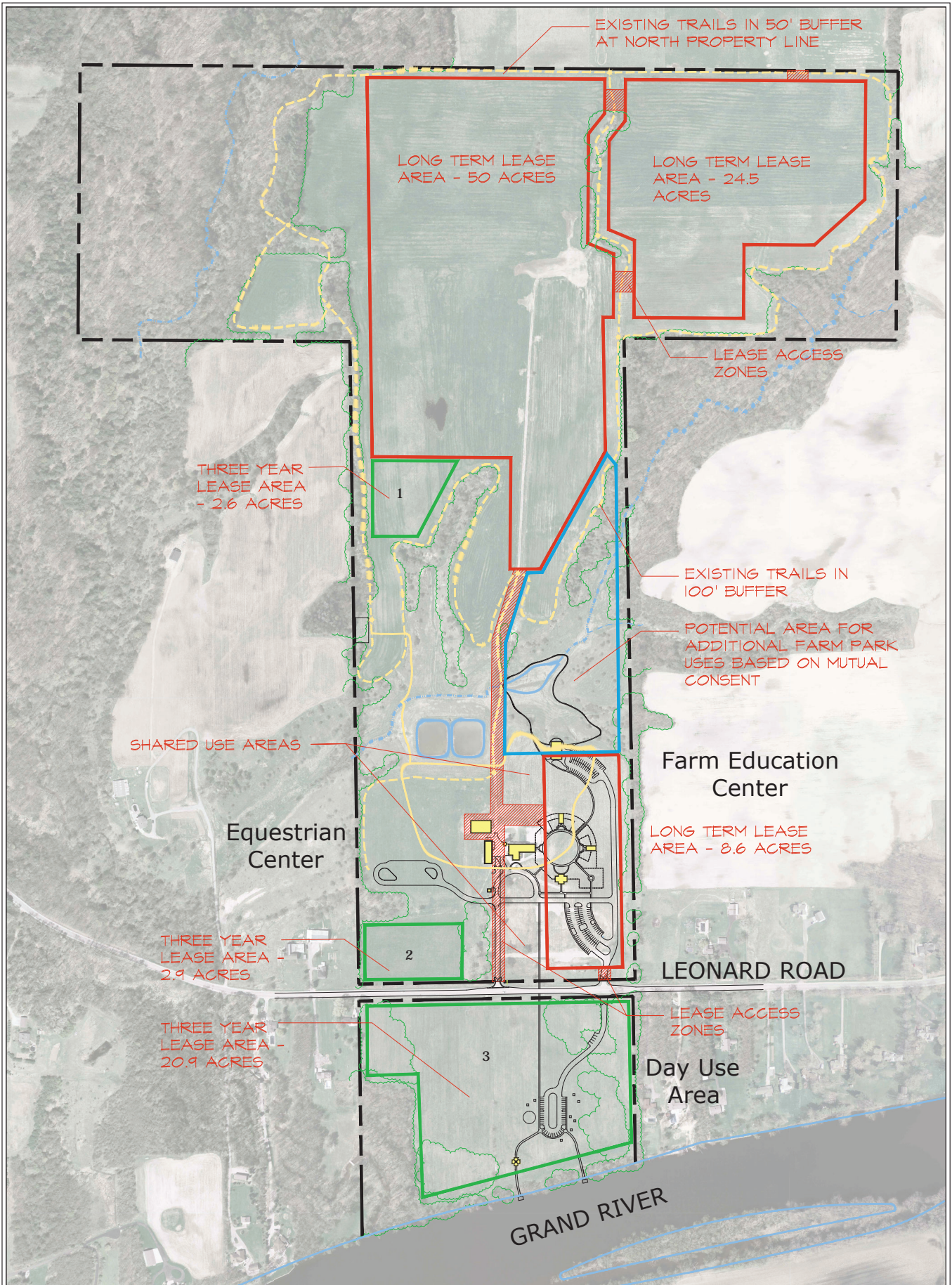
Its: \_\_\_\_\_

OTTAWA COUNTY PARKS & RECREATION COMMISSION

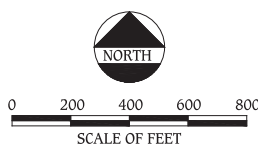
By: \_\_\_\_\_  
Kelly Rice, President

By: \_\_\_\_\_  
Philip Kuyers, Secretary





Lease Area Plan  
**Eastmanville Farm**  
 Polkton Township, Michigan  
 JUNE 1, 2011





# Action Request

Electronic Submission – Contract # 1132



**Committee: PLANNING AND POLICY**

**Meeting Date: 1/19/2021**

**Vendor/3<sup>rd</sup> Party: KYLE ROFFEY**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON SHAMBLIN**

**Agenda Item: Idema Explorer's Trail - Allendale Segment - 60th Avenue Trail**

## Suggested Motion:

To approve and forward to the Board of Commissioners the trail easements from Robert and Harriet Austin at 12222 60th Ave. at cost of \$2,000.00 and from Dale and Kathy Knoper at 11840 60th Ave. at a cost of \$1,215.45.

## Summary of Request:

Ottawa County Parks has been working along various portions of the Idema Explorers Trail route to acquire easements that would facilitate construction, reduce overall costs, or improve the user experience along the trail. These easements allow construction in a location where there is not enough usable road right-of-way to construct the trail and to save existing large trees along the road right-of-way in Allendale Township. The Austin easement was negotiated from the estimated value of \$1,890.00 to \$2,000.00. The Knoper easement is at the estimated value.

## Financial Information:

Total Cost: \$3,215.45

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

## Action is Related to an Activity Which Is: Non-Mandated

### Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective:

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 1/19/2021

**BICYCLE PATH AND WALKWAY EASEMENT**

**Parcel No. 70-09-14-400-042  
60th Avenue  
Non-Motorized Trail Project  
(Allendale Township)**

**THIS INDENTURE** made and entered into this 10<sup>TH</sup> day of December, 2020, by and between **ROBERT W. AUSTIN, also known as Robert W. Austin, Jr., and HARRIET J. AUSTIN, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012, as their interests may appear, of 12222 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the COUNTY OF OTTAWA, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"**

**BACKGROUND:**

For and in consideration of the sum of Two Thousand and no/100 (\$2,000.00) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88

degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

**IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** The East 20.00 feet of the West 53.00 feet of the North 180.00 feet of the above-described Fee Description; and the East 15.00 feet of the West 48.00 feet of the above-described Fee Description, except the North 180.00 feet thereof, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

**TO HAVE AND TO HOLD** the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the County's expense.

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner





U N P L A T T E D

300

SOUTHWEST 1/4, SECTION 14  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

-044

SMITH HARRY M.  
#122351

-050

SMITH HARRY M.  
#12241

EX. U.G. FIBER & CATV

50

51

52

53

EX. 4" GAS

15'

±120'

180'

20'

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE P

26

LEN TYLER  
#12217A  
74

-007

VAN WIENEN  
JOHN  
#12218

-042

AUSTIN ROBERT & HARRIET TRUST  
#12222

400

SOUTHEAST 1/4, SECTION 14  
ALLEDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

- 33.0'

U N P L A T T E D

10.8'

**STATEMENT OF JUST COMPENSATION**

**TO: ROBERT W. AUSTIN, a/k/a Robert W. Austin, Jr.  
HARRIET J. AUSTIN, individually, and as  
Co-Trustees of the Austin Family Protection Trust,  
under written Trust Agreement dated April 23, 2012  
12222 60th Avenue  
Allendale MI 49401**

**["Interested Person(s)"]**

**THIS STATEMENT OF JUST COMPENSATION** is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by the **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission** (the Grantee), for the **60th Avenue Bicycle Path Project in Allendale Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

**Real Property:** That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88 degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

**Interest Obtained:** Bicycle Path and Walkway Easement ("Easement").

**Description of Property:** The East 20.00 feet of the West 53.00 feet of the North 180.00 feet of the above-described Real Property Description; and the East 15.00 feet of the West 48.00 feet of the above-described Real Property Description, except the North 180.00 feet thereof, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

**Interested Person(s):** Robert W. Austin, also known as Robert W. Austin, Jr., and Harriet J. Austin, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Person(s).

**Appraised Fair Market Value:** For the sum of Two Thousand and no/100 (\$2,000.00) Dollars Just Compensation deemed payable, the Interested Persons grant to the Grantee the Easement over Parcel No. 70-09-14-400-042.

COUNTY OF OTTAWA  
a body corporate

By: Curtis Tee Hoar  
Its: COORDINATOR OF PLANNING

- Authorized Valuation Declarant on behalf of the  
Parks & Recreation Commission -

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a Donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Bicycle Path and Walkway Easement is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the granting of the interest being requested by the party receiving the Easement.

Dated this 10<sup>th</sup> day of December, 2020.

Robert W. Austin, Jr.  
Robert W. Austin, a/k/a Robert W. Austin, Jr.

Harriet J. Austin  
Harriet J. Austin

- individually, and as Co-Trustees of the Austin Family  
Protection Trust, under written Trust Agreement dated  
April 23, 2012 -

U N P L A T T E D

300

SOUTHWEST 1/4, SECTION 14  
ALLENDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

-044  
SMITH HARRY M.  
#12235

-050  
SMITH HARRY M.  
#12231

EX. U.G. FIBER & CATV

50

51

52

53

EX. 4" GAS

15'

±120'

180'

20'

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE P

16  
EN TYLER  
KA  
+  
-007  
VAN WIENEN  
JOHN  
#12218

-042  
AUSTIN ROBERT & HARRIET TRUST  
#12222

400

SOUTHEAST 1/4, SECTION 14  
ALLENDALE TOWNSHIP  
TOWN 7 NORTH, RANGE 14 WEST

33.0'

U N P L A T T E D

10.8'

## CERTIFICATE OF TRUST

**ROBERT W. AUSTIN and HARRIET J. AUSTIN**, being first duly sworn, depose and say as follows:

1. We are the Grantors and present Co-Trustees of the **Austin Family Protection Trust** established under written Trust Agreement dated April 23, 2012 (the "Trust").
2. Our mailing address is 12220 60th Avenue, Allendale, Michigan 49401.
3. The real property affected by this Certificate is located in the **Township of Allendale, County of Ottawa and State of Michigan**, and described specifically as follows:

That part of the Southeast one-quarter (SE 1/4) of Section 14, Town 7 North, Range 14 West, described as beginning at the Southwest corner of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section, said point lies North 00 degrees 00 minutes 00 seconds West 1327.73 feet from the South one-quarter (S 1/4) corner of said Section; thence North 00 degrees 00 minutes 00 seconds West 300.00 feet to a point that lies North 00 degrees 00 minutes 00 seconds West 1627.73 feet from the South one-quarter (S 1/4) corner of said Section; thence South 88 degrees 35 minutes 37 seconds East 445.00 feet; thence North 00 degrees 00 minutes 00 seconds West 273.00 feet to Reference Point B in the center of a creek; thence Easterly 230.00 feet more or less along the centerline of said creek to a point on the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section that lies North 86 degrees 30 minutes 10 seconds East 222.02 feet from said Reference Point B; thence South 00 degrees 02 minutes 16 seconds East 592.00 feet along the East line of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section; thence North 88 degrees 35 minutes 35 seconds West 667.06 feet along the South line of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section to the place of beginning.

(Tax Parcel No. 70-09-14-400-042, commonly known as 12222 60th Avenue, Allendale, Michigan.)

4. We certify that we have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.



**CONSENT AND ACKNOWLEDGMENT OF EASEMENT**

**Parcel 70-09-14-400-042 (Austin)**

**KNOW ALL MEN BY THESE PRESENTS**, that **LAKE MICHIGAN CREDIT UNION**, a state chartered credit union under the laws of the State of Michigan, of P. O. Box 2848, Grand Rapids, Michigan 49501-2848, as the Mortgagee under a certain Mortgage dated February 20, 2020, and recorded on February 26, 2020, as Document No. 2020-0007197 of Ottawa County records, hereby consents to the grant of Easement made by **Robert W. Austin, also known as Robert W. Austin, Jr., and Harriet J. Austin, individually, and as Co-Trustees of the Austin Family Protection Trust, under written Trust Agreement dated April 23, 2012, as their interests appear**, Mortgagors in the Mortgage herein described, to **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, dated \_\_\_\_\_, 2020, and recorded on \_\_\_\_\_, 2020, as Document No. 2020-\_\_\_\_\_ of Ottawa County records**, and acknowledges that such Mortgage will be subject to this Easement. Mortgagee agrees that the Easement consented to by this instrument does not trigger any due-on-sale provision of the Mortgage or otherwise constitute a default of any provision of the Mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LAKE MICHIGAN CREDIT UNION**  
a state chartered credit union under the laws of the  
State of Michigan

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_





**BICYCLE PATH AND WALKWAY EASEMENT**

**Parcel No. 70-09-23-200-027  
60th Avenue  
Non-Motorized Trail Project  
(Allendale Township)**

**THIS INDENTURE** made and entered into this 14<sup>th</sup> day of December, 2020, by and between **DALE L. KNOPER and KATHY L. KNOPER**, as **TRUSTEES OF THE DALE AND KATHY KNOPER TRUST**, under written agreement dated **March 4, 2019**, of 11840 60th Avenue, Allendale, Michigan 49401, hereinafter "Grantor," and the **COUNTY OF OTTAWA**, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, hereinafter "County;"

**BACKGROUND:**

For and in consideration of the sum of One Thousand Two Hundred Fifteen and 45/100 (\$1,215.45) Dollars, the receipt of which is hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, convey and assign unto the County, its successors and assigns, a non-exclusive, perpetual and permanent easement and right-of-way over and across that certain piece or parcel of land situated in the **Township of Allendale, County of Ottawa and State of Michigan**, the piece or parcel of land being owned by the Grantor in fee simple and described as follows:

**Fee Description:** That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

**IN A PUBLIC NON-MOTORIZED TRAILWAY FOR A BICYCLE PATH AND WALKWAY EASEMENT SPECIFICALLY DESCRIBED AS FOLLOWS:**

**Easement Description:** The East 15.00 feet of the West 48.00 feet of the South 73.00 feet of the above-described Fee Description, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Bicycle Path and Walkway (including sidewalks, and boardwalks, at the election of the County) which may run over and across the above-described Easement, all hereinafter collectively sometimes referred to as the "Bicycle Path and Walkway Easement."

The Easement shall include the right to enter upon sufficient land owned by the Grantor which is adjacent to the Bicycle Path and Walkway as is required for the construction, installation, maintenance, repair, upkeep, replacement, reinstallation, operation and inspection of the Bicycle Path and Walkway, together with the right to install signs on the adjacent land as to the use by the public.

**TO HAVE AND TO HOLD** the Bicycle Path and Walkway Easement over and across the above-described piece or parcel of land to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors and assigns, **FOREVER**.

The Grantor warrants that they have the right and authority to grant this Easement as above-described and own the lands covered by the Easement.

The Easement shall include, but not be limited to, the right to enter upon the Easement at any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Bicycle Path and Walkway, together with the right to excavate a foundation for the location of such Bicycle Path and Walkway. The Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement which may interfere with the location, construction, maintenance, repair or upkeep of such Bicycle Path and Walkway. The County, as a consideration for our granting the right to construct and install such Bicycle Path and Walkway, shall be obligated to fill and grade to ground level the areas adjoining the Bicycle Path and Walkway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass along side such Bicycle Path and Walkway. The County further covenants and agrees that it will restore such piece or parcel of land to a similar condition, insofar as is reasonably possible, in the event it shall at any time become necessary to enter upon the easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Bicycle Path and Walkway.

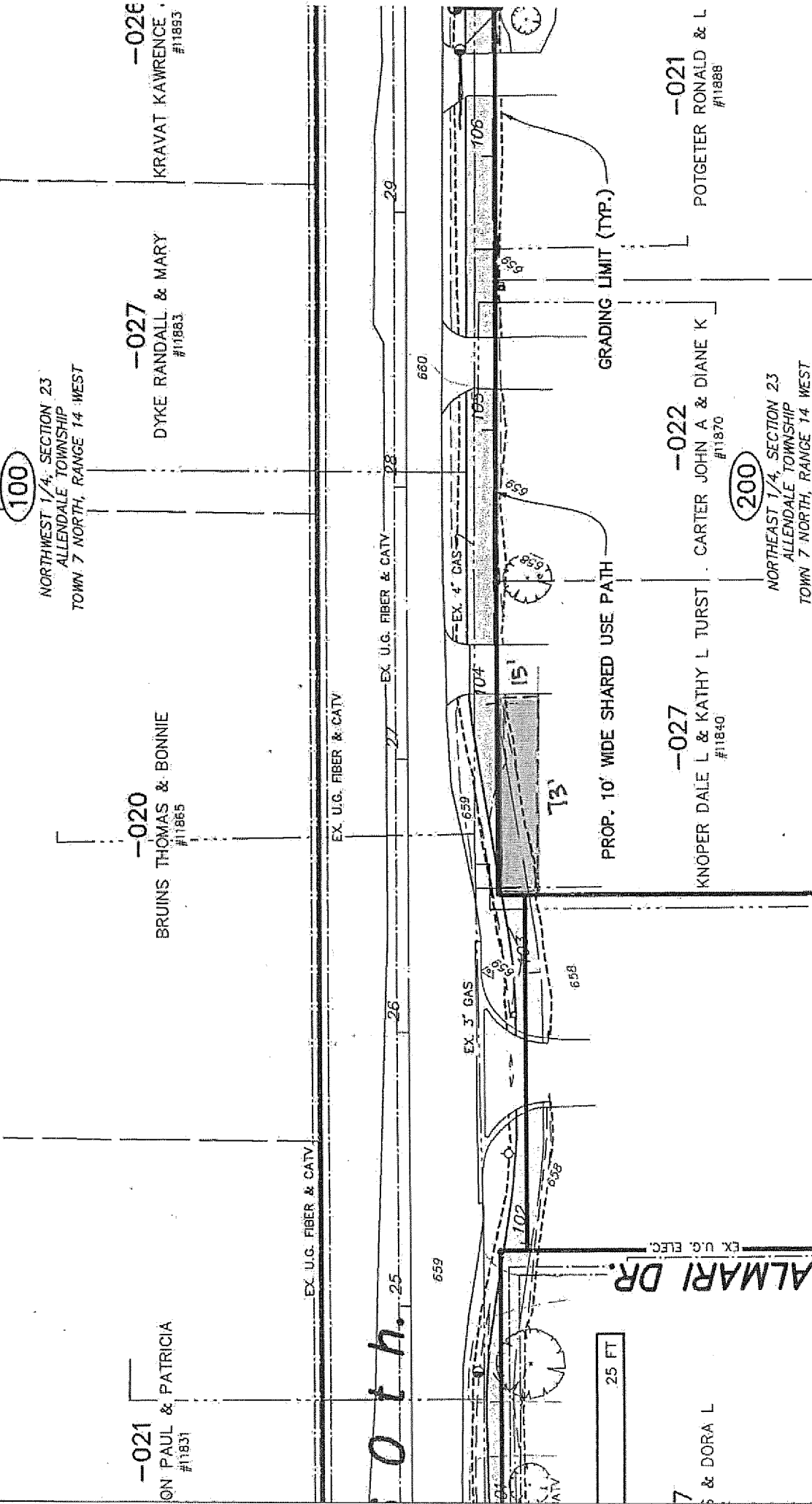
The removal or demolition of any existing buildings, structures or fences required for the reasonable exercise of the foregoing powers shall be removed or demolished at the County's expense.

The County agrees to fully indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by or growing out of the construction, installation, repair, upkeep, maintenance or presence of the Bicycle Path and Walkway over and across the piece or parcel of land of Grantor, except for the negligence or intentional acts of the Grantor, their heirs, representatives, successors or assigns. The Grantor further agrees that they will not construct a building, structure or improvement on such Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Bicycle Path and Walkway, and this conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except as above provided.



U N P L A T T E D

U N P L A T T E D



100

200

-021

ON PAUL & PATRICIA #11831

-020

BRUINS THOMAS & BONNIE #11865

-027

DYKE RANDALL & MARY #11883

-02E

KRAVAT KAWRENCE #11853

-021

POTGETER RONALD & L #11888

-022

CARTER JOHN A & DIANE K #11870

-027

KNOPER DALE L & KATHY L TURST #11840

25 FT

PROP. 10' WIDE SHARED USE PATH

GRADING LIMIT (TYP.)

ALMARI DR. EX. U.G. ELEC.

PIPE SMOOTH - 20.1'  
 CH PLASTIC - 20.0'  
 PING - 38.3'

REBAR - 33.0'  
 - 44.5'  
 HEAD - 49.2'

& STREET - 38.6'

- 36.2'

REBAR - 33.1'

43.9'

- 43.4'

**STATEMENT OF JUST COMPENSATION**

**TO: DALE L. KNOPER and KATHY L. KNOPER,  
as TRUSTEES OF THE DALE AND KATHY KNOPER  
TRUST, under written agreement dated March 4, 2019  
11840 60th Avenue  
Allendale MI 49401**

["Interested Person(s)"]

**THIS STATEMENT OF JUST COMPENSATION** is based on the Fair Market Value of the interest in real property, hereinafter described, obtained by the **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, acting by and through its Parks & Recreation Commission** (the Grantee), for the **60th Avenue Bicycle Path Project in Allendale Township**. This Statement is not less than the appraised value of the interest in the property acquired, and this Statement disregards any decrease or increase of the Fair Market Value of the property caused by the Project. It has been determined that there is no damage to any remaining real property. There are no buildings, structures or other improvements, including fixtures, removable building equipment and trade fixtures which are considered to be part of the real property interest for which the Offer of Just Compensation is made, as follows:

**Real Property:** That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

**Interest Obtained:** Bicycle Path and Walkway Easement ("Easement").

**Description of Property:** The East 15.00 feet of the West 48.00 feet of the South 73.00 feet of the above-described Real Property Description, the West 33.00 feet thereof being used for 60th Avenue, a public street, as shown on the attached Easement Sketch.

**Interested Person(s):** Dale L. Knoper and Kathy L. Knoper, as Trustees of The Dale and Kathy Knoper Trust, under written agreement dated March 4, 2019.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Person(s).

**Appraised Fair Market Value:** For the sum of One Thousand Two Hundred Fifteen and 45/100 (\$1,215.45) Dollars Just Compensation deemed payable, the Interested Persons grant to the Grantee the Easement over Parcel No. 70-09-23-200-027.

COUNTY OF OTTAWA  
a body corporate

By: Curtis Ter Haar

Its: COORD. OF PLANNING

- Authorized Valuation Declarant on behalf of the  
Parks & Recreation Commission -

**THE UNDERSIGNED** acknowledges receipt of the foregoing Statement of Just Compensation and understands their rights and hereby waives their rights under Public Law 91-646, and agrees to grant the interest requested on the terms proposed, even if a Donation of such interest.

This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Bicycle Path and Walkway Easement is made without undue influence or coercive action of any nature by anyone involved in this Project. We understand that we could request an appraisal of our property and have the right to receive Just Compensation for the granting of the interest being requested by the party receiving the Easement.

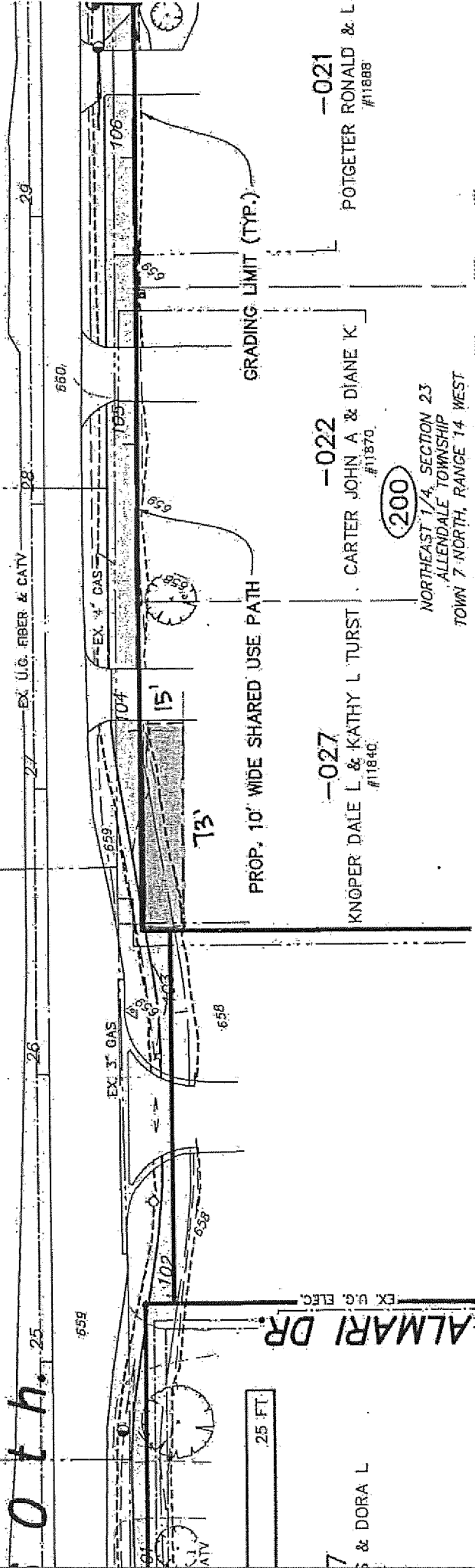
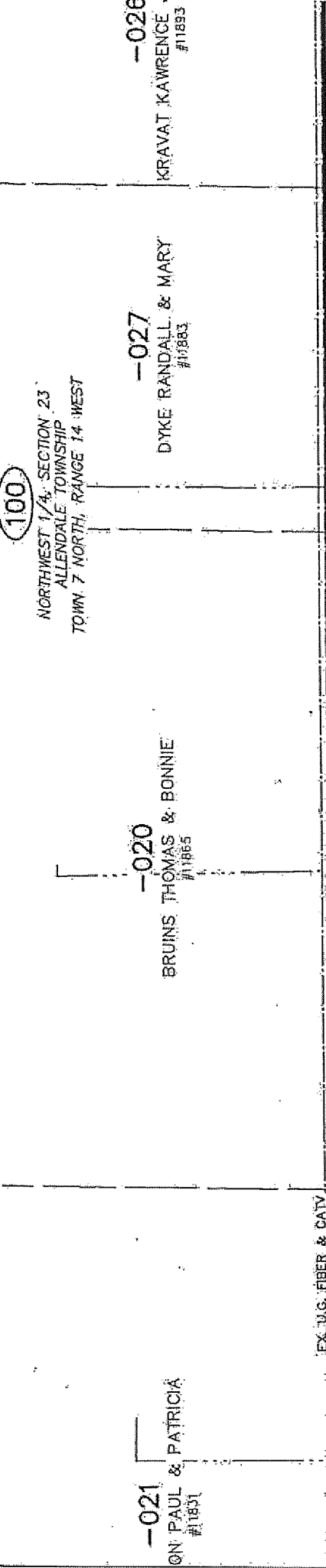
Dated this 14<sup>th</sup> day of December, 2020.

Dale L. Knoper  
Dale L. Knoper

Kathy L. Knoper  
Kathy L. Knoper

- as Trustees of The Dale and Kathy Knoper Trust, under  
written agreement dated March 4, 2019 -

U N P L A T T E D



U N P L A T T E D

- 43.4'  
 REBAR - 33.1'  
 : - 36.2'  
 & STREET - 38.6'  
 REBAR - 33.0'  
 : - 44.5'  
 ? HEAD - 49.2'  
 RESTAL - 35.1'  
 RON SMASHED - 33.0'  
 PIPE SMOOTH - 20.1'  
 CH PLASTIC - 20.0'  
 PING - 38.3'

NORTHWEST 1/4, SECTION 23  
 ALLENDALE TOWNSHIP  
 TOWN 7 NORTH, RANGE 14 WEST

NORTHEAST 1/4, SECTION 23  
 ALLENDALE TOWNSHIP  
 TOWN 7 NORTH, RANGE 14 WEST

ALMARI DR.

Orth. 25

25 FT.

7 & DORA L

-021  
Q.N. PAUL & PATRICIA  
#11831

-020  
BRUINS THOMAS & BONNIE  
#11865

-027  
DYKE RANDALL & MARY  
#11883

-028  
KRAVAT LAWRENCE  
#11893

-027  
KNOPER DALE L. & KATHY L TURST  
#11840

-022  
CARTER JOHN A & DIANE K  
#11870

-021  
POTGETER RONALD & L  
#11888

100

200

29

28

27

26

25

658

658

658

658

658

658

658

658

658

658

658

658



GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE PATH

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE PATH

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE PATH

GRADING LIMIT (TYP.)

PROP. 10' WIDE SHARED USE PATH



## CERTIFICATE OF TRUST

**DALE L. KNOPER and KATHY L. KNOPER**, being first duly sworn, depose and say as follows:

1. We are the Grantors and present Trustees of the **The Dale and Kathy Knoper Trust** established under written Trust Agreement dated March 4, 2019, (the "Trust").

2. Our mailing address is 11840 60th Avenue, Allendale, Michigan 49401.

3. The real property affected by this Certificate is located in the **Township of Allendale, County of Ottawa and State of Michigan**, and described specifically as follows:

That part of the Northeast one-quarter (NE 1/4) of Section 23, Town 7 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of said Section which is South 00 degrees 00 minutes 00 seconds East 894.00 feet from the North one-quarter (N 1/4) corner of said Section; thence South 90 degrees 00 minutes 00 seconds East 367.00 feet; thence South 23 degrees 29 minutes 55 seconds West 125.40 feet; thence North 90 degrees 00 minutes 00 seconds West 317.00 feet to the North and South one-quarter (N & S 1/4) line of said Section; thence North 00 degrees 00 minutes 00 seconds West 115.00 feet along said North and South one-quarter (N & S 1/4) line to the place of beginning.

(Tax Parcel No. 70-09-23-200-027, commonly known as 11840 60th Avenue, Allendale, Michigan.)

4. We certify that we have the power and authority to grant Easements (including Water Line, Water Main, Sewer Line, Utility Line, and Bicycle Path and Walkway Easements) over the above-described premises pursuant to the provisions of the Trust.

5. We certify that the Trust referred to above remains in full force and effect.

6. We have personal knowledge of the facts stated herein and if sworn as a witness we can testify competently thereto.



**CONSENT AND ACKNOWLEDGMENT OF EASEMENT**

**Parcel 70-09-23-200-027 (Knoper)**

**KNOW ALL MEN BY THESE PRESENTS**, that **TCF BANK**, a banking corporation, successor to **Chemical Bank**, of 333 East Main street, Midland, Michigan 48640-0231, as the Mortgagee under a certain Mortgage dated February 27, 2014, and recorded on March 24, 2014, as Document No. 2014-0008143 of Ottawa County records, hereby consents to the grant of Easement made by **Dale L. Knoper and Kathy L. Knoper, as Trustees of The Dale and Kathy Knoper Trust**, under written agreement dated **March 4, 2019**, Dale L. Knoper and wife, Kathy L. Knoper, being the Mortgagors in the Mortgage herein described, to **County of Ottawa, a body corporate, as authorized by the Constitution of the State of Michigan, and its successors and assigns, acting by and through its Parks & Recreation Commission**, dated \_\_\_\_\_, 2020, and recorded on \_\_\_\_\_, 2020, as Document No. 2020-\_\_\_\_\_ of Ottawa County records, and acknowledges that such Mortgage will be subject to this Easement. Mortgagee agrees that the Easement consented to by this instrument does not trigger any due-on-sale provision of the Mortgage or otherwise constitute a default of any provision of the Mortgage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TCF BANK, a banking corporation,  
successor to Chemical Bank

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Sign here: \_\_\_\_\_  
Type here: \_\_\_\_\_  
Its: \_\_\_\_\_



**Idema Explorers Trail – Jenison Mill  
Easement and Construct Agreement  
Project Number E-1-1-20-9**

**COUNTY OF OTTAWA**

By: \_\_\_\_\_ Witnessed: \_\_\_\_\_  
Roger A, Bergman, Chairperson Board  
of Commissioners

By: \_\_\_\_\_ Witnessed: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register