

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Board Room**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Tuesday, February 16, 2021**  
**8:30 AM**

**Public Comment:**

**Consent Items:**

1. Approval of the Agenda
2. Approval of the minutes from the [January 19, 2021](#) Planning and Policy Committee meeting.

**Action Items:**

1. [Idema Explorers Trail Stearns Bayou Service Contract](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the modification to the existing agreement with Prein & Newhof engineers for design and engineering of the Stearns Bayou Connector segment of the Idema Explorers Trail in the amount of \$281,317.35.
2. [Idema Explorers Trail Ravines Connector Trail Easement](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the easement and construction agreements with Chad and Tami Ebel for the Idema Explorers trail route along the shoreline of the Grand River at the purchase price of \$85,000.
3. [Macatawa Greenway Real Estate Purchase Agreement](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the purchase of real estate with E & B Development Co., L.L.C. for the purchase of 5.5 acres in Holland Township at a price of \$125,000.00 as part of the Macatawa Greenway and abutting Hawthorn Pond Natural Area.

**Discussion Items:**

1. 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: January 19, 2021

TIME: 8:30 a.m.

PLACE: Fillmore Street Complex

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

STAFF & GUESTS: Alan Vanderberg, Administrator; John Shay, Deputy County Administrator; Jason Shamblin, Parks & Recreation Director; Karen Karasinski, Fiscal Services Director; Curt TerHaar, Coordinator of Park Planning & Development; Douglas Zylstra (by Zoom); Sherri Sayles, Chief Deputy Clerk (by Zoom)

SUBJECT: CONSENT ITEMS

PP 21-001 Motion: To approve the agenda of today as presented and amended adding Discussion Item #1 – Letter to Governor and to approve the minutes from the December 15, 2020, Planning & Policy Committee meeting as presented.

Moved by: Philip Kuyers

UNANIMOUS

SUBJECT: ELECTION OF COMMITTEE VICE CHAIR

PP 21-002 Motion: To elect Matthew Fenske as Vice Chairperson of the Planning and Policy Committee for 2021.

Moved by: Allen Dannenberg

UNANIMOUS

SUBJECT: 2021 OTTAWA COUNTY PARKS, RECREATION, AND OPEN SPACE PLAN

PP 21-003 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.

Moved by: Gregory DeJong

UNANIMOUS

SUBJECT: SHORT-TERM LEASE WITH WEST MICHIGAN AGRICULTURAL EDUCATION CENTER

PP 21-004 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.

Moved by: Gregory DeJong

UNANIMOUS

SUBJECT: IDEMA EXPLORER'S TRAIL –ALLENDALE SEGMENT – 60<sup>TH</sup> AVENUE TRAIL

PP 21-005 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.  
Moved by: Gregory DeJong UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Letter to Governor – Gregory DeJong explained Douglas Van Essen drafted a letter to the Governor encouraging the reopening of restaurants. Chairman Bergman will sign and send the letter today.

PP 21-006 Motion: To have Chairman Bergman signed and send the letter supporting reopening Michigan restaurants to the Governor today and cc the Commissioners on it.  
Moved by: Matthew Fenske UNANIMOUS

2. 2021 Planning and Policy Committee Meeting Schedule – current: third Tuesday of each month at 8:30 a.m. – The Committee agreed to keep the same schedule for 2021.
3. Legislative Issues
  - a. Current Legislative Priorities – John Shay explained the new Legislative Session just started but interrupted due to security issues. The State budget is better than anticipated.
4. Francisco Garcia addressed concerns about the Commissioners addresses being on the County website due to the current atmosphere. The Administrator said this has always been done but that the Fillmore address could be listed instead and will try that. John Shay stated this issue has been raised in other communities across the State.

SUBJECT: ADJOURNMENT

PP 21-007 Motion: To adjourn at 9:01 a.m.  
Moved by: Philip Kuyers UNANIMOUS

# Action Request

Electronic Submission – Contract # 1149



**Committee: PLANNING AND POLICY**

**Meeting Date: 2/16/2021**

**Vendor/3<sup>rd</sup> Party: PREIN & NEWHOF**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON SHAMBLIN**

**Agenda Item: IDEMA EXPLORERS TRAIL STEARNS BAYOU SERVICE CONTRACT**

## Suggested Motion:

To approve and forward to the Board of Commissioners the modification to the existing agreement with Prein & Newhof engineers for design and engineering of the Stearns Bayou Connector segment of the Idema Explorers Trail in the amount of \$281,317.35.

## Summary of Request:

Prein & Newhof consulting engineers have been doing work under a number of different PO's over several years for design and engineering of the Stearns Connector Segment of the Idema Explorers Trail. Their current PO (#19000116) of \$148,310 has \$135,232.65 left to be paid.

We recently received a very large grant from the MDOT Transportation Alternatives Program (\$2,337,757) to assist in funding this project, however, requirements to fulfill this grant are extensive. The new proposal from Prein & Newhof to complete the project with the new requirements is estimated at \$416,550. This amount includes cost increases required for additional environmental review (\$9,950), potential freshwater mussel relocation (up to \$35,000), special inspections of bridge components (\$40,000), increased on-site construction observation and management (\$86,000), and miscellaneous other MDOT requirements. In total, these costs would increase the current agreement by \$281,317.35. Approval of this change would add this amount to the current agreement amount of \$135,232.65 for a total new contract of \$416,550.

Park staff believe this increase is justified based on the new requirements which have typically increased overall costs by 5-10% on other projects. It should also be noted that the Eastmanville Connector segment of trail was recently removed from MDOT funding and its requirements. Costs saved on this segment will offset some of the costs on the Stearns segment.

## Financial Information:

Total Cost: \$281,317.35

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: 2/16/2021

January 15, 2021

Mr. Curt TerHaar  
Ottawa County Parks and Recreation Commission  
12220 Fillmore Street,  
West Olive, MI 49460

RE: Ottawa County Parks and Recreation Commission  
Idema Explorers Trail, Stearns Bayou Section  
Final Design and Construction Engineering

Dear Mr. TerHaar:

Congratulations on receiving Conditional Commitment for a FY 2022 MDOT TAP Grant for the project! Thank you for the opportunity to update our proposal to provide professional engineering services for the above referenced project. We updated the proposal to meet the design and construction engineering requirements for this type of funding. We are very excited to be moving forward on this project with you.

### **Scope**

We understand Ottawa the County Parks and Recreation Commission wants to complete the section of the Idema Explorers Trail from Connor Bayou to 144<sup>th</sup> Avenue in Robinson Township. Please see the attached map of the proposed route.

The proposed scope of the project includes approximately 11,800' of 10' wide HMA Shared Use Path, approximately 400' of 14' wide Boardwalk over Robinson Creek, the addition of a 420' long, 14' wide Shared Use Path lane to the north side of the Green Street Bridge over Stearns Bayou, retaining walls, culverts, and grading.

Per our communication this past June, we estimate construction costs to be \$3,550,000.

### **Professional Services**

Per our attached fee spreadsheet with a detailed breakdown of our scope of services, we propose the following tasks:

#### Design Engineering

1. Begin NEPA Process per separate proposal dated January 15, 2021.
2. Additional Topographical Survey to supplement existing and for easement locations
  - a. It is our understanding that the County has already negotiated all required easements for the project. We understand we will create the descriptions and exhibits for these easements under a separate agreement.

3. Wetland Determination for the route
4. Soil Borings at Robinson Creek (Per our review we feel the existing soil borings for the Green Street Bridge are sufficient)
5. Final Design for the Shared Use Path, Boardwalk and Additional Lane on the Green Street Bridge meeting MDOT, AASHTO and ADA criteria as required per the grant
6. Bathymetric Survey and Hydraulic Analysis for Stearns Bayou with completion of the EGLE Permit Application for the Green Street Bridge work and the Boardwalk over Robinson Creek.
7. Review NEPA results prior to submittal of GI Package to MDOT.
8. Submittal of project information to MDOT and attendance at a Grade Inspection Meeting
9. Final design revisions per MDOT GI review.
10. Submittal of bid package to MDOT for letting.

Note we have included time for minor revisions to the design based on typical EGLE permitting comments. However, if the permitting agencies require multiple or major design revisions, we can provide these as additional services.

#### Construction Administration

1. Preconstruction Meeting
2. Construction Staking
3. Construction Administration including Full Time Inspection and Project File Management per MDOT requirements
4. Construction Material Testing
5. MDOT Plant Fabrication Inspection during Steel Bridge Beam and Bridge Railing Fabrication
6. Field Audit / Final Inspection with MDOT Officials
7. File Closeout and Audit with MDOT Officials
8. Record Plan Drawings

#### Fee Estimate & Schedule

We propose to provide the professional services outlined above and per the attached detailed breakdown of our scope of services on a time and material basis with a not-to-exceed fee of:

Design Engineering:	\$102,800
Construction Administration:	<u>\$268,800</u>
Total Engineering Services:	\$371,600

We will begin final design services upon approval of our proposal and will meet the County's proposed timeline, scheduling the Grade Inspection Meeting with MDOT by July 2021 and complete design by August 2021 for bidding through MDOT in anticipation of construction in the spring of 2022.

Mr. Curt TerHaar  
January 15, 2021  
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**Additional Services**

Should additional services be requested by you or required by conditions encountered, we will contact you and obtain your authorization prior to performing such services.

**General Conditions**

Prein&Newhof's Terms and Conditions relating to the performance of our services are attached and are made a part of this agreement.

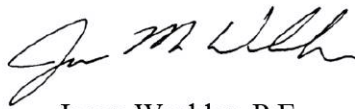
We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Please contact me if you have questions. If acceptable, please sign and return one copy of this agreement.

Sincerely,

**Prein&Newhof**



Scott T. Post, P.E.  
Project Manager



Jason Washler, P.E.  
Vice President

**Accepted by:**

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Ottawa County Parks and Recreation Commission

Date

Enclosures: Project Map, Fee Worksheet, Terms and Conditions  
STP/sp

Ex. Grand River  
Greenway / Idema  
Explorers Trail

Proposed 14' Wide  
Boardwalk over  
Robinson Creek

Ex. Shared Use Path  
Network in Spring  
Lake Township

Proposed 10' Wide  
HMA Shared Use  
Pathway

Proposed 14' Wide  
Lane on the Green  
Street Bridge

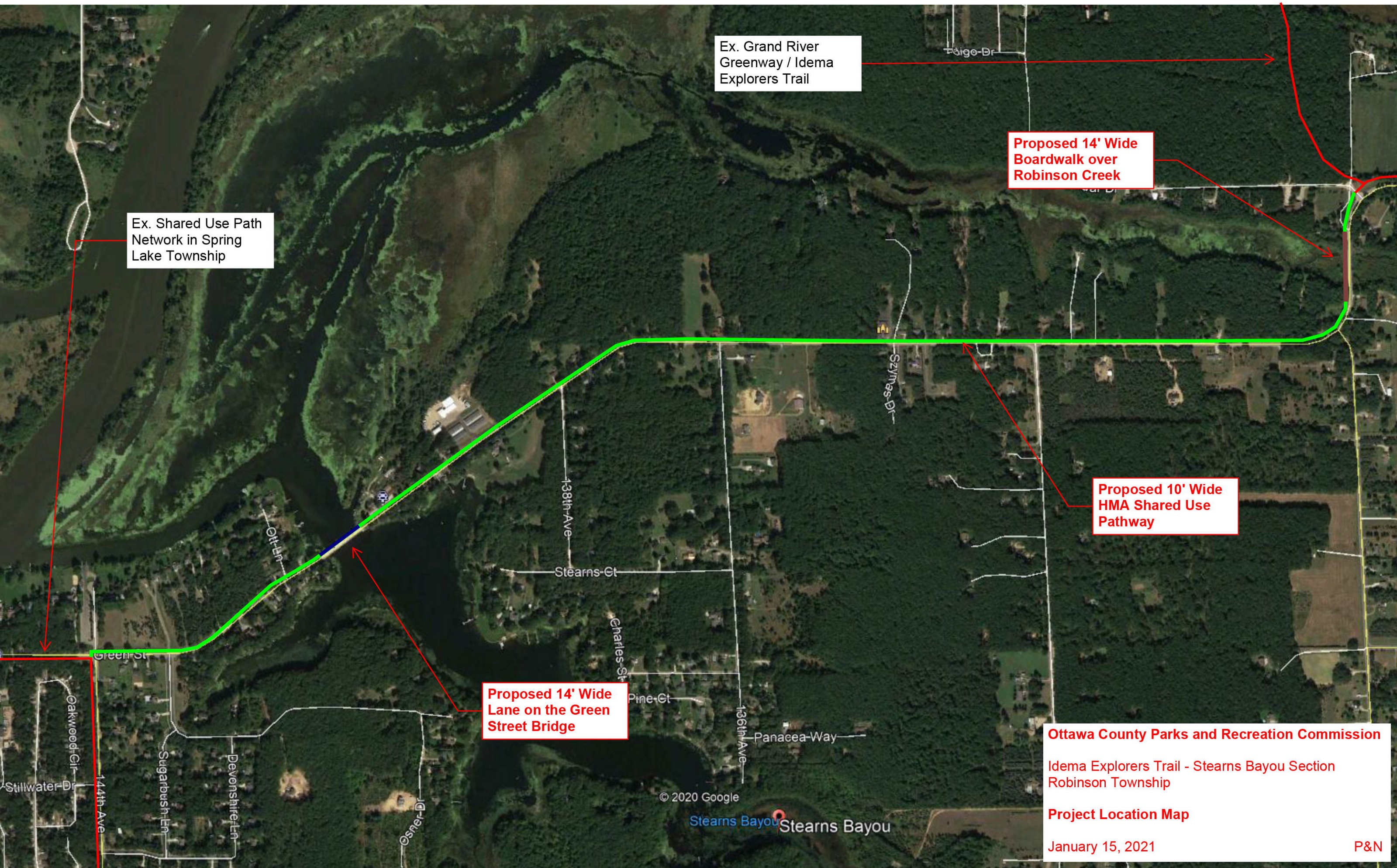
**Ottawa County Parks and Recreation Commission**

Idema Explorers Trail - Stearns Bayou Section  
Robinson Township

**Project Location Map**

January 15, 2021

P&N





# Ottawa County Parks and Recreation Commission - Idema Explorers Trail, Stearns Bayou Section - Connor Bayou to 144th Avenue

Professional Fees Worksheet

## MDOT TAP GRANT FUNDING

01/15/2021

	2021 Hourly Billing Rate	\$144	\$132	\$132	\$116	\$144	\$144	\$132	\$144	\$132	\$84	\$116	\$100	\$100	\$100	\$0	1.1	\$0.60	
	Staff member	SenPrMan	PrMan	LandArch	SenEngr	HydEngr	SenGeoEngr	GeoEngr	StructEngr	CADTech	CADTech	SenSvyr	Survey	Survey	CO	Clerical	Sub-contracts	Mileage	Total Cost
	KK	SP	ML	AM	TS	CC	JC	DB	BS	HH	DE	TBD	TBD	TBD	MVK				
<b>Final Design Engineering</b>																			
Cogent Engineering Bridge Design																	\$19,600.00		\$ 21,560.00
Additional Topo Survey for OCRC Permit and Easements										16	10	40	40						\$ 10,504.00
Wetland Determination																	\$800.00		\$ 880.00
Boardwalk Soil Borings / Geotech Analysis						4	8										\$4,500.00		\$ 6,582.00
P&N Bridge Design / Railing Details			16						24										\$ 5,568.00
Bayou Bathymetric Survey										4	6	16	16						\$ 4,232.00
Hydraulic Analysis/EGLE Permit (Bridge and Boardwalk)		8			24					32									\$ 8,736.00
90% Path Final Design/Details/Cross Sections		48	8							64								200	\$ 15,960.00
90% Boardwalk Design		4	4						16	12									\$ 4,944.00
90% Retaining Wall Design		4	4						16	12									\$ 4,944.00
90% Special Provisions		8																	\$ 1,056.00
90% Quantities / MERL Estimate		8	2																\$ 1,320.00
OCRC ROW Permit		20								8								100	\$ 3,756.00
Ottawa County SESC Permit		4																	\$ 528.00
MDOT Program Application		8			4														\$ 1,520.00
Submit GI Package to MDOT		2																	\$ 264.00
GI Meeting		4																100	\$ 588.00
90% Path Final Design/Details/Cross Sections		16								12									\$ 3,696.00
90% Boardwalk Design		2								4									\$ 792.00
90% Retaining Wall Design		2								4									\$ 792.00
90% Special Provisions		8																	\$ 1,056.00
90% Quantities / MERL Estimate		4																	\$ 528.00
Submit Final Bid Package to MDOT		2																	\$ 264.00
MDOT Bidding Assistance		16																	\$ 2,112.00
QA/QC	4																		\$ 576.00
<b>Subtotal Design</b>	<b>4</b>	<b>168</b>	<b>34</b>	<b>4</b>	<b>24</b>	<b>4</b>	<b>8</b>	<b>56</b>	<b>148</b>	<b>20</b>	<b>16</b>	<b>56</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>\$ 27,390.00</b>	<b>400</b>	<b>\$ 102,800.00</b>	
<b>Construction Administration</b>																			
Cogent Engineering Structural Inspection																	\$3,600.00		\$ 4,078.80
Preconstruction Meeting		8												8				100	\$ 1,973.48
Construction Staking											20	20	52	52					\$ 14,832.00
Construction Observation (20wks at 50hrs/wk)															1000			9000	\$ 108,562.00
P&N Structural Inpection/RFI/Shop Drawings									48									400	\$ 7,366.56
Construction Management (20wks at 12hrs/wk)		240							16									2400	\$ 36,486.72
MDOT Certified Office Tech Files (20wks at 8hrs/wk)					160														\$ 19,116.80
MDOT Plant Fabrication Inspection: Steel Beams & Railings																	\$36,000.00		\$ 40,788.00
MDOT Material Testing														40			\$9,000.00		\$ 14,317.00
MDOT Field Audit / Punch List		8												8				100	\$ 1,973.48
File Prep/Project Closeout/MDOT File Audit		60			60									16					\$ 16,974.40
Record Plans		2								12				4					\$ 2,315.44
<b>Subtotal Construction</b>	<b>0</b>	<b>318</b>	<b>0</b>	<b>220</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>12</b>	<b>20</b>	<b>20</b>	<b>52</b>	<b>1,076</b>	<b>0</b>	<b>\$ 53,460.00</b>	<b>12,000</b>	<b>\$ 268,800.00</b>		
<b>Total Estimated Engineering Fees</b>	<b>4</b>	<b>486</b>	<b>34</b>	<b>224</b>	<b>24</b>	<b>4</b>	<b>8</b>	<b>120</b>	<b>160</b>	<b>40</b>	<b>36</b>	<b>108</b>	<b>56</b>	<b>1,076</b>	<b>0</b>	<b>\$ 80,850.00</b>	<b>12,400</b>	<b>\$ 371,600.00</b>	
Engineer's Construction Estimate:																			\$3,539,190

2.9%

7.6%

January 15, 2021

Mr. Curt TerHaar  
Coordinator of Park Planning & Development  
Ottawa County Parks & Recreation Commission  
Suite 331  
12220 Fillmore St.  
West Olive, MI 49460

Re: Ottawa County Parks and Recreation  
Idema Explorers Trail, Stearns Bayou Section  
Proposal for MDOT Local Agency Project Environmental Clearance Services

Dear Mr. TerHaar:

Prein&Newhof is pleased to present this proposal to provide services to fulfill MDOT Local Agency environmental clearance requirements for the Grand River Explorers Trail.

### **MDOT Environmental Review Process**

The intent of this process is to identify the potential, direct and indirect, effects of the proposed Grand River Explorers Trail on the natural, human, and cultural environment and document those effects, or lack thereof, per MDOT's requirements as outlined in their "Local Agency Environmental Clearance Form Social, Economic, and Environmental Evaluation" (Form 5323).

It is expected that this project will likely be classified as a Class II, Categorical Exclusion and not require further environmental assessment work. This scope does not include efforts for an Environmental Assessment per National Environmental Policy Act requirements and the preparation and submittal of environmental permits. Required mitigation will be identified, but detailed plans that require additional regulatory components (permits and any local, state, or federal approvals) for implementation will be separate from this scope of work. It is anticipated that Section 106 review through the State Historic Preservation Office will be completed by the County.

### **SCOPE OF SERVICES**

We propose the following scope of work:

- 1) Environmental Impact Analysis – We will evaluate the proposed alternatives for potential environmental impacts and identify areas that may require mitigation.

Areas for evaluation include:

- a. National Wild and Scenic Rivers and State Designated Natural Rivers
- b. Commercially Navigable River or Stream
- c. Coastal Zones
- d. Wetlands
  - i. This item of work does not include the delineation or mapping of wetlands but will rely on data collected during design.
- e. 100 Year Floodplain
- f. Water Quality
- g. Threatened and Endangered Species

- i. This item of work does not include the biological assessment of the project area but will rely on data previously collected to determine the potential impacts on any possibly present threatened and endangered species. P&N will utilize USFWS IPAC database as well as field observations to determine potential affect.
- ii. General Mussel Consulting Services are provided in this proposal as needed to coordinate with the Michigan DNR and/or USFWS as necessary to determine Robinson Creek and Stearns Bayou “Stream Group” designations per the Michigan Freshwater Mussel Survey Protocol and Relocation Procedures (2019). P&N’s Team’s coordination with DNR and/or USFWS would include receiving verification of Stream Group designation (Group 1-3) at the project location, determine mussel survey area extents based on area of direct impacts associated with proposed design, and then submitting and receiving a survey/relocation work plan to conduct mussel services during the mussel survey and relocation season which is June 1 – October 15. An allotment of \$4,950 has been included in this proposal for this.
- iii. *Note: Mussel survey relocation is not included in this proposal. P&N will assist in obtain a quote for the survey and relocation efforts once limits of potential impact in the waterways are narrowed. Fresh water mussel survey and relocation is anticipated to be required at the Stearns Bayou location at a minimum. At this time no Federal endangered mussel species are anticipated, however if determined potential additional coordination and permitting will be required. Cost of mussel surveys and relocation vary greatly based on location and area to of impact, it is estimated range between \$25,000 to \$35,000.*
- h. Historic Properties and Districts
  - i. This item of work does not include the preparation and submittal of a Section 106 application but rather determines the need for one. We understand that Ottawa County Parks and Recreation will prepare this information and provide it to P&N to complete the required section of Form 5323.
- i. Section 4(f) Public Parks, Recreation, Refuge
  - i. We understand that Ottawa County Parks and Recreation will prepare this information and provide it to P&N to complete the required section of Form 5323.
- j. Section 6(f) Grant Funded Public Park, Recreation, Refuge
  - i. We understand that Ottawa County Parks and Recreation will prepare this information and provide it to P&N to complete the required section of Form 5323.
- k. Agricultural Properties
- l. Hazardous and Toxic Materials
- m. Traffic Impacts
- n. Noise Impacts
- o. Air Quality

- p. Public Controversy
  - i. We understand that Ottawa County Parks and Recreation will prepare this information and provide it to P&N to complete the required section of Form 5323.
- 2) Determination of appropriate classification for the project
- 3) Project Mapping
- 4) Identification and Summary of Required Mitigation

### **PROFESSIONAL FEES**

Based on the scope of services outlined herein, we anticipate the following professional fees of \$9,950.

### **SCHEDULE**

Once given the notice to proceed we will begin the NEPA process along with the engineering design schedule. If a mussel survey is required, we will coordinate with the County to complete this during the seasonal limitations as described above.

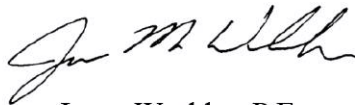
We appreciate the opportunity to submit this proposal to you and look forward to continuing our professional relationship. Please call with any questions.

Sincerely,

**Prein&Newhof**



Scott T. Post, P.E.  
Project Manager



Jason Washler, P.E.  
Vice President

**Accepted by:**

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Ottawa County Parks and Recreation Commission

Date

Enclosures: Terms and Conditions  
KM/sp

**Prein&Newhof**

## Scope of Work & Professional Services

Ottawa County Parks and Recreation - Grand River Explorers Trail (AKA Grand River Greenway)

NEPA Clearance Services - Local Agency Environmental Clearance Form 5323 Assistance.

Position Staff Member	In-House		Sub-Contractor	Comments	Total Cost
	Proj. Man.	Engineer			
	SP	KM			
NEPA Form 5323			1.1		
National Wild and Scenic Rivers and State Designated Natural Rivers		0.25		<i>P&amp;N will complete the form. Not applicable.</i>	\$32.00
Commercially Navigable River or Stream		0.25		<i>P&amp;N will complete the form. Not applicable.</i>	\$32.00
Coastal Zones		1.0		Development map with coastal limits within project and summarizing Joint Permit Costal Zone in MDOT Form 5352. <b>Assumed that Coastal impacts will be completed under design task based on prior delineation.</b>	\$128.00
Wetlands		1.0		Development map with coastal limits within project and summarizing EGLE Permit Wetland section in MDOT Form 5352. <b>Assumed that wetland impacts will be completed under design task based on prior delineation.</b>	\$128.00
100 Year Floodplain		1.0		Time includes summarizing EGLE Permit Floodplain section in MDOT Form 5352. <b>Assumed that floodplain impacts will be completed under design task.</b>	\$128.00
Water Quality		1.0			\$128.00
Threatened and Endangered Species		8.0	4,500	This item of work does not include the biological assessment or stream mussel survey of the project area, but will rely on data previously collected to determine the potential impacts on possible present threatened and endangered species. Site review for mussel species will be completed by an expert subconsultant. If supporting habitat is found a river survey, relocation, and permitting will be required. P&N's team will provide guidance on this and fee if needed. <b>If a biological assessment is required this would be additional service and is not included in our fee. P&amp;N would team with an expert.</b>	\$5,974.00
Historic Properties and Districts & Section 106 permit submittal		0.25		<i>Ottawa County Park &amp; Rec to give P&amp;N information and P&amp;N will complete required section of form 5323.</i>	\$32.00
Section 4(f) Public Parks, Recreation, Refuge		0.25		<i>Ottawa County Park &amp; Rec to give P&amp;N information and P&amp;N will complete required section of form 5323.</i>	\$32.00
Section 6(f) Grant Funded Public Park, Recreation, Refuge		0.25		<i>Ottawa County Park &amp; Rec to give P&amp;N information and P&amp;N will complete required section of form 5323.</i>	\$32.00
Agricultural Properties		2.0		Will review property tax descriptions and P&N will complete required section of form 5323. Property descriptions to be provided by Ottawa County. <b>If discovered that adjacent properties are PA116 and that right-of-way (easements or grading permits) is needed, additional services will be required from right-of-way agents to insure proper paperwork is completed for acquisition and compensation. This would be additional service and is not included in our fee. P&amp;N would team with an expert.</b>	\$256.00
Hazardous and Toxic Materials		1.0		Review of EGLE map tool for contaminated sites in the vicinity of the project and complete documentation for Form 5323. <b>Although we do not anticipate any hazardous and toxic material sites in vicinity of project, if a site is found this would be additional service and is not included in our fee. Does not include environmental assessment or testing. P&amp;N can provide this service.</b>	\$128.00
Traffic Impacts		0.25		<i>P&amp;N will complete the form. Not applicable.</i>	\$32.00
Noise Impacts		0.25		<i>P&amp;N will complete the form. Not applicable.</i>	\$32.00
Air Quality		0.25		<i>P&amp;N will complete the form. Not applicable.</i>	\$32.00
Public Controversy		0.3		<i>Ottawa County Park &amp; Rec to give P&amp;N information and P&amp;N will complete required section of form 5323.</i>	\$32.00
Mapping of Documentation	2.0	4.0			\$792.00
QA/QC	2.0				\$280.00
MDOT Coordination, Review, and Responses	4.0	4.0			\$1,072.00
NEPA form final submittal once EGLE permits and SHPO clearance obtained	1.0	4.0			\$652.00
<b>Total Estimated Services</b>	<b>9.0</b>	<b>29.3</b>	<b>4,950</b>		<b>\$9,954.00</b>

# Action Request

Electronic Submission – Contract # 1151



**Committee: PLANNING AND POLICY**

**Meeting Date: 2/16/2021**

**Vendor/3<sup>rd</sup> Party: CHAD AND TAMI EBEL**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON SHAMBLIN**

**Agenda Item: IDEMA EXPLORERS TRAIL - RAVINES CONNECTOR - TRAIL EASEMENT**

## Suggested Motion:

To approve and forward to the Board of Commissioners the easement and construction agreements with Chad and Tami Ebel for the Idema Explorers trail route along the shoreline of the Grand River at the purchase price of \$85,000.

## Summary of Request:

Ottawa County Parks has been seeking easements and property acquisitions along the proposed Grand River Greenway Idema Explorers Trail route to facilitate construction of the trail and improve the safety and experience for trail users. These purchases include a variety of road front as well as riverfront parcels.

Final agreement has now been reached with the remaining land owner who controls property along a particularly important segment of riverfront between Grand Ravines County Park and Grand River County Park. This segment has long been desired because of its natural features and proximity to the existing park properties. It will allow for the development of trail connecting these two parks and to other greenway properties. The agreed upon price was based on the appraised value with additional negotiated considerations.

## Financial Information:

Total Cost: \$85,000.00

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: 2/16/2021

**GRAND RIVER TRAILWAY EASEMENT**

**Parcel No. 70-10-32-400-023  
Grand River Greenway  
Non-Motorized Idema Trailway Project**

THIS INDENTURE made and entered into this 2 day of February, 2021, by and between **CHAD R. EBEL and TAMARA S. EBEL**, also known as Tamara Ebel, husband and wife, of 9980 Bend Drive, Jenison, MI 49428, 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 mutual benefit of the Grantor and the County, and the considerations agreed to between the parties and the sum of Ten and no/100 (\$10.00) Dollars (Affidavit of Valuation attached), paid to Owner, the receipt of which is hereby acknowledged by all parties, 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 Georgetown, 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:** Part of the Southeast one-quarter (SE 1/4) of Section 32, T7N, R13W, as described in **Exhibit A** hereto.

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

**Easement Description:** An area within 100 feet above-described Fee Description adjoining the Southerly bank of the Grand River; provided at such time as Grantee has determined the proposed route and location of the Trailway, which will be 30 feet in width within the area referenced and will be the permanent Easement, with the design specifications and route to be submitted to Grantor for its consideration and route location approval, at which time the parties will amend this Easement to provide for the specific route to be utilized for this Easement Description and the Trailway location, along with improvements made by the Grantee during construction of the Trailway.

The Easement granted herein shall be for the purpose of installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order the Trailway

(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 "Trailway Easement."

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

**TO HAVE AND TO HOLD** the Trailway 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 Trailway Easement as above-described and own the lands covered by the Trailway Easement.

The Trailway Easement shall include, but not be limited to, the right to enter upon it any time for the purpose of such construction, maintenance, repair, upkeep, replacement, reinstallation and inspection of its Trailway, together with the right to excavate a foundation for the location of such Trailway. This Trailway Easement shall further include the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Trailway which may interfere with the location, construction, maintenance, repair or upkeep of such Trailway. The County, as a consideration for our granting the right to construct and install such Trailway, shall be obligated to fill and grade to ground level the areas adjoining the Trailway and shall also be obligated to restore to their former condition, insofar as is reasonable, the drives, parking areas, shrubs and/or grass alongside such Trailway. 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 Trailway Easement for the purpose of maintenance, repair, upkeep, replacement, construction or reinstallation of such Trailway.

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, provided the County has agreed to construct and install improvements in such Easement, at the request of Grantor and pursuant to a separate Construction Agreement between the parties, (the "Construction Agreement").

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 Trailway 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 Trailway Easement without first obtaining the written consent of the County, or impede the access or use of anyone on the Trailway, 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.

The pronouns and relative words herein are written in the masculine and singular only. If more than one joins in, or be of the feminine sex or a business entity, such words shall be read as if written in plural, feminine or neuter, respectively.







Exhibit "A"

That part of the Southeast 1/4 of Section 32, Town 7 North, Range 13 West, Township of Georgetown, Ottawa County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence North 00°56' West 1052.93 feet along the West line of said Southeast 1/4 to the centerline of Bend Drive (66.00 feet wide); thence North 40°08' East 100.00 feet; thence North 48°04' East 204.71 feet; thence Northerly 164.93 feet along a 270.00 foot radius curve to the left, the chord of which bears North 30°33'51" East 162.38 feet; thence North 13°04' East 34.77 feet (the 4 last above courses being along the centerline of Bend Drive); thence South 66°12' East 781.0 feet to the point of beginning; thence North 66°12' West 781.0 feet; thence North 13°04' East 85.0 feet along said centerline to Reference Point "No. 1"; thence North 86°35'15" East 622.55 feet; thence North 38°39'47" East 893 feet more or less to the centerline of the Grand River; thence Southeasterly along centerline 330 feet, more or less, to a line bearing North 38°39'47" East from the point of beginning; thence South 38°39'47" West 958 feet, more or less, to the point of beginning.

Together with an easement for ingress and egress over that part of said Southeast 1/4 described as: Commencing at aforesaid Reference Point "No. 1"; thence North 13°04' East 85.0 feet along the centerline of Bend Drive; thence South 76°56' East 33.00 feet; thence North 27°05'58" East 351.24 feet; thence South 83°16'28" East 466.23 feet to the point of beginning for said easement; thence North 38°39'47" East 66.0 feet; thence South 51°20'13" East 143.81 feet; thence South 38°39'47" West 66.0 feet; thence North 51°20'13" West 143.81 feet to the point of beginning of said easement.

### Real Estate Transfer Tax Valuation Affidavit

Issued under authority of Public Act 134 of 1966 and 330 of 1993 as amended.

This form must be filed with the Register of Deeds for the county where the property is located when you choose not to enter the amount paid for real estate on the deed or when you contract for the transfer or acquisition of a controlling interest in an entity if the real property owned by that entity comprises 90% or more of the fair market value of the assets of the entity determined in accordance with generally accepted accounting principles. "Controlling interest" means more than 80% of the total value of all classes of stock of a corporation; more than 80% of the total interest in capital and profits of a partnership, association, limited liability company, or other unincorporated form of doing business; or more than 80% of the beneficial interest in a trust. The tax is based on the value of the real property transferred and is collected at the time the contract or instrument of conveyance is submitted for recording. "Value" means the current or fair market worth in terms of legal monetary exchange at the time of the transfer.

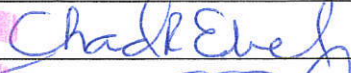


1. County of Property Ottawa		2. City or Township of Property Township of Georgetown	
3. Names of ALL Seller's Chad R. Ebel and wife, Tamara S. Ebel			
Sellers Mailing Address(es) 9980 Bend Drive		City Jenison	State MI
			ZIP Code 49428
4. Name's of ALL Purchaser's County of Ottawa			
Purchaser's Mailing Address(es) 12220 Fillmore Street		City West Olive	State MI
			ZIP Code 49460
5. Type and Date of Document <u>  x  </u> <u>Grand River Trailway Easement</u>			
<input type="checkbox"/> Land Contract    Date of Contract: _____ <input type="checkbox"/> Deed    Date _____			
<input type="checkbox"/> Contracts for the transfer or acquisition of a controlling interest in entity where 90% or more of the FMV of the assets are real property. The contract may be attached to this form when it is filed with the Register of Deeds..			
Entity name		State of Organization	Date of Contract
Entity address			
6. Cash Payment and/or Debt Relieved \$85,000.00	7. Amount of Mortgage/Land Contract	8. Total Consideration (Add lines 6 & 7) \$85,000.00	
9. Amount of County Tax \$93.50	10. Amount of State Tax \$637.50	11. Total Revenue Stamps (Add lines 9 & 10) \$731.00	
12. If consideration is less than market value, state market value.			
13. Legal Description of Real Estate Transferred A Grand River Trailway Easement over lands and premises in the Southeast 1/4 of Section 32, Town 7 North, Range 13 West, as described in Exhibit "A" attached.			
<b>CERTIFICATION</b>			
I certify that the information above is true and complete to the best of my knowledge			
Seller's signature 		If signer is other than the seller, print name and title.	
Seller's signature 		If signer is other than the seller, print name and title.	
Seller's signature		If signer is other than the seller, print name and title.	
Seller's signature		If signer is other than the seller, print name and title.	
<b>NOTARIZATION</b>			
Subscribed and sworn to me: 		Notary Public State of Michigan; County of <u>Ottawa</u>	on this date <u>02-02-2021</u> My commission expires on <u>02-23-2023</u>

Exhibit "A"

That part of the Southeast 1/4 of Section 32, Town 7 North, Range 13 West, Township of Georgetown, Ottawa County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence North 00°56' West 1052.93 feet along the West line of said Southeast 1/4 to the centerline of Bend Drive (66.00 feet wide); thence North 40°08' East 100.00 feet; thence North 48°04' East 204.71 feet; thence Northerly 164.93 feet along a 270.00 foot radius curve to the left, the chord of which bears North 30°33'51" East 162.38 feet; thence North 13°04' East 34.77 feet (the 4 last above courses being along the centerline of Bend Drive); thence South 66°12' East 781.0 feet to the point of beginning; thence North 66°12' West 781.0 feet; thence North 13°04' East 85.0 feet along said centerline to Reference Point "No. 1"; thence North 86°35'15" East 622.55 feet; thence North 38°39'47" East 893 feet more or less to the centerline of the Grand River; thence Southeasterly along centerline 330 feet, more or less, to a line bearing North 38°39'47" East from the point of beginning; thence South 38°39'47" West 958 feet, more or less, to the point of beginning.

Together with an easement for ingress and egress over that part of said Southeast 1/4 described as: Commencing at aforesaid Reference Point "No. 1"; thence North 13°04' East 85.0 feet along the centerline of Bend Drive; thence South 76°56' East 33.00 feet; thence North 27°05'58" East 351.24 feet; thence South 83°16'28" East 466.23 feet to the point of beginning for said easement; thence North 38°39'47" East 66.0 feet; thence South 51°20'13" East 143.81 feet; thence South 38°39'47" West 66.0 feet; thence North 51°20'13" West 143.81 feet to the point of beginning of said easement.

**STATEMENT OF JUST COMPENSATION**

**TO: CHAD R. EBEL and wife,  
TAMARA S. EBEL  
9980 Bend Drive  
Jenison MI 49428**

**["Interested Persons"]**

**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, and its successors and assigns, acting by and through its Parks & Recreation Commission** for the **Idema Trailway Easement Project** in Georgetown Township. This Statement is not less than the appraised value of the interest in said 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:** Part of the Southeast one-quarter (SE 1/4) of Section 32, T7N, R13W, as described in **Exhibit A** hereto.

**Interest Obtained:** Idema Trailway Easement.

**Description of Property:** An area within 100 feet of the above-described Fee Description adjoining the Southerly bank of the Grand River; provided at such time as County has determined the proposed route and location of the Trailway, which will be 30 feet in width within the area referenced and will be the permanent Easement, with the design specifications and route to be submitted to Grantor for its consideration and route location approval, at which time the parties will amend the Easement to provide for the specific route to be utilized for the Easement Description and the Trailway location, along with improvements made by the County during construction of the Trailway.

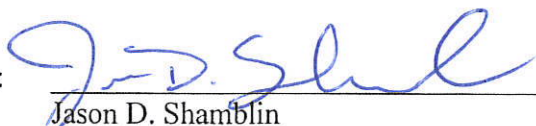
**Interested Persons:** Chad R. Ebel and wife, Tamara S. Ebel.

**Apportionment of Just Compensation:** One hundred (100%) percent to Interested Persons, as husband and wife.

**Appraised Fair Market Value:** Eighty-Five Thousand and no/100 (\$85,000.00) Dollars after improvements, and for the mutual benefit of the Interested Persons and the County, the Interested Persons grant the Idema Trailway Easement over Parcel No. 70-10-32-400-023.

**COUNTY OF OTTAWA  
a body corporate**

By:



Jason D. Shamblin

Its:

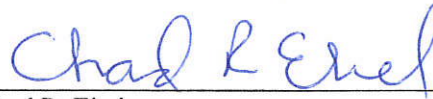
Director  
Parks & Recreation Commission

**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.

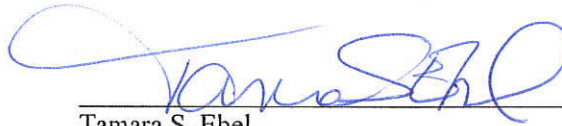
This waiver includes a waiver of any appraisal of our property, including accompanying an appraiser inspecting our property. This waiver and the execution of the Idema Trailway Easement and/or instruments of conveyance of our interest in such property is made without undue influence or coercive action 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 conveyance of the interest being requested by the party receiving the Easement/License or conveyance.

Dated this 2nd day of February, 2021.

**GRANTOR/OWNER**



Chad R. Ebel



Tamara S. Ebel

Exhibit "A"

That part of the Southeast 1/4 of Section 32, Town 7 North, Range 13 West, Township of Georgetown, Ottawa County, Michigan, described as: Commencing at the South 1/4 corner of said Section; thence North 00°56' West 1052.93 feet along the West line of said Southeast 1/4 to the centerline of Bend Drive (66.00 feet wide); thence North 40°08' East 100.00 feet; thence North 48°04' East 204.71 feet; thence Northerly 164.93 feet along a 270.00 foot radius curve to the left, the chord of which bears North 30°33'51" East 162.38 feet; thence North 13°04' East 34.77 feet (the 4 last above courses being along the centerline of Bend Drive); thence South 66°12' East 781.0 feet to the point of beginning; thence North 66°12' West 781.0 feet; thence North 13°04' East 85.0 feet along said centerline to Reference Point "No. 1"; thence North 86°35'15" East 622.55 feet; thence North 38°39'47" East 893 feet more or less to the centerline of the Grand River; thence Southeasterly along centerline 330 feet, more or less, to a line bearing North 38°39'47" East from the point of beginning; thence South 38°39'47" West 958 feet, more or less, to the point of beginning.

Together with an easement for ingress and egress over that part of said Southeast 1/4 described as: Commencing at aforesaid Reference Point "No. 1"; thence North 13°04' East 85.0 feet along the centerline of Bend Drive; thence South 76°56' East 33.00 feet; thence North 27°05'58" East 351.24 feet; thence South 83°16'28" East 466.23 feet to the point of beginning for said easement; thence North 38°39'47" East 66.0 feet; thence South 51°20'13" East 143.81 feet; thence South 38°39'47" West 66.0 feet; thence North 51°20'13" West 143.81 feet to the point of beginning of said easement.



## TRAILWAY CONSTRUCTION AGREEMENT

Ebel  
Parcel No. 70-10-32-400-023  
Grand River Greenway  
Non-Motorized Idema Trailway Project

THIS AGREEMENT is made and entered into this 2 day of February, 2021, by and between CHAD R. EBEL and TAMARA S. EBEL, also known as Tamara Ebel, husband and wife, of 9980 Bend Drive, Jenison, Michigan 49428, 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;" with reference to the following:

### BACKGROUND:

A. County is considering a proposed public trailway (the "Trailway") to be constructed along the Southerly side of the Grand River in Georgetown Township and has requested a pedestrian and non-motorized vehicle easement and right of way ("Easement" and sometimes "Trailway Easement") to be granted to the County by the Grantor so a public access trailway can be constructed and maintained along the Grand River, passing along and over the lands of the Grantor.

B. By separate instrument, an Easement is being granted by the Grantor to the County for such Trailway. As part of the consideration for Grantor conveying such Easement to the County, the parties to this Agreement have agreed that County will cause certain fencing and gates pursuant to the specifications thereof to be installed along the Trailway Easement as stated below, prior to opening the Trailway for use by the public.

### Now Therefore, the parties agree as follows:

1. Land for Improvements. The land that the Trailway Easement will burden, as owned by the Grantor (or sometimes herein, the "Owner"), is part of Tax Parcel No. 70-10-32-400-023, a sketch map of such parcel being attached as **Exhibit 1**. The exact location of the Trailway Easement within the Northerly 100 feet of such parcel (extending Southerly from the Southerly banks of the Grand River) will have a route staked with a 30-foot width generally parallel to the Grand River, and contain improvements within such 30-foot wide Easement as will be constructed by contractor of the County in a good and workmanlike manner using new materials, as follows:

(a) A pathway and railway which will accommodate in accordance with applicable laws and regulations pertaining to use thereof by the public, the surfaces, supports and width required to accommodate pedestrian and non-motorized transportation devices such as bicycles and items to be designed to accommodate persons with disabilities.

(b) A black colored vinyl covered chain link fence four (4) feet in height and approximately 100 feet in length along the Southerly side of such Easement for the Trailway with a ten (10) foot wide gate as depicted on Exhibit 2 attached (the "south side fence"). The ten (10) foot wide gate shall be installed in such fence for private use by the Owner only to provide vehicular and pedestrian access through the Trailway Easement to permit a vehicle of the Owner to access the waterfront of the Grand River. An extension Ag-style fence proceeding approximately 110 linear feet to the Northwesterly property line, along with an extension Ag-style fence running 190 linear feet, more or less, to the Southerly boundary line as shown on Exhibit 2.

(c) An identical quality black colored vinyl covered chain link fence four (4) feet in height along the Northerly side of the Trailway Easement, but with a three (3) foot wide gate to the dock area approximately 80 feet in length along the existing mooring dock area of the river side water frontage as noted in the specifications. The gates will be able to be locked by the Owner.

(d) Landscaping of the Trailway and the planting up to eight (8) evergreen trees, each eight (8) to ten (10) feet in height, along the South side of the Trailway for visual screening and privacy of the Owner's upland property and as located on Exhibit 2. County will assume responsibility for the continuing viability and growth of such trees for two (2) years after planting.

2. Ownership. Such Trailway Easement fencings and trees, after installation, shall become the property of Grantor, without liens or encumbrances by the County or its contractors.

3. Plans and Specifications. Attached is a site plan and sketch, as **Exhibit 2**. The parties have agreed that such site plan generally locates the improvements intended to be constructed by the County as partial consideration for the grant of the Trailway Easement by the Grantor.

4. Hold Harmless. Except for intentional acts of the Grantor, the County and its contractors agree to hold the Grantor harmless from all claims or demands for damages occurring during installation and construction of the fencing, trees, and the Trailway, whether to persons or property, for whatever cause or reason.

5. Binding Effect. This Agreement and the obligations herein are binding upon the parties, their successors, and legal representatives.

6. Time and Miscellaneous. The County intends for the construction of the Trailway in the Southeast one-quarter (SE 1/4) of Section 32, Town 7 North, Range 13 West of Georgetown Township to be completed prior to December 31, 2027. Prior to completion of the Trailway, subject to acts of God and impossibility of performance, the Trailway Easement improvements to be made by the County will also be installed and completed prior to that date. This Agreement is made in the State of Michigan and is interpreted according to the laws of the State of Michigan. Any changes made must be in writing and signed by both parties.

This Agreement is signed by the parties effective this 2 day of February, 2021.

**GRANTOR/OWNER**



Chad R. Ebel

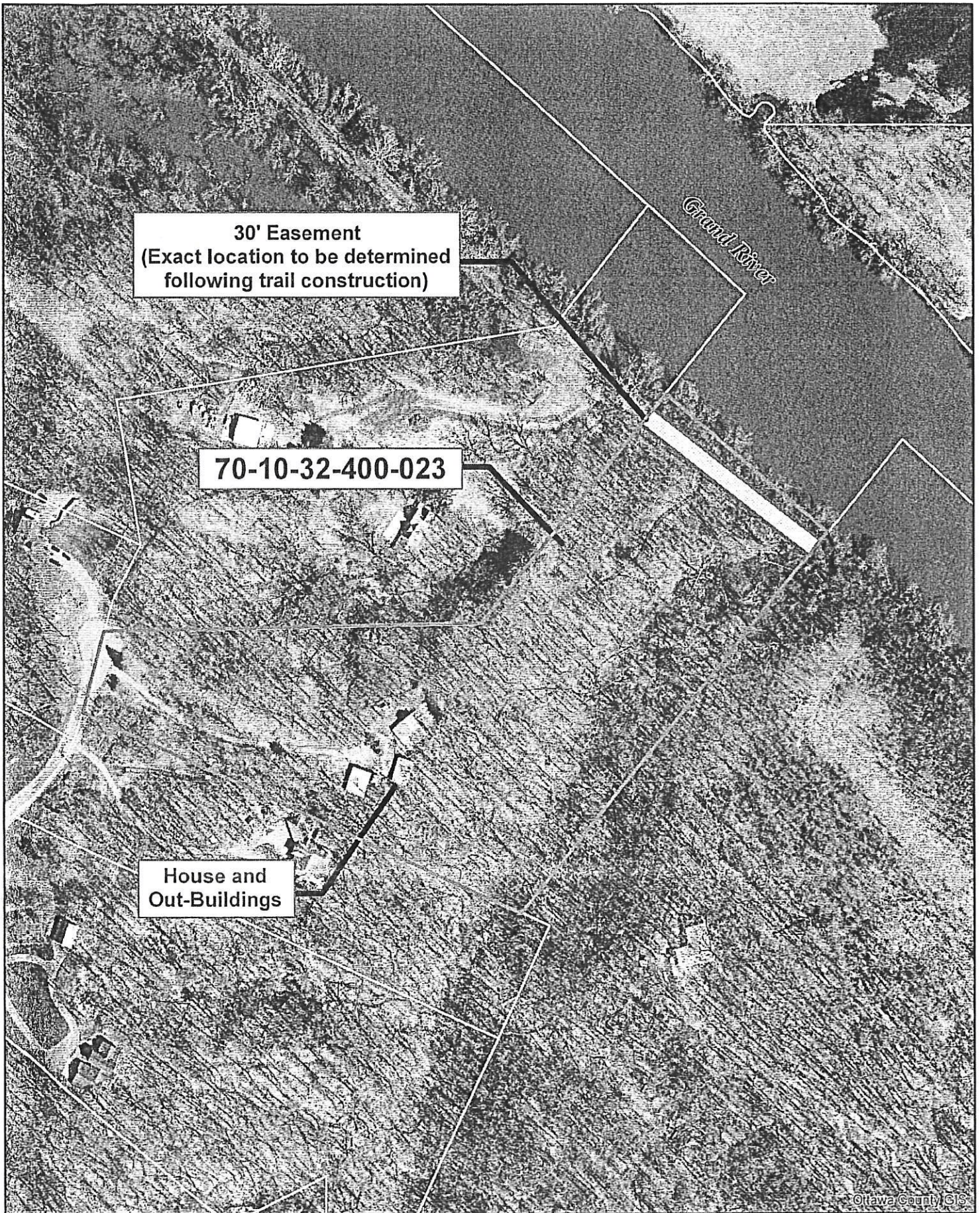


Tamara S. Ebel

**COUNTY OF OTTAWA**  
**a body corporate**

By:   
Jason D. Shamblin

Its: Director  
Parks & Recreation Commission



**30' Easement**  
(Exact location to be determined following trail construction)

**70-10-32-400-023**

**House and Out-Buildings**

*Grand River*

Ottawa County GIS

# Parcel #70-10-32-400-023

1 inch = 200 feet

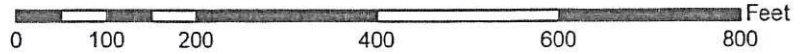
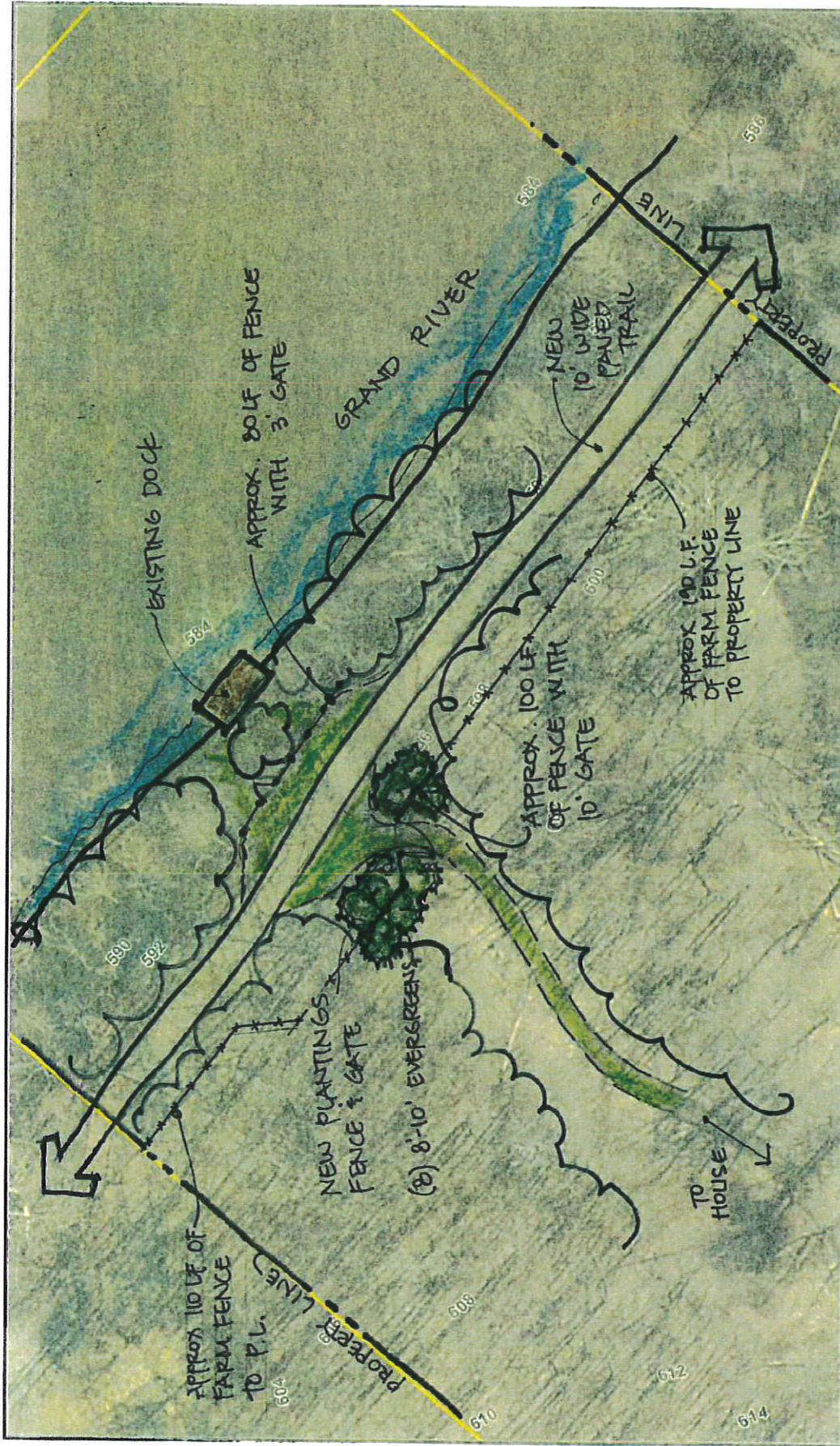


Exhibit 1





# Ebel Property

Exhibit 2 Site plan and sketch

# Action Request

Electronic Submission – Contract # 1150



**Committee: PLANNING AND POLICY**

**Meeting Date: 2/16/2021**

**Vendor/3<sup>rd</sup> Party: E & B DEVELOPMENT CO., L.L.C.**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: JASON SHAMBLIN**

**Agenda Item: MACATAWA GREENWAY REAL ESTATE PURCHASE AGREEMENT**

## Suggested Motion:

To approve and forward to the Board of Commissioners the purchase of real estate with E & B Development Co., L.L.C. for the purchase of 5.5 acres in Holland Township at a price of \$125,000.00 as part of the Macatawa Greenway and abutting Hawthorn Pond Natural Area.

## Summary of Request:

A public route is nearly secure along the 1.4-mile long section of the Macatawa River Greenway between Hawthorn Pond and the Upper Macatawa Natural Area. With this purchase, Ottawa County Parks and partners will control a contiguous pedestrian route through this section. Ottawa County Parks now owns a strip of land that connects Hawthorn Pond Natural Area to 96th Avenue. However, the acquisition of this parcel will eliminate the need for two crossings over the winding Macatawa River, reducing the overall cost of Greenway construction. Securing this parcel will also offer high ground out of the floodplain that will allow our partner, Holland Charter Township, to potentially construct a restroom building and expanded parking that will serve

Hawthorn Pond Natural Area and the Macatawa Greenway.

## Financial Information:

Total Cost: \$125,000.00

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: 2/16/2021

**AGREEMENT FOR SALE AND PURCHASE  
OF REAL ESTATE**

**THIS AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE** ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **E & B DEVELOPMENT CO., L.L.C., a Michigan limited liability company**, of 1946 Turner Avenue, N.W., Grand Rapids, Michigan 49504, ("Seller"), and the **COUNTY OF OTTAWA, a Michigan public body corporate**, with an address in care of its Parks & Recreation Commission, of 12220 Fillmore Street, West Olive, Michigan 49460, ("Purchaser").

**BACKGROUND:**

Purchaser is in the process of planning and implementing a pathway and open lands recreation area to be located in a conservation and natural area along the Black River (Macatawa River) in Section 36 of Holland Township, Ottawa County, Michigan, and Seller is the owner of an approximate 5.5 acre parcel of vacant land in Section 36 abutting the Hawthorn Pond Natural Area. Purchaser desires to acquire such parcel from Seller.

That for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Conveyance.** Seller agrees to sell and convey and Purchaser agrees to purchase and take title to that certain parcel of vacant land comprising approximately 5.5 acres of land situated in the **Township of Holland, County of Ottawa and State of Michigan**, which real property is more particularly described as follows:

Lands and premises described in Schedule A-1 attached and as depicted in Schedule A-2 attached. (Tax Parcel No. 70-16-36-200-027, commonly known as 0 Black River Court, Holland, Michigan, sometimes described as Parcels G and H.)

(the "Premises").

2. **Purchase Price.** The purchase price of the Premises shall be One Hundred Twenty-Five Thousand and no/100 (\$125,000.00) Dollars ("Purchase Price") which shall be paid at Closing by Purchaser's check or wired funds drawn on account of the Ottawa County Treasurer. The Seller and Purchaser have agreed that the Purchase Price represents Fair Market Value for the Premises, and a Statement of Just Compensation will be presented by Purchaser to Seller prior to or at Closing for acknowledgment that Fair Market Value is being paid to Seller for such Premises, and otherwise waiving provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

3. **Title.** Seller shall assist Purchaser with furnishing a commitment for the issuance of a policy of owner's title insurance ("Title Commitment") from a title insurer of Purchaser's choice (the "Title Company") covering the Premises and showing title vested in Seller, subject only to the Permitted Exceptions (as defined below) and exceptions which may be approved in writing by Purchaser prior to the expiration of the Review Period (as defined below), which exceptions shall thereby become Permitted Exceptions. The Title Commitment shall propose to issue to Purchaser an

ALTA Form-B Owner's Policy without standard exceptions (at Purchaser's election) in the full amount of the Purchase Price showing the status of title to the Premises. **The cost of the Title Commitment shall be paid by Purchaser.** A copy of the vesting Deed to Seller is attached as Schedule B, and the sketch map of the Premises as Schedule A-2.

The Title Commitment shall disclose Purchaser as the proposed insured and shall be in an amount equal to the Purchase Price. If the Title Commitment discloses any exceptions other than the Permitted Exceptions, either as set forth below or as approved in writing by Purchaser, Seller shall use reasonable efforts to make arrangements to cause any such objectionable exceptions to be deleted from the Title Commitment or to be insured over by the Title Company at Closing. If Seller does not effect such arrangements to remove objectionable exceptions and advise Purchaser thereof in writing on or before 5:00 p.m., local time, of the date which is five (5) days after the date that Purchaser advises Seller in writing of Purchaser's disapproval of one or more title exceptions, Purchaser, as its only remedies, may then elect either to waive its disapproval of such exceptions and close subject thereto, or to terminate this Agreement. In addition to the foregoing, if, prior to 5:00 p.m., local time, on the date of the expiration of the Review Period, Purchaser does not notify Seller in writing that Purchaser objects to any exceptions set forth in the Title Commitment, Purchaser shall be deemed to have accepted the state of title to the Premises as set forth in the Title Commitment and the parties shall proceed to close this transaction. On the Closing Date (as defined below), Seller shall convey by Warranty Deed title to the Premises free from defects, exceptions, and encumbrances except for the following (collectively, the "Permitted Exceptions"):

- (a) General real estate taxes which are not yet due and payable;
- (b) Exceptions to title relating to any matters created by, through or under the acts (or omissions to act) of Purchaser, its successors and/or assigns, commissioners, officers, employees, agents, contractors, licensees, or engineers, or any of them or any party acting by, through or under any of them, including, without limitation, any acts or omissions in connection with the Investigations (as defined below);
- (c) Exceptions or encumbrances to title with respect to which the Title Company commits to insure against loss that may be sustained by Purchaser by reason of such exceptions or encumbrances to title;
- (d) All easements, road right-of-way agreements and restrictions of record, provided such restrictions do not prohibit the Purchaser's use of the Premises for public recreational and conservation uses;
- (e) Any other exceptions to title approved in writing by Purchaser; and
- (f) Any matters which would be disclosed by an accurate survey and inspection of the Premises.

4. **Obligations to Close.** Provided that Purchaser has not terminated this Agreement pursuant to Paragraphs 3, 5 and 9 of this Agreement, Purchaser's obligation hereunder to close shall be subject only to (i) the Premises being in substantially the same condition on the Closing Date as it is on the date of this Agreement; (ii) the title to the Premises being free from defects and encumbrances, except for the Permitted Exceptions or as otherwise expressly provided herein; (iii)



Purchaser's Board of Commissioners shall have approved the purchase of the Premises; and (iv) Holland Charter Township, by its appropriate official, will have provided a land division approval in accordance with applicable law (if there will be a land division of a parent parcel) or there is a statutory exemption for this transaction. If all such conditions are not fulfilled, Purchaser shall have the option to terminate this Agreement on or before the Closing Date by written notice given to the other party stating the reason for such termination, in which event the Deposit (as defined below) shall be returned to Purchaser and both parties shall be relieved of all further liability hereunder except as expressly provided herein.

5. **Investigations by Purchaser.**

(a) Prior to February 12, 2021, (the "Review Period"), or such earlier date as Purchaser closes the purchase of the Premises, Purchaser shall have the right, at its sole cost and expense (unless otherwise specified herein), to perform whatever investigations and studies of the Premises that Purchaser deems reasonably advisable and appropriate (collectively, the "Investigations"). At Purchaser's option, the Investigations shall include but not be limited to Purchaser's right to determine the status of title to the Premises (in accordance with Paragraph 3 above), to perform a survey of the Premises and to have a qualified independent consultant, chosen by Purchaser (the "Consultant"), enter upon the Premises upon forty-eight (48) hours' prior notice to Seller in order to inspect the Premises. Seller agrees to use reasonable efforts to cooperate with Purchaser's Consultant. Notwithstanding anything to the contrary herein contained, under no circumstances shall Purchaser perform any invasive tests without Seller's prior written consent (which shall not be unreasonably withheld, but may be conditioned). Notwithstanding anything to the contrary contained herein, Purchaser shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason, including but not limited to adverse results of the Investigations or the failure of Purchaser to obtain the approval of its Board of County Commissioners for this transaction prior to the expiration of the Review Period, by causing written notice of termination to actually be received by Seller on or before 5:00 p.m., local time, on the date of the expiration of the Review Period. In such event, Purchaser, except as required by court order, shall disclose to no one, publicly or privately, any information with respect to the Premises supplied by Seller or developed by or for Purchaser, or Purchaser's reason or reasons for terminating this Agreement. In such event, this non-disclosure agreement, covenant and obligation shall be a continuing agreement, covenant and obligation of Purchaser which shall survive the termination of this Agreement. In such event, except as otherwise expressly provided, neither party shall have any further liability nor obligation to the other under this Agreement except as set forth herein;

(b) Except as otherwise provided herein, the Investigations shall be conducted at Purchaser's sole risk and expense. Purchaser hereby forever indemnifies Seller from and against any and all liability suffered by Seller as a result of Purchaser's or Consultant's (or their employees', agents', subcontractors' or representatives') activities upon the Premises, including without limitation, the cost of correcting or compensating for injuries to persons, the Premises, the environment, and any natural resources, and any fines or penalties arising out of or incidental to the performance of the Investigations. Following the Investigations, the Premises shall be restored, insofar as reasonably possible, by Purchaser to the condition that existed prior thereto. The obligations of Purchaser contained herein shall be continuing agreements, covenants and obligations of Purchaser that survive the Closing and the termination of this Agreement.

6. **Closing.** The closing of the transaction contemplated hereunder ("Closing") shall take place at the offices of Purchaser at the Fillmore Complex, 12220 Fillmore Street, West Olive, Michigan, (or the offices of the Title Company providing the title investigations, if mutually agreed to by the parties), on February 25, 2021, or such other mutually acceptable date as the parties may hereafter agree upon in writing, but in no event later than March 11, 2021 ("Closing Date"). Notwithstanding the foregoing, the parties hereby agree that the Closing Date shall be extended for the required period to allow Seller to clear any objectionable title exception pursuant to Paragraph 3 above, or for Purchaser to complete the requirements for receipt of a Grant of funds to assist in the payment of the Purchase Price. At the Closing:

(a) Seller shall execute and deliver, or cause to be executed and delivered, a Warranty Deed conveying the Premises to Purchaser, free and clear of all mortgage liens and encumbrances, subject only to the Permitted Exceptions, which may disclaim any warranty with respect to the number of land division rights.

(b) Seller shall execute and deliver, or cause to be executed and delivered, an Affidavit of Title in favor of Purchaser;

(c) Seller shall execute and deliver, or cause to be executed and delivered, a certificate pursuant to the Foreign Investment in Real Property Transfer Act;

(d) Seller shall execute and deliver, or cause to be executed and delivered, a 1099 Solicitation Form;

(e) Purchaser and Seller shall execute and deliver an ALTA Settlement Statement as required by the title company involved in the Closing;

(f) Seller and Purchaser shall jointly execute and deliver a Closing Statement;

(g) Seller shall execute such waivers relating to federal and state laws concerning process and procedures for acquisition of land by a public body as are reasonably requested by Purchaser;

(h) Seller and Purchaser shall each deliver to the other such other documents and instruments as may reasonably be required by the other party or the Title Company involved in the Closing that may be necessary to close this transaction and enable the parties to complete the Closing;

(i) The Purchaser (or if closed at a Title Company office, the Title Company) shall complete the Closing and record the Deed and other applicable closing documents;

(j) **Purchaser shall pay any transfer taxes in connection with the sale of the Premises and shall pay to record the Deed to it from Seller. Any and all costs and fees charged by the Title Company for the title examination, the Title Commitment, the issuance of an Owner's title insurance policy (including any and all endorsements), shall be paid by Purchaser, and the Title Company's closing and escrow fees, if any, shall be paid by Purchaser (the "Closing Costs").**

(k) Seller shall deliver possession of the Premises to Purchaser as of Closing, vacant as to any tenants or outstanding possessory interests (or as otherwise agreed to in writing by Purchaser, at or prior to Closing).

7. **Apportionment and Adjustment.** The following items are to be apportioned to and adjusted between Seller and Purchaser as of the Closing Date and are to be fully assumed and paid thereafter by Purchaser:

(a) All utilities (if any);

(b) All other public or governmental charges or assessments against the Premises which are or may be payable (including, without limitation, other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof or subsequent hereto, with Seller being responsible for any installments of assessments due prior to the Closing Date and Purchaser responsible for any installments due on or after the Closing Date);

The adjustment of all such items shall be determined by apportionment as of the Closing Date (the "Apportionment Time"). If any refunds of real estate and personal property taxes or special assessments, water rates and charges or sewer taxes and rents shall be made after the Closing Date, the same shall be held in trust by Seller or Purchaser, as the case may be, and shall first be applied to the unreimbursed costs incurred in obtaining the same, and the balance, if any shall be paid to Seller (for the period prior to the Apportionment Time) and to Purchaser (for the period after the Apportionment Time).

Notwithstanding anything to the contrary herein, Seller shall pay in full all general taxes billed against the Premises prior to Closing and shall furnish adequate proof of payment to Purchaser prior to Closing. Seller shall pay in full all outstanding special assessments, if any, against the Premises. Taxes billed during calendar year 2021 shall be prorated as of Closing on a calendar year basis. For purposes of this Paragraph, it is understood and agreed that all real estate taxes billed during a calendar year are real estate taxes for that calendar year.

8. **Default Remedies.**

(a) In the event Seller fails to keep or perform any of the covenants or obligations to be kept or performed by Seller under this Agreement ("Seller's Default"), and the same shall continue for ten (10) days following written notice thereof to Seller from Purchaser specifying such default, Purchaser may (i) terminate this Agreement, or (ii) enforce Seller's obligations hereunder by a suit for specific performance; and such additional relief as may be granted by such court;

(b) In the event Purchaser fails to keep or perform any of the covenants or obligations to be kept or performed by Purchaser under this Agreement ("Purchaser's Default") and the same shall continue for ten (10) days following written notice thereof to Purchaser from Seller specifying such default, Seller may (i) terminate this Agreement, or (ii) enforce Seller's rights and remedies provided at law or in equity;

(c) In the event Seller has defaulted in any of its obligations under this Agreement, and Purchaser has elected to rescind this Agreement, then Purchaser shall also be reimbursed for any Closing Costs and attorneys' fees paid by Purchaser.

9. **Condition of the Premises.** Possession of the Premises shall be delivered by Seller to Purchaser at Closing. Purchaser agrees to accept the Premises at such time on an "AS-IS," "WHERE IS," and "WITH ALL FAULTS" basis and condition, and Seller shall have no obligation to remediate or improve the Premises, including, but not limited to, the environmental condition of the Premises, or any existing improvements located thereon. Seller shall have the right, but not the obligation, at any time prior to Closing hereunder to remove from the Premises all or any part of Seller's personal property, machinery, equipment, trade fixtures, and signs not being expressly purchased by Purchaser hereunder which, when so removed, shall remain Seller's property. Any such property currently located on the Premises as of the execution of this Agreement and not removed by Seller prior to Closing shall become the property of Purchaser, and be deemed to have been abandoned.

10. **Environmental Representation.** Seller makes no representations or warranties as to the environmental condition of the Premises and Purchaser has made its own inspection and environmental assessment of the Premises. Purchaser has conducted, by its Consultant, the Investigations it has desired and intends to proceed to Closing in accordance with the provisions stated in Paragraph 9 above.

11. **Governmental Requirements.** The parties acknowledge that the Premises are intended for public ownership and use as determined by the Purchaser. If a dwelling or other building exists on the Premises, it will be vacant of all occupants as of Closing and appropriate Disclosure Statements will be utilized as of Closing. Seller further agrees that it will not enter into any leases, options or agreements concerning any interest in the Premises after execution of this Agreement and that as of Closing, except for Permitted Encumbrances, there will be no outstanding agreements, leases, or licenses concerning the use, possession, or rights of use to such Premises, and that there are no buried storage tanks in the Premises.

12. **Waiver of Just Compensation.** Seller acknowledges that the price stated in this Agreement is fair and equitable and was arrived at by Seller's consent to the price, and Seller agrees to execute as of Closing, if requested by Purchaser, documents deemed necessary and appropriate by Purchaser to disclose Seller's consent to such Purchase Price and stating that it is **JUST COMPENSATION** for said Premises, in accordance with applicable law. If Seller has agreed to make a donation of any part of the Fair Market Value of the Premises to Purchaser, an appropriate receipt for such donation will be provided at Closing.

13. **Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. The Purchaser may not assign any of its rights or interests hereunder without first obtaining the prior written consent of Seller.

14. **Cumulative Rights.** All rights, privileges, and remedies of each of the parties provided for in this Agreement shall be cumulative, and the exercise of one remedy provided for in any Paragraph of this Agreement shall not be deemed to be a waiver of all or any other rights, remedies, or privileges provided for herein.

15. **Independent Contractors.** It is expressly understood and agreed that each party hereto is an independent contracting party and that in no event shall this Agreement be construed as creating a joint venture or partnership.

16. **Alteration.** This Agreement embodies the complete agreement between the parties hereto and cannot be altered, changed, or modified except by written instrument executed by each of Purchaser and Seller.

17. **Notice.** Every notice, demand, or other document or instrument required or permitted to be served upon either of the parties hereto shall be in writing and be deemed to have been duly served either:

- (a) When personally delivered;
- (b) One (1) business day after deposit with Federal Express or other overnight courier; or
- (c) Three (3) business days after being mailed by certified United States Mail, postage prepaid, return receipt requested, addressed to the parties at the addresses stated below:

**To Purchaser:**

Mr. Jason D. Shamblin, Director  
Ottawa County Parks & Recreation Commission  
12220 Fillmore Street  
West Olive MI 49460  
Telephone: (616) 738-4808

**With a copy to:**

Thomas M. Boven, Esq.  
Scholten Fant Attorneys  
P. O. Box 454  
Grand Haven MI 49417-0454

**To Seller:**

E & B Development Co., L.L.C.  
1946 Turner Avenue, N.W.  
Grand Rapids MI 49504

**With a copy to:**

Mr. Greg Bol, Agent  
Visser Development  
1946 Turner Avenue, N.W.  
Grand Rapids MI 49504

18. **Special Conditions.** If this Agreement is not fully executed by all parties by January 15, 2021, this Agreement shall be null and void.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

21. **Time of the Essence.** Time is of the essence in this Agreement and each and every term and condition hereof.

22. **Condemnation; Fire; Other Casualty.** Seller shall promptly notify Purchaser of any impending or actual condemnation proceedings against the Premises or any portion of the Premises of which Seller has actual notice or of any fire or other casualty to the Premises. If any material portion of the Premises shall be threatened to be taken as a result of condemnation proceedings or be damaged as a result of fire or other casualty prior to the Closing, Purchaser shall have the right:


(a) To terminate this Agreement by written notice to Seller within ten (10) days after receipt of notice of such proceedings or damage, and, in such event, the Deposit shall be returned to Purchaser and neither party shall have any further liability under this Agreement; or

(b) To proceed to Closing as provided in this Agreement, agreeing to take the Premises in its then current condition, and, in such event, Purchaser shall be entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or such damage.

If an immaterial portion of the Premises shall be threatened to be taken or be taken as a result of condemnation proceedings or be damaged as a result of fire or other casualty prior to the Closing, Purchaser shall proceed to Closing as provided in this Agreement, agreeing to take the Premises in their condemned or damaged condition, and, in such event, Purchaser shall be entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or damage.

The parties hereto have set their hands as of the date and year first above written.

E & B DEVELOPMENT CO., L.L.C.  
a Michigan limited liability company

By:   
Bruce G. Visser  
Its: Member and Manager

- Seller -

COUNTY OF OTTAWA  
a Michigan public body corporate

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

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

- Authorized Representative and Agent -

- Purchaser -

COUNTY OF OTTAWA

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

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



Schedule A-1

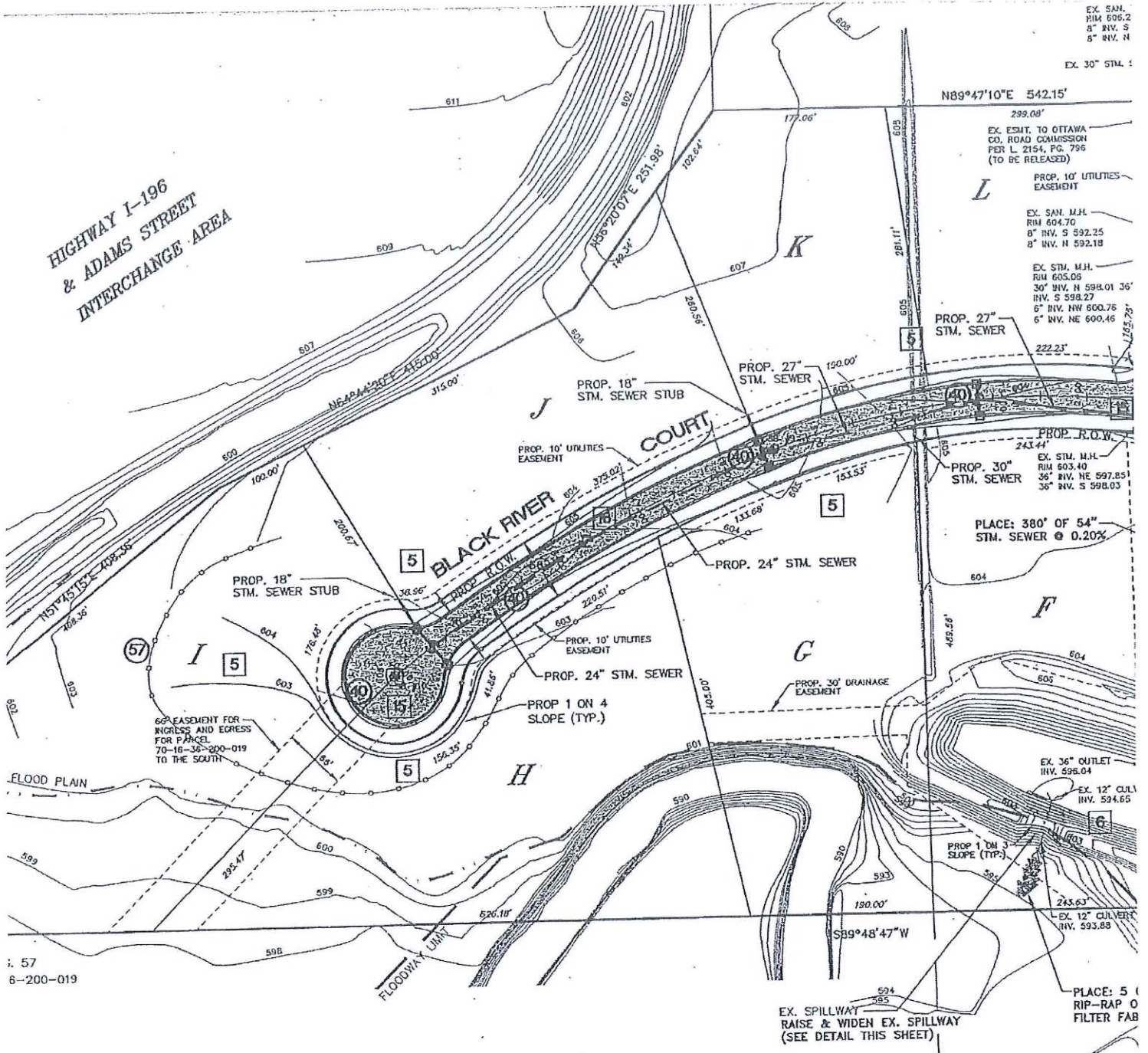
Seller: E & B Development Co., L.L.C.

Lands and premises situated in the **Township of Holland, County of Ottawa and State of Michigan**, described as follows, to-wit:

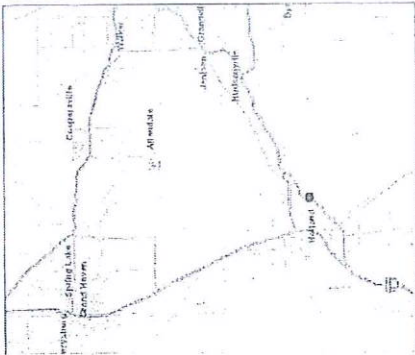
Part of the Northeast one-quarter (NE 1/4) of Section 36, Town 5 North, Range 15 West, described as commencing at the Northeast corner of said Section; thence South 01 degree 04 minutes 52 seconds East 1322.93 feet along the East line of said Section; thence South 89 degrees 48 minutes 47 seconds West 1325.65 feet along the South line of the North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of said Section to the Point of Beginning; thence continuing South 89 degrees 48 minutes 47 seconds West 816.17 feet along said South line; thence North 44 degrees 58 minutes 58 seconds East 295.47 feet; thence Northeasterly 156.36 feet along a 70.00 foot radius curve to the left, said curve having a central angle of 127 degrees 58 minutes 47 seconds, and a chord bearing North 70 degrees 59 minutes 37 seconds East 125.82 feet; thence Northeasterly 41.86 feet along a 50.00 foot radius curve to the right, said curve having a central angle of 47 degrees 58 minutes 05 seconds, and a chord bearing North 30 degrees 59 minutes 16 seconds East 40.65 feet; thence Northeasterly 354.17 feet along a 1467.00 foot radius curve to the right, said curve having a central angle of 13 degrees 49 minutes 57 seconds, and a chord bearing North 61 degrees 53 minutes 18 seconds East 353.31 feet; thence Northeasterly 153.54 feet along a 767.00 foot radius curve to the right, said curve having a central angle of 11 degrees 28 minutes 12 seconds, and a chord bearing North 74 degrees 32 minutes 21 seconds East 153.29 feet [the previous four (4) calls all being along the Southerly right-of-way line for Black River Court, a public street]; thence South 00 degrees 56 minutes 28 seconds East 489.56 feet to the Point of Beginning.

The above-described parcel is intended to describe Parcel 3 in a Quit-Claim Deed recorded as Document No. 2018-0025095 of Ottawa County records. (Tax Parcel No. 70-16-36-200-027)

Schedule A-2



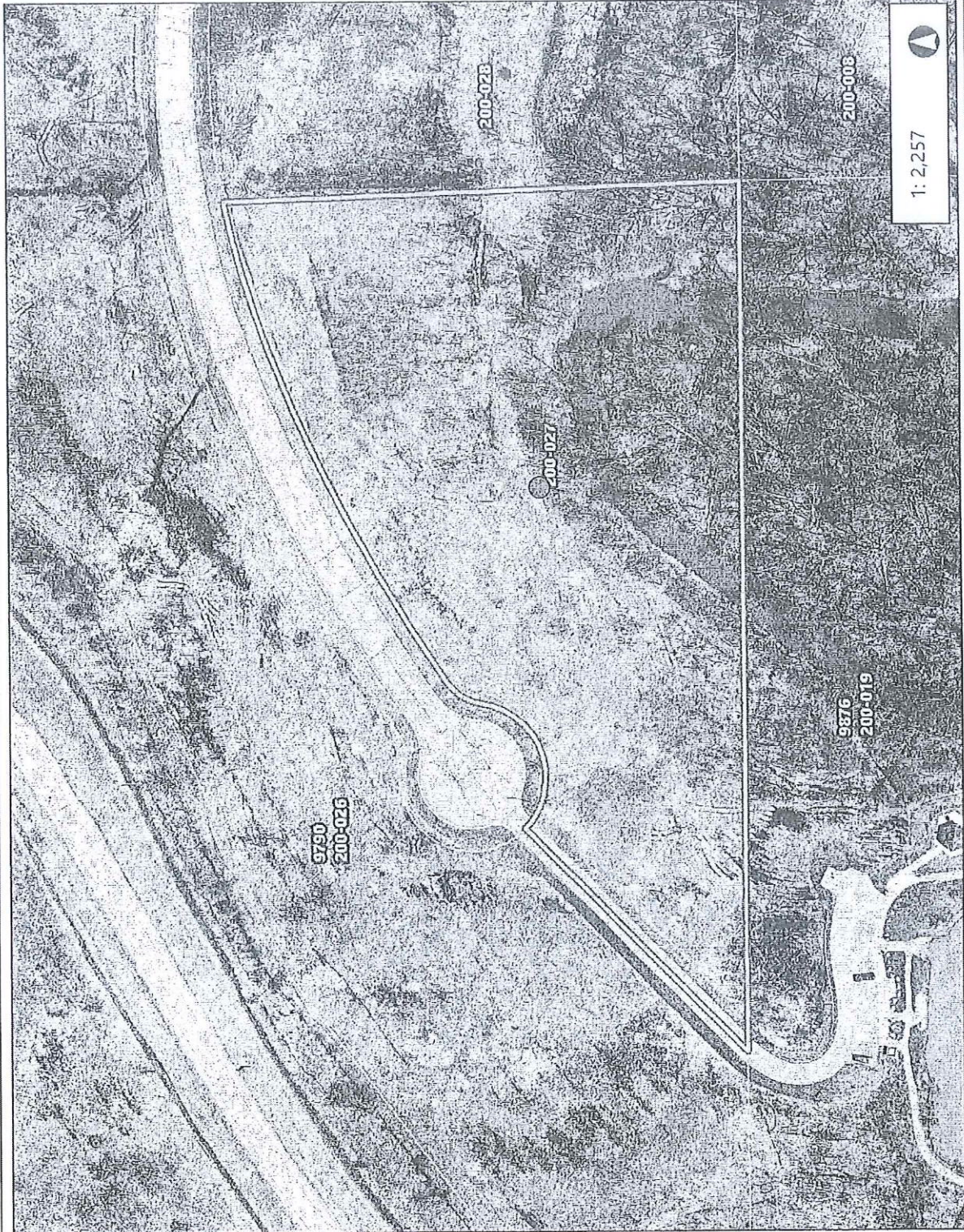
i. 57  
6-200-019



Schedule A-2

Legend  
□ Parcels

Notes



1: 2,257

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

376.2 0 188.06 376.2 Feet

B  
ZVRGP

Schedule B



8 7 7 0 8 9 0  
Tx:4397101

7/18/2018 11:40:00 AM

**2018-0025095**  
FILED/SEALED FOR RECORD IN  
OTTAWA COUNTY, MI  
JUSTIN F. ROEBUCK  
COUNTY CLERK/REGISTER OF DEEDS  
07/18/2018 AT 12:37 PM  
QUIT CLAIM DEED  
30.00

**QUIT CLAIM DEED**

The Grantor, **ADAMS I-196 LIMITED PARTNERSHIP**, a dissolved Michigan limited partnership, whose address is 2801 East Beltline NE, Grand Rapids, Michigan 49525, quit claims to the Grantee, **E&B DEVELOPMENT CO., L.L.C.**, a Michigan limited liability company, whose address is 1946 Turner NW, Grand Rapids, Michigan 49504, the following described premises situated in the Township of Holland, County of Ottawa, State of Michigan:

See the attached Exhibit A.

This deed is given in consideration of less than One Hundred Dollars (\$100.00) and is exempt from transfer tax pursuant to MCLA 207.505(a); MCLA 207.526(a).

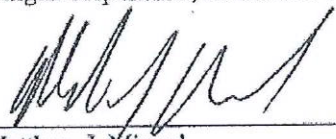
The Grantor grants to the Grantee the right to make all of the divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 9<sup>th</sup> day of July, 2018.

**ADAMS I-196 LIMITED PARTNERSHIP**, a dissolved Michigan limited partnership

By: Universal Development and Real Estate, Inc., a Michigan corporation, its General Partner

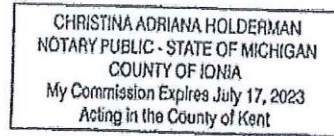
By:   
Matthew J. Missad

Its: President

STATE OF MICHIGAN )  
 )  
COUNTY OF KENT )

The foregoing document was acknowledged before me this 9<sup>th</sup> day of July, 2018, by Matthew J. Missad, the President of Universal Development and Real Estate, Inc., a Michigan corporation, the General Partner of Adams I-196 Limited Partnership, a dissolved Michigan limited partnership, on behalf of the dissolved limited partnership.

Christina A. Holderman  
\*Christina A. Holderman  
Notary Public, Ionia County, Michigan  
My Commission Expires: 7-17-23  
Acting in Kent County, Michigan



Drafted By and When Recorded  
Return To:

Jonathan W. Anderson  
Varnum LLP  
P. O. Box 352  
Grand Rapids, MI 49501-0352

Send Subsequent Tax  
Bills To:

Grantee

13711605\_1.DOC

**EXHIBIT A  
TO QUIT CLAIM DEED**

**PARCEL B:**

That part of the Northeast 1/4 of Section 36, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Section; thence South 01°04'52" East 1322.93 feet along the East line of said Section; thence South 89°48'47" West 456.06 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section to the point of beginning for this description; thence South 89°48'47" West 387.05 feet; thence North 01°04'52" West 470.86 feet; thence Westerly 122.34 feet on the arc of an 800.00 foot radius curve to the right, the chord of which bears North 77°27'39" West 122.22 feet (central angle of 08°45'43"); thence Westerly 71.59 feet on the arc of an 800.00 foot radius curve to the left, the chord of which bears North 75°38'36" West 71.57 feet (central angle of 05°07'38"); thence North 09°25'44" East 201.07 feet; thence Northerly 140.82 feet on the arc of an 833.00 foot radius curve to the left, the chord of which bears North 04°35'10" East 140.65 feet (central angle of 09°41'09"); thence North 00°15'25" West 117.47 feet; thence North 89°44'35" East 478.59 feet (the previous 3 courses being along the Southerly boundary of Adams Street Center as recorded in Liber 34 of Plats, Pages 60 and 61); thence South 01°04'52" East 473.45 feet; thence South 34°45'32" East 79.31 feet; thence South 01°04'52" East 433.52 feet to the point of beginning.

Parcel No. 70-16-36-200-016

**PARCEL 2:**

Part of the Northeast 1/4 of Section 36, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S01°04'52"E 1322.93 feet along the East line of said Section; thence S89°48'47"W 843.11 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section to the Point of Beginning; thence continuing S89°48'47"W 482.54 feet along said South line; thence N00°56'28"W 489.56 feet; thence Easterly 357.43 feet along a 767.00 foot radius curve to the right, said curve having a central angle of 26°42'00", and a chord bearing S86°22'33"E 354.20 feet; thence Southeasterly 132.08 feet along a 833.00 foot radius curve to the left, said curve having a central angle of 09°05'06", and a chord bearing S77°34'06"E 131.94 feet (The previous 2 calls being along the Southerly right-of-way line for Black River Court); thence S01°04'52"E 437.20 feet to the Point of Beginning.

Parcel No. 70-16-36-200-028

**PARCEL 3:**

Part of the Northeast 1/4 of Section 36, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the Northeast corner of said Section; thence S01°04'52"E 1322.93 feet along the East line of said Section; thence S89°48'47"W 1325.65 feet along the South line of the North 1/2 of the Northeast 1/4 of said Section to the Point of Beginning; thence continuing S89°48'47"W 816.17 feet along said South line; thence N44°58'58"E 295.47 feet; thence Northeasterly 156.36 feet along a 70.00 foot radius curve to the left, said curve having a central angle of 127°58'47", and a chord bearing N70°59'37"E 125.82 feet; thence Northeasterly 41.86 feet along a 50.00 foot radius curve to the right, said curve having central angle of 47°58'05", and a chord bearing N30°59'16"E 40.65 feet; thence Northeasterly 354.17 feet along a 1467.00 foot radius curve to the right, said curve having a central angle of 13°49'57", and a chord bearing N61°53'18"E 353.31 feet; thence Northeasterly 153.54 feet along a 767.00 foot radius curve to the right, said curve having a central angle of 11°28'12", and a chord bearing N74°32'21"E 153.29 feet (The previous 4 call all being along the Southerly right-of-way line for Black River Court); thence S00°56'28"E 489.56 feet to the Point of Beginning.

Parcel No. 70-16-36-200-027