

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Board Room and YouTube**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Tuesday, May 7, 2024**  
**9:00 AM**

**Public Comment**

**Approval of Agenda**

**Consent Resolutions:**

- I. Approval of the minutes from the [April 2, 2024](#) Planning and Policy Committee Meeting

**Agenda and Action Requests:**

- I. [Idema Explorers Trail Team Pink Trail Easement](#)

Suggested Motion:

To approve and forward to the Board of Commissioners acquisition of an easement from Team Pink Corp. for the purpose of constructing, operating, and maintaining a portion of the Bass River Segment of the Idema Explorers Trail at a cost of \$10,000.

**Committee Reports:**

- I. Groundwater Activity Update; Paul Sachs

**Public Comment**

**Adjournment at Call of the Chairperson**

## PLANNING AND POLICY COMMITTEE

### Proposed Minutes

DATE: April 2, 2024

TIME: 9:01 a.m.

PLACE: Fillmore Street Complex

PRESENT: Roger Belknap, Roger Bergman, Allison Miedema, and Joe Moss. (4)

ABSENT: Sylvia Rhodea. (1)

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: APPROVAL OF AGENDA

PP 24-015 Motion: To approve the agenda of today.  
Moved by: Bergman

UNANIMOUS

SUBJECT: CONSENT RESOLUTIONS

PP 24-016 Motion: To approve the minutes from the March 5, 2024, Planning and Policy  
Committee Meeting.  
Moved by: Miedema

UNANIMOUS

SUBJECT: UPPER MACATAWA NATURAL AREA RESTROOM DESIGN CONTRACT

PP 24-017 Motion: To accept the proposal from MCSA Group for architectural and engineering  
services for the Upper Macatawa 84<sup>th</sup> Street Trail head Restroom Building and forward  
to the Board of Commissioners for final approval.  
Moved by: Moss

The motion passed with the following votes: Yeas: Joe Moss, Allison Miedema, Roger  
Bergman, Roger Belknap. (4)

SUBJECT: ROAD COMMISSION MILLAGE RENEWAL

PP 24-018 Motion: To recommend to the Board of Commissioners a renewal of the countywide  
road millage to be placed on the August 2024 ballot for voter consideration.  
Moved by:

The motion passed with the following votes: Yeas: Roger Bergman, Allison Miedema, Joe  
Moss, Roger Belknap. (4).

SUBJECT: COMMITTEE REPORTS

None.

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 9:22 a.m.

# Action Request

Electronic Submission – Contract # 2297



**Committee: PLANNING AND POLICY**

**Meeting Date: 5/7/2024**

**Vendor/3<sup>rd</sup> Party: TEAM PINK CORP.**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: CURT TERHAAR**

**Agenda Item: IDEMA EXPLORERS TRAIL TEAM PINK TRAIL EASEMENT**

## Suggested Motion:

To approve acquisition of an easement from Team Pink Corp. for the purpose of constructing, operating, and maintaining a portion of the Bass River Segment of the Idema Explorers Trail at a cost of \$10,000.

## Summary of Request:

As part of on-going efforts to secure land and easements as required for construction, operation, and maintenance of the Idema Explorers trail along the Grand River, this easement provides a key linkage between State and County owned properties near the Bass River State Recreation Area.

## Financial Information:

Total Cost: \$10,000.00

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.

## Administration:

Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: 5/7/2024

## TRAILWAY EASEMENT

Parcel No. 70-09-17-200-12  
Bass River Segment  
Non-Motorized Trail Project

**THIS INDENTURE** made and entered into this 24<sup>th</sup> day of April, 2024, by and between **TEAM PINK CORP.**, a Michigan corporation, with a mailing address of 8275 Warner Street, 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 ten thousand dollars (\$10,000) 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:** East 1/2 of the West 1/2 of the Northeast 1/4 of Section 17, Town 7 North, Range 14 West, approximately 40 acres (Tax Parcel No. 70-09-17-200-002), hereinafter "Burdened Property."

The Easement area, which Grantor intends to use as a public non-motorized trailway for a bicycle path and walkway (the "Trailway"), is described as follows:

**Easement Description:** An approximate 800 foot long by 30 foot wide strip of land running easterly and westerly to be situated and located in the area between 50 feet and 300 feet south of the northern boundary line of the Burdened Property, and as shown on the Easement Sketch Map attached as **Exhibit A**, hereinafter "Easement"; provided at such time as Grantee has determined the proposed route of the Trailway, the design specifications and route shall 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.

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 Trailway Easement, together with the right to install signs on the adjacent land as to the use by the public.

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 Grantor grants such Easement to the County, its successors and assigns, for the use and benefit of the County, its invitees, successors, guests, and assigns, **FOREVER**, subject to its amendment to locate the specific "as-built" route for this 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 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.

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 arising 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 where caused by the negligence or intentional acts of the Grantor, or the Grantor's heirs, representatives, successors or assigns. The Grantor further agrees that the Grantor 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.

All provisions of this Indenture, including the benefits and burdens, shall run with the land and bind all owners and all heirs, successors, assignees, tenants, and personal representatives of Burdened Parcel.

Non-use or limited use of the Easement shall not prevent the County or its successors or assigns from later use of the same to the fullest extent authorized in this Indenture.

This Trailway Easement may be amended, altered, modified, or terminated by, and only by, the mutual written agreement of all parties, then owning or having an interest of record in the Burdened Parcel affected by the amendment or by all parties owning or having an interest of record in the Easement or power to be terminated. The parties have agreed that the location for such improved Trailway

Easement will, prior to construction, have its intended centerline staked with a monument every 50 feet as to its intended location, and upon completion of construction of the railway improvements, a legal description will be prepared by a licensed surveyor at the expense of the County and this Trailway Easement will be amended by the parties to locate within a 50 foot wide strip of land, the "as-built" location of this Trailway Easement.

The Easement and right-of-way herein granted may be utilized for ingress and egress by the County or any emergency service agency to provide, without limitation, access for fire and police vehicles, ambulances and rescue vehicles, and other lawful governmental or private emergency services, including adjoining extensions of the Trailway Easement.

If the Burdened Property is subdivided or split and results in additional parcels, then any additional owners of such new parcels will hold title to such parcels subject to the terms of this Easement.

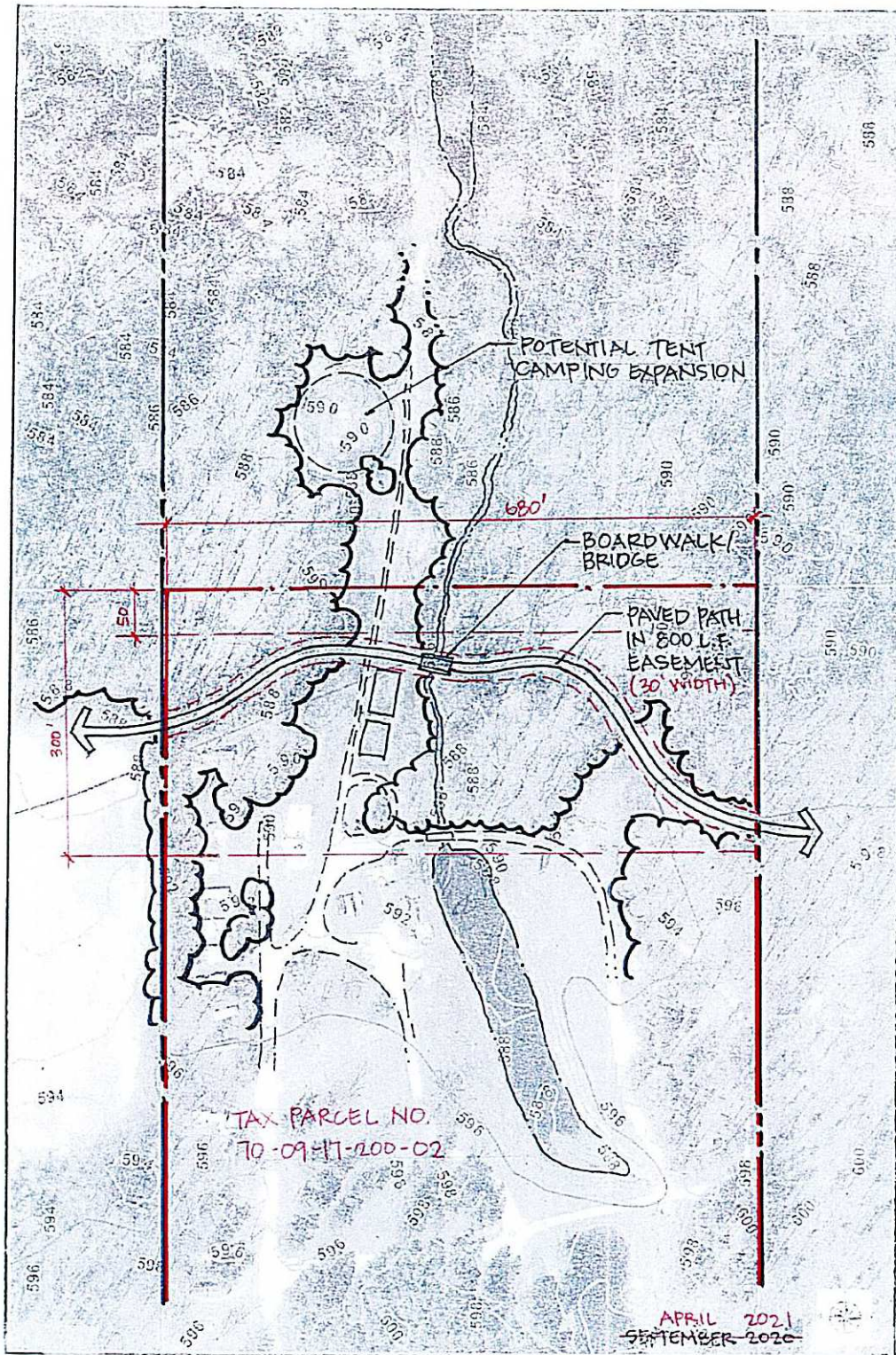
If any term, covenant, or condition of this Indenture or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Indenture, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Trailway Easement shall be valid and enforced to the fullest extent permitted by law.

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.

The Grantor has caused these presents to be signed the day and year first above written.

*[Signatures on Next Page]*

# Exhibit A Easement Sketch



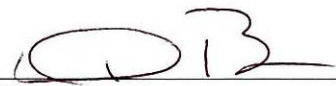
**EASEMENT SKETCH**  
Allendale KOA

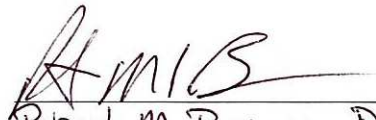
0 50 100 200  
Feet



Ottawa County Parks &  
Recreation Commission

**TEAM PINK CORP.**  
a Michigan corporation

By:   
Dione Brown  
Its: President

By:   
Robert M. Brown POA Sandra Brown  
Its: Secretary

STATE OF MICHIGAN       )  
  ss.  
COUNTY OF OTTAWA       )

On this 24<sup>th</sup> day of April, 2024, before me in Ottawa County, Michigan, personally appeared Dione Brown and Robert M. Brown POA for Sandra Brown to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their own free act and deed on behalf of said corporation.

  
Notary Public, Muskegon County, Michigan  
Acting in Ottawa County  
My commission expires: 7/18/28

**Drafted By:**  
C. Nicholas Curcio  
Curcio Law Firm PLC  
16905 Birchview Drive  
Nunica, MI 49448

**When Recorded Return To:**  
Grantee

**RACHEL SANCHEZ**  
Notary Public, State of Michigan  
County of Muskegon  
My Commission Expires 18-Jul-2028  
Acting in the County of Ottawa

OTTAWA COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

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