

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room and YouTube
12220 Fillmore Street, West Olive, Michigan 49460
Tuesday, July 2, 2024
9:00 AM

Public Comment

Approval of Agenda

Consent Resolutions:

- I. Approval of the minutes from the [June 4, 2024](#) Planning and Policy Committee Meeting

Agenda and Action Requests:

1. [Operating Budget Policy](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the revised Operating Budget Policy for a first reading.

2. [Fund Balance Policy](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the revised Fund Balance Policy for a first reading.

3. [Zeeland Township Trail Easement](#)

Suggested Motion:

To approve the granting of an easement to Zeeland Charter Township for construction of a public trail through a portion of the Upper Macatawa Natural Area.

Committee Reports:

Public Comment

Adjournment at Call of the Chairperson

PLANNING AND POLICY COMMITTEE

Proposed Minutes

DATE: June 4, 2024

TIME: 9:01 a.m.

PLACE: Fillmore Street Complex

PRESENT: Roger Belknap, Roger Bergman, Allison Miedema, Sylvia Rhodea, and Joe Moss. (5)

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: APPROVAL OF AGENDA

PP 24-022 Motion: To approve the agenda of today.
Moved by: Bergman

UNANIMOUS

SUBJECT: CONSENT RESOLUTIONS

PP 24-023 Motion: To approve the minutes from the May 7, 2024, Planning and Policy Committee Meeting.
Moved by: Bergman

UNANIMOUS

SUBJECT: OTTAWA SANDS ECOLOGICAL ENHANCEMENT – CHANGE ORDER

PP 24-024 Motion: To approve the addition to the contract for GEI consultants in the amount of \$99,963 for work at Ottawa Sands lake shoreline enhancements and forward to the Board of Commissioners for final approval.
Moved by: Miedema

The motion passed with the following votes: Yeas: Joe Moss, Sylvia Rhodea, Allison Miedema, Roger Bergman, Roger Belknap. (5)

SUBJECT: OTTAWA COUNTY PARKS COASTAL RESILIENCY PROJECT

PP 24-025 Motion: To approve the contract with GEI Consultants of Michigan in the amount of \$274,684 for professional services related to coastal resiliency feasibility and preliminary engineering at Ottawa Sands and Harbor Island in the City of Grand Haven.
Moved by: Moss

The motion passed with the following votes: Yeas: Roger Bergman, Allison Miedema, Joe Moss, Sylvia Rhodea, Roger Belknap. (5)

SUBJECT: IDEMA EXPLORER'S TRAIL EASTMANVILLE BAYOU SEGMENT
EASEMENT

PP 24-026 Motion: To purchase an easement from Joselyn Paolo Vallejo for trail construction of the Eastmanville Bayou segment of the Idema Explorer's Trail for a cost of \$3690.00.
Moved by: Bergman

The motion passed with the following votes: Yeas: Roger Bergman, Allison Miedema, Sylvia Rhodea, Joe Moss, Roger Belknap. (5)

SUBJECT: APPLICATION FOR CONSISTENCY WITH THE OTTAWA COUNTY SOLID
WASTE MANAGEMENT PLAN

PP 24-027 Motion: To recommend and forward to the Board of Commissioners to find that the Summary Report is consistent with the Ottawa County Solid Waste Management Plan in with current rules developed under Part 115 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (Part 115) and to recommend for approval a Letter of Consistency for the Summary Report pending Holland Charter Township (host community) also approves the Summary Report to be written by the current DPA and administrative staff on behalf of the Ottawa County Board of Commissioners.
Moved by: Bergman

The motion passed with the following votes: Yeas: Joe Moss, Allison Miedema, Roger Bergman, Sylvia Rhodea, Roger Belknap. (5)

SUBJECT: PROBATE COURT: GRAND HAVEN COURTHOUSE ALTERATIONS

PP 24-028 Motion: To create a capital project for Probate Court alterations in the Grand Haven Courthouse.
Moved by: Bergman

The motion passed with the following votes: Yeas: Roger Bergman, Allison Miedema, Joe Moss, Sylvia Rhodea, Roger Belknap. (5)

SUBJECT: COMMITTEE REPORTS

None.

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 9:37 a.m.

Action Request



Committee: Planning and Policy Committee	<input type="text"/>
Meeting Date: 07/02/2024	
Requesting Department: Fiscal Services Department	
Submitted By: Karen Karasinski	<input type="text"/>
Agenda Item: Operating Budget Policy	

Suggested Motion:

To approve and forward to the Board of Commissioners the revised Operating Budget Policy for a first reading.

Summary of Request:

With the proposed changes to the Fund Balance policy, the Operating Budget Policy was updated to recognize that the General Fund contingency will need to consider all areas of the budget supported by General Fund operating transfers.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Committee/Governing/Advisory Board Approval Date:

Administration:

County Administrator:



Recommended

Not Recommended

Without Recommendation

Committee/Governing/Advisory Board Approval Date:



Ottawa County

OPERATING BUDGET POLICY

I. POLICY

The Ottawa County Board of Commissioners supports principles of budgeting, management, and accounting which promote the fiscal integrity of the County. The goal of the budget is to provide financial plan for County operations that align to the Board of Commissioner Strategic Plan/ Business Plan and communicate the same to Ottawa County residents.

II. STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); 46.71, Act 156 of 1851, as amended. See also the specific statutory requirements of the Uniform Budgeting and Accounting Act, MCL 141.421a et seq.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Policy Adoption Date and Resolution Number: June 13, 2017; B/C 17-118

Board of Commissioners Review Date and Resolution Number: May 23, 2017; B/C 17-101

Name and Date of Last Committee Review: Planning and Policy Committee, May 11, 2017

Last Review by Internal Policy Review Team: September 1, 2022



Ottawa County

IV. PROCEDURE

A. County Budget Philosophy

1. Alignment with Strategic Plan: The Board of Commissioners reviews and updates the County's strategic plan annually which serves as a guide for County operations. Since the budget is the main tool for implementation of the Strategic Plan/Business Plan, the budget, to the extent possible, will be consistent with the goals and objectives of the Strategic Plan/Business Plan.
2. Prudence: As stewards of taxpayer dollars and to promote stability, the budget will be prepared using conservative, but realistic estimates. The County will also avoid budgetary procedures such as accruing future years' revenues or rolling over short-term debt to balance the current budget at the expense of future budgets.

The County will include a contingency amount in the budget for unforeseen and emergency type expenditures. The amount of contingency will not exceed 3% of the General Fund's actual expenditures for the most recently completed audit, and the amount of the contingency will take into consideration all areas of the County budget that is supported by the General Fund.—

3. Balancing the Budget: In accordance with Public Act 621, no fund will be budgeted with a deficit (expenditures exceeding revenues and fund balance). Prudence requires that the ongoing operating budget be matched with ongoing, stable revenue sources to maintain consistent service levels.

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B. Budget Formulation

1. Responsibility: The County Administrator is responsible for the preparation, presentation and control of the budget, and shall prepare an annual budget calendar and budget resolution packet for each fiscal year.
2. State law requires the County to adopt a budget for the General Fund and all Special Revenue Funds. In addition to what is required by law, the County will adopt a budget for all Debt Service Funds and Capital Projects Funds.
3. With the exception of the Capital Improvement Fund, the legal level of control, at a minimum, is the department in each fund for which a budget is adopted. The Capital Improvement Fund is appropriated by project and unexpended resources will carry over until complete. Fiscal Services may implement safeguards or guidelines for processing budget reallocations within a department to ensure sufficient resources are available.



Ottawa County

4. Budget Basis: Except capital assets, the budget will be prepared on the same basis as the County's financial statements. Capital assets are budgeted on cash basis of accounting.
5. Required Budget Data: As part of the budget preparation process, Department Heads and Elected Officials will provide information and justification to the County Administrator as it pertains to any of their budget requests, including new/replacement equipment and positions.
6. Departments and Elected Officials are responsible for administering their respective programs within the budget, as adopted or amended.
7. Budget Document: The County will prepare the budget document in compliance with Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award Program and industry best practices.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years and will make recommendations for changes to the Planning & Policy Committee.

Action Request



Committee:	Planning and Policy Committee	<input type="checkbox"/>
Meeting Date:	07/02/2024	
Requesting Department:	Fiscal Services Department	
Submitted By:	Karen Karasinski	<input type="checkbox"/>
Agenda Item:	Fund Balance Policy	

Suggested Motion:

To approve and forward to the Board of Commissioners the revised Fund Balance Policy for a first reading.

Summary of Request:

The policy was updated so that all Special Revenue Funds supported by a general operating transfer will only maintain fund balance that is restricted, non-spendable, or committed by separate resolution of the Board of Commissioners.

This change will improve transparency regarding General Fund support to Special Revenue Funds because it will always be reflected as a transfer in. Additionally, it will allow for a more accurate calculation of unassigned General Fund dollars.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date:



Ottawa County

FUND BALANCE POLICY

I. POLICY

The County of Ottawa believes that sound financial management principles requires ~~that~~ sufficient funds be retained by the County to provide a stable financial base at all times. To retain this stable financial base, the organization needs to maintain a fund balance in the General Fund that is sufficient to provide cash flow to the organization, ~~to~~ for ~~providing~~ financial reserves ~~for~~ in the event of unanticipated expenditures and/or revenue shortfalls of an emergency nature, and/or provide funds for existing encumbrances.

The purpose of this policy is to establish a key element of financial stability ~~of~~ for the County of Ottawa by setting guidelines ~~for~~ regarding fund balance. It is essential ~~that~~ the County of Ottawa maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstance.

In addition, this policy addresses requirements under Government Accounting Standards Board (GASB) surrounding the composition of fund balance, including the establishment and use of the various components of fund balance.

II. STATUTORY REFERENCES

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date: October 8, 2019

Board of Commissioner Review Date and Resolution Number: September 24, 2019

Date of Last Committee Review: Planning and Policy Committee September 17, 2019

Last Review by Internal Policy Review Team: April 19, 2022

IV. PROCEDURE

- A. Fund balance is only reported in governmental funds and is the difference between assets, deferred outflows and its liabilities and deferred inflows. The five components of fund balance are as follows:
1. Non-spendable Fund Balance – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund).
 2. Restricted Fund Balance – Amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or



Ottawa County

through enabling legislation. Examples include grants, dedicated millage, and budget stabilization fund established under State law.

3. Committed Fund Balance – Amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.
4. Assigned Fund Balance – Amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
5. Unassigned Fund Balance – is the residual classification of the general fund and includes all amounts not contained in other classification. Unassigned amounts are technically available for any purpose.

B. Minimum Fund Balance

The fund balance of the County of Ottawa's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The County of Ottawa's basic goal is to limit expenditures to anticipated revenue in order to maintain a balanced budget.

[Special Revenue Funds that are supported by a general operating transfer of money from the General Fund will only maintain a fund balance to the extent that the funds are one or more of the following types: restricted; non-spendable; or committed by separate resolution of the Board of Commissioners.](#)

It is the goal of the County of Ottawa to achieve and maintain an unrestricted fund balance in the general fund equal to 20% - 25% of expenditures, including transfer to other funds, but excluding non-recurring expenditures and special millage tax revenue passed thru to component units. The use of unrestricted fund balance is appropriate for one-time expenditures.

For purposes of this policy, non-recurring expenditures are defined as an expenditure that has not occurred in the previous two years and is not expected to occur in the following year.

C. Budget Stabilization



Ottawa County

Under State law, the maximum stabilization amount is the lower of 1) 20% of the most recently adopted General Fund budget; or 2) 20% of the average of the most recent five years of General Fund budgets, as amended.

Uses of stabilization fund will be in compliance with State law.

D. Assigned Fund Balance

Through the adoption of this policy, Ottawa County Board of Commissioners authorizes the County Administrator to assign fund balance to a specific purpose and in compliance with this policy.

E. Order of Spending Fund Balance

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the County of Ottawa to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the County of Ottawa that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

F. Measurement Date

The County will measure compliance with this policy as of September 30th each year, as soon as practical after [fiscal](#) year-end account information becomes available.

G. Funding the Reserve

Fund of General Fund reserve target will generally come from excess revenue over expenditures or one-time revenues.

H. Condition for Use of Reserve

It is the intent of the County to limit use of General Fund reserves to address unanticipated, non-recurring needs. Reserves may, however, be used to allow time for the County to restructure its operations in a deliberate manner (as might be required in an economic downturn), but such use will only take place in [a-the](#) context of an adopted long-term plan.

I. Replenishment of Reserve



Ottawa County

In the event that a fund balance falls below the established minimum balance requirements, the Board of Commissioners will adopt a plan during the budget process to replenish the reserve within a three-year~~s~~s ~~time horizon~~.

J. Excess Reserves

In the event reserves exceed the minimum balance requirements, the excess may be used in the following ways:

1. Fund accrued liabilities, including but not limited to debt service and pension. Priority will be given to those items that relieve budget or financial operating pressure in future periods;
2. Fund the Stabilization Fund to the maximum allowable under State law;
3. Appropriated to lower the amount of bonds or contributions needed to fund capital projects in the Capital Improvement Plan; and
4. One-time expenditures that do not increase recurring costs that cannot be funded through current revenues. Emphasis will be placed on one-time use that reduce future operating costs.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years and will make recommendations for changes to the Planning & Policy Committee.

Action Request

Electronic Submission – Contract # 2360



Committee: PLANNING AND POLICY

Meeting Date:

Vendor/3rd Party: ZEELAND CHARTER TOWNSHIP

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: ZEELAND TOWNSHIP TRAIL EASEMENT

Suggested Motion:

To approve the granting of an easement to Zeeland Charter Township for construction of a public trail through a portion of the Upper Macatawa Natural Area.

Summary of Request:

As part of a collaborative effort with local units of government, this easement would contribute to the development of the non-motorized multi-use trail system in Ottawa County. In particular, this easement allows for Zeeland Charter Township to construct a trail through a portion of the Upper Macatawa Natural Area (UMNA) along 76th Ave. Although most of this trail will be constructed in the road right-of-way, this easement will allow for a portion the trail to be constructed on park property adjacent to the road. By locating the trail on park land, regulated wetland areas and the costs for constructing boardwalks to cross those wetlands will be avoided. The new trail will also add a key link in the overall trail system at the UMNA.

Financial Information:

Total Cost: \$0.00

General Fund Cost: \$0.00

Included in Budget:

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:

6/26/2024 2:00:50 PM

Committee/Governing/Advisory Board Approval Date:

NON-MOTORIZED PATHWAY EASEMENT

74th – 76th Avenue Easement to Zeeland Township

This non-motorized pathway easement (“Easement Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”), by and between Ottawa County, of 12220 Fillmore Street, West Olive, Michigan, 49460 (the “Grantor”) and Zeeland Charter Township, a Michigan governmental charter township, of 6582 Byron Road, Zeeland, Michigan 49464 (the “Township”).

TERMS AND CONDITIONS

1. Conveyance; Approval of Construction Plans. For the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantor by the Township, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor does hereby grant, bargain, convey, and assign unto the Township, and its successors and assigns, a non-exclusive, perpetual, and permanent easement and right of way (the “Easement”) over a portion of the parcels of land in the Township of Zeeland, County of Ottawa, State of Michigan described on the attached Exhibit A (the “Property”), such portion being specifically described and depicted on the attached Exhibit B (the “Easement Area”) for the installing, constructing, operating, maintaining, repairing, replacing, reinstalling, inspecting and keeping in working order of a non-motorized pathway (the “Pathway”) for the enjoyment of the general public. The Pathway may be initially constructed or later modified as a sidewalk, boardwalk, or other suitable nonmotorized- capable surface as determined by the Township, in accordance with plans to be developed by the Township and subject to the approval of the Grantor, which shall not be unreasonably withheld. Such plans shall comply with the terms and conditions of the Conversation Easement, as defined below, and the other terms and conditions set forth herein.

2. Pre-Existing Conservation Easement. This Easement Agreement is subordinate to a Conservation Easement (the “Conservation Easement”) granted by Ottawa County to the Land Conservancy of West Michigan (the “Land Conservancy”) on May 24, 2005 and recorded with the Ottawa County Register of Deeds on June 30, 2005, in Liber 004902, Page 00296. If the terms of this Easement Agreement conflict, contradict and/or are inconsistent with the Conservation Easement, the terms of the Conservation Easement control and prevail. As stated in the Conservation Easement, Section 1.A., “The Purposes of this Conservation Easement are to protect the Property’s natural resource and watershed values; to maintain and enhance biodiversity; to retain quality habitat for native plants and animals, and to maintain and enhance the natural features of the Property. Any uses of the Property that may impair or interfere with the Conservation Values are expressly prohibited.” The Grantor of the Conservation Easement has the right to “grant easements not inconsistent with the terms of this Conservation Easement” (Section 5.A.), and the right to “construct, maintain, renovate, and replace structures that facilitate the use of the Property as a park, as long as they do not negatively impact the Conservation Values” (Section 5.C.).

3. Additional Easement Rights. The Grantor hereby grants, conveys, and warrants to the Township the following additional easement rights upon, over, across, and through the Property as part of the Easement, subject to and subordinate to the Conservation Easement:

a. Access. The right to enter upon the lands of the Property adjacent to the Easement as is required for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of the Pathway.

b. Signage. The right to install signs within the Easement Area with the written approval of the Grantor, which shall not be unreasonably withheld.

c. Construction and Maintenance Easement Rights. The right to enter upon the Easement Area at any reasonable time for the purpose of such construction, maintenance, repair, replacement, reinstallation and inspection of the Pathway, together with the right to excavate a foundation for the location of such Pathway and the right to remove trees, brush, undergrowth and other obstructions situated upon and about the Easement Area which may interfere with the location, construction, maintenance, repair or upkeep of such Pathway. As a consideration for the granting of the right to construct and install such Pathway, the Township shall be obligated to fill and grade to ground level the areas adjoining the Pathway and to otherwise restore the Property (including but not limited to the drives, parking areas, shrubs and/or grass alongside the Pathway) to its former condition, following the completion of any maintenance, repair, upkeep, replacement, construction or reinstallation work. To the extent restoration work requires replanting of trees, shrubs, grass, or other plants, such replanting must be done with species native to Michigan, and to the extent reasonably possible such plantings should be consistent with the species being replaced. During construction, the Township shall make all reasonable to prevent transportation of invasive species on to the site through any means, including, but not limited to, through equipment or in materials.

d. Miscellaneous. All other easements and rights reasonably necessary and appropriate to accomplish the activities permitted by this Easement Agreement or activities incidental to the purposes expressed in this Easement Agreement, subject to the terms of the Conservation Easement.

4. Authority. The Grantor warrants that it has the authority to enter into this Easement Agreement and owns the Property in fee simple. Each person signing this Easement Agreement on behalf of the Grantor is authorized to do so. When signed by the Grantor and the Township, this Easement Agreement constitutes a valid and binding agreement enforceable against the Grantor and the Township in accordance with its terms.

5. Removal of Structures. The Township may remove or demolish existing buildings, structures, or fences only with the prior written approval of the Grantor, which shall not be unreasonably withheld to the extent such activity is needed to reasonably exercise of the foregoing rights. Any such removal or demolition shall be at the Township's sole expense.

6. Indemnification. The Township agrees to fully indemnify, save and hold harmless the Grantor and the Land Conservancy from any and all claims for damage to real and personal property and injuries or death suffered by persons in any manner caused by, arising out of or related in any way to the Township's activities in connection with the exercise of this Easement and the rights granted hereby, except for the gross negligence or intentional acts of the Grantor, its heirs, representatives, successors or assigns. The Township further agrees to fully indemnify, save and hold harmless the Grantor from any and all claims made by the Land Conservancy for damage to real and personal property and injuries or death suffered by persons in any manner caused by, arising out of or related in any way to the Township's activities in

connection with the exercise of this Easement and the rights granted hereby, except for the gross negligence or intentional acts of the Grantor, its heirs, representatives, successors or assigns. The Grantor further agrees that it will not construct a building, structure or improvement on the Easement Area without first obtaining the written consent of the Township, or impede the access or use by anyone of the Pathway contemplated herein.

7. No Interference. The Grantor's activities and any grant of rights made by the Grantor after the effective date of this Easement Agreement to any person or entity, shall not disturb, impair, materially increase the cost of, or interfere with the Easement.

8. Easement Runs with Land. The burdens of the easements and all other rights granted to the Township in this Easement Agreement shall run with and against the Property and shall be a charge and burden on the Property and shall be binding upon and against the Grantor and its successors, assigns, permittees, grantees, licensees, employees and agents. The easements and all other rights granted to the Township in this Easement Agreement shall inure to the benefit of the Township and its successors, assigns, permittees, licensees and grantees.

9. Partial Invalidity. Should any provision of this Easement Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the court's holding. Notwithstanding any other provision of this Easement Agreement, the parties hereto agree that in no event shall the term of any easement or right granted herein be longer than, respectively, the longest period permitted by applicable law.

10. No Merger. There shall be no merger of this Easement Agreement, or of the easement estates or rights created by this Easement Agreement, with the fee estate in the Property by reason of the fact that this Easement Agreement or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons having an interest in this Easement Agreement or in the estate of the Grantor and the Township shall join in a written instrument effecting such merger and shall duly record the same.

11. Cooperation. The Grantor shall fully cooperate and assist the Township in removing or limiting the interference of any leases, mortgages, deeds of trust, liens, security interests, mechanic's liens or any other encumbrances encumbering all or any portion of the Property, with the exception of the Conservation Easement, that could interfere with the Township's operations on the Property as contemplated herein, including, but not limited to, obtaining a subordination and non-disturbance agreement where the Township deems it necessary, with terms and conditions reasonably requested by the Township to protect its rights hereunder, from each party that holds such rights.

IN WITNESS WHEREOF, the parties of signed this Non-Motorized Pathway Easement as of the dates indicated below.

[Signature on Next Page]

OTTAWA COUNTY

Joseph Moss, Chair of the Board of Commissioners

Justin F. Roebuck, Ottawa County Clerk

STATE OF MICHIGAN)
)
 ss.
)
 COUNTY OF OTTAWA)

On _____, 2024, before me in Ottawa County, Michigan, personally appeared Joseph Moss and Justin F. Roebuck, on behalf of Ottawa County.

Notary Public, _____ County, Michigan
Acting in _____ County
My commission expires: _____

ZEELAND CHARTER TOWNSHIP

Tom Oonk, Supervisor

Kate Kraak, Clerk

STATE OF MICHIGAN)
)
 ss.
)
 COUNTY OF OTTAWA)

On June 24, 2024, before me in Ottawa County, Michigan, personally appeared Tom Oonk and Kate Kraak, on behalf of Zeeland Charter Township.

Katy Steenwyk
Notary Public, Ottawa County, Michigan
Acting in Ottawa County
My commission expires: 11-1-24

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

When Recorded Return To:
Grantee

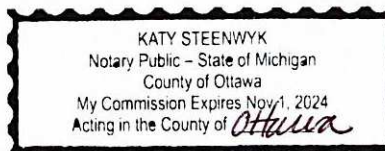


Exhibit A
Description of Property

The following described real property in Zeeland Township, County of Ottawa, State of Michigan:

Part of the West 1/2 of Section 21, Town 5 North, Range 14 West, Zeeland Township, Ottawa County, Michigan, described as beginning at a point on the North and South 1/4 line of Section 21 that is 1972.41 feet South 00 degrees 48 minutes 04 seconds West of the North 1/4 corner of Section 21, thence South 00 degrees 48 minutes 04 seconds West 157.45 feet along the North and South 1/4 line, thence North 89 degrees 42 minutes 27 seconds West 600.02 feet, thence South 00 degrees 48 minutes 04 seconds West 500.02 feet, thence South 00 degrees 48 minutes 25 seconds West 821.25 feet, thence North 89 degrees 26 minutes 59 seconds West 742.84 feet along the South line of the North 5/8 of the Northeast 1/4 of the Southwest 1/4, thence South 00 degrees 39 minutes 31 seconds West 490.74 feet along the West line of the Northeast 1/4 of the Southwest 1/4, thence North 89 degrees 17 minutes 42 seconds West 290.39 feet along the South line of the North 1/2 of the Southwest 1/4, thence North 04 degrees 36 minutes 19 seconds East 1967.78 feet along the East line of Consumers Energy right of way, thence along the North line of the South 1/2 of the South 1/2 of the Northwest 1/4, South 89 degrees 46 minutes 27 seconds East 1501.60 feet to the point of beginning.

Tax I.D. No: 70-17-21-100-028

And

Part of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 21, Town 5 North, Range 14 West, described as beginning at a point on the North and South one-quarter (N & S 1/4) line of Section 21, distant South 02 degrees 17 minutes 00 seconds West 1315 .05 feet from the North one-quarter (N 1/4) corner of Section 21 and proceeding thence South 02 degrees 17 minutes 00 seconds West 657.52 feet along the North and South one-quarter (N & S 1/4) line of Section 21, thence North 88 degrees 17 minutes 33 seconds West 1501.38 feet along the South line of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 21, thence North 06 degrees 04 minutes 55 seconds East 657.70 feet, thence South 88 degrees 21 minutes 35 seconds East 1457.83 feet along the North line of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 21 to the point of beginning.

Tax I.D. No: 70-17-21-100-021

And

Part of the South one-half (S 1/2) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 21, Town 5 North, Range 14 West, described as beginning at a point on the North and South one quarter (N & S 1/4) line of Section 21 that is 657.47 feet South 00 degrees 48 minutes 04 seconds West of the North one-quarter (N 1/4) corner of Section 21, thence South 00 degrees 48 minutes 04 seconds West 369.47 feet along the North and South one-quarter (N & S 1/4) line, thence North 89 degrees 50 minutes 24 seconds West 504.00 feet, thence South 00 degrees 48 minutes 04 seconds West 288.00 feet, thence North 89 degrees 50 minutes 24 seconds West 850.66 feet along the South line of the Northeast one quarter (NE 1/4) of the Northwest one-quarter (NW 1/4), thence North

00 degrees 22 minutes 47 seconds East 479.82 feet along the West line of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4), thence North 28 degrees 29 minutes 37 seconds East 200.15 feet along the centerline of Black River, thence South 89 degrees 54 minutes 20 seconds East 1265.20 feet to the point of beginning.

Tax I.D. No: 70-17-21-100-030

The North one-half (N 1/2) of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of Section 21, Town 5 North, Range 14 West, lying East of the centerline of Black River, except the North 103.00 feet. Also except commencing South 00 degrees 48 minutes 19 seconds West 103.00 feet from the North one-quarter (N 1/4) corner, thence South 00 degrees 48 minutes 19 seconds West 326.51 feet, thence North 88 degrees 10 minutes 30 seconds West 165.00 feet, thence North 02 degrees 06 minutes West 51.00 feet, thence South 89 degrees 06 minutes West 205.50 feet, thence North 00 degrees 48 minutes 19 seconds East 273.70 feet, thence South 89 degrees 58 minutes 14 seconds East 373.00 feet to beginning.

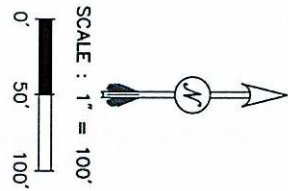
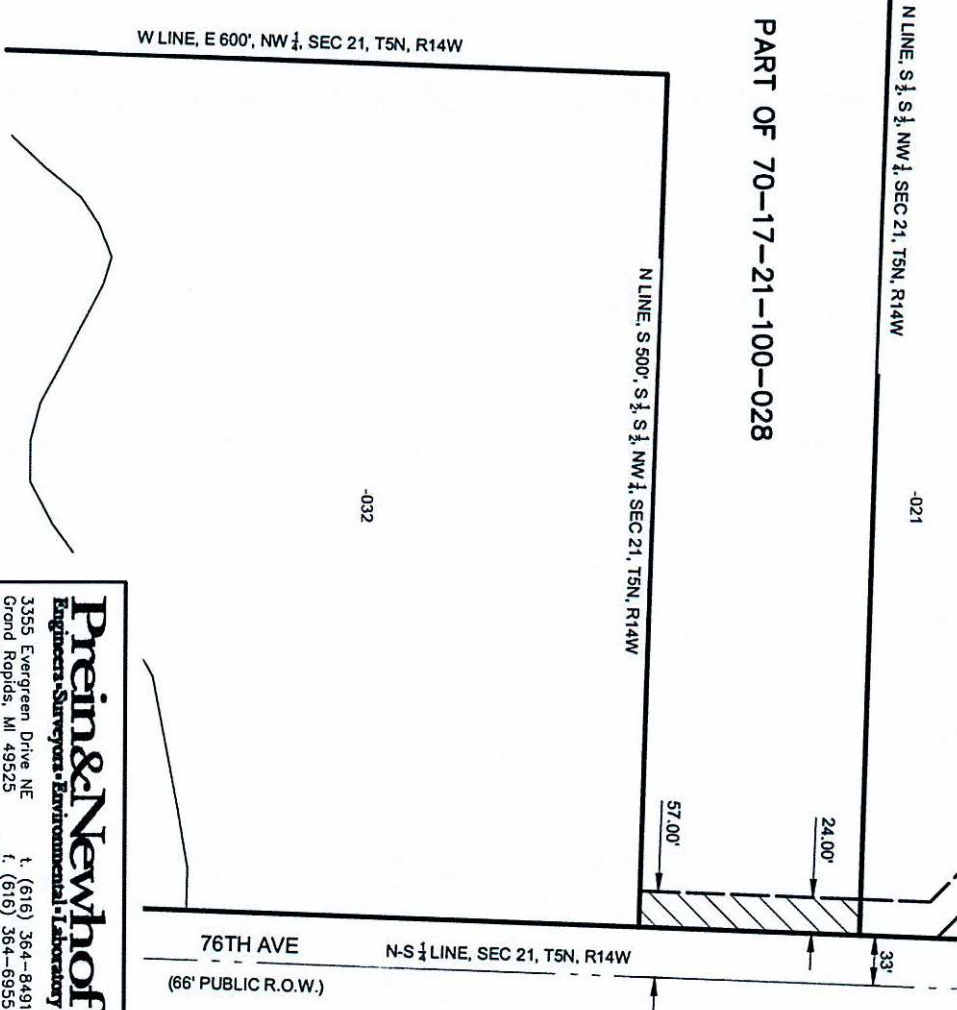
Tax I.D. No: 70-17-21-100-024

EASEMENT SKETCH

70-17-21-100-028

EXHIBIT "B"

PART OF 70-17-21-100-028



SUBJECT PARCEL, TAX DESCRIPTION
 PART OF THE NORTHWEST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION LYING EASTERLY OF THE BLACK RIVER DRAIN, EXCEPT THE EAST 600 FEET OF THE SOUTH 500 FEET; ALSO EXCEPT COMMENCING S88°29'00"E ALONG THE NORTH LINE OF SAID SECTION AND S06°05'30"W 1972.51 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 S88°16'57"E 250.73 FEET; THENCE S06°05'30"W TO THE EAST-WEST 1/2 LINE; THENCE WESTERLY ALONG SAID LINE TO A POINT S06°05'30"W OF THE POINT OF BEGINNING; THENCE N06°05'30"E TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION
 PART OF THE NORTHWEST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: THE WEST 24.00 FEET OF THE EAST 57.00 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION, EXCEPT THE EAST 600 FEET OF THE SOUTH 500 FEET THEREOF. (3535 SQUARE FEET)

Prein & Newhof
 Engineers - Surveyors - Environmental - Laboratory
 3355 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t. (616) 364-8491
 f. (616) 364-6955
 info@preinnewhof.com

CLIENT:
 ZEELAND CHARTER TWP
 6582 BYRON RD.
 ZEELAND, MI
 49464

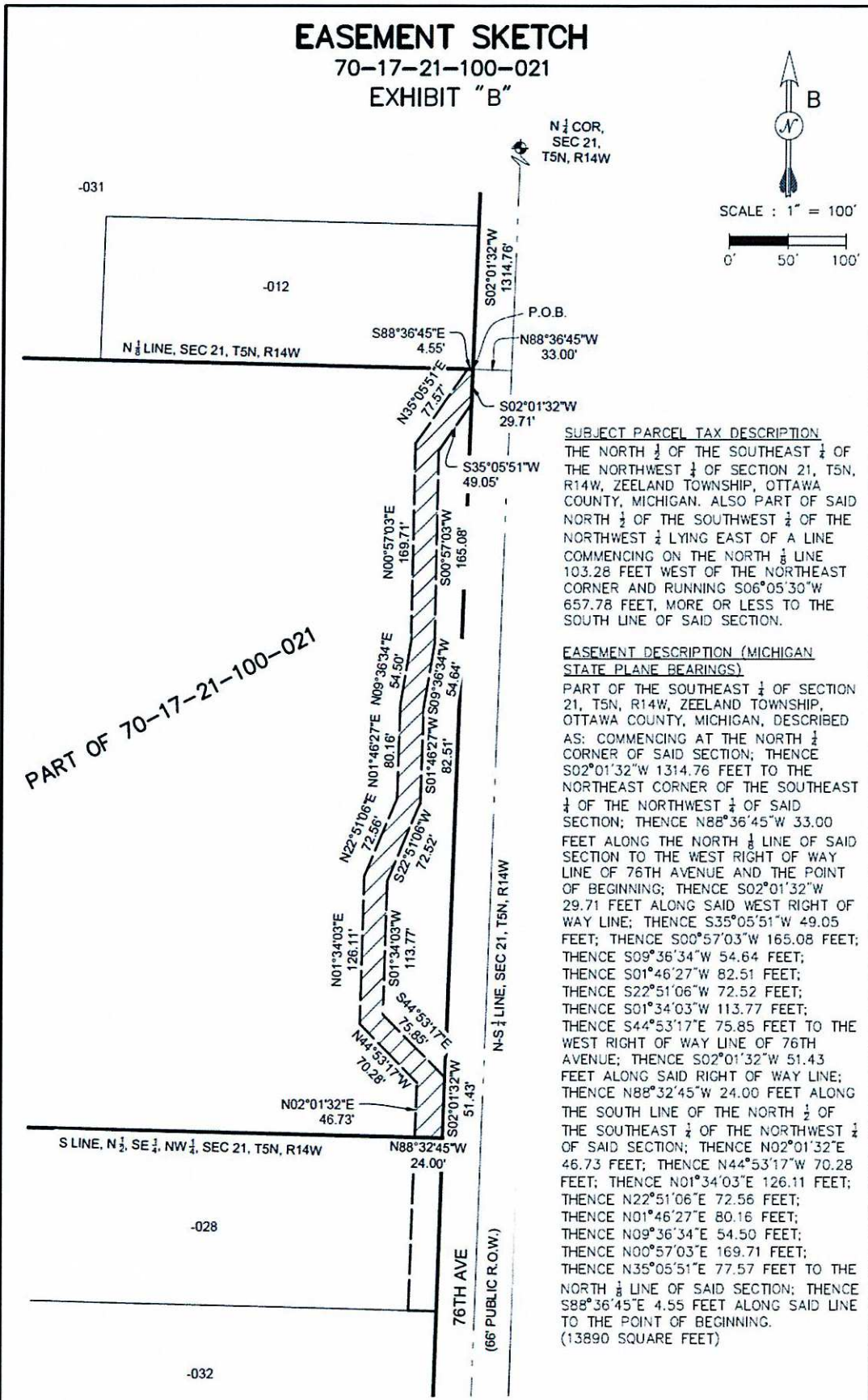
LOCATED IN : SECTION 21
 TOWN 5 NORTH, RANGE 14 WEST
 ZEELAND TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN
 Date : 02/12/2024
 Project No. 2220953

PAGE 1 OF 1

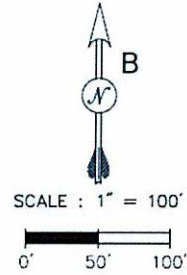
EASEMENT SKETCH

70-17-21-100-021

EXHIBIT "B"



N 1/2 COR,
SEC 21,
T5N, R14W



SUBJECT PARCEL TAX DESCRIPTION
THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN. ALSO PART OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 LYING EAST OF A LINE COMMENCING ON THE NORTH 1/2 LINE 103.28 FEET WEST OF THE NORTHEAST CORNER AND RUNNING S06°05'30"W 657.78 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID SECTION.

EASEMENT DESCRIPTION (MICHIGAN STATE PLANE BEARINGS)
PART OF THE SOUTHEAST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/2 CORNER OF SAID SECTION; THENCE S02°01'32"W 1314.76 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N88°36'45"W 33.00 FEET ALONG THE NORTH 1/2 LINE OF SAID SECTION TO THE WEST RIGHT OF WAY LINE OF 76TH AVENUE AND THE POINT OF BEGINNING; THENCE S02°01'32"W 29.71 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE S35°05'51"W 49.05 FEET; THENCE S00°57'03"W 165.08 FEET; THENCE S09°36'34"W 54.64 FEET; THENCE S01°46'27"W 82.51 FEET; THENCE S22°51'06"W 72.52 FEET; THENCE S01°34'03"W 113.77 FEET; THENCE S44°53'17"E 75.85 FEET TO THE WEST RIGHT OF WAY LINE OF 76TH AVENUE; THENCE S02°01'32"W 51.43 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N88°32'45"W 24.00 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N02°01'32"E 46.73 FEET; THENCE N44°53'17"W 70.28 FEET; THENCE N01°34'03"E 126.11 FEET; THENCE N22°51'06"E 72.56 FEET; THENCE N01°46'27"E 80.16 FEET; THENCE N09°36'34"E 54.50 FEET; THENCE N00°57'03"E 169.71 FEET; THENCE N35°05'51"E 77.57 FEET TO THE NORTH 1/2 LINE OF SAID SECTION; THENCE S88°36'45"E 4.55 FEET ALONG SAID LINE TO THE POINT OF BEGINNING. (13890 SQUARE FEET)

PART OF 70-17-21-100-021

Prein & Newhof
Engineers-Surveyors-Environmental-Laboratory
3355 Evergreen Drive NE t. (616) 364-8491
Grand Rapids, MI 49525 f. (616) 364-6955
www.preinnewhof.com info@preinnewhof.com

CLIENT:
ZEELAND CHARTER TWP
6582 BYRON RD.
ZEELAND, MI
49464

LOCATED IN : SECTION 21
TOWN 5 NORTH, RANGE 14 WEST
ZEELAND TOWNSHIP,
OTTAWA COUNTY, MICHIGAN
Date : 02/12/2024 PAGE
Project No. 2220953 1 OF 1

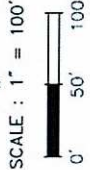
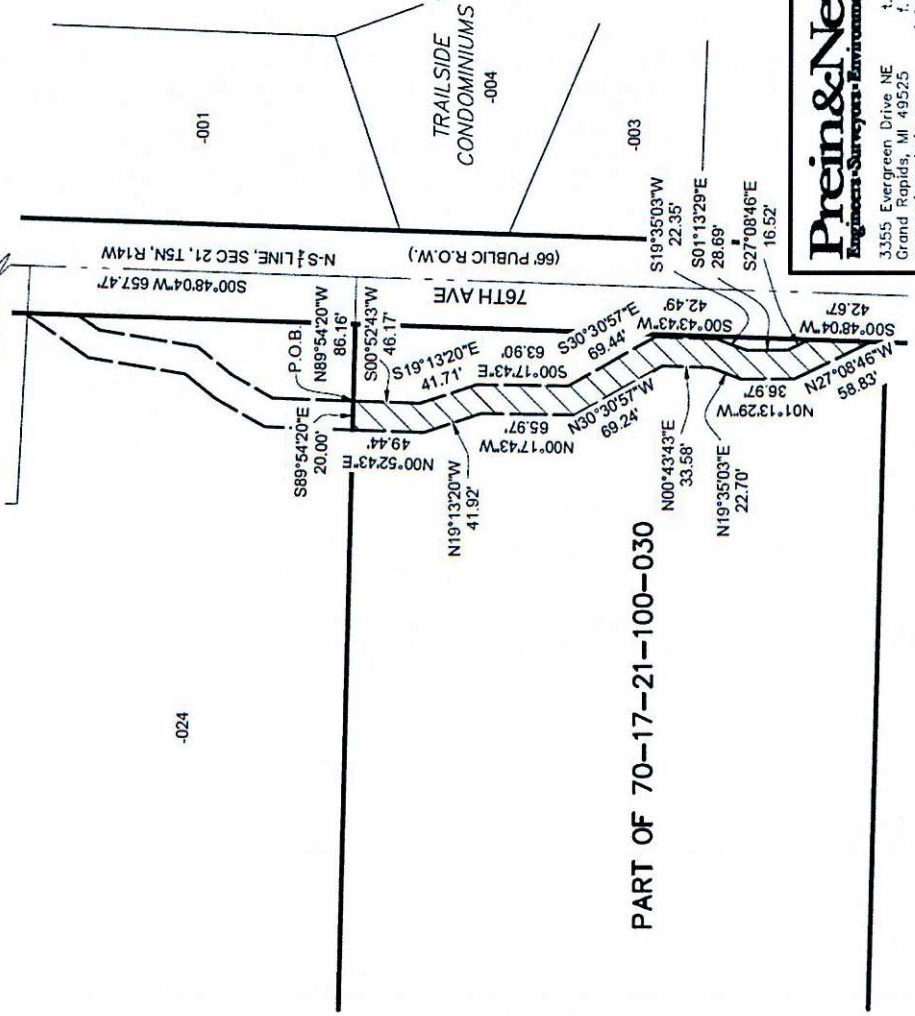
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EASEMENT SKETCH

70-17-21-100-030

EXHIBIT "B"

N 1/4 COR.
SEC. 21,
T5N, R14W



SUBJECT PARCEL TAX DESCRIPTION
 PART OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS:
 COMMENCING S00°48'04"W 657.47 FEET FROM THE NORTH 1/4 CORNER; THENCE S00°48'04"W 369.47 FEET; THENCE N89°50'24"W 504.00 FEET; THENCE S00°48'04"W 288.00 FEET; THENCE N89°50'24"W 850.66 FEET ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N00°22'47"E 479.82 FEET, MORE OR LESS, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 TO THE CENTER LINE OF THE BLACK RIVER; THENCE N28°29'37"E 200.15 FEET, MORE OR LESS, ALONG SAID CENTER LINE; THENCE S89°54'20"E 1265.20 FEET TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION
 PART OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS:
 COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S00°48'04"W 657.47 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE N89°54'20"W 86.16 FEET ALONG THE NORTH LINE OF THE SUBJECT PARCEL TO THE POINT OF BEGINNING; THENCE S00°52'43"W 46.17 FEET; THENCE S19°13'29"E 41.71 FEET; THENCE S00°17'43"E 63.90 FEET; THENCE S30°30'57"E 69.44 FEET; THENCE S00°43'43"W 42.49 FEET; THENCE S19°35'03"W 22.35 FEET; THENCE S01°13'29"E 28.69 FEET; THENCE S27°08'46"E 16.52 FEET TO THE WEST RIGHT OF WAY LINE OF 76TH AVENUE; THENCE S00°48'04"W 42.67 FEET ALONG SAID LINE; THENCE N27°08'46"W 58.83 FEET; THENCE N01°13'29"W 36.97 FEET; THENCE N19°35'03"E 22.70 FEET; THENCE N00°43'43"E 33.58 FEET; THENCE N30°30'57"W 69.24 FEET; THENCE N00°17'43"W 65.97 FEET; THENCE N19°13'20"W 41.92 FEET; THENCE N00°52'43"E 49.44 FEET TO THE NORTH LINE OF THE SUBJECT PARCEL; THENCE S89°54'20"E 20.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. (7100 SQUARE FEET)

PART OF 70-17-21-100-030

LOCATED IN : SECTION 21
 TOWN 5 NORTH, RANGE 14 WEST
 ZEELAND TOWNSHIP,
 OTTAWA COUNTY, MICHIGAN
 Date : 02/12/2024
 Project No. 2220853
 PAGE 1 OF 1

CLIENT:
ZEELAND CHARTER TWP
6582 BYRON RD.
ZEELAND, MI
49464

Prein & Newhof
Engineers - Surveyors - Environmental - Laboratory
 3355 Evergreen Drive NE
 Grand Rapids, MI 49525
 www.preinnewhof.com
 t: (616) 364-8491
 f: (616) 364-6955
 info@preinnewhof.com

EASEMENT SKETCH

70-17-21-100-024

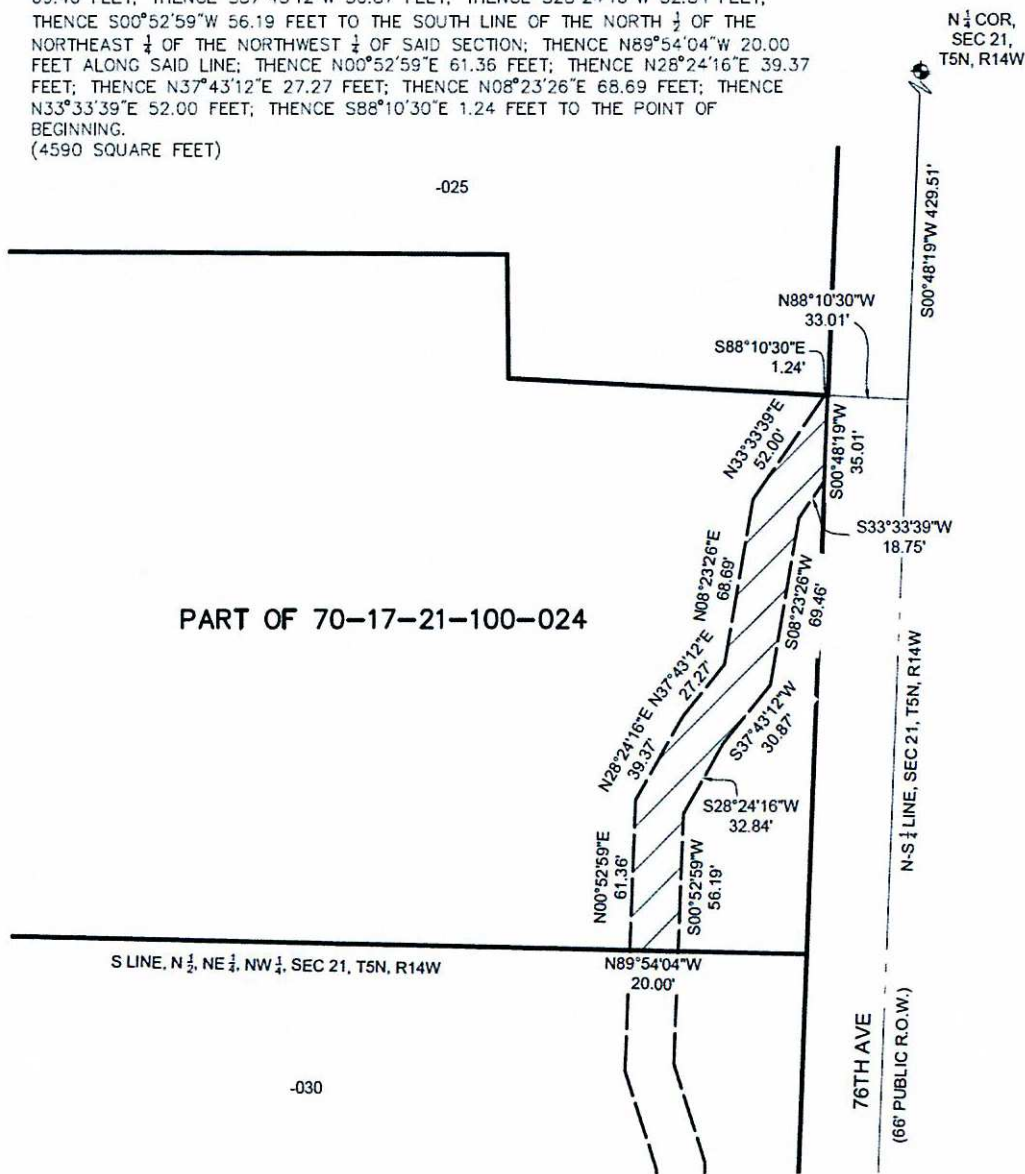
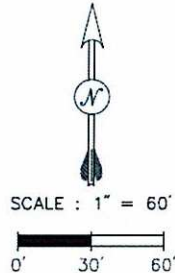
EXHIBIT "B"

SUBJECT PARCEL TAX DESCRIPTION

ALL THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, LYING EAST OF THE CENTER LINE OF THE BLACK RIVER DRAIN; EXCEPT THE NORTH 103.00 FEET THEREOF; ALSO EXCEPT COMMENCING S00°48'19"W 103.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S00°48'19"W 326.51 FEET; THENCE N88°10'30"W 165.00 FEET; THENCE N02°06'00"W 51.00 FEET; THENCE S89°06'00"W 205.50 FEET; THENCE N00°48'19"E 273.70 FEET; THENCE S89°58'14"E 373.00 FEET TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION

PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, T5N, R14W, ZEELAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS:
 COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S00°48'19"W 429.51 FEET; THENCE N88°10'30"W 33.01 FEET TO THE WESTERLY RIGHT OF WAY LINE OF 76TH AVENUE AND THE POINT OF BEGINNING; THENCE S00°48'19"W 35.01 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S33°33'39"W 18.75 FEET; THENCE S08°23'26"W 69.46 FEET; THENCE S37°43'12"W 30.87 FEET; THENCE S28°24'16"W 32.84 FEET; THENCE S00°52'59"W 56.19 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE N89°54'04"W 20.00 FEET ALONG SAID LINE; THENCE N00°52'59"E 61.36 FEET; THENCE N28°24'16"E 39.37 FEET; THENCE N37°43'12"E 27.27 FEET; THENCE N08°23'26"E 68.69 FEET; THENCE N33°33'39"E 52.00 FEET; THENCE N08°23'26"E 68.69 FEET; THENCE N33°33'39"E 52.00 FEET; THENCE S88°10'30"E 1.24 FEET TO THE POINT OF BEGINNING.
 (4590 SQUARE FEET)



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LOCATED IN : SECTION 21
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 OTTAWA COUNTY, MICHIGAN

Date : 02/12/2024 PAGE
 Project No. 2220953 1 OF 1

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