

**AGENDA
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**

Wednesday, October 23, 2019

7:00 P.M.

Cascade Branch of the Kent District Library, Wisner Center
2870 Jacksmith, S.E.

Expected Meeting Procedures

1. During public comments you may speak on any item not noted on the agenda for a public hearing.
2. Please limit comments to 3 minutes per person and the Board may or may not choose to respond.
3. Please limit your comments to a specific issue.
4. Please turn OFF cellular phones.

- Article 1. Call to Order, Roll Call**
- Article 2. Pledge of Allegiance to the Flag**
- Article 3. Approval of Agenda**
- Article 4. Presentations**
- Article 5. Public Comments-Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**
- Article 6. Approval of Consent Agenda**
- a. Receive and File Various Meeting Minutes**
1. Regular Township Board Minutes 09/25/2019.
 2. Regular Planning Commission Minutes 9/9/19.
- Article 7. Financial Actions**
- Article 8. Unfinished Business**
- Article 9. New Business**
- 076-2019 Consider Final Preliminary Plan Approval for a New Subdivision for 12 Single Family Detached Homes located on the NE Corner of Thornapple River Dr. and 60th.**
- 077-2019 Consider Approval of Purchase Agreement for 5920 Tahoe Dr.**
- Article 11. Public Comments – Any comments...whether it is on the Agenda or not. (limit comments to 3 minutes)**
- Article 12. Manager Comments**
- Article 13. Board Member Comments**
- Article 14. Adjournment**

**MINUTES OF THE
CASCADE CHARTER TOWNSHIP
REGULAR BOARD MEETING**
Wednesday, September 25, 2019
7:00 P.M.

- Article 1.** Supervisor Beahan called the meeting to order.
Present: Supervisor Beahan, Clerk Slater, Treasurer Peirce, Trustees Koessel, McDonald, Lewis and Shipley.
Absent: None
Also Present: Manager Swayze, Fire Chief Magers, Community Development Director Peterson and those listed in Supplement #1.
- Article 2.** Supervisor Beahan led the Pledge of Allegiance to the Flag.
- Article 3.** Motion was made by Trustee Lewis and supported by Trustee Shipley to approve the agenda as presented. Motion carried unanimously.
- Article 4.** **Presentations**
- Article 5.** **Public Comments-Anything on the Agenda not scheduled for a public hearing. (limit comments to 3 minutes)**
Cheryl Clift, Balsam Hill Community was present to address the Board regarding the Type II Special Use Permit for the Day Care Center. Her comments included information compiled from Michigan State Police Traffic Crash unit for the past 6 years as it pertained to accidents at the intersection of Hall St. and Cascade Rd.
- Article 6.** **Approval of Consent Agenda**
a. Receive and File Various Meeting Minutes
1. Regular Township Board Minutes 09/11/2019.
b. Receive and File Communications
1. Letter from Grand Valley Metropolitan Council – re: Clean Air Action.
2. Letters from Charter Communications – re: Upcoming Changes
3. Public Hearing – State of Michigan – Case No. U-20372
Motion was made by Trustee Koessel and supported by Trustee McDonald to approve the Consent Agenda as presented. Motion carried unanimously.
- Article 7.** **Financial Actions**
a. **Consider Approval of August, 2019 Payroll, Payables and Transfers.**
Motion was made by Trustee Shipley and supported by Trustee Koessel to approve the August, 2019 Payroll, Payables and Transfers. Motion carried unanimously.
b. **Consider Approval of August, 2019 Financial Reports.**
Motion was made by Trustee Lewis and supported by Trustee Shipley to approve the August, 2019 Financial Reports. Motion carried unanimously.
- Article 8.** **Unfinished Business (None)**

Article 9. New Business

069-2019

Consider Approval of Naming Request – Cascade Road Pathway.

Manager Swayze reviewed the request for the naming of a portion of the pathway in honor of Ryan Marsman the son of a Cascade Township Firefighter who died tragically in a bike accident. Discussion followed. Motion was made by Clerk Slater and supported by Trustee Koessel to approve the Naming Request – Cascade Road Pathway. Motion carried unanimously.

070-2019

Consider Approval of Type II Special Use Permit for Day Care Center at 5333 Cascade Road. (Southeast corner of Cascade Rd. and Hall St.

Community Development Director Peterson was present to review the request. Discussion followed. Motion was made by Trustee Koessel and supported by Trustee McDonald to approve the Type II Special Use Permit for Day Care Center at 5333 Cascade Road. (Southeast corner of Cascade Rd. and Hall St.) Motion carried.

Ayes – 5

Nays – 2 (Slater, Shipley)

071-2019

Consider Approval of a Single Family Subdivision located on the South Side of 48th St. just East of M-6.

Community Development Director Peterson was present to review the request. Motion was made by Trustee Koessel and supported by Trustee Shipley to approve a Single Family Subdivision located on the South Side of 48th St. just East of M-6. Motion carried unanimously

072-2019

Consider Approval of Contract with Aquatic Consulting Services for Gypsy Moth Population Survey.

Manager Swayze reviewed the Contract with the Board. Motion was made by Trustee Shipley and supported by Trustee Lewis to approve the Contract with Aquatic Consulting Services for Gypsy Moth Population Survey. Motion carried unanimously.

073-2019

Consider Approval of Proposal for Fire Station #1 Study.

Manager Swayze reviewed with the Board a summary of issues regarding Fire Station 1. Motion was made by Trustee Koessel and supported by Trustee Shipley to request a proposal from Progressive A&E to lead us thru the next phase of the Facilities Study at the cost of \$27, 150. Motion carried unanimously.

Article 10

Closed Session

-Pursuant to Open Meetings Act 15.268(e) - To Discuss Potential Acquisition of Commercial Property.

Motion was made by Trustee Koessel and supported by Trustee Shipley to move into closed session to discuss potential acquisition of commercial property. Motion carried unanimously. (8:02 p.m.)

Motion was made by Treasurer Peirce and supported by Trustee McDonald to reconvene into regular session. Motion carried unanimously. (8:47 p.m.)

**Article 11. Public Comments – Any comments...whether it is on the Agenda or not.
(limit comments to 3 minutes)**

Article 12. Manager Comments

Article 13. Board Member Comments

Treasurer Peirce offered the following comments:

- Tax Collections – Have collected a little less than 2 million dollars more than we did last year.

Trustee McDonald offered the following comments:

- Addressed his reasoning for his vote on the Day Care Center.

Article 14. Adjournment

Motion was made by Treasurer Peirce and supported by Trustee Shipley to adjourn. Motion carried unanimously.

Meeting adjourned at 8:51 p.m.

Respectfully submitted,

Denise M. Biegalle
Deputy Clerk

Approved by:

Susan B. Slater, Clerk

Robert S. Beahan, Supervisor

MINUTES

Cascade Charter Township
Planning Commission
Monday, September 9, 2019
7:00 P.M.

ARTICLE 1. Chairman Sperla called the meeting to order at 7:00 P.M.
Members Present: Johnson, Katsma, Krieter, Lewis, Noordyke, Pennington, Rissi, Moxley and Sperla
Members Absent: None
Others Present: Community Development Director, Steve Peterson and those listed on the sign in sheet.

ARTICLE 2. Pledge of Allegiance.

ARTICLE 3. Approve the current Agenda.

Chairman Sperla stated that Article 9 on the Agenda will be moved in front on the current Article 6.

There was no motion made to approve the Agenda.

ARTICLE 4. Approve the Minutes of the August 19, 2019 meeting.

Motion was made by Member Johnson to approve the revised minutes of August 19, 2019. Supported by Member Pennington. Motion carried 9 to 0.

ARTICLE 5. Acknowledge visitors and those wishing to speak to non-agenda items.

No visitors came forward.

Chairman Sperla commented again that he was moving to Article 9 before Article 6.

**ARTICLE 9. Case #19-3542 Watermark Property LLC
Property Address: 1611 Galbraith Ave SE**

Requested Action: Consider PUD ordinance amendment and recommend to the Township Board.

Director Peterson stated that this draft PUD ordinance has been written and given to the Applicant, who has had time to review it and does agree with the language. Director Peterson stated that at this point, the Planning Commission can make a recommendation to the Board for the ordinance and revised site plan. The Board will hold an additional Public Hearing to consider the recommendation. Chairman Sperla stated that he has reviewed the ordinance and believes it to be appropriate in its current language.

Chairman Sperla asked Members if there were any questions; there were none.

Motion was made by Member Krieter to recommend approval of the PUD ordinance and revised plan as presented. Supported by Member Lewis. Motion carried 9 to 0.

ARTICLE 6. Case #19-3546 Jerry Swift

Public Hearing

Property Address: 8730 52nd St

Requested Action: The Applicant is requesting a special use permit to construct an accessory building over 832 sq ft.

Director Peterson stated that the building is 28x48, and the property is about 2 ½ acres on the south side of 52nd St. The property did previously have a second accessory building, but that building was destroyed by a fire. The proposed building will be a little bigger, and in a different location. The building will be 17 feet measured to the midpoint; that requires a minimum 40-foot setback. Director Peterson stated that the Applicant is quite a distance away from the rear property line, 42 feet away from the east property line, and 10 feet away from the house. Director Peterson stated that these measurements do meet Township standards. This will be the only accessory building they are allowed to have, and will be primarily used to store a motorhome. Director Peterson stated that the Applicant does plan to build this building with metal siding and metal roofing, which is normal for this area of the Township.

Director Peterson is recommending approval of this project subject to the normal conditions that it cannot be used for living space, to run a business out of, and that all lighting meet Township requirements.

Chairman Sperla invited the Applicant to come forward with any comment.

The Applicant did not come forward.

Motion was made by Member Rissi to open public hearing. Supported by Member Krieter. Motion carried 9 to 0.

No members of the public came forward to speak to this issue.

Motion was made by Member Rissi to close public hearing. Supported by Member Krieter. Motion carried 9 to 0.

Motion was made by Member Rissi to approve the accessory building special use permit under the conditions that it cannot be used for living space, to run a business out of, and that all lighting meet Township requirements. Supported by Member Johnson. Motion carried 9 to 0.

**ARTICLE 7. Case #19-3534 Cascade TLC
From the Public Hearing table of July 15, 2019
Property Address: 5333 Cascade Rd SE
Requested Action: Type II Special Use Permit for Daycare Center**

Director Peterson stated that this case was previously tabled to allow the Applicant time to address items requested by the Planning Commission. Director Peterson stated that the stormwater system underground detention area is now proposed to be located under the parking lot, instead of the playground area as before.

Director Peterson stated that all plans now show the same potential number of children that will be at the facility, with a maximum capacity of 141. The number of possible children at the facility determines the size of the playground area, Director Peterson states that now meets Township requirements. The Applicants photometric/lighting plan has also been revised to now meet township requirements of no more than 5-foot candles for the lights. Director Peterson stated that the Applicant has also provided a revision to their traffic study (with comment from the Road Commission), as the timing of the study was called into question at the previous hearing. The outcome of the new study is the same from their traffic consultant, that the intersection be monitored for evaluation of the timing of the lights. The road Commission has also reviewed this study, and agrees with the conclusions.

Director Peterson stated a reminder that the public hearing is closed, and it will be up to Chairman Sperla to take public comment or choose not to. The Planning Commission needs to make a recommendation to the Township Board, they will make a final decision on the matter. Director Peterson stated that the Township Board will not hold a public hearing.

Director Peterson stated that the Applicant has addressed the things Staff asked for, and if a positive recommendation is made tonight to the Township Board, Staff has provided conditions that would be appropriate. Those conditions are:

1. A landscape bond
2. Executing the stormwater agreement
3. The approval from Ada Township for servicing public sewer

Chairman Sperla invited the Applicant to come forward with any comment.

The Applicant did not have any comment.

Chairman Sperla invited comment or questions from Members. Member Rissi stated that he is still "luke warm" with the traffic aspect, Chairman Sperla replied that he thinks it is a legitimate concern to have, but that it has been investigated by experts and has come back adequate for this project.

A member of the public interrupted to make comment about the traffic study, Chairman Sperla did not allow the comment to be continued.

Member Rissi asked Director Peterson if he had any comment or concern about the traffic study, Director Peterson stated that he did not receive any concern from the Road Commission after reviewing the study. The Road Commission comments are included in Members' packets.

Motion was made by Member Pennington to forward a positive recommendation to the Township Board, with the conditions stated below. Supported by Member Lewis. Motion carried 8 to 1.

- 1. A landscape bond be secured**
- 2. The stormwater agreement is executed**
- 3. Provide the approval from Ada Township for servicing public sewer**

ARTICE 8. Case #18-3507 Buffum Builders/Thornapple Pointe

Property Address: 7280 48th St. SE

Requested Action: Approval of final preliminary plan for a new single-family subdivision for 19 homes.

Director Peterson stated this is the final preliminary approval since the Applicant has gotten all of their other approvals in order. Based on the Planning Commission recommendation, this will go to the Township Board for their consideration. Director Peterson stated that this property is almost across from Thornapple Pointe Golf Course, and that there is a cutout for a property split that is not part of the subdivision, but a part of the original parcel. This project will be 19 new homes on a dead-end street, which the Township does allow on a new private street. Director Peterson states that everything in the packet has been seen by the Planning Commission before, the only addition now is the approval documentation from other agencies. Director Peterson stated there is a report from the Health Department with a concern for having both well and septic, something that will need to be disclosed in the subdivision documents going forward.

Director Peterson reminded Members this project would be referred to as a 25% open space development, the open will space will "wrap around" the subdivision. This allows for lots of about 40,000 sq ft; the plan states lots will be 40,000-65,000 sq ft.

Director Peterson states the Applicant has provided all of the required documentation, and suggests a positive recommendation to the Township Board for their final preliminary plan approval.

Member Rissi asked Director Peterson if he believes the cul-de-sac needs to be closer to the east line of the property where a future connection to new development may be. Director Peterson stated that he does not believe it to be an issue, and stated there is an easement in place if the property to the east were to develop. The easement would allow the streets to connect.

Chairman Sperla invited to Applicant to come forward with any comment.

Mr. Randy Feenstra came forward to state that it was important to the Applicant to maintain the easement for the possible connection of streets if any future developer wants that option. Mr. Feenstra states the parcel up front may be included in the open space of the subdivision as it did not pass the perc test by the Health Department. Mr. Feenstra stated that some sites will need to show where the house is, where the septic is, and then get final approval from the Health Department. The site plans that Mr. Feenstra provided do show the well, drain field, and flow, along with adequate separation.

Motion was made by Member Johnson to approve the final preliminary plan as presented. Supported by Member Rissi. Motion carried 9 to 0.

ARTICLE 10. Any other business

ARTICLE 11. Adjournment

Motion was made by Member Krieter to adjourn. Supported by Member Lewis. Motion carried 9 to 0. The meeting was adjourned at 7:25 p.m.

Respectfully submitted,
Phil Johnson, Secretary

STAFF REPORT

TO: Cascade Charter Township Board
FROM: Steve Peterson, Community Development Director
REPORT DATE: October 16, 2019
MEETING DATE: October 23, 2019
CASE: #19-3519/ Golden Valley

GENERAL INFORMATION

- A. Applicant: Don Kamphuis
6115 28th St
Grand Rapids MI 49546
Telephone: 291-4070
Email: dank@kpc4.com
- B. Status of Applicant: Owner
- C. General Location: The property is located on the north east corner of Thornapple River Dr and 60th.
- D. Requested Action: develop phase 1 for 12 detached single-family site condominium project.
- E. Existing Zoning on Subject Parcels: R1
- F. Zoning on Adjoining Parcels: R1/ARC
- G. Parcel Size: Approximately 72 acres
- H. Existing Land Use on Subject Parcel: Vacant
- I. Adjacent Area Land Uses: Residential

STAFF ANALYSIS

1. The applicant is requesting Final Preliminary Plan approval. The development would allow for a new subdivision for 12 single family detached homes.

2. The property is zoned R1, and is Master Planned as Suburban Residential.
3. This plan was last reviewed by the Township Board at the July 24, 2019 meeting. At the meeting the Board awarded tentative preliminary approval with the following conditions:
 - a. Submit the required information for Final Preliminary Plat approval.
 - b. Copy of the proposed deed restrictions, including the airport recognition statement and sewer and water SAD agreement.
 - c. Block grading plan for storm water runoff from home sites.
 - d. Provide details for the pathway construction
4. The developer has now addressed these items.
5. Originally the plan was for a total of 27 lots. The developer has decided to only pursue phase 1 of the project based on the review from the KCHD. Phase 2 will be reviewed at a later date as a project on its own.
6. The applicant has drawn a plan showing how the property developed with 12 lots using no open space. This method requires a minimum of 80,000 sq ft per lot. The lots range in size from just over 80,000 sq ft to just over 200,000 sq ft.
7. The development will be served by wells and septic. The KCHD has only approved phase 1 at this time. The project is inside the utility service boundary but is miles away from any existing sewer/water lines.
8. They have indicated they would be using community drainfield. This may allow for the conversion to public sewer if and when it becomes available.
9. The applicant is attempting to do this subdivision "by-right" and therefore does not need to rezone the property.
10. The development will be utilizing new private streets. The township engineer has approved the private street plans. The KCRC has issued permit for the location of the new roads.
11. There are no projects in the Capital Improvement Plan that would be activated as a result of this project.

12. Township engineer has approved the plans. They will have to enter into an agreement for maintenance of the storm water system.
13. The Planning Commission reviewed the Final Preliminary Plan at the October 7, 2019 meeting and is recommending approval with the condition that the pathway connector between phase 1 and 2 be built before the first home in phase 2 is occupied and that it be marked by bollards. The applicant has agreed to both of these items.

STAFF RECOMMENDATION

Staff believes Phase 1 meets the requirements for Final preliminary approval of our subdivision ordinance is consistent with the Master Plan. Staff Recommends approval of the plan with the following conditions:

1. Provide the pedestrian connection before the first home in phase 2 is occupied and to mark the path with bollards as proposed by the applicant.

Attachments: Site Plan
 Attachments from the applicant
 Example of bollards to be used



September 30, 2019

Mr. Steve Peterson
Cascade Township
2865 Thornhills Drive, SE
Grand Rapids, MI 49546

Re: Golden Valley Estates
Site Condominium

Dear Steve,

As a result of ongoing Kent County Health Department coordination and their preliminary approval of only Phase 1 of the Golden Valley Estates Site Condominium, I would like to formally request that the application for approval of Phases 1 and 2 be amended to seek Phase 1 approval at this time. It is understood that the project will have to be brought before the township again in the future for Phase 2 approval.

Based on having submitted the necessary documents earlier today, it is assumed that this project will be placed on the October 7 Planning Commission agenda per previous communication. If you could confirm this, that would be appreciated.

Let me know if you have any questions or need additional information.

Sincerely,



Jeff Van Laar, P.E.

cc: Dan Kamphuis, Golden Valley Development Co.

October 1, 2019
Project No. 170168

Mr. Steve Peterson
Cascade Charter Township
2865 Thornhills Avenue, SE
Grand Rapids, MI 49546-7192

Re: Golden Valley Estates, Phase 1
Site Plan Review

Dear Steve:

We have reviewed the site plan for Golden Valley Estates, prepared by Exxel Engineering, Inc. The development is located at the northeast corner of the intersection between 60th Street and Thornapple River Drive, parcel address 5800 Thornapple River Drive. The current site plan and basis of this review are dated September 30, 2019. The proposed project is a 27-lot site condominium development with private streets. This site plan review is for Phase 1 of the development only, Lots 1 – 12. Phase 1 includes the construction of private streets Golden View Drive and Golden Valley Court. The site is in the Thornapple River watershed, sub-drainage district GRFIA Southeast

Stormwater and Drainage

Flood Control

The Cascade Charter Township Storm Water Ordinance (SWO), Section 1.04, states the ordinance shall apply to all development that requires any permit for work which will alter the stormwater drainage characteristics of the development site. The site is primarily located in Stormwater Management Zone A, which requires retention of the 100-year storm event and infiltration to the greatest extent possible. Where soil conditions or other factors do not allow for adequate infiltration, the SWO requires detention of the 25-year storm event with a controlled release and a direct connection for stormwater runoff for the 100-year storm event, or detention of the 100-year storm event. The SWO also requires the first 0.5-inch of stormwater runoff be detained and released over a 24-hour period (Water Quality Control) and the 2-year storm event release rate be limited to 0.05 cfs/acre (Bank Erosion Control).

The proposed stormwater management design is to collect stormwater runoff from the site in two detention ponds. Both detention ponds will be constructed in Phase 1 of the development. The applicant provided a figure showing the extent of Phase 1 construction, including the detention ponds and onsite storm sewer infrastructure.

The applicant provided two soil borings and two infiltration tests at each detention pond to determine the suitability of existing soils for stormwater infiltration. The soil borings generally encountered natural sands containing variable amounts of fines such as silt and/or clay to the explored depth of 20 feet. Groundwater was encountered during and upon completion of the borings at depths of 5 to 15 feet below the existing ground surface. The groundwater elevation is at or near the bottom of the proposed detention ponds. The bottom of stormwater infiltration systems should be a minimum 4 feet above the highest known groundwater elevation.

Three of the four infiltration tests resulted in an infiltration rate of 0 inches/hour. The fourth infiltration test result was 18 inches/hour. Variations in soil and groundwater conditions can result in different infiltration rates. Strata of silt, silty sand, clayey sand, and clay were encountered in borings performed at the site. These soils are generally not suitable for stormwater infiltration design.

Based on the soil boring findings and infiltration test results, the applicant has determined stormwater infiltration is not feasible. The applicant is proposing two detention basins with outlet control structures and a restricted release. The detention basins are designed for the 25-year storm event and a restricted release rate of 0.13 cfs/acre. The detention basins will discharge to an existing creek on the north and east side of the development.



The proposed stormwater management design for Phase 1 of construction is in accordance with the SWO.

Water Quality Control and Bank Erosion Control

The SWO requires the first 0.5 inch of stormwater runoff be detained and infiltrated where conditions permit, or released over a 24-hour period, and the 2-year storm event release rate be limited to 0.05 cfs/acre. The proposed stormwater detention basins are designed with an outlet control structure to restrict flows based on the above criteria. The applicant provided stormwater calculations for design of the outlet control structures. The proposed design is in accordance with the SWO.

Stormwater Runoff

The applicant provided stormwater calculations to size the detention basins and onsite storm sewer system. All stormwater runoff from the new private streets and developed portion of the site will drain to the detention basins. Therefore, the site will not see an increase in rate of stormwater leaving the site.

Drainage Plan

The applicant has submitted drawings, calculations and additional documentation as required in the SWO Section 2.03, Drainage Plan. Please refer to the attached checklist for items and comments on each item. Please note a maintenance agreement is required before construction begins. The agreement should be submitted to the Township for review. The maintenance agreement and plan should include at a minimum maintenance of the detention basins and cleaning of catch basin sumps.

Private Street Requirements

The proposed development has three private streets, two of which are included in Phase 1 construction; Golden View Drive and Golden View Court. Golden Hollow Drive is part of Phase 2 construction. FTCH reviewed the proposed private streets in accordance with the Township Ordinance for private streets, including right-of-way width, road and travel lane width, road grade, pavement cross section including aggregate base and subbase design, stormwater drainage, etc. The Phase 1 private streets, Golden View Drive and Golden View Court, were found to meet the requirements outlined in the Township Ordinance for private streets. The Kent County Road Commission (KCRC) will permit the new private drive approaches. The Golden View Drive approach on Thornapple River Drive is included in Phase 1 construction. The Golden Hollow Drive approach on 60th Street is in Phase 2 construction. The applicant provided correspondence with the KCRC that they agree with the driveway locations as shown.

The Township Ordinance requires private streets to not exceed a maximum grade of 6 percent. The site plan shows Golden Hollow Drive (Phase 2) has a seven percent grade as it enters the site off 60th Street. The Planning Commission, upon recommendation of the Township Engineer, may allow a maximum grade of up to 8 percent if it is reasonably determined that certain safety and accessibility requirements are met. This will be reviewed when Phase 2 of the development is submitted for site plan review.

Utilities

A community wastewater dispersal system is proposed for the development. The wastewater system will include a 3-inch sanitary sewer force main and community drain field. Permits from the Kent County Health Department (KCHD) and Michigan Department of Environment, Great Lakes, and Energy (EGLE) will be required for the community wastewater dispersal system prior to construction. The residential lots will have onsite water wells.

Mr. Steve Peterson
Page 3
October 1, 2019



Soil Erosion and Sedimentation Control

Soil Erosion and Sedimentation Control (SESC) measures are provided on the plan drawings. The applicant has included silt fence along the limits of disturbance and inlet protection at catch basins. SESC falls under the review and approval of the Kent County Road Commission and a permit is required before construction can begin. The SESC measures indicated on the drawings appear appropriate given the expected work.

Summary

The proposed stormwater management design for Phase 1 of the development meets the Township SWO requirements for new developments. The applicant will need to apply for and obtain several permits (SESC, KCHD, EGLE and KCRC) prior to construction. We recommend approval of the site plan from an engineering standpoint. If you have any questions or require additional information, please contact me at 616.464.3786 or nrtorrey@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, appearing to read "Nathan R. Torrey", is positioned above the printed name.

Nathan R. Torrey, PE

jlk

Attachment

By email

cc: Michael L. Berrevoets, PE – FTCH



Cascade Charter Township

Storm Water Ordinance, Ordinance 7 of 2002, as amended by Ordinance No. 2 of 2008, 5/14/2008

Reviewing Engineer Comments are Italicized

OK – Received and Acceptable

NA – Not Applicable

NR – Not Received, Needs Follow-up, See Comments

Golden Valley Estates, Phase 1

Drainage Plan Checklist

- OK (1) Location of the development site and water bodies that will receive storm water runoff
All stormwater runoff from the site is collected in two onsite detention basins. The detention basins discharge to an existing creek on the north and east side of the development. Both detention basins are included in Phase 1 construction.
- OK (2) Existing and proposed topography of the development site, including the alignment and boundary of the natural drainage courses, with contours having a maximum interval of one foot (using USGS datum). The information shall be superimposed on the pertinent Kent County soil map
Existing and proposed contours have been provided.
- OK (3) Development tributary area to each point of discharge from the development
Stormwater calculations and tributary areas were provided by the applicant.
- OK (4) Calculations for the final peak discharge rates
The applicant provided calculations for design of the onsite storm sewer system, detention basins and outlet control structures.
- OK (5) Calculations for any facility or structure size and configuration
Stormwater runoff calculations were provided by the applicant.
- OK (6) Drawing showing all proposed storm water runoff facilities with existing and final grades
The applicant provided a utility plan showing all proposed stormwater runoff facilities.
- OK (7) The sizes and locations of upstream and downstream culverts serving the major drainage routes flowing into and out of the development site. Any significant off-site and on-site drainage outlet restrictions other than culverts should be noted on the drainage map
Offsite drainage areas were not indicated by the applicant.
- OK (8) An implementation plan for construction and inspection of all storm water runoff facilities necessary to the overall drainage plan, including a schedule of the estimated dates of completing construction of the storm water runoff facilities shown on the plan and an identification of the proposed inspection procedures to ensure that the storm water runoff facilities are constructed in accordance with the approved drainage plan
A construction schedule was included on the plans.



- OK (9) Plan to ensure the effective control of construction site storm water runoff and sediment track-out onto roadways
The SESC measures shown on the plan appear appropriate given the expected work. SESC falls under the review and approval of the KCRC and a permit is needed before construction can begin.
- OK (10) Drawings, profiles, and specifications for the construction of the storm water runoff facilities reasonably necessary to ensure that storm water runoff will be drained, stored, or otherwise controlled in accordance with this ordinance
The applicant provided calculations and design details for construction of the onsite storm sewer system and detention basins.
- NR (11) Maintenance agreement, in form and substance acceptable to the Township, for ensuring maintenance of any privately owned storm water runoff facilities. The maintenance agreement shall include the developer's written commitment to provide routine, emergency, and long-term maintenance of the facilities and, in the event that the facilities are not maintained in accordance with the approved drainage plan, the agreement shall authorize the Township to maintain any on-site storm water runoff facility as reasonably necessary, at the developer's expense
Maintenance agreement was not provided and is required.
- OK (12) Name of the engineering firm and the registered professional engineer that designed the drainage plan and that will inspect final construction of the storm water runoff facilities
- NA (13) All design information must be compatible for conversion to Grand Valley Regional Geographic Information System (REGIS)
This is a privately owned system and will not be uploaded to REGIS.
- OK (14) Other information necessary for the Township to verify that the drainage plan complies with the Township's design and performance standards for drains and storm water management systems

KENT COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH

700 Fuller Avenue N.E.

Grand Rapids, Michigan 49503-1918

Phone: 616-632-6900

Fax: 616-632-6892

Email: KCEHmail@kentcountymi.gov

Website: www.accesskent.com



Adam London, RS, MPA
Administrative Health Officer

September 27, 2019

Daniel Kamphuis
6115 28th St. SE, Suite 201
Grand Rapids, MI

**RE: Proposed Golden Valley Site Condominium, Single Family Residential, Units 1-27
Onsite Wastewater and Water Supply Systems
Cascade Charter Township, Kent County, Michigan**

Dear Mr. Kamphuis:

This Department has completed a preliminary review of a proposed 27 unit single family residential condominium project located at 5800 Thornapple River Dr SE. The plans show individual water wells for each unit and a community wastewater collection and dispersal system.

Due to known groundwater quality and quantity issues in this vicinity, this Department has requested test wells to be completed on each unit prior to the sale or transfer of title. To date, many of the test wells have been completed demonstrating groundwater availability in Phase I of the condominium. However, test well data is not sufficient for this Department to approve Phase II of the Development at this time. High levels of hardness, sulfates, iron, and chlorides will require a water quality advisory to be attached to the Condominium Master Deed.

Arsenic has been detected in some test wells that exceed the maximum level of 10 parts per billion (ppb) established by the United States Environmental Protection Agency (EPA). The Michigan Department of Environment, Great Lakes, and Energy (EGLE) have yet to adopt the new standard and it remains at 50 ppb. To date, no test well has had an arsenic level exceeding 50 ppb and this Department does not have any reason to believe that any well would exceed this level. An advisory to test for arsenic and install an appropriate treatment system will be included in the Condominium Master Deed.

During a phone conversation earlier this month, you have indicated that you may be constructing a community water supply system to serve a portion of the condominium. A more detailed proposal would be required to determine the feasibility of a shared water supply system. The classification of the water supply will depend on the number of service connections and the population being served. Classification will be determined by EGLE, Drinking Water and Environmental Health Division.

The proposal for the community wastewater system describes individual septic tanks discharging to a shared sewer forcemain. This type of system is commonly referred to as a Septic Tank Effluent Pumping (STEP) collection system. This Department approves of this type of collection and transport system as it largely retains solids, fats, oils, and grease in the septic tank and only allows the clear effluent into the sewer. The benefit is lower strength wastewater going into the common drain bed area. As opposed to gravity sewers with lift stations where suspended solids and dissolved organics are ineffectively removed in a common settling tank. Please note that the construction of this collection system will require a Part 41 Sewer Permit from EGLE.

Continued...

Golden Valley Condominium Units 1-27

The proposal establishes a design wastewater flow of 8,100 gallons per day (gpd). The rationale has been supported with flow studies from other similar communities showing average daily flows between 150 and 250 gpd per housing unit. This Department has reviewed other similar communities and believes that the average "peak" flows may be higher. In response, your design consultant has proposed a daily peak flow of 300 gpd. As this daily peak flow is between 6,000 and 10,000 gpd, a Part 22 Groundwater Discharge Permit will be needed from EGLE.

The community effluent dispersal proposal consists of two drain bed areas divided into multiple zones. Distribution of effluent is under pressure through a central dosing chamber. Test pits in the proposed area have found well drained and permeable medium to coarse sandy soils. However, there is some concern regarding a perched shallow water tables or lenses of loamy soil that may result in slower infiltration rates. Your consultant has proposed cutting through any limiting layers and replacing with clean coarse sand fill. The Michigan Criteria for Subsurface Sewage Disposal allows effluent loading in drain bed configurations as high as 0.75 gallons per day per square foot (gpd/ft²) for medium to coarse sandy soils. The proposal shows a drain bed loading rate of 0.75 gpd/ft²) into a 10,830 square foot drain bed area. The presence of loamy sand lenses may require decreasing the loading rate to 0.5 gpd/ft²) to satisfy the State Criteria for effluent loading rates.

Plans submitted to date, detail extensive cutting and filling in the proposed initial and replacement drain bed areas. This site has a significant slope on the south end of the proposed replacement drain bed area. Due to the extensive grade balancing and existing slopes in this area, this Department has requested a detailed grading plan and a limited hydraulic analysis to study the effects of groundwater mounding under the effluent dispersal areas. The results of the analysis and the grading plans were submitted to our office on September 26, 2019. We have asked assistance from the EGLE Onsite Wastewater Division to review and interpret the results of the study. EGLE staff have requested additional time to review.

While the plans submitted to date, appear to meet minimum standards of the Michigan Criteria for Subsurface Sewage Disposal and the Kent County Sewage Disposal Regulations, we are expressing our concerns about the design of the replacement area. Current regulations have not kept up with best practices in the onsite wastewater dispersal industry. Today's understanding of subsurface effluent transport includes much more design consideration to lateral dispersal rather than vertical infiltration rates. Effluent dispersal as some point will move laterally through the soil. This is more prevalent in sites with limiting soil layers or shallow groundwater below the drain bed. The proposal to construct the drain beds at the base of a slope and orienting the distribution zones perpendicular to the assumed lateral flow direction could cause ponding of effluent below the drain beds. We are asking for a design that exceed minimum standards to overcome the potential for groundwater mounding and to reduce influence of stormwater runoff from upland areas.

The permit to construct the drain bed for the community wastewater system would be issued by the Kent County Health Department. Prior to obtaining this permit, this Department will request additional information. This information will likely include details on slope stabilization, dosing, surge capacity, construction schedules, techniques, etc. The concerns regarding the location of the proposed initial and replacement areas at the base of the slope and perpendicular to flow direction will need to be addressed. We would like to caution you that a condition of the permit may require secondary effluent treatment prior to soil dispersal. Use of a secondary treatment system would require review and approval by EGLE as a variance to the Michigan Criteria of Subsurface Sewage Disposal. Secondary treatment systems require additional installation and operational cost.

Continued...

Golden Valley Condominium Units 1-27

In summary, this Department can offer a preliminary approval of the proposed Golden Valley Condominium Phase I. Phase II will require additional test well data or a community water supply system. Construction of the community drain bed will require a permit from the Kent County Health Department. Additional details, especially of the replacement drain bed proposal, will be needed to obtain said permit. Revisions to the drain bed layout and distribution piping plan will be required to meet the Michigan Criteria for Subsurface Sewage Disposal. The replacement system and future development of Phase II may require use of secondary effluent treatment and approval from EGLE through a variance process. EGLE has not completed a review or offered an approval of the proposal to date. Prior to obtaining a construction permit for the sewer collection system, you will need to obtain a Part 41 Sewer Permit. Operation of the community wastewater system will require a Part 22 Groundwater Discharge Permit.

Please feel free to call me at 616-204-2375 or email at jason.buck@kentcountymi.gov with any questions.

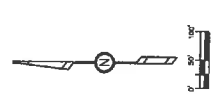
Sincerely,



Jason Buck, REHS
Sanitarian Specialist

cc: Don De Groot, Exxel Engineering (email)
Steve Peterson, Cascade Township (email)
Regina Young, Michigan Department of Environment, Great Lakes, and Energy (email)

- SHEET INDEX :**
1. COVER SHEET
 2. GOLDEN VIEW DR.
 3. GOLDEN VIEW CT.
 4. GOLDEN HOLLOW DR.
 5. SANITARY FOREMAIN
 6. GRADING AND SOIL EROSION
 7. GRADING AND SOIL EROSION
 8. GRADING AND SOIL EROSION



GENERAL NOTES:

1. ALL VARIOUS (VD) SHALL HAVE 2" DEEP BUMPS AND USE E.L. FROM GRADE.
2. ALL 4" DIA. VARIOUS (VD) SHALL HAVE 2" DEEP BUMPS AND USE E.L. FROM GRADE.
3. ALL DRAINAGE CATCH BASINS SHALL NOT HAVE BUMPS UNLESS OTHERWISE NOTED.

CAUTION BARS:

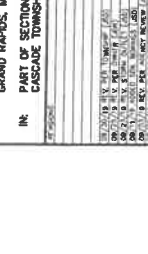
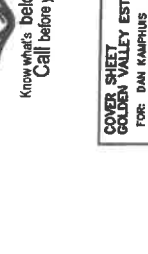
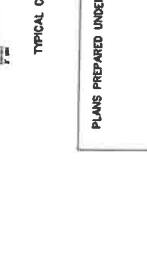
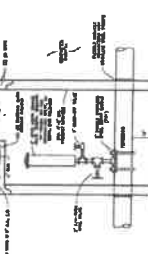
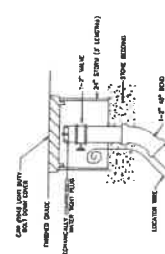
1. ALL 4" DIA. CATCH BASINS (CB) WITHIN 2' OF CURB SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
2. ALL 4" DIA. CATCH BASINS (CB) WITHIN 2' OF CURB SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
3. ALL 4" DIA. CATCH BASINS (CB) WITHIN 2' OF CURB SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
4. ALL 4" DIA. CATCH BASINS (CB) WITHIN 2' OF CURB SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
5. ALL 4" DIA. CATCH BASINS (CB) WITHIN 2' OF CURB SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.

MATERIALS:

1. FORTING DOWN LEAD SHALL BE PVC SCH. 40
2. ALL 4" DIA. CATCH BASINS (CB) SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
3. ALL 4" DIA. CATCH BASINS (CB) SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
4. ALL 4" DIA. CATCH BASINS (CB) SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
5. ALL 4" DIA. CATCH BASINS (CB) SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.

INSTALLATION:

1. ALL 4" DIA. CATCH BASINS (CB) SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
2. ALL 4" DIA. CATCH BASINS (CB) SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.
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5. ALL 4" DIA. CATCH BASINS (CB) SHALL BE CONSTRUCTED WITH TYPE 1.5 GALV. GALV. COATED BARS.



PLANS PREPARED UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER, REG. NO. 54829



KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.



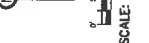
LOCATION MAP



COVER SHEET GOLDEN VALLEY ESTATES

FOR: DAN KNAPPAUS GRAND RAPIDS, MI AREA

IN: PART OF SECTION 33 & 34, T24N, R10W, CASCADE TOWNSHIP, NEPT COUNTY, MICHIGAN



APPROVED BY:

DATE:

PROJECT NO.:

DATE:

DATE:

DATE:

DATE:

DATE:

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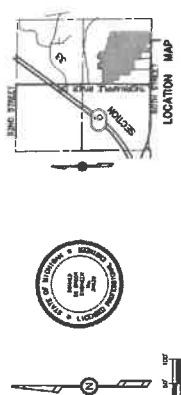
DATE:

DATE:

PROPOSED SITE CONDOMINIUM - PHASE 1
GOLDEN VALLEY ESTATES - NE BOTH STREET AND THORNTON RIVER DR.
 FOR DAN HAMPHREY (AS OFC 201)
 6750 DAN HAMPHREY DRIVE, ROCKVILLE, MD 20850

BY: **excel engineering, inc.**
 11111 WOODBURN ROAD, SUITE 100, WOODBURN, VA 22195
 TEL: 703-948-8888 FAX: 703-948-8889
 WWW.EXCEL-ENGINEERING.COM

PROJECT NO. 20110001
 SHEET NO. 1 OF 12



SCALE: 1" = 100'
 7' CONTOUR INTERVAL

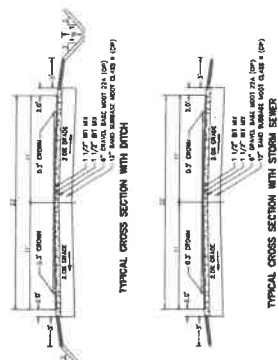
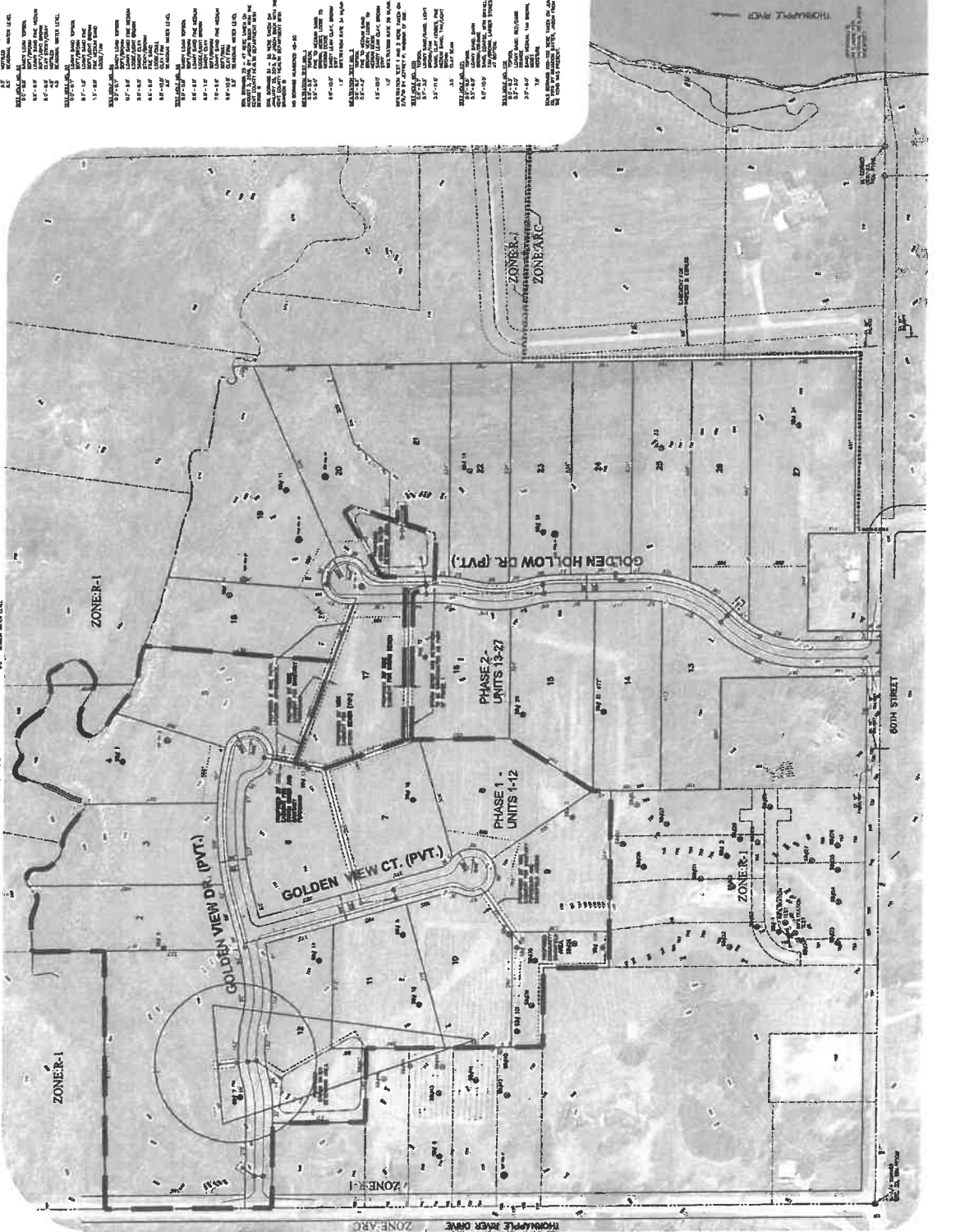
- PROPOSED IMPROVED BARRIER RETENTION
- PROPOSED IMPROVED STORM SEWER
- EXISTING LOT CENTER
- EXISTING LOT CENTER (ADJACENT)

GENERAL NOTES:

1. All dimensions are based on the centerline of the proposed road and are subject to change without notice.
2. All dimensions are based on the centerline of the proposed road and are subject to change without notice.
3. All dimensions are based on the centerline of the proposed road and are subject to change without notice.
4. All dimensions are based on the centerline of the proposed road and are subject to change without notice.
5. All dimensions are based on the centerline of the proposed road and are subject to change without notice.
6. All dimensions are based on the centerline of the proposed road and are subject to change without notice.
7. All dimensions are based on the centerline of the proposed road and are subject to change without notice.

Unit	Square Feet
1	210945
2	80694
3	80723
4	108931
5	98319
6	82008
7	81305
8	80300
9	80255
10	80022
11	80131
12	88978

Lot No.	Area (sq ft)	Notes
1	210945	Phase 1 Unit 1
2	80694	Phase 1 Unit 2
3	80723	Phase 1 Unit 3
4	108931	Phase 1 Unit 4
5	98319	Phase 1 Unit 5
6	82008	Phase 1 Unit 6
7	81305	Phase 1 Unit 7
8	80300	Phase 1 Unit 8
9	80255	Phase 1 Unit 9
10	80022	Phase 1 Unit 10
11	80131	Phase 1 Unit 11
12	88978	Phase 1 Unit 12



THORNTON RIVER DRIVE

BOTH STREET

GOLDEN VIEW CT. (PVT.)

GOLDEN HOLLOW DR. (PVT.)

ZONE R-1

ZONE R-2

PHASE 1 - UNITS 1-12

PHASE 2 - UNITS 13-27

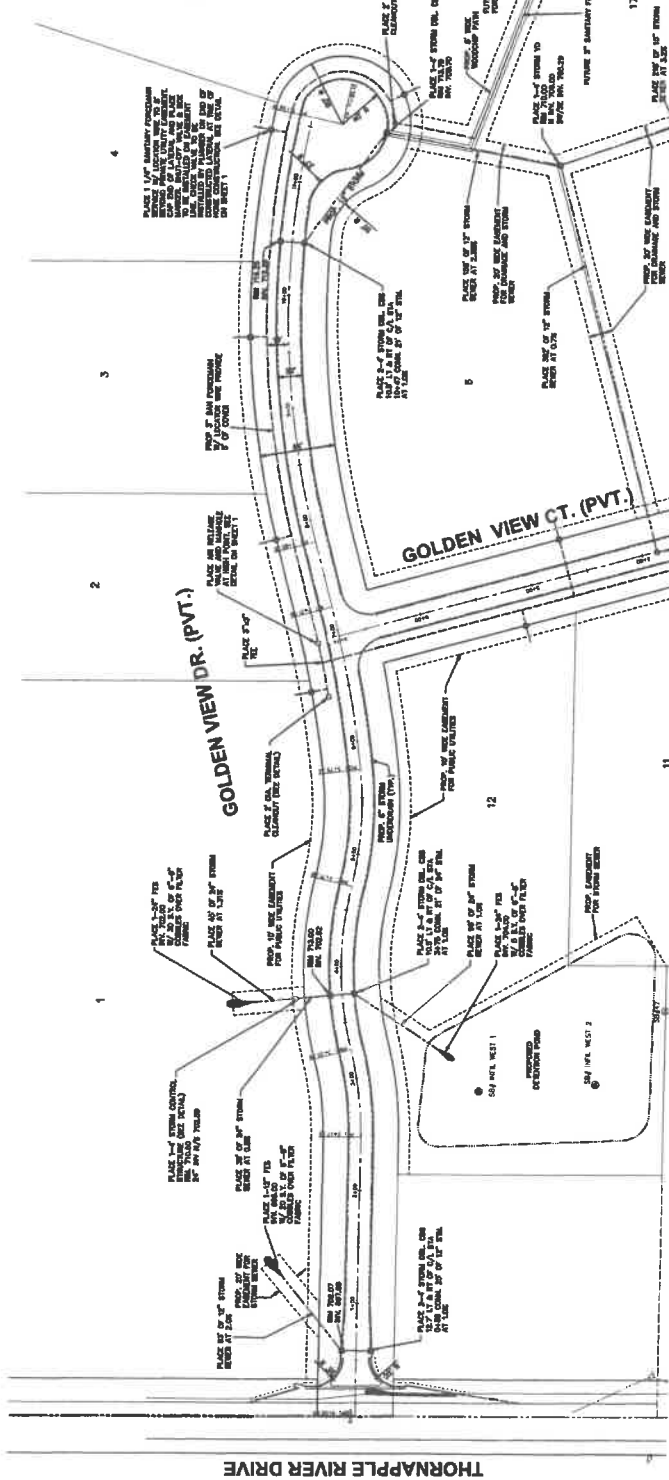
**GOLDEN VIEW DRIVE (PVT.)
GOLDEN VALLEY ESTATES**

FOR: DAN KAMPHUIS
6115 28TH STREET SE (STE. 201)
GRAND RAPIDS, MI 49546

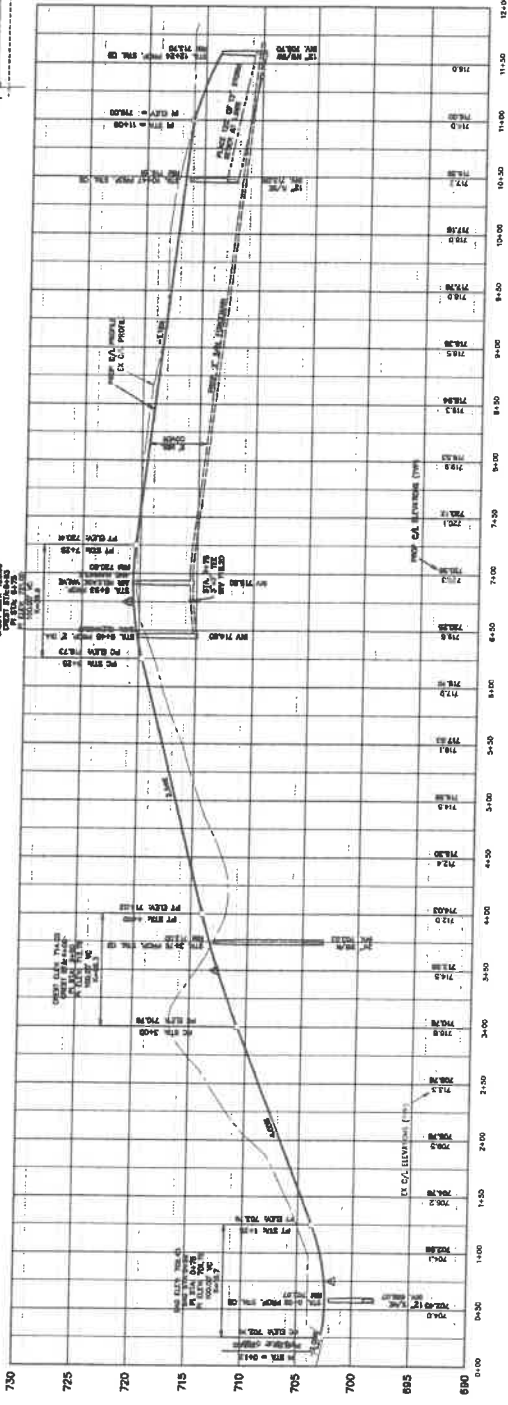
IN: PART OF SECTION 33 & 34, T34N, R10W,
CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN

excel engineering inc.
General Engineering & Surveying
1000 S. WEST 10TH ST. SE
GRAND RAPIDS, MI 49508
PHONE: (616) 725-8800
FAX: (616) 725-8801
WWW.EXCEL-ENGINEERING.COM

PROJECT: 07
SHEET: 2 OF 8



HORIZONTAL SCALE: 1"=60'
VERTICAL SCALE: 1"=5'



SEWER CONTROL STRUCTURE DETAIL

PRODUCTION/REVISIONS: 01/10/2011 11:30 AM - 11:30 AM (1)

**GOLDEN VIEW COURT (PVT.)
GOLDEN VALLEY ESTATES**

FOR: DAN KAMPMUS
1715 WEST STREET SE (STE. 201)
GRAND RAPIDS, MI 49546

IN: PART OF SECTION 33 & 34, T8N, R10W,
CASSAGNE TOWNSHIP, KENT COUNTY, MICHIGAN

excel engineering, inc.
10000 WOODLAND DRIVE
GRAND RAPIDS, MI 49508
248.709.5000
www.exceleng.com

SHEET 3 OF 6

DATE: 07/23/2019

SCALE: AS SHOWN

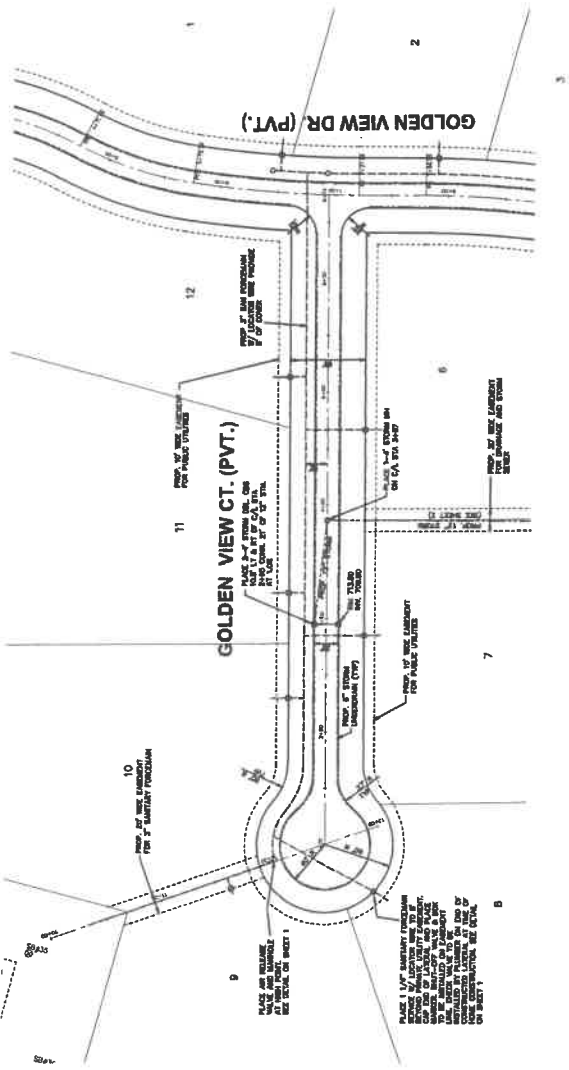
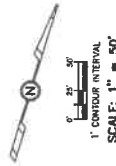
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DATE: 07/23/2019

PROJECT: 1919

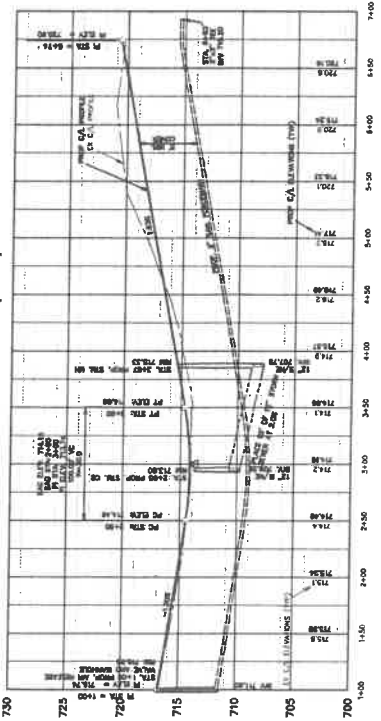


Know what's below.
Call before you dig.

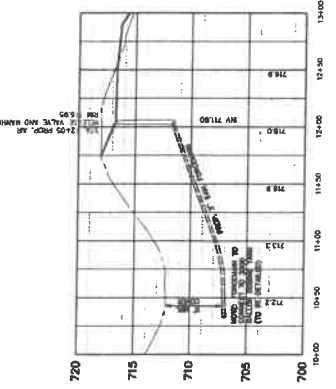


GOLDEN VIEW CT. (PVT.)

HORIZONTAL SCALE : 1"=50'
VERTICAL SCALE : 1"=5'



SAN. FORCEMAIN BETWEEN LOTS 9 AND 10



**GOLDEN HOLLOW DRIVE (PVT.)
GOLDEN VALLEY ESTATES**

FOR: MARY MURPHY
6015 WINDMILL
GRAND HARBOR, MI 49648

RE: PART OF SECTION 33 & 34, T4N, R10W,
CASCADE TOWNSHIP, WEST COUNTY, MICHIGAN

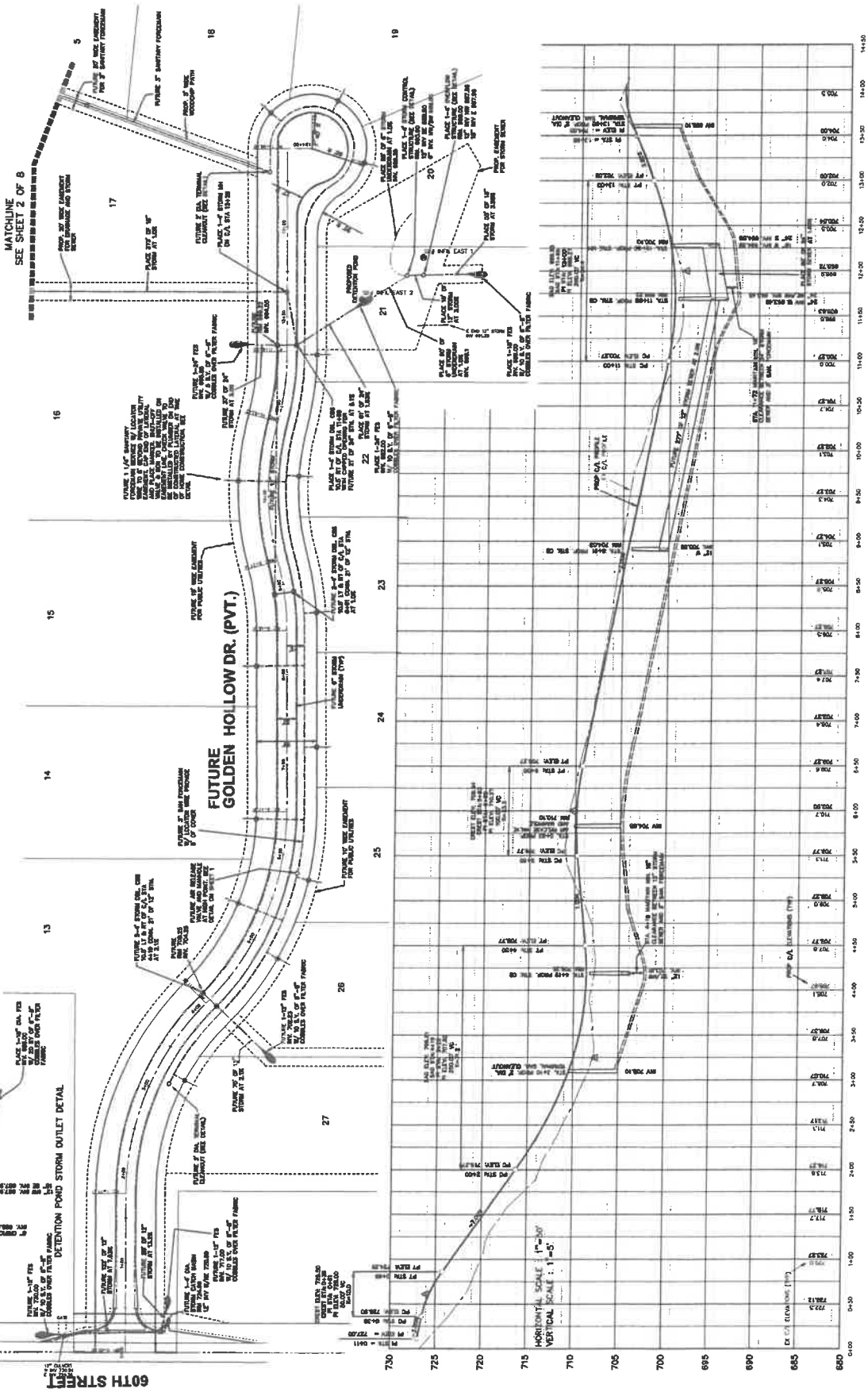
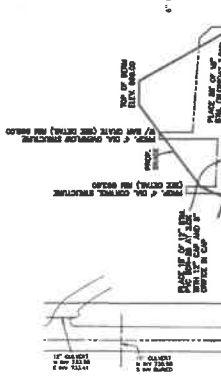
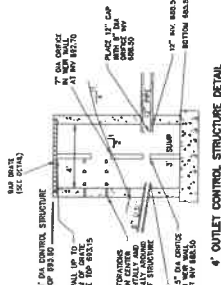
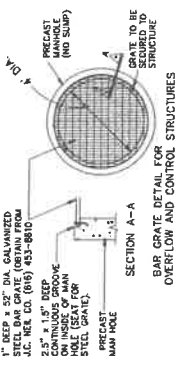
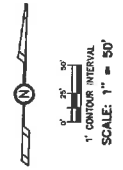
steel engineering, inc.
10000 W. GRAND AVENUE
GRAND HARBOR, MI 49648
PH: 616.833.8810
WWW.STEEL-ENGINEERING.COM

DATE: 07/27/11
DRAWN: J. J. JONES
CHECKED: J. J. JONES
APPROVED: J. J. JONES

PROJECT NO: 11-001
SHEET NO: 4 OF 8



NOTE: SEE COVERED PLAN FOR
PAGE 1 THROUGH 3 AND
PAGE 4 OF 8.



HORIZONTAL SCALE: 1\"/>

CROSS COUNTRY SANITARY FORCEMAIN - FUTURE
GOLDEN VALLEY ESTATES

FOR: DAN KAMPPLIS
 6115 20TH STREET SE (STE. 201)
 GRAND RAPIDS, MI 49546

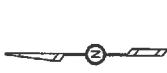
IN: PART OF SECTION 33 & 34, T8N, R10W,
 CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN

excel engineering, inc.
 10000 E. GRAND AVENUE, SUITE 100
 GRAND RAPIDS, MI 49508
 PH: 616.771.1500 FAX: 616.771.1501
 WWW.EXCEL-ENG.COM

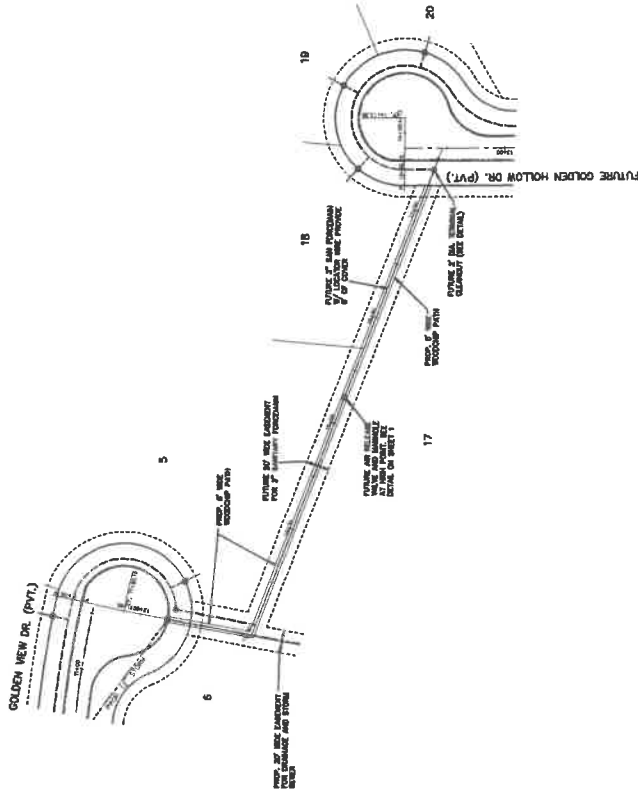
DATE: 07/27/2011
 PROJECT NO.: 11-001
 SHEET NO.: 5 OF 8



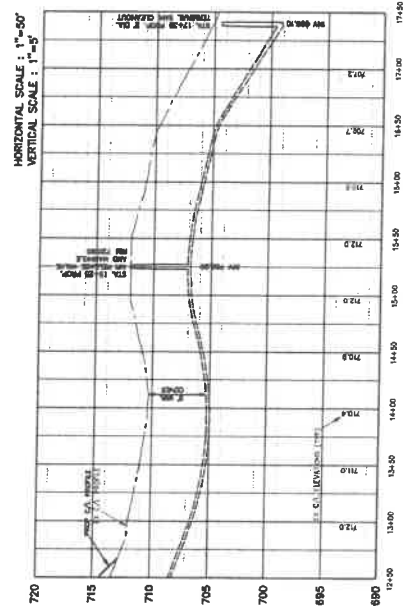
Know what's below.
 Call before you dig.



1" CONTOUR INTERVAL
 SCALE: 1" = 50'



ALL EXISTING SANITARY FORCEMAIN TO BE CONSIDERED FOR FUTURE FORCEMAIN



811
Know what's below.
Call before you dig.

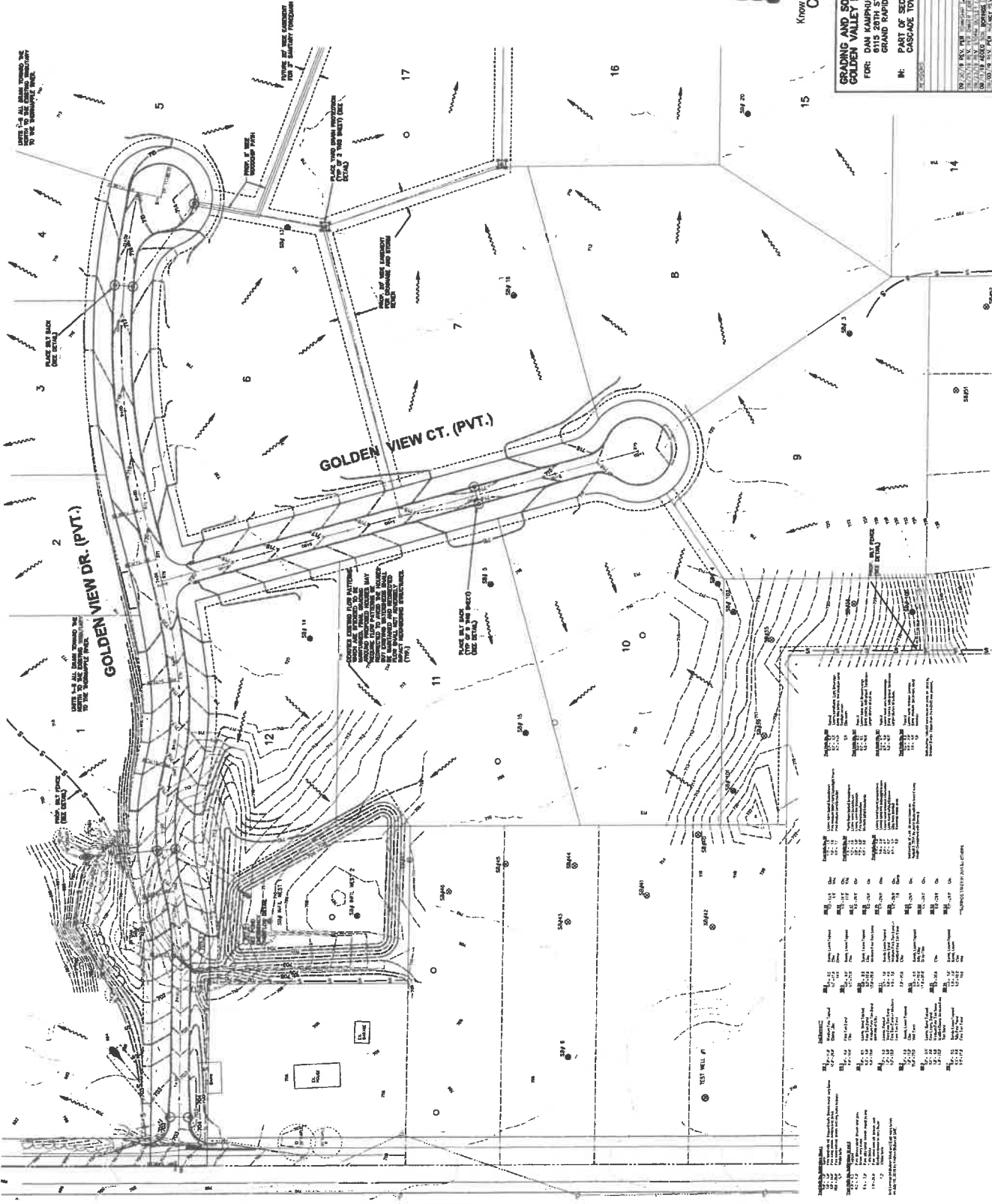
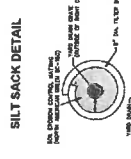
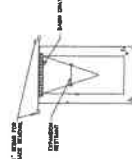
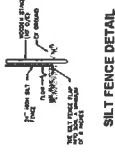
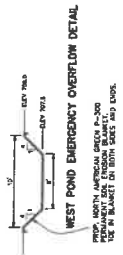
SCALE: 1" = 50'
1. CONTOUR INTERVAL (CS)
2. CONTOUR INTERVAL (DS)

GRADING AND SOIL EROSION CONTROL PLAN
FOR:
DAN KAUPRUIS
SUBDIVISION
GOLDEN VALLEY ESTATES
GRAND RAPIDS, MI 49506
IN:
PART OF SECTION 33 & 34, T8N, R10W,
CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN

excel engineering, inc.
1000 S. WESTLAND AVENUE, SUITE 100
ANN ARBOR, MI 48106
TEL: 734.769.1234
WWW.EXCEL-ENG.COM

DATE: 08/11/11
PROJECT: 11-001
DRAWN: JAC
CHECKED: JAC
APPROVED: JAC
SCALE: AS SHOWN
SHEET: 6 OF 8

- SOIL EROSION CONTROL NOTES**
1. TOTAL AREA OF DISTURBANCE = 78.0 ACRES
 2. ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITIES.
 3. SLOPES AND SLOPE STABILIZATION SHALL BE IN ACCORDANCE WITH THE MICHIGAN CONSTRUCTION CODE.
 4. ALL NEW GRADES SHALL BE TO BE IMPROVED (1" MIN) AND SLOPED.
 5. PLACE SILT FENCE AS SHOWN ON PLAN AND PER DETAIL.
 6. PROTECT ALL TRENCHES AS SHOWN ON PLAN AND PER DETAIL.
 7. STABILIZE ALL EXPOSED SOIL SURFACES WITH EROSION CONTROL MATS AND MULCH IMMEDIATELY AFTER BACKFILLING AND BEFORE ALL STRUCTURES TO BE CLEANED UP.

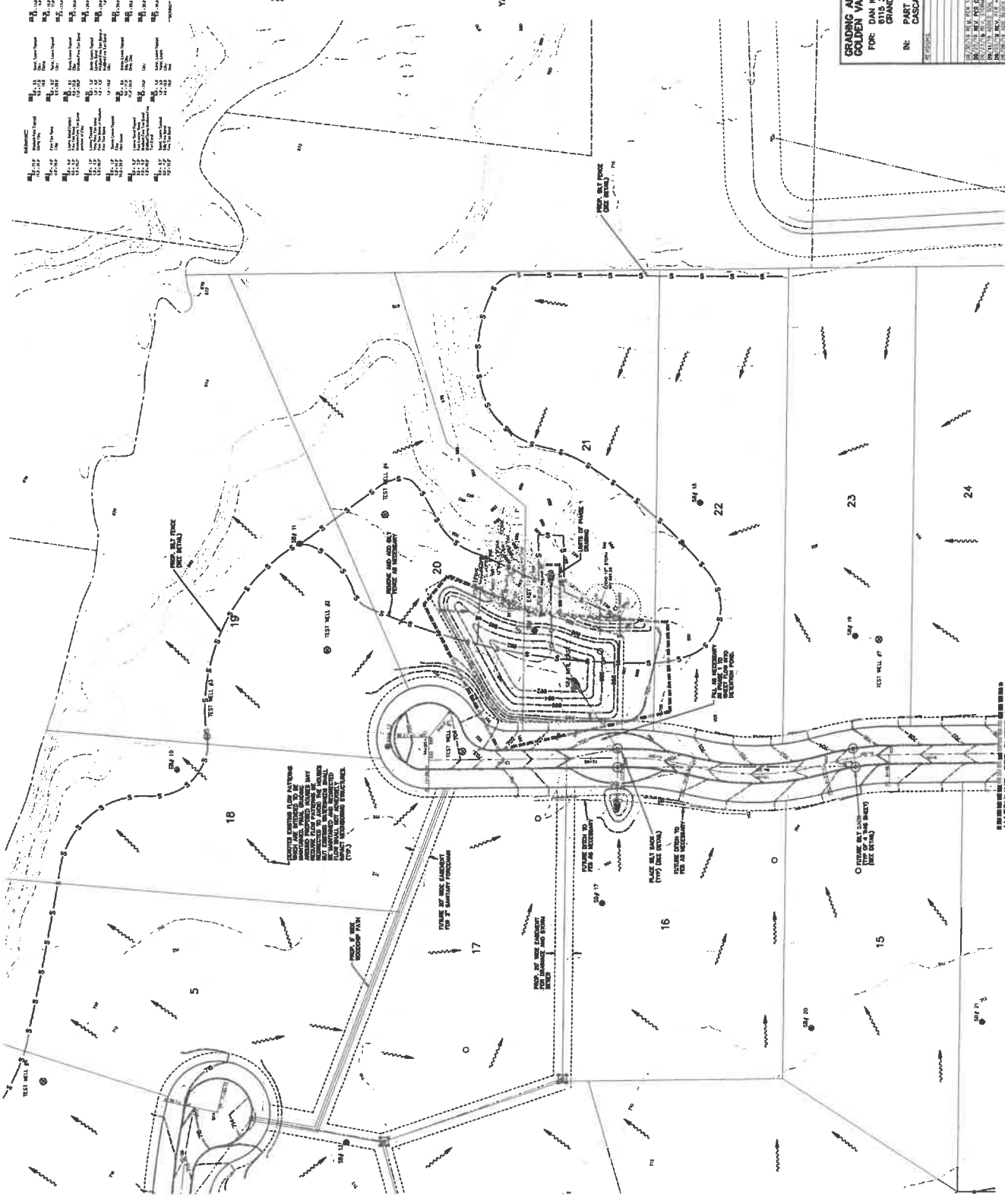


PROPOSED EROSION CONTROL MEASURES

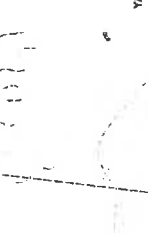
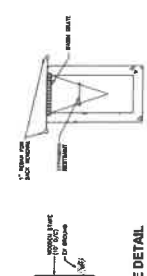
NO.	DESCRIPTION	AREA (SQ. FT.)	DATE	STATUS
1	SILT FENCE	10,000	08/11/11	PLANNED
2	SILT SACK	5,000	08/11/11	PLANNED
3	YARD DRAIN	2,000	08/11/11	PLANNED
4	EMERGENCY OVERTFLOW	1,000	08/11/11	PLANNED
5	EROSION CONTROL MATS	15,000	08/11/11	PLANNED
6	MULCH	10,000	08/11/11	PLANNED
7	SOIL NAIL WALL	5,000	08/11/11	PLANNED
8	RETAINING WALL	10,000	08/11/11	PLANNED
9	SEAL	2,000	08/11/11	PLANNED
10	TEST WELL #1	1,000	08/11/11	PLANNED
11	TEST WELL #2	1,000	08/11/11	PLANNED
12	TEST WELL #3	1,000	08/11/11	PLANNED
13	TEST WELL #4	1,000	08/11/11	PLANNED
14	TEST WELL #5	1,000	08/11/11	PLANNED
15	TEST WELL #6	1,000	08/11/11	PLANNED
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17	TEST WELL #8	1,000	08/11/11	PLANNED
18	TEST WELL #9	1,000	08/11/11	PLANNED
19	TEST WELL #10	1,000	08/11/11	PLANNED
20	TEST WELL #11	1,000	08/11/11	PLANNED
21	TEST WELL #12	1,000	08/11/11	PLANNED
22	TEST WELL #13	1,000	08/11/11	PLANNED
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27	TEST WELL #18	1,000	08/11/11	PLANNED
28	TEST WELL #19	1,000	08/11/11	PLANNED
29	TEST WELL #20	1,000	08/11/11	PLANNED

*ADJUSTED FIELD DATA

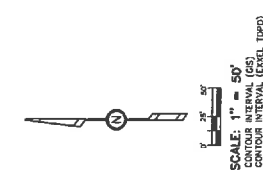
THORNAPPLE RIVER DRIVE



- SOIL EROSION CONTROL NOTES:**
- TOTAL AREA OF RESTORATION = 133.5 ACRES
 - ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING.
 - INSPECT AND MAINTAIN ALL TEMPORARY SOIL EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD, WITH THE USE OF THE BURNING CHURNERS.
 - ALL SOIL PAVED AREAS TO BE TROPOLIZED (1" MIN) AND SEED.
 - PLACE SILT FENCES AS SHOWN ON PLAN AND EROSION DETAIL.
 - PROTECT ALL EXISTING AND EXPOSED STONE BURNING WITH SCUMPT, BURNING, AND STRIPPER. ALL STRIPPER TO BE CLEANED OUT.



- 2025 Notes**
- 1. Update existing notes.
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GRADING AND SOIL EROSION CONTROL PLAN
FOR: GOLDEN VALLEY ESTATES

DAN KAMPHUIS
 6115 29TH STREET SE (STE. 201)
 GRAND RAPIDS, MI 49546

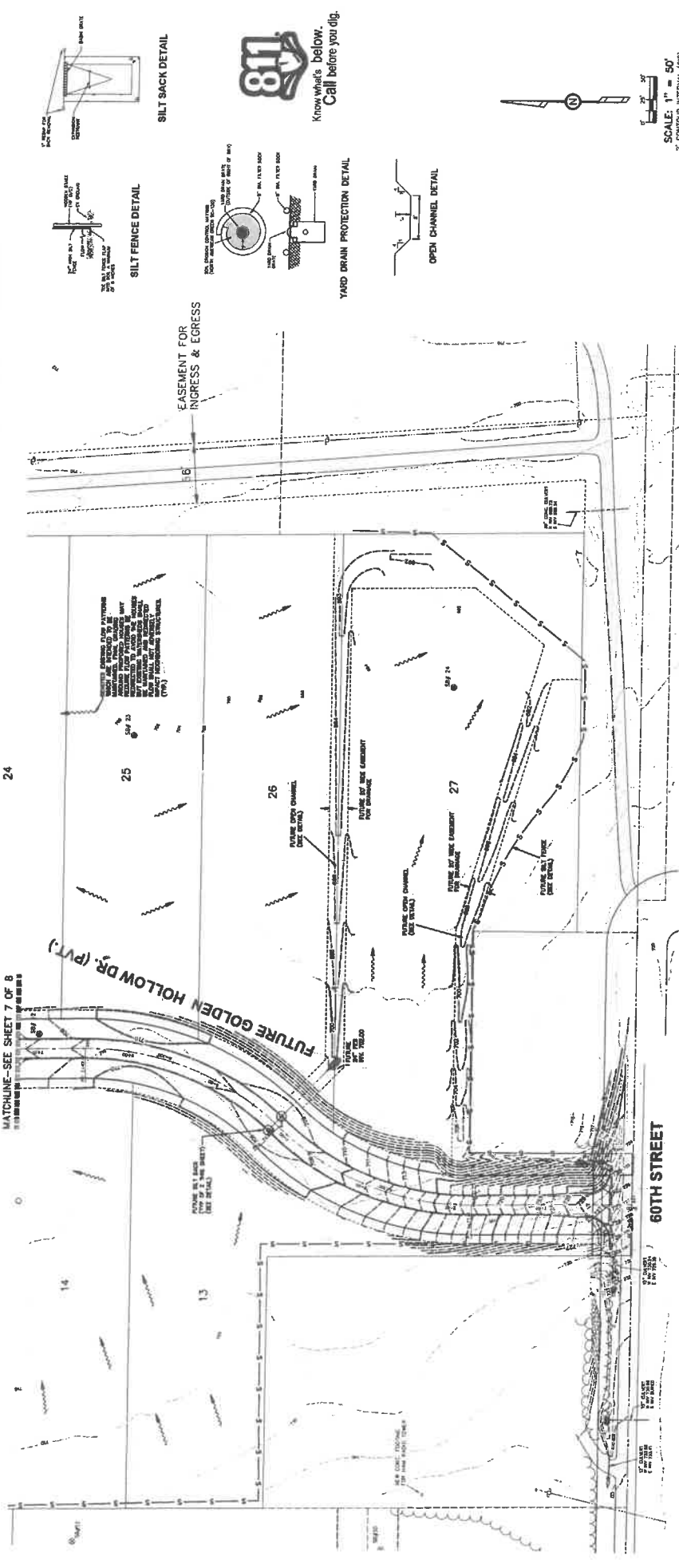
RE: PART OF SECTION 33 & 34, T3N, R10W, CASCADE TOWNSHIP, KENT COUNTY, MICHIGAN

excel engineering inc.
 1000 10TH STREET SW
 GRAND RAPIDS, MI 49503
 (616) 445-5555
 www.excelengineering.com

DRAWN BY: JAC
 CHECKED BY: JAC
 APPROVED BY: JAC

PAGE: 6 OF 8
 SHEET: 7 OF 8

NO.	DESCRIPTION	DATE	BY	CHKD.
1	Issue for Review	11/12/13	DL	DL
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50	Issue for Review	11/12/13	DL	DL



GRADING AND SOIL EROSION CONTROL PLAN - FUTURE
GOLDEN VALLEY ESTATES
 FOR: DAN KAMPHUIS
 10000 W. 10TH STREET, #2 (STE. 207)
 GRAND HAVEN, MI 49434

IN: PART OF SECTION 33 & 34, T8N, R10W,
 CASSIODE TOWNSHIP, BEN T COUNTY, MICHIGAN

Steel engineering, inc.
 10000 W. 10TH STREET, #207 (STE. 207)
 GRAND HAVEN, MI 49434
 Phone: (269) 426-2200
 Fax: (269) 426-2200
 Email: info@steeleng.com
 Website: www.steeleng.com

DATE: 11/12/13
 DRAWN BY: DL
 CHECKED BY: DL
 APPROVED BY: DL

SHEET 8 OF 8



CASCADE CHARTER TOWNSHIP

2865 Thornhills SE Grand Rapids, Michigan 49546-7140

Date: October 23, 2019
To: Supervisor Beahan and Township Board Members
From: Ben Swayze, Township Manager
Subject: Purchase Agreement for 5920 Tahoe Drive

FACTS:

Earlier this year the Township Board accepted the first phase of the Township Facility study. The first priority in the study was identified as the renovation or replacement of Fire Station #1. Last Board meeting the Township Board approved an agreement with Progressive AE to lead the second phase of the Station #1 study, which will culminate in a site selection, schematic design and engineer's estimate of costs for a new Station #1. As part of the process the Township will explore not only the current location for Station #1, but a minimum of two alternative sites as well.

The second priority identified in the Township facilities study was the replacement of Township Hall. As part of the presentation at the conclusion of the study, staff identified three alternatives that the Township should look at for the replacement of Township Hall:

- If Station #1 was to relocate, renovation and expansion of Township Hall at its current location
- If Station #1 was to remain on the current site, and expansion of the Cascade Library/Wisner Center to accommodate Township Hall
- If Station #1 was to remain on the current site, purchasing an existing property in the Township and renovating it for the Township Hall

Over the past several months Township staff have been investigating several properties in the Township for potential acquisition and renovation for Township Hall. After touring several properties, Township staff has identified 5920 Tahoe as a potential suitable property for the Township. The property, currently occupied as the headquarters for ADAC, is approximately 13,000 square feet and was listed at \$1.495 million. Based on the feedback received at the 10/9/2019 closed session, the Township has negotiated a proposed purchase agreement with Tahoe Associates for the building. Highlights include:

- \$1.4 million purchase price
- Standard due diligence contingencies
- Due diligence period where the Township can affirm the operational and financial fit for the Township.
- Deadline of December 12th for the Township to notify seller if they intend to terminate the agreement due to any of the contingency clauses
- December 20 closing date

Assessing
949-6176

Building
949-3765

Building & Grounds
682-4836

Clerk
949-1508

Fire
949-1320

Manager
949-1500

Planning
949-0224

Treasurer
949-6944

Attached for your review are:

- Proposed purchase agreement for 5920 Tahoe Drive

ANALYSIS & CONCLUSIONS:

The Township has now toured the 5920 Tahoe property several times with architects, engineer's staff and elected officials. It is clear from all perspectives that the building has the potential to fit the operational needs of the Township. However, it is important for the Township to conduct true due diligence on the property, which we can begin immediately as soon as the property is under contract with the Township. As part of the due diligence, the Township will be able to:

- Develop a proposed renovation schematic (with assistance from Progressive AE) as well as a proposed cost of those renovations to give the Township Board a true sense of the acquisition and renovations costs.
- Develop high level estimates for the "Wisner Center Expansion" to allow for comparison between the two options.
- Better understand the likelihood the Station #1 will be developed on the current site or another site.
- Share the proposed plans with the residents of Cascade to get feedback.

Staff are currently developing a schedule for the due diligence period. There will be one meeting open to the residents where they will be presented the various options and provided an opportunity to give feedback. Right now that is anticipated to take place either as part of the November 20 regularly scheduled Township Board meeting, or a separately scheduled meeting the first week of December. The Township Board will need to make a decision to terminate the agreement based on the stated contingencies at the regularly schedule December 11 meeting.

FINANCIAL CONSIDERATIONS:

The agreement calls for a \$25,000 earnest money deposit. If the Township acquires the property, the deposit will be applied toward the purchase price. If the Township does not acquire the property based on the listed contingency clauses, it will receive a refund of the deposit. If the Township decides to terminate the agreement due to an issue not covered in the contingency clauses, it will forfeit the deposit.

Progressive AE estimates \$5,000 to conduct due diligence related to operational and financial fit. Fishbeck estimates \$5,000 to conduct traditional due diligence items such as Phase 1 Environmental study and physical inspections.

RECOMMENDED ACTION:

Approve the Purchase Agreement for 5920 Tahoe Drive.

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT TO PURCHASE REAL ESTATE (this "Agreement") is executed October ____, 2019 (the "Effective Date"), between CASCADE CHARTER TOWNSHIP, a Michigan charter township, of 2865 Thornhills Avenue SE, Grand Rapids, Michigan 49546-7192 ("Buyer"), and TAHOE ASSOCIATES, LLC, a Michigan limited liability company of 5920 Tahoe Drive SE, Grand Rapids, Michigan 49546 ("Seller").

RECITALS

A. Seller owns real property located in the Township of Cascade, County of Kent, State of Michigan, commonly known as 5920 Tahoe Drive SE, Grand Rapids, Michigan 49546, and identified with Permanent Parcel No. 41-19-17-127-004 (the "Real Estate").

B. Seller desires to sell the Real Estate to Buyer and Buyer desires to purchase the Real Estate from Seller according to the terms and subject to the conditions in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sale and Purchase. Seller agrees to sell the Real Estate to Buyer, and Buyer agrees to purchase the Real Estate from Seller, for the Purchase Price (defined below) and according to the terms and conditions set forth in this Agreement. Buyer will pay to Seller the Purchase Price in cash or other immediately available funds at the Closing. The Real Estate shall also include all of the right, title and interest of Seller in and to the following:

- (a) All buildings, improvements and structures located on the Real Estate;
- (b) All strips and gores of land adjoining or abutting the Real Estate, if any;
- (c) All land lying in the bed of any street, road, avenue or alley, opened or proposed, in front of, running through or adjoining the Real Estate;
- (d) All easements, privileges or rights-of-way over, contiguous or adjoining the Real Estate, and all other rights belonging to and accruing to the benefit of the Real Estate, including, without limitation, any rights acquired by prescription, acquiescence or adverse possession;
- (e) All appurtenances and hereditaments belonging or in any way appertaining to the Real Estate; and
- (f) All awards made or to be made in lieu of any interest referred to in the foregoing subsections.

2. Purchase Price. The purchase price for the Real Estate shall be One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), subject to pro-rations, debits and credits at Closing (the "Purchase Price").

3. Title and Survey.

(a) Warranty Deed. Seller will transfer the Real Estate to Buyer by warranty deed, subject only to the Permitted Encumbrances. The form of the Warranty Deed shall be subject to Buyer's approval in its reasonable discretion.

(b) Title Insurance. Buyer will order from the Title Insurance Company (defined below) a commitment for an ALTA Owner's title insurance policy, without standard exceptions, in the amount of the Purchase Price covering title to the Real Estate on or after this date, showing Seller as owner of the Real Estate in fee simple, subject only to those exceptions acceptable to Buyer. The commitment will provide for full extended coverage over all general title exceptions commonly contained in such policies, except such title exceptions that require a survey for coverage or removal unless a survey satisfactory to the Title Insurance Company is provided by Buyer at Buyer's sole expense. If such commitment contains exceptions which, in Buyer's opinion, are not Permitted Encumbrances, then Seller must, after receiving notice from Buyer of the same, promptly remove such exceptions. If Seller fails to clear the title as herein provided, then Buyer may either terminate this Agreement on or before December 12, 2019 and receive a refund of the Deposit, or proceed to Closing taking title subject to such exceptions; provided, however, that if the exception is a monetary encumbrance capable of being cured by the application of the Purchase Price at Closing (e.g., a mortgage or construction lien), then the Buyer may proceed to Closing and utilize such portion of the Purchase Price as is necessary to discharge the exception at Closing. At Closing, Seller agrees to execute such affidavits and other documents as may be required by the Title Insurance Company in order to issue the required policy. Seller will pay the premium due for the issuance of a title insurance policy pursuant to the aforesaid commitment at Closing.

(c) Survey. Within three (3) days after the Effective Date, Seller will provide Buyer with any existing survey of the Real Estate in Seller's possession or reasonably available to Seller. Buyer may order from an engineer or surveyor satisfactory to Buyer, at Buyer's cost and expense, a new or recertified survey of the Real Estate. The survey may not show any encroachments onto the Real Estate from any adjacent property, any encroachments by or from the Real Estate onto any adjacent property or any violation of any recorded building lines, restrictions or easements affecting the Real Estate. If the survey discloses any such encroachment or violation or any exceptions to title or matters indicating possible rights of third parties other than as accepted by Buyer then, upon notice from Buyer, Seller must have all such encroachments, violations, and unpermitted exceptions corrected and removed from the survey and provide evidence thereof to Buyer, and if Seller fails to have the same removed then Buyer may elect, on or before December 12, 2019, to either terminate this Agreement and receive a refund of the Deposit or to accept the Real Estate subject only to those uncured encroachments shown on the survey.

4. Environmental Matters.

(a) Definitions. As used in this Agreement, “Environmental Laws” means: the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Solid Waste Disposal Act; the Federal Water Pollution Control Act of 1972; the Emergency Planning and Community Right-To-Know Act of 1986; the Clean Air Act of 1966; the Occupational Safety and Health Act of 1970; the Safe Drinking Water Act of 1974; all amendments to any of the foregoing; any similar laws enacted by any state including, without limitation, Public Act 451 of the Michigan Public Acts of 1994, entitled the Natural Resources and Environmental Protection Act, including the amendments contained in Part 201, as amended, or implementing laws enacted by any state, as amended, applicable to the Real Estate and the rules or regulations pursuant to any of the foregoing. As used in this Agreement, “Hazardous Material” or “Hazardous Materials” include any materials, substances, chemicals, or wastes, including, without limitation, petroleum (including crude oil or any fraction thereof), polychlorinated biphenyls, and asbestos-containing materials, which are regulated by or designated under or pursuant to Environmental Laws, and “Release” or “Releases” means any discharge, spill, disposing, dumping, escaping, leaching or migrating of a Hazardous Material.

(b) Representations and Warranties. Seller represents and warrants to Buyer that:

(i) Seller has, during its ownership of the Real Estate, operated the Real Estate at all times in compliance with Environmental Laws.

(ii) No underground or above-ground storage tanks are or have been used in connection with, or located on, the Real Estate at any time.

(iii) No Hazardous Materials have been or are currently used, manufactured, stored, processed, treated, disposed of, or Released on the Real Estate except in compliance with Environmental Laws.

(iv) Seller has not received any notice, claim, demand, summons, complaint, request for information, or other communication, written or oral, alleging or asserting that the Real Estate is or may be (a) in violation of any Environmental Laws; the subject of any investigatory, remedial or cleanup action, order or directive in connection with a Release or threatened Release of Hazardous Materials; or (b) subject to a lien in favor of any governmental body or agency or other third party for any liability, cost, damage, or other relief under Environmental Laws. Seller has provided true and complete copies of any of the foregoing communications to Buyer prior to the execution of this Agreement.

(v) Seller has filed all reports, documents, and notices in connection with the Real Estate as required under Environmental Laws.

(vi) Prior to the execution of this Agreement, Seller has provided Buyer with copies of or an opportunity to review all environmental reports, wastewater discharge

reports, waste profiles, waste manifests, or other information generated, prepared or compiled in connection with the Real Estate.

(vii) No restriction has been placed or proposed on the use of the Real Estate that is due in whole or part to the Release or presence of a Hazardous Material.

(viii) No person is currently under any obligation to investigate, respond to, monitor, or make any report to the government relating to a Release of a Hazardous Material at the Real Estate, and the creation of such an obligation is not pending or contemplated.

(ix) Nothing in this Agreement relieves Seller from any duty to make any disclosure under any Environmental Law or pursuant to the requirements of any government or judicial order or settlement.

(c) Environmental Site Assessments. Should Buyer elect to obtain one, this Agreement is contingent upon Buyer's receipt of a Phase I Environmental Site Assessment meeting the requirements of ASTM Standard E 1527-13 ("Phase I") that concludes that there are no "recognized environmental conditions" at the Real Estate or, if Buyer elects to obtain one, completion of a Baseline Environmental Assessment (as defined in Part 201, as amended, of Public Act 451 of the Michigan Public Acts) ("BEA"), that is satisfactory to Buyer, in its sole discretion. Environmental sampling and chemical analysis, and other investigation of environmental conditions (collectively, "Phase II") may be performed, at the Buyer's discretion. Any Phase I, Phase II, and BEA must be performed by an environmental consulting and/or environmental engineering company or companies ("Consultant") acceptable to Buyer, at Buyer's sole expense. Buyer may contract with the Consultant for the Phase I, Phase II and BEA and will have the right to direct their scope of work. Seller acknowledges that the purpose of Buyer's obtaining a Phase I, Phase II and BEA is to qualify for an exemption from liability for new owners and operators and to determine compliance with obligations imposed on new owners and operators of properties, all as set forth in Part 201, as amended, of Public Act 451 of the Michigan Public Acts. In that regard, Buyer may: (i) determine the scope of the investigation and the types of activities which are necessary, in Buyer's sole discretion and (ii) take any other actions and follow any other procedures which are available to Buyer under Part 201, as amended, of Public Act 451 of the Michigan Public Acts to qualify for an exemption from liability for new owners and operators and to determine compliance with obligations imposed on new owners and operators in Part 201, as amended, of Public Act 451 of the Michigan Public Acts. Any such activities will be paid for by Buyer. In connection with the performance of the Phase I, Phase II and BEA, Seller must cooperate with the Consultant and provide the Consultant with access to the Real Estate, access to all environmental reports, notices, waste profiles, waste manifests and other documents relating to the environmental condition of the Real Estate and related environmental matters, and access to employees (including employees of tenants) with knowledge about such matters (which employees shall complete questionnaires as to their knowledge regarding the use and condition of the Real Estate if requested by the Consultant).

5. Pre-Closing and Closing.

(a) Pre-Closing. Buyer will have full access to the Real Estate during normal business hours of operation for purposes of fully inspecting the same. During Pre-closing Buyer and its employees, agents or contractors may go upon the Real Estate for the purpose of making any investigations or inspections which Buyer deems necessary, including, without limitation, soils studies (including borings), wetland studies and surveys of existing improvements for lead and asbestos containing materials. During Pre-closing, Seller agrees to cooperate with Buyer in connection with the aforementioned inspections and Buyer's attempt to obtain the Governmental Approvals (defined below). Further Seller agrees to execute such applications in connection with the Governmental Approvals as may be requested by Buyer, where such applications may only be made in the name of, or with the consent of, title holders.

(b) Closing.

(i) Closing Documents. At the Closing, the following documents will be executed and delivered by and between the parties:

(A) Seller will execute and deliver to Buyer a warranty deed in recordable form conveying good and marketable title to the Real Estate subject only to the Permitted Encumbrances.

(B) Seller and Buyer will execute and deliver to each other a Closing Statement reflecting the manner in which the Purchase Price is allocated and paid.

(C) Seller will deliver to Buyer an owner's policy of title insurance in the form contemplated by Section 3(b).

(D) Seller and Buyer will execute and deliver to each other and the Title Insurance Company such further documentation as is reasonably necessary to evidence the transaction or to allow the Title Insurance Company to issue its title insurance policy, including any necessary corporate resolutions.

(ii) Closing Costs. At the Closing, the following expenses will be paid and the Purchase Price will be adjusted in accordance with the following provisions:

(A) Seller will pay in full at Closing all special assessments on the Real Estate which have become a lien or due and payable (or both) upon the Real Estate, including, without limitation, any deferred special assessments. Seller will also pay all ad valorem real estate taxes, together with interest and penalties to the date of Closing, which have become a lien or due and payable (or both) upon the Real Estate in the years prior to Closing. All ad valorem real estate taxes on the Real Estate which are first billed July 1 and December 1 of the year of Closing will be prorated between Buyer and Seller as of the Closing Date, on a calendar year basis, with the Buyer paying only for the portion attributable to period after the Closing Date. If the July 1 and December 1 bills are not then available, the current year's millage rates and taxable values shall be used for such calculation.

(B) Seller will fully pay the Michigan real estate transfer tax applicable to this transaction.

(C) Seller will receive from the Escrowee cash in the amount of the Deposit. Buyer will receive a credit for the Deposit against the Purchase Price. Any interest earned on the Deposit will be delivered by Escrowee to Buyer.

(D) Seller will pay the cost for the owner's title insurance policy to be issued by the Title Insurance Company.

(c) Possession. Seller will tender possession of the Real Estate to Buyer at Closing, free and clear of all leases, third party possessory rights, options, rights of first refusal and offers to purchase.

6. Warranties and Representations; Covenants.

(a) Seller's Warranties and Representations. Seller represents and warrants to Buyer as follows:

(i) Title. On the Closing Date, Seller will own, outright and absolutely, the Real Estate, free and clear of any and all claims, liens or encumbrances, and free and clear of all leases, third party possessory rights, options, rights of first refusal and offers of purchase.

(ii) Authority. Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and will be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and will be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Real Estate is subject or by which Seller or the Real Estate is bound. Seller has the right and power to transfer and convey the Real Estate without violating any contract, lease, mortgage, law, code or regulation, including, but not limited to, any fraudulent conveyances law.

(iii) No Default. Seller is not in default in any material respects in the payment of its obligations or under any agreement to which it is a party which will or could adversely affect the Real Estate.

(iv) Litigation and Other Proceedings. There are no claims, actions, suits or proceedings pending or, to Seller's knowledge, threatened against or affecting Seller before any court or administrative agency which will or could involve or affect the Real Estate.

(v) Conformity with Local Law. To the best of Seller's knowledge, Seller is not in violation of any federal, state or local statute, regulation, order or ruling materially affecting the Real Estate.

(vi) Utilities. All water, sewer, electric, telephone and drainage facilities and all other utilities and public or quasi-public improvements upon or adjacent to the Real Estate required by law are installed, are connected under valid permits, are in good working order, are adequate and unconditionally available to service the Real Estate and are fully paid for.

(vii) Construction Liens. Seller has not contracted for any improvements on the Real Estate within the last one hundred twenty (120) days which could give rise to a construction lien against the Real Estate.

(viii) Condemnation. There is no existing, pending or, to the best of Seller's knowledge, contemplated, threatened or anticipated (a) condemnation of any part of the Real Estate, (b) widening, change of grade or limitation on use of streets, roads or highways abutting the Real Estate, (c) special tax or assessment to be levied against the Real Estate, (d) change in the zoning classification of the Real Estate, or (e) change in the tax assessment of the Real Estate.

(ix) Boundary Disputes. Seller is not aware of any boundary disputes regarding the Real Estate.

(x) Material Changes. There are no facts or circumstances not disclosed to Buyer of which Seller has knowledge and which have or could have a material adverse effect upon the Real Estate. Seller agrees to notify Buyer immediately of such facts or circumstances if it becomes aware of the same.

(xi) Flood Plain. To the best of Seller's knowledge, the Real Estate does not lie in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazard and in which flood insurance has been made available under the National Flood Insurance Act of 1968.

(b) Survival of Representations and Warranties. Any and all covenants, representations, warranties and agreements made by Seller in this Agreement or in any instrument to be furnished pursuant to this Agreement will be true through and will survive the Closing. Seller agrees to notify Buyer promptly if Seller becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations or warranties of Seller contained in this Agreement untrue in any material respect.

(c) Indemnification by Seller. Seller agrees to indemnify, defend, reimburse and hold harmless Buyer, its employees and agents from and against all costs, loss, penalty, liability, damage and expense, including without limitation, all costs associated with administrative and judicial proceedings and attorneys' and consultants' fees and cleanup and remediation costs, suffered or incurred by Buyer on account of Seller's breach of any of

representation or warranty by Seller contained in this Agreement. This provision shall survive the closing until fully performed.

(d) Condition of Property. By executing this Agreement, Seller states to Buyer that it has received no notice that the Real Estate has been cited for violating any laws, ordinances and regulations, or that it fails to comply with all applicable building codes and zoning ordinances. If Seller receives any such notice prior to Closing, it will immediately notify Buyer and Buyer may, at its option, within fifteen (15) days of receipt of such notice, terminate this Agreement and be returned the Deposit.

7. Contingencies. Buyer may terminate this Agreement and receive a refund of the Deposit if any one or more of the following contingencies is not satisfied or waived by Buyer, each in Buyer's sole discretion, on or before December 12, 2019:

(a) Title and Survey Approval. Buyer must be satisfied with the status of title and survey, as more particularly described in Section 3(b) and 3(c).

(b) Environmental Approval. Buyer must be satisfied as to the environmental condition of the Real Estate, including those matters described in Section 4.

(c) Approval of Physical Inspections. Buyer must be satisfied with the physical condition of the Real Estate and its suitability for Buyer's intended use as determined from its inspections, including, without limitation, the availability, size, quality and quantity of any utility service or connection; access to and from the Real Estate; surrounding land uses; suitability and fitness of the Real Estate for the Buyer's proposed use; and such other investigations, approvals, and matters of fact and law as Buyer deems necessary or appropriate.

(d) Financing. Buyer must be satisfied with its ability to obtain any necessary financing for the acquisition of the Real Estate and for the Buyer's intended use thereof, in an amount, and on terms satisfactory to Buyer.

(e) Governmental Approvals. Buyer must have obtained, or be satisfied with its ability to obtain, all necessary governmental approvals for its intended use of the Real Estate ("Governmental Approvals"). Governmental Approvals may include, without limitation, any necessary rezoning, special land use approval, site plan approval, approval of curb cuts, stoplight(s), acceleration and deceleration lanes and other traffic-related permits and approvals, and approval of engineering plans for necessary infrastructure.

(f) Financial and Operational Feasibility Studies. Buyer must be satisfied with such financial and operational feasibility studies confirming the viability of the Real Estate for redevelopment and renovation for Buyer's intended use, in relation to other competing alternatives, as it may elect to conduct in its sole discretion.

(g) Soil. Buyer must be satisfied with the results of all soil borings and other soil tests conducted on the Real Estate during Pre-Closing.

8. Default.

(a) By Seller. Upon occurrence of any event of default by Seller, Buyer may either seek specific performance of this Agreement or exercise any of the rights accorded to it by the laws of the state of Michigan.

(b) By Buyer. If, after the satisfaction of all contingencies stated herein, Buyer refuses to close this transaction, then Seller may retain the Deposit as liquidated damages as its sole and exclusive remedy, actual damages being difficult or impossible to determine.

9. Miscellaneous.

(a) Maintenance of the Real Estate. Prior to the Closing, Seller will, at Seller's sole cost and expense, continue to operate and maintain the Real Estate in the ordinary course of business for its own account in the same manner and scope as at present, and will maintain the Real Estate free from waste and neglect and keep and perform or cause to be performed all obligations applicable to the Real Estate under applicable federal, state, county and municipal laws, ordinances, regulations, orders and directives. The Real Estate must be delivered to Buyer at Closing in at least as good a condition as it was in on the date of this Agreement, reasonable wear and tear excepted.

(b) Assignment. This Agreement may be assigned by Buyer. Buyer's assignee will enjoy the full rights and benefits of the terms and conditions of this Agreement as if it were Buyer.

(c) Casualty. If, prior to Closing, any improvement located upon the Real Estate is damaged or destroyed by fire or other casualty, Buyer will, at its option, be entitled to (i) terminate this Agreement and be returned its Deposit, or (ii) proceed to Closing and receive whatever insurance proceeds may be available to Seller.

(d) Eminent Domain. If, after the execution of this Agreement, but prior to Closing, all or any portion of the Real Estate is taken by exercise of the power of eminent domain or any proceedings are threatened or instituted to effect such a taking, Seller will immediately give Buyer notice of such occurrence, and Buyer may, within fifteen (15) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event the Deposit and all interest earned thereon will be returned to Buyer and all obligations of the parties will cease and this Agreement will have no further force and effect, or (ii) to close the transaction contemplated hereby as scheduled (except that if the Closing Date is sooner than fifteen (15) days following Buyer's receipt of such notice, Closing will be delayed until Buyer makes such election), in which event Seller will assign and/or pay to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

(e) Notices. All notices, requests and demands to or upon any party to this Agreement must be in writing and delivered or mailed first class, postage prepaid. Notice will be deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.

(f) No Assumption. Buyer does not assume any responsibility or liability of any other person relating to compliance with Environmental Laws, including any responsibility to investigate or monitor any environmental condition, make any report or disclosure to the government or any person, respond in any way to the presence or Release of any Hazardous Material, or limit any activity at or use of the Real Estate as a result of the Release of a Hazardous Material.

(g) Waiver. No term, condition, covenant or provision contained in this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct or course of dealing will be deemed a waiver. No waiver by any party hereto of any violation or breach of this Agreement will be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.

(h) Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto as well as their respective heirs, devisees, executors, administrators, personal representatives, successors and assigns.

(i) Merger and Modification. This constitutes the entire Agreement between the parties and any prior discussions, negotiations and Agreements between the parties are merged herein. No amendment or modification of this Agreement will be enforceable except if in writing and signed by the party against whom enforcement is sought.

(j) Governing Law. This Agreement is being executed and delivered and is intended to be performed in the state of Michigan and will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws thereof.

(k) Headings. The headings to the various paragraphs contained in this Agreement have been inserted for convenient reference only and do not affect the meaning or interpretation hereof.

(l) Realtor Commission. The parties represent and warrant to each other that there are no brokers, finders, or similar fees due or payable in connection with this transaction, except for NAI Wisinski of West Michigan representing Seller ("NAI"). Seller will pay any commission in connection with this transaction due to NAI. If either party is responsible to pay any other commission, broker's fee, finder's fee, or similar fee on the purchase and sale of this Property, then such fee is the sole responsibility of that party. Each party agrees to hold the other harmless from and indemnify it against any damage or liability, including reasonable legal costs, resulting from a breach of this provision.

(m) Contingent on Formal Approvals. The parties acknowledge that, while this Agreement may be executed in advance of formal approval of this Agreement by the Township Board of Cascade Charter Township (the "Township Board"), this Agreement shall not be effective until it has been ratified and approved by the Township Board in its sole discretion. If such approval is not granted, then Buyer may terminate this Agreement on or before December 12, 2019 and receive a refund of the Deposit. If Buyer has not terminated this

Agreement on or before December 12, 2019, then Buyer shall be deemed to have satisfied or waived this contingency.

(n) Execution in Counterparts. This Agreement may be executed in counterparts which, when combined, shall constitute on in the same binding and legal document. Counterparts executed and/or delivered by facsimile or electronic mail shall have the same effect as originals.

10. Definitions.

(a) Agreement: This Agreement to Purchase Real Estate.

(b) Closing: Consummation of the transaction described in this Agreement. The Closing will take place on the day determined by the Buyer, but not later than December 20, 2019 (referred to herein as the "Closing Date") at the offices of the Title Insurance Company. No funds will be disbursed at the Closing until a title policy insuring Buyer's interest has actually been issued by the Title Insurance Company. "Pre-closing" means that period from the date of this Agreement to the Closing Date during which time the parties will work to satisfy all requirements of this Agreement necessary prior to a transfer of the Real Estate.

(c) Conditions Precedent: Those requirements set forth in Section 7 which, if not satisfied in the manner specifically provided therein or waived in writing by the Buyer, will relieve the Buyer of its obligation to buy the Real Estate.

(d) Deposit: \$25,000.00, which Buyer must deliver to Escrowee within ten (10) days after the date of this Agreement. If the Conditions Precedent are satisfied or waived by Buyer, then the Deposit will become nonrefundable to Buyer, but will, if the transaction contemplated by this Agreement closes, be applied against the Purchase Price.

(e) Encumbrances: Any matters affecting title to the Real Estate.

(f) Escrowee: First American Title Insurance Company; 4362 Cascade Road SE, Suite 109, Grand Rapids, Michigan 49546; Attention: Gary Wadsworth.

(g) Permitted Encumbrances: Those Encumbrances which do not, in Buyer's sole judgment, interfere with Buyer's intended use of the Real Estate.

(h) Title Insurance Company: First American Title Insurance Company; 4362 Cascade Road SE, Suite 109, Grand Rapids, Michigan 49546; Attention: Gary Wadsworth.

[signatures on following page]


By signing this Agreement to Purchase Real Estate, the parties acknowledge that they have read this document, they know its contents and they are voluntarily signing it.

BUYER:

SELLER:

CASCADE CHARTER TOWNSHIP, a
Michigan charter township

TAHOE ASSOCIATES, LLC,
a Michigan limited liability company

By: 
Name: BENJAMIN SWARTZ
Its: TOWNSHIP MANAGER

By: _____
Name: _____
Its: _____