



7275 W. MAIN STREET, KALAMAZOO, MI 49009-9334  
269-216-5220 Fax 375-7180 TDD 375-7198  
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**NOTICE  
OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION - REGULAR MEETING**

**MEETING WILL BE HELD IN PERSON  
AT OSHTEMO TOWNSHIP HALL  
7275 W MAIN STREET**

Masks Are Optional in Oshtemo Township Buildings

*(Meeting will be available for viewing through <https://www.publicmedianet.org/qavel-to-qavel/oshtemo-township>)*

**THURSDAY, MARCH 23, 2023  
6:00 P.M.**

**AGENDA**

1. Welcome and Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment on Non-Agenda Items
5. Approval of Minutes: March 9<sup>th</sup>, 2023
6. **Public Hearing – Special Use and Site Plan – Sunset Pointe Condominiums**  
Sunset Point Condominiums LLC is requesting special use and site plan approval of a residential site condominium comprised of 33 duplex buildings (66 units), club house, community pool and associated parking lot on Parcel 05-26-460-021. The property is located at the intersection of Meridian Avenue and Sunset Road.
7. **Public Hearing – Conditional Rezoning – Hamptons**  
Marroll LLC, requests to conditionally rezone parcel number 05-14-130-017 and a portion of 6660 W Main Street, parcel number 05-14-185-022, from its current zoning classification of R-2, Residence, to R-4, Residence. The proposed conditional rezoning is requested to facilitate the development of the site with townhomes, as part of a Residential PUD, and a 55-year-old senior living facility.
8. **Public Hearing – Special Use and Site Plan – Consumers Energy Regulator Station**  
Consumers Energy is requesting site plan and special use approval to construct one 3,240 SF unmanned building and one 120 SF accessory building to serve as a regulator station.
9. **Public Hearing – Special Use – National Health and Nutrition Examination Survey Temporary Outdoor Event**  
Westat Inc, is requesting Special Exception Use approval to locate CDC Mobile Exam Center medical trailers in the Delta Marriot Kalamazoo parking lot, located at 2747 S 11<sup>th</sup> Street, from April 8 to June 10, 2023.
10. Other Updates and Business
11. Adjournment

**Policy for Public Comment  
Township Board Regular Meetings, Planning Commission & ZBA Meetings**

All public comment shall be received during one of the following portions of the Agenda of an open meeting:

- a. Citizen Comment on Non-Agenda Items or Public Comment – while this is not intended to be a forum for dialogue and/or debate, if a citizen inquiry can be answered succinctly and briefly, it will be addressed or it may be delegated to the appropriate Township Official or staff member to respond at a later date. More complicated questions can be answered during Township business hours through web contact, phone calls, email ([oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org)), walk-in visits, or by appointment.
- b. After an agenda item is presented by staff and/or an applicant, public comment will be invited. At the close of public comment there will be Board discussion prior to call for a motion. While comments that include questions are important, depending on the nature of the question, whether it can be answered without further research, and the relevance to the agenda item at hand, the questions may not be discussed during the Board deliberation which follows.

Anyone wishing to make a comment will be asked to come to the podium to facilitate the audio/visual capabilities of the meeting room. Speakers will be invited to provide their name, but it is not required.

All public comment offered during public hearings shall be directed, and relevant, to the item of business on which the public hearing is being conducted. Comment during the Public Comment Non-Agenda Items may be directed to any issue.

All public comment shall be limited to four (4) minutes in duration unless special permission has been granted in advance by the Supervisor or Chairperson of the meeting.

Public comment shall not be repetitive, slanderous, abusive, threatening, boisterous, or contrary to the orderly conduct of business. The Supervisor or Chairperson of the meeting shall terminate any public comment which does not follow these guidelines.

(adopted 5/9/2000)  
(revised 5/14/2013)  
(revised 1/8/2018)

Questions and concerns are welcome outside of public meetings during Township Office hours through phone calls, stopping in at the front desk, by email, and by appointment. The customer service counter is open from Monday-Thursday, 8 a.m.-1 p.m. and 2-5 p.m., and on Friday, 8 a.m.–1 p.m. Additionally, questions and concerns are accepted at all hours through the website contact form found at [www.oshtemo.org](http://www.oshtemo.org), email, postal service, and voicemail. Staff and elected official contact information is provided below. If you do not have a specific person to contact, please direct your inquiry to [oshtemo@oshtemo.org](mailto:oshtemo@oshtemo.org) and it will be directed to the appropriate person.

<b>Oshtemo Township Board of Trustees</b>		
<b><u>Supervisor</u></b>		
Libby Heiny-Cogswell	216-5220	<a href="mailto:libbyhc@oshtemo.org">libbyhc@oshtemo.org</a>
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Dusty Farmer	216-5224	<a href="mailto:dfarmer@oshtemo.org">dfarmer@oshtemo.org</a>
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Kizzy Bradford	375-4260	<a href="mailto:kbradford@oshtemo.org">kbradford@oshtemo.org</a>

<b>Township Department Information</b>			
<b><u>Assessor:</u></b>			
Kristine Biddle	216-5225		<a href="mailto:assessor@oshtemo.org">assessor@oshtemo.org</a>
<b><u>Fire Chief:</u></b>			
Greg McComb	375-0487		<a href="mailto:gmccomb@oshtemo.org">gmccomb@oshtemo.org</a>
<b><u>Ordinance Enforcement:</u></b>			
Rick Suwarsky	216-5227		<a href="mailto:rsuwarsky@oshtemo.org">rsuwarsky@oshtemo.org</a>
<b><u>Parks Director:</u></b>			
Karen High	216-5233		<a href="mailto:khigh@oshtemo.org">khigh@oshtemo.org</a>
Rental Info	216-5224		<a href="mailto:oshtemo@oshtemo.org">oshtemo@oshtemo.org</a>
<b><u>Planning Director:</u></b>			
Iris Lubbert	216-5223		<a href="mailto:ilubbert@oshtemo.org">ilubbert@oshtemo.org</a>
<b><u>Public Works Director:</u></b>			
Anna Horner	216-5228		<a href="mailto:ahorner@oshtemo.org">ahorner@oshtemo.org</a>

**OSHTEMO CHARTER TOWNSHIP  
PLANNING COMMISSION**

**DRAFT MINUTES OF A MEETING HELD MARCH 9, 2023**

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**Agenda**

**PUBLIC HEARING: - REZONING – 1560 S. 8<sup>TH</sup> ST.**  
**MOVE UP, LLC, REQUESTED TO REZONE THE PARCEL AT 1560 S. 8<sup>TH</sup> STREET FROM ITS CURRENT ZONING OF R-3, RESIDENCE, TO I-1, INDUSTRIAL. THE PARCEL IS APPROXIMATELY 8.26 ACRES IN SIZE AND IS LOCATED ON THE WEST SIDE OF S. 8<sup>TH</sup> ST., SOUTH OF KL AVENUE.**

**2022 PLANNING DEPARTMENT ANNUAL REPORT**

**WORK SESSION:**  
**COMPREHENSIVE MASTER PLAN UPDATE – DRAFT GOALS AND DELIVERABLES**

**STEERING COMMITTEE: OSHTEMO HOUSING STUDY**

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A meeting of the Oshtemo Charter Township Planning Commission was held Thursday, March 9, 2023, commencing at approximately 6:00 p.m. at the Oshtemo Township Hall, 7275 West Main Street.

**MEMBERS PRESENT:** Anna Versalle, Chair  
Micki Maxwell, Vice Chair  
Deb Everett  
Zak Ford, Township Board Liaison  
Scot Jefferies  
Alistair Smith, ZBA Liaison

**MEMBER ABSENT:** Phil Doorlag

Also present were Iris Lubbert, Planning Director, James Porter, Attorney, and several guests.

**Call to Order and Pledge of Allegiance**

Chairperson Versalle called the meeting to order and invited those present to join in the Pledge of Allegiance.

**Approval of Agenda**

The Chair asked if there were any changes to the agenda.

Ms. Lubbert explained the applicant, Move Up, LLC, notified her they wished to remove their request for a public hearing for rezoning of 1560 S. 8<sup>th</sup> Street from the agenda.

Also, Ms. Petz was unable to attend the meeting to lead a work session on the Oshtemo Housing Study. Ms. Lubbert indicated she would provide an update instead.

### **Public Comment on Non-Agenda Items**

Mr. Curt Aardema of AVB said that what the Commission has done so far regarding mixed use, most recently focusing on density bonus language, is appreciated. He acknowledged other competing issues needing to be addressed, and offered whatever assistance would be appropriate and helpful to keep things moving with MU.

The Chair thanked him for his comments and moved to the next agenda item.

### **Approval of the Minutes of the Meeting of February 9, 2023**

Chairperson Versalle asked if there were additions, deletions, or corrections to the Minutes of the Meeting of February 9, 2023.

It was noted the meeting was adjourned by Mr. Ford rather than by Chairperson VerSalle as was indicated in the Minutes.

The Chair asked for a motion to approve the minutes as corrected.

Mr. Ford **made a motion** to approve the Minutes of the Meeting of February 9, 2023 with the correction as noted. Ms. Everett **seconded the motion**. The **motion was approved** unanimously.

The Chair moved to the next item on the agenda.

### **2022 PLANNING DEPARTMENT ANNUAL REPORT**

Ms. Lubbert provided a copy of a draft of the annual report for 2022 and indicated the Planning Department produces a report every year to satisfy the requirements of Section 308 of the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended), which states that a Planning Commission must prepare an annual report documenting the administration of their municipality's Zoning Ordinance and outline possible future amendments to the Ordinance. She noted the report fulfills the obligation for 2022 and provides updates on the activities and projects planned for 2023.

In addition the Planning Department expanded the scope of the report to further document the activities of the Zoning Board of Appeals and the administrative activities of the Planning Department staff. By doing so, the document provides a more complete

picture of Planning and Zoning activities within the Township. This report is intended to not only document past and ongoing activities but also help the Township Board develop its own work plans and budgets for the coming year.

Ms. Lubbert asked the Planning Commission to review the draft 2022 Planning Department Annual Report and provide feedback to staff.

Commissioners were pleased with the report and especially new members found it very helpful to review the work of the Commission in 2022.

Chairperson VerSalle asked for a motion.

Ms. Maxwell **made a motion** to recommend the 2022 Planning Department Annual Report as presented to the Township Board for approval. Ms. Everett **seconded the motion**. The **motion was approved** unanimously.

Ms. Lubbert acknowledged the to-do list for the Planning Commission is long, and indicated some items may not be accomplished as soon as wished due to the time it will take to complete the Housing Study and Master Plan Update.

Chairperson Versalle moved to the next agenda item.

### **COMPREHENSIVE MASTER PLAN UPDATE – DRAFT GOALS AND DELIVERABLES**

Ms. Lubbert presented a draft of an update of the Comprehensive Master Plan goals and deliverables for review and discussion prepared by the Planning Director and Public Works Director. She noted an addition of the need for a new ordinance to address permitted marijuana sales and production; currently the Township has opted out except for medical uses.

She said the greatest responsibility of a Planning Commission is to provide guidance for land use and development in the community; this includes the responsibility to prepare, review, and update a Master Land Use Plan, commonly abbreviated as a Master Plan (MP). The Michigan Planning Act defines a MP as a land use and infrastructure plan that sets forth local goals, objectives, and policies for community growth and/or redevelopment over the next 20 – 30 years. The MP is an official document authorized by Michigan law that serves as a basis for zoning and can be viewed as a blueprint for a community's future. Growth happens. The MP allows the Township residents and officials to decide how it should occur.

The Planning Commission is currently working with the W.E. Upjohn Institute for Employment Research to develop a MP update focusing on housing (a Housing Study/Action Plan) to assess and address the needs of Oshtemo's growing population, housing options, housing availability, and housing affordability challenges. This project is planned to be completed in July of 2023.

Knowing that a comprehensive review of the existing MP is due and the need for a single cohesive MP is paramount, the Township Board allocated ARPA funds to assist the Planning Commission and staff in completing a Comprehensive MP update. These funds are targeted to be used by the end of 2025. Due to the scale of the project (multiyear), the upcoming election cycle, and the ARPA funding requirements, the comprehensive MP update needs to be initiated this year. The draft goals and deliverables, incorporating any feedback or changes from the Planning Commission, will be the framework for the Request for Qualifications (RFQ) that will be sent out to consultants to start the comprehensive master planning effort (concurrence by the Township Board is also needed as part of this process).

Specifically discussed by the group were clarification of the transportation plan, compliance with the Redevelopment Ready Communities Certified Communities format, the Township's role in creating a clear and achievable transportation plan, and how to obtain as much citizen participation as possible for the overall plan.

Ms. Lubbert noted the goals and minimum deliverables will require a big effort and a lot of time to accomplish. As there may not be enough funding to be able to do everything that is wanted/needed, the RFP will ask that each item be itemized. If the total is outside of budget, the budget will have to be adjusted or the desired projects prioritized.

Chairperson VerSalle was satisfied the update of the Goals and Deliverables draft capture and reflect the group's discussion.

Ms. Lubbert will next take the document to the Township Board for feedback. The goal is to send the request for proposal yet this spring.

### **Oshtemo Housing Study Report**

Ms. Lubbert indicated two public meetings were held on housing. The one on March 1<sup>st</sup> had nine attendees; March 4<sup>th</sup> had four. Areas of interest from those in attendance centered around upcoming developments, neighborhood crime, types of housing, and design guidelines for new housing.

Ms. Petz, from the Upjohn Institute plans to attend the April 13 PC meeting with analysis of the results of the Oshtemo Township housing survey and will continue leading the group's work on goals and objectives. After those are completed, she plans to attend every meeting with the goal of completing the report by July.

Ms. Lubbert indicated the public survey closed Saturday with a great response of just under 500. 12.5% were renters, fewer than hoped as renters make up about 50% of the Township's residents.

Chairperson Versalle thanked Ms. Lubbert for the report and moved to the next item on the agenda.

**PUBLIC COMMENT**

There were no public comments.

**OTHER UPDATES AND BUSINESS**

Ms. Lubbert informed Commissioners that Township Supervisor Libby Heiny-Cogswell announced she would resign her position effective May 1, 2023. Interviews for potential replacements will be conducted April 4, 2023.

**ADJOURNMENT**

With there being no further business to consider, Chairperson Versalle adjourned the meeting at approximately 6:33 p.m.

Minutes prepared:  
March 11, 2023

Minutes approved:  
\_\_\_\_\_, 2023

DRAFT

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**MCKENNA**

# Memorandum

**TO:** Oshtemo Township Planning Commission

**FROM:** Kyle Mucha, AICP, Senior Planner  
Paul Lippens, AICP, NCI, Vice President

**SUBJECT:** **Sunset Pointe Condominiums – Special Exception Use; Parcel #05-26-460-021**

**DATE:** March 16, 2023

On behalf of the Charter Township of Oshtemo Planning Department, McKenna has reviewed the above-referenced site condominium application for a Special Exception Use regarding the proposed 33 duplex buildings (66 unit), club house, community pool and associated parking lot within the residential development located at the intersection of Meridian Avenue & Sunset Road. We offer the following comments and findings for your consideration. This review is based on the application dated April 15, 2022, and the site plan resubmission on February 24, 2023.

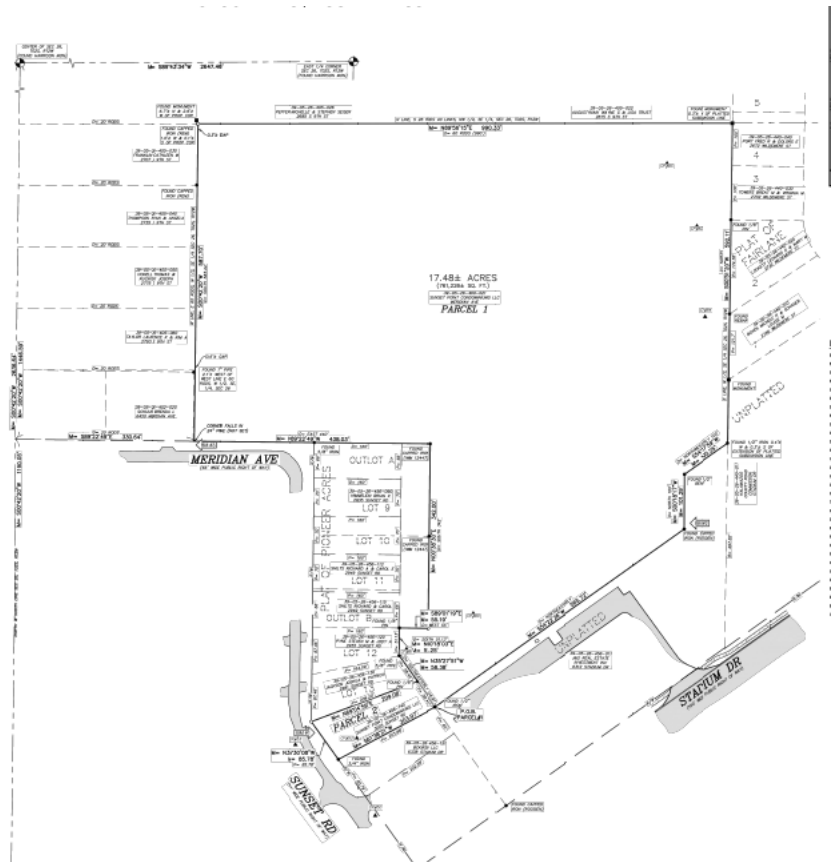
## SITE DESCRIPTION

The site is approximately 17.48-acres and has frontage along the north side of Meridian Avenue. The site is predominately wooded with no apparent existing facilities or structures established. The applicant proposes to construct 24 duplex buildings (48 units total) in the first phase, and an additional 9 duplex buildings (18 units total) in the second phase once a secondary road has been constructed. The total unit count is proposed to be 33 duplex buildings (66 units) once the property is fully built out. A club house, pool and associated parking lot are also proposed within the residential development in the first phase. The graphic to the right (provided by the applicant via their proposed site plan) outlines the proposed project boundaries.

## REVIEW COMMENTS

### Review Criteria (\$65.30)

An application for a condominium project shall be made in accordance to the procedures for a Special Use set forth in



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Article 65 and the requirements outlined herein.

**A. Master Plan/Zoning Ordinance.** *The proposed use will be consistent with the purpose and intent of the Master Plan and Zoning Ordinance, including the District in which the use is located.* The Oshtemo Township Zoning Ordinance reviews proposed condominium developments in regard to the following categories:

- a. The proposed development will need to meet the intent of the R-2 Residence District, which permits a greater density of residential development than is provided in rural districts of the Township. We find that the intent of the R-2 District is met with this proposal.
- b. The R-2 District permits a residential density of 4 units per acre. 3.77 units per acre are proposed. For reference, the proposed condominium density of the project site averages 0.26 acres per unit, which is slightly less than other residential properties in the adjacent neighborhoods: Wildmere Street, Fairgrove Street, Strathmore Street have parcel sizes of 0.303 acres per dwelling unit.
- c. An interior transportation network must also be provided. The applicant proposes to construct an interior street network of private roadways. We find that this provision is satisfied.
- d. Non-motorized transportation is a development standard that shall be provided for. The applicant has indicated that sidewalks will be installed throughout the project area, which will also connect to internal trail systems that permit non-motorized pedestrian access to the clubhouse/pool. We find this provision has been satisfied.
- e. Open space must also be provided at a rate of 10% of the total condominium project area. The applicant has proposed an open space area of 20%, which exceeds the minimum required and satisfies this provision.
- f. Public utilities, such as sewer and water, must be provided for. The applicant has provided engineering drawings for proposed public water and sewer systems. We find that this provision has been satisfied.
- g. The Master Deed and Bylaws are required to provide language that “common elements are to be properly and adequately maintained”. The applicant continues to work with Township staff to finalize the draft Master Deed/Bylaws, which will address this requirement.
- h. Setback provisions, landscaping, lighting, and parking standards are also provisions with the Township Zoning Ordinance that must be addressed. During our review of the proposed site plan, we found that the applicant has met the provisions for these sections.

The Future Land Use Map (Master Plan 2017 Update) categorizes the proposed subject site as split: the northern portion of the subject site is classified as Low Density Residential, while the southern portion is classified as Local Commercial (see below dark blue star for approximate location). The below graphic provides further visualization of the Future Land Use Map.

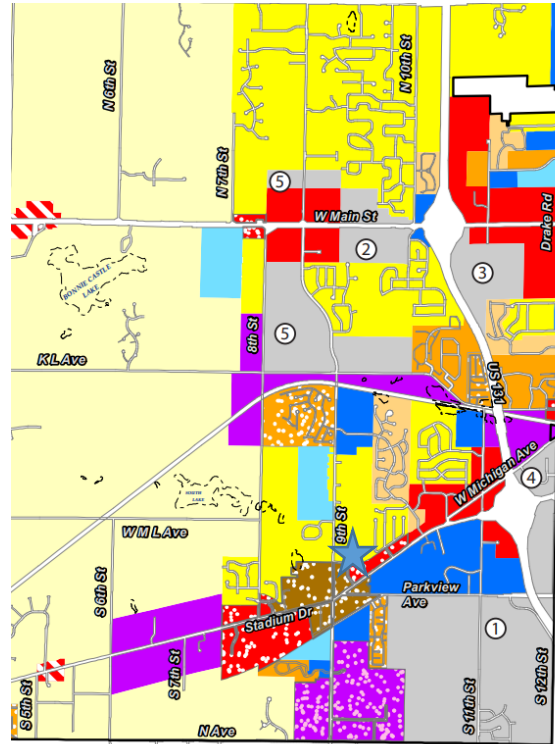
The classification of Low Density Residential identifies the desired development pattern as follows:

- Single-family residential development in connected, coordinated neighborhoods.
- Preservation and protection of existing neighborhoods and residential developments from incompatible land uses.



- Integration of new development into an interconnected street network.
- Residential areas connected with trails and walkways.
- Parks and open space included with neighborhood development to provide small recreation areas for residents.

Based on the desired development pattern and Future Land Use classifications for this subject site, we find that the proposed 66-unit (33 duplex buildings) aligns with the intent of the Master Plan.



- Classifications:**
- Rural Residential
  - Low Density Residential
  - Medium Density Residential
  - High Density Residential
  - Manufactured Residential
  - Village Core
  - Transitional Office
  - Neighborhood Commercial
  - Local Commercial
  - General Commercial
  - Research Office
  - General Industrial
  - Public/Government
- Sub-Areas:**
- 1. Genesee Prairie
  - 2. West Main Street
  - 3. Maple Hill Drive South
  - 4. Century Highfield
  - 5. 9th Street



The site plans include trail systems (woodchip based), preservation of open space as deeded within the draft Master Deed and the potential to interconnect the proposed development with future residential developments to the north.

**B. Site Plan Review.** *The Site Plan Review Criteria of Section 64.80.* A separate memorandum has been prepared regarding the submitted site plan for consideration by Township staff. The site plan analysis reviews the application for compliance with development standards, setback provisions, landscaping, lighting, parking, utility infrastructure and emergency access.

**C. Impacts**

1. *The proposed use would be compatible, harmonious and appropriate with the existing or planned character and uses of adjacent properties; meaning the proposed use can coexist with neighboring uses in a stable fashion over time such that no neighboring use is unduly negatively impacted.* Properties located to the west, north, and east are predominately residential in nature, and consist of mostly single-family homes. Properties to the south are commercial in nature. Established neighborhoods to the east have a development density of 0.3 acres per residential dwelling unit. The proposed development will consist of a density of 0.26 acres per dwelling unit, which we find aligns with existing development patterns in the area. Further, the development will consist of an interior road network and public water & sewer, which are characteristics of the eastern adjacent neighborhood. The proposed development will consist of attached single-family condominium units in the form of a duplex, which is harmonious with the established neighborhood to the east consisting of single-family dwellings.



2. *Potentially adverse effects arising from the proposed use on adjacent properties would be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the location of screening, fencing, landscaping, buffers or setbacks.* The submitted proposal indicates a tree preservation buffer (35') along the periphery of the development site. Furthermore, the proposed orientation of dwelling units increases the separation distance from adjacent residential property lines and proposed residential units. Additionally, the building orientation is projected to face internally (towards the interior of the subject property). The building orientation will aid in shielding adjacent property owners from the private street network and vehicular traffic this development will generate. Each condominium site will also have on-premise parking spaces for residents. We find that potentially adverse effects arising from the proposed development have been mitigated by the aforementioned site design details.
3. *The proposed use would not be detrimental, hazardous, or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, smoke, odors, glare, or visual clutter.* The applicant indicates that the estimated average daily trips (AADT) is at eight (8) per unit. Based on 66 units, the average daily trips generated from this development is estimated to be 528. Because the project proposes 66 dwelling units once fully built out, secondary access will be required. Phase 1 of the project will include the construction of 48 dwelling units, with an estimated daily trip generation of 384. Once Phase 2 is constructed, as previously referenced, secondary access is required, which will help reduce congestion and allow for better traffic flow thus minimizing potential disturbances to the surrounding area.

Furthermore, the construction of 66 residential condominium units is likely to increase the ambient noise of the area due to the proposed residential land use. Currently, the predominately wooded parcel acts as a natural buffer between businesses and non-residential uses along Stadium Drive (located to the south) and existing residential uses in the surrounding vicinity. In order to aid in noise reduction, the applicant has increased the tree buffer along the perimeter to 35 feet. For reference, the R-2 District has a minimum rear yard setback requirement of 15 feet: the applicant has extended this rear yard setback by an additional 20 feet, which will also aid in noise reduction and preservation of naturalized areas. We find that the applicant generally complies with this provision.

- D. *Environment.*** *The natural features of the subject property shall only be cleared or altered to the extent necessary to accommodate site design elements, particularly where the natural features assist in preserving the general character of the area.* The applicant proposes significant alterations to the existing parcel in terms of site grading and clearing. However, we note that the applicant seeks to retain a buffer strip of natural vegetation around the periphery of the subject parcel. This buffer strip of natural features will further protect adjacent residential uses from the more densely proposed residential development.
- E. *Public facilities.*** *Adequate public and/or private infrastructure and services already exist or would be provided, and will safeguard the health, safety, and general welfare of the public.* The proposed residential condominium development will have public water and sanitary sewer mains extended into the subject site. The applicant proposes to connect to the existing public water main at the intersection of Meridian Avenue & Sunset Road. A proposed sanitary sewer main will provide service to the new development by use of an easement to connect into the existing sewer along Stadium Drive. Upon evaluation, adequate public and/or private infrastructure and services already exist or would be provided to the site.



- F. **Specific Use requirements.** *The Special Use development requirements of Article 49.* Upon review of Article 49, we do not find that any additional provisions are subject to this proposal. Therefore, we find this this requirement is not applicable.

## RECOMMENDATIONS

The applicant is proposing the construction of 66 condominium units (33 duplex buildings) on 17.48 acres of land. We recommend approval of the Special Use, finding that the proposed project aligns with the intent of the Master Plan and Zoning Ordinance, for the following reasons:

1. The 2017 Master Plan Update, Future Land Use, classifies the subject parcel as split between low-density residential and local commercial. Additionally, the Master Plan indicates the low-density residential (LDR) designation as the majority of neighborhoods in the Township and that many LDRs were developed years ago. The Master Plan further states *“new development has occurred around these neighborhoods that is not consistent with single-family development. When this occurs, it is essential that adequate buffers and protection are provided to ensure the neighborhood is insulated from the effects of the adjacent uses”* (page 64, left column). Based on the applicant providing a 35-foot-wide natural vegetation buffer between the proposed development and existing residential uses to the east, we find that adequate buffers and protection have been provided.
2. Details pertaining to adverse impacts, such as loss of natural features and vehicle trip generation, have been considered by the applicant. The increase of a 35-foot-wide natural buffer, from a previous 20 feet, further assists in the mitigation of adverse impacts on adjacent residential uses.
3. The site development plan meets the requirements of the Oshtemo Township Zoning Ordinance as it pertains to Article 42 – Residential Condominium Development Standards.
4. Phase II, consisting of 9 duplex buildings (18 units total), will not be implemented until a secondary access point is created.

Respectfully submitted,

**McKENNA**

Paul Lippens, AICP, NCI  
Vice President

Kyle Mucha, AICP  
Senior Planner

CC: Iris Lubbert, AICP, Oshtemo Planning Director



# MCKENNA

March 16, 2023

Charter Township of Oshtemo  
7275 West Main Street  
Kalamazoo, MI 49009

**Subject:** Sunset Pointe Condominiums – Meridian Avenue – Site Plan Review  
**Location:** Meridian Avenue (Parcel #05-26-460-021) & Sunset Road  
**Zoning:** R2, Residence District  
**Applicant(s):** Scott Carlson, Sunset Point Condominiums, LLC  
**Owner(s):** Scott Carlson, Sunset Point Condominiums, LLC

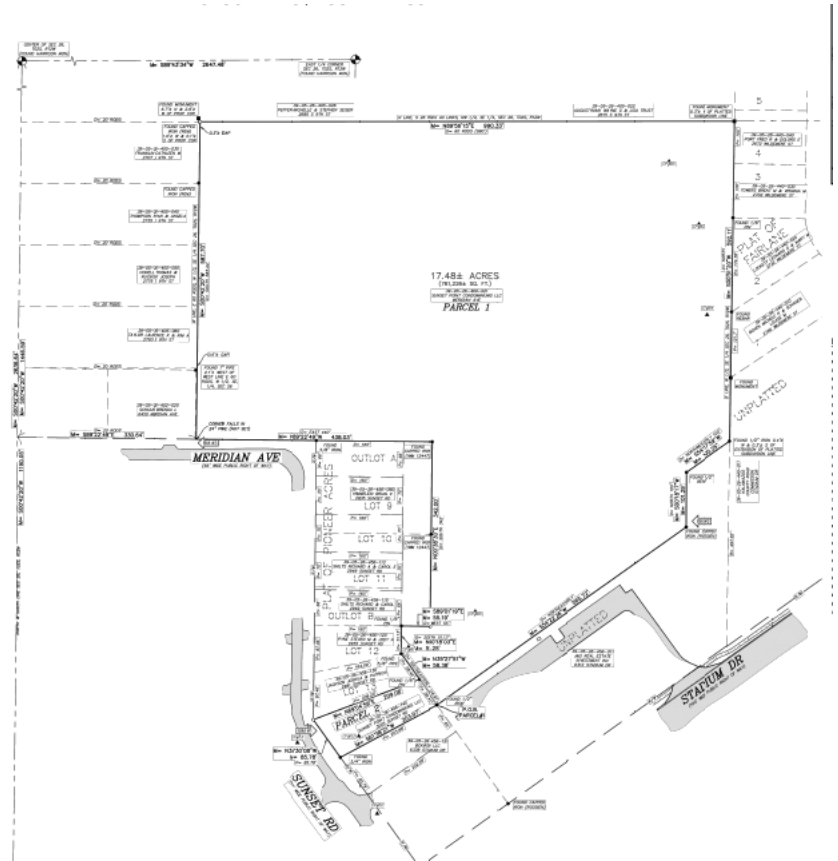
On behalf of the Charter Township of Oshtemo Planning Department, McKenna has reviewed the above-referenced site condominium application for a proposed 33 duplex building (66 unit), club house, community pool and associated parking lot within the residential development located at the intersection of Meridian Avenue & Sunset Road. We offer the following comments and findings for your consideration. This review is based on the revised site plan dated February 24, 2023.

## SITE DESCRIPTION

The site is approximately 17.48-acres and has frontage along the north side of Meridian Avenue. The site is predominately wooded with no apparent existing facilities or structures established. The applicant proposes to construct 24 duplex buildings (48 units total) in the first phase, and an additional 9 duplex buildings (18 units total) in the second phase once a secondary road has been constructed. The total unit count is proposed to be 33 duplex buildings (66 units) once the property is fully built out. A club house, pool and associated parking lot are also proposed within the residential development in the first phase. The graphic to the right (provided by the applicant via their proposed site plan) outlines the proposed project boundaries.

## REVIEW COMMENTS

The following review comments are based on the submitted site plan of February 24, 2023.



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Items that require additional follow up are underlined.

### **Development Standards (§42.30)**

The proposed development meets the intent of the R-2, Residence District Statement of Purpose (§7.10), which “this district classification is designed as a suburban residential district to permit greater density of residential development than is provided in the rural districts of the Township”.

- a. *Density. The overall density of a condominium development shall be 4 dwelling units per acre in the R-2 District.* The applicant proposes a total of 66 units on 17.48 acres. Based on the total acreage of the site, the applicant is permitted 69 units. The applicant meets this requirement.
- b. *Units per Building. A two-unit building shall be permitted in the R-2 District.* The proposed site plan and application indicate a total of 33 buildings to achieve a total unit count of 66. This requirement is met.
- c. *Height. No unit shall be taller than two stories or 25 feet in height.* The applicant has provided a proposed rendering of the condominium design and stated that buildings will be under 25 feet in height; however, no detailed elevations have been provided to ensure this provision has been met. The applicant shall submit detailed elevation drawings, including the proposed building heights, to the Township for review and approval.
- d. *Interior Transportation Network.*
  1. *The condominium development and all associated units shall be serviced by an interior transportation network, which can consist of public roads, private streets or private drives. No use within the condominium shall front or gain direct access from an off-site road network.* The applicant indicates the road network will be private, as indicated on sheet C200 of the proposed site plan.

**Meridian and Sunset:** The Road Commission of Kalamazoo County has indicated to Oshtemo Planning staff that the primary access to the site development can be permitted as a commercial drive. The proposed general design has been preliminary approved by the Road Commission, however further review will be required prior to permit approval. We find that the applicant meets the intent of this provision, subject to full authorization by the Road Commission of Kalamazoo County.

2. *Public roads must meet all of the requirements of the Road Commission of Kalamazoo County.* This is not applicable as the applicant proposes to construct private roadways within the condominium development. However, it should be noted that at the time that the development connects directly to Stadium Drive, at minimum Nightfall Street, the north south road is intended to become public. The Township is interested in further partnership with the applicant to *encourage* efficient conversion roadways from private to public once the connection to Stadium Drive commences. The submitted plans show the proposed private roadway cross sections meet Road Commission standards.
3. *If the interior transportation network is private streets, they shall be built in conformance to the standards and requirements of Section 49.200 of the Zoning Ordinance.* This section requires that “Private streets shall be constructed to Kalamazoo County Road Commission standards with the exception of the width of the pavement, easement, curb and gutter and clearing requirements...” The



applicant has gone beyond the minimum requirements of this section; the submitted plans show the proposed private roadway cross sections meet *Road Commission* standards for public roads. Therefore, this requirement has been satisfied. Further, in accordance with Section 49.200.D.2., “all private two-way interior streets shall have a paved driving surface with a minimum width of 24 feet, exclusive of parking area.” The applicant proposes a width of 28 feet from the back edge of curb to back-edge of curb, which does not permit on-street parking. It is recommended that signage be added to the roadway indicating no parking. In addition, language nothing this should be added into the Master Deed that prohibits on-street parking.

4. *Private drives must be two-way with a minimum surface width of 24 feet exclusive of any area used for parking. All drives shall be paved with asphalt or other hard surface material.* The applicant proposes to construct private roadways with a width of 24 feet, as measured from edge to edge. The site plan also indicates a private right-of-way width of 66 feet.
5. *For condominium developments with 50 or more units, at least two primary points of ingress or egress must be provided.* The applicant has provided further clarification regarding this provision requirement: the plan as submitted is for two phases, which includes constructing 48 units in phase 1, until a secondary access has been constructed. Any future expansion beyond 48 units, implementation of phase 2, would require secondary access, which the applicant has acknowledged. When the applicant seeks to construct phase 2, and increase the unit count above 48, construction of a secondary access road will be required. Review of such secondary access would be reviewed in tandem with the proposed site expansion.

While it has been observed that two of the proposed roadway extensions will be constructed in the initial design as cul-de-sacs, the site plan has been amended to show a dedicated easement for future roadway connection at the north-eastern portion of the subject site and the southeastern portion with the intent to connect to Stadium Drive.

6. *When an interior drive would service as a connecting link between different land ownerships or different public roads, either currently or within the foreseeable future, it shall, regardless of whether it is a public or private road, be constructed in accordance with the public road specifications of the Road Commission of Kalamazoo County and be located upon a reserved right-of-way of not less than 66 feet in width.* The applicant has shown a potential future connection, located in the northeast portion of the proposed site, with a right-of-way width of 66 feet. Additionally, the proposed site has a possible future connection listed onto Stadium Drive. The applicant has made note of a dedicated easement for future roadway connection at the southern portion of the subject site.

e. *Nonmotorized Transportation.*

1. *Sidewalks. Sidewalks shall be provided on both sides of any transportation network within the condominium development.* The applicant proposes to construct five (5) foot wide concrete sidewalks on both sides of the private road network within the development. We find that this requirement is met. Further, the applicant has provided a sidewalk connection from the proposed clubhouse/pool that ties directly into the sidewalk network.





2. *Nonmotorized facilities. If the Township has planned a nonmotorized trail/path through an approved nonmotorized plan, the condominium development must include their portion of the trail/path within the development.* In accordance with the “Go! Green Oshtemo” plan, a nonmotorized trail system is proposed along 9<sup>th</sup> Street, located west of the subject site. The subject site is not adjacent to the proposed nonmotorized trail. We find that this section is not applicable to the proposed condominium development.
3. *Reduction of sidewalk / driveway conflicts.* The applicant has provided dimensions that indicate a 30-foot separation distance between the front edge of the garage/dwelling unit and the internal sidewalk. We find this design style acceptable, however have encouraged the applicant to seek alternatives, such as alleyways or rear-load garages to further reduce potential conflict between sidewalks and driveways.

### Open Space

1. *At least 10 percent of the total condominium project must be dedicated as common open space.* The applicant proposes to provide a total of 151,920 square feet (20%) of the site as open space. The common open space is proposed to be included within the site’s Master Deed.
2. *Dedicated common open space shall be easily accessible to residents of the condominium, including both visual accessibility from the residential units as well as pedestrian linkages through sidewalks and/or trails.* Portions of the proposed open space may be accessible by adjacent sidewalks. The amended site plan shows pool/club house connection via a sidewalk between Duplex 21 & Duplex 22, which further connects to the interior pedestrian system along Daybreak Avenue.
3. *Any structures, which are accessory to the community open space, may be provided in accordance with the approved Site Plan. These accessory structures, such as gazebos, pool house, play equipment, etc., shall not exceed, in the aggregate, one percent of the dedicated common open space.* The applicant proposes a pool/club house of 576 square-feet, and an attached covered patio of 480 square-feet. Based on the proposed open space calculation of 151,920 square-feet, we find that the proposed pool/club house and associated attached covered patio does not exceed the limit provided within this section.
4. *Dedicated common open space shall be under common ownership or control, through the homeowner’s association of the condominium. Sufficient documentation of ownership or control in the form of agreements, contracts, covenants, and/or deed restrictions shall be provided to the Township.* A draft Master Deed has been submitted for consideration by the Township legal counsel.
5. *Dedicated common open space shall be set aside through an irrevocable conveyance, approved by the Planning Commission, that assures protection from development, except as outlined in the approved Site Plan. Such conveyance may be a recorded deed restriction, covenants, or conservation easement and shall provide for maintenance to be undertaken by the Township in the event that the dedicated open space is inadequately maintained or is determined by the Township to be a public nuisance, with the assessment of costs upon the open space ownership.* The applicant has submitted a draft of the Master Deed which dedicates common open space.



- f. *Utilities. Public water and sanitary sewer shall be provided as part of the development. All private utilities shall be placed underground.* The applicant proposes both public water and sanitary sewer. Final watermain design and permitting must be reviewed and approved by all appropriate agencies (City of Kalamazoo; Department of Environment, Great Lakes and Energy – EGLE; Oshtemo Township Public Works; Oshtemo Township Fire Department). Further coordination with the Township will be required due to an upcoming sewer construction project proposed on Meridian.
- g. *Master Deeds and Bylaws. Language shall be included in the master deed and bylaws indicating that common elements are to be properly and adequately maintained and that failure to do so will permit the Township to intervene, make the necessary improvements and ensure adequate maintenance, through an assessment to the property owners.* A draft Master Deed has been provided for review by the Township. There appears to be language within the Master Deed (Article 8) that addresses this requirement.

**Approval Process (§42.40)**

- a. *Special exception use. An application for a condominium project shall be made in accordance to the procedures for a Special Use set forth in Article 65 and the requirements outlined herein.* The special land use (special use exemption) will be reviewed in a secondary memorandum.

**Setback Provisions (§50.60)**

The applicant proposes the following building setbacks:

<b>Building Setbacks (R-2 District)</b>	<b>Required</b>	<b>Proposed</b>
<i>Front:</i>	30'	30'
<i>Side:</i>	10'	10'
<i>Rear:</i>	15'	15'

The submitted site plans, dated February 24, 2023, appears to meet the setback provisions of Section 50.60 of the Township Ordinance.

**Landscaping (§53.10)**

In accordance with the provisions set forth in Article 53 of the Oshtemo Township Zoning Ordinance, landscaping elements are required as follows:

- 1. Street Rights-of-Way Greenbelts.
  - a. *Greenbelts shall be 20 feet wide along public rights-of-way and 15 feet wide along private rights-of-way, measured from the right-of-way line.* The site plan shows a greenbelt area between the right of way line towards the principal dwellings (duplexes) that measures a total of 30 feet. The



applicant proposes ground cover between the street curb and the front of the dwellings. We find this provision can be met based on the submitted site plan.

- b. *The greenbelt shall be landscaped with a minimum equivalent of one (1) canopy tree and two (2) understory trees for every 100 linear feet, or fraction thereof, of frontage abutting a street right-of-way. One (1) canopy tree and two (2) understory trees are required for both sides of the roadway. Driveway openings shall not be deducted from the linear frontage calculation.*

Because of the concentration of required trees in a relatively small area, staff recommends that the applicant seek a modification from the landscaping requirement (Section 53.160) of one (1) canopy tree and two (2) understory trees to two (2) canopy trees per 100 feet of linear frontage. Staff finds that the installation of one (1) canopy trees and two (2) understory trees per 100 feet of linear frontage would not promote the safe and healthy growth of said trees. In addition, due to the dwelling layouts, including driveway locations, the trees would need to be “clustered” which would ultimately lead to root competition between trees and competition between the foliage canopy once mature.

The applicant has provided a response, dated December 23, 2022, indicating their desire to install two (2) canopy trees per 100 feet of linear frontage. The revised landscaping plan, dated February 24, 2023, depicts the installation of the requested two (2) canopy trees per 100 feet of linear frontage across the subject site. Staff feels that this modification is appropriate and recommends the Planning Commission approve the requested modification. This recommendation is further supported by Section 290.008.K.1 (Subdivision/Site Condominium Ordinance) which requires one (1) canopy tree be planted for every 50 feet of road frontage: this request would be consistent with other development types within the Township. Planning Commission approval for such a modification will be required OR full compliance with the landscaping regulations will need to be met. Further, while the submitted site plan shows landscaping elements near the entryway to the development and around the pool/club house, landscaping is not required in these two areas.

2. Tree species names have been included on sheet C500 and includes the installation of Sugar Maple and Tulip. We find that the proposed landscaping species for trees is acceptable.
3. Canopy trees must be 2” caliper minimum at time of planting. The revised site plan notes trees to be 2” caliper.

### **Lighting (§54.10)**

The applicant has indicated that “street lighting shall meet Township standards”. The approximate location of street lighting has been included on the updated site plans. The applicant has indicated that the lighting will meet Consumers Energy typical standards. We encourage the applicant to work with the Department of Public Works and Consumers Energy as it relates to street lighting placement.

### **Parking (§52.100)**

**Club House/Pool House Parking:** The necessary parking for this structure would be determined using the ‘Private Clubs and Lodges’ designation which is “1 space for each 3 persons allowed within the maximum occupancy load as established by the Township building code” (52.100). To calculate the maximum occupancy



established by the Township's building code the attached excerpt from the Michigan Building Code is used – the “assembly without fixed seats” category is the most appropriate. The assumption is that this would fall under the ‘unconcentrated (tables and chairs)’ category which would allow 1 occupant for every 15 sqft of net floor area. The net floor area for the proposed pool house is 368 sqft (23’ x 16’ per the provided floor plan). This means that this pool house has a max occupancy of 24. Eight parking spaces are required: the site plan shows eight spaces, which includes one barrier-free space.

**Duplex Parking:** Section 52.100 requires 2.5 parking spaces per dwelling unit. The submitted renderings note a two (2) vehicle garage, along with vehicle parking areas between the edge of the sidewalk and dwelling, dimensioned at 30 feet. Based on the two (2) vehicle garage and exterior parking area, we find that the applicant meets the intent of the off-street parking provision.

### Other comments

1. We understand that communication between the development and the United States Postal Service (USPS) regarding individual mail receptacles or centralized locations has commenced. Based on supporting documentation by the applicant, a centralized mail location near the clubhouse has been approved by the United States Postal Service.
2. *Provide a clear timeline/trigger for the implementation of the proposed phases. For clarity/tracking, add the phasing plan onto the plan set.* The applicant has responded to this comment indicating the following: “Phase 1 will commence construction after approvals are granted. Phase 2 is not to be considered with this review and is only shown for reference. Phase 2 plans will be submitted after a second road connection is extended to this property from the north or south.”
3. At the time that the development connects directly to Stadium Drive, at minimum Nightfall Street, the north south road shall become public. The Township is open to coordinating.

## **OTHER AGENCY REVIEWS**

### **Oshtemo Township Fire Department**

The Oshtemo Township Fire Department has provided the following comments:

1. The intersection at Sunset and Daybreak Ave shall meet the requirements for hammerhead turn-around for fire department access. An additional 25 feet to the north is needed. This could be accomplished temporarily with a gravel surface that would support the imposed loads of the fire apparatus. Although the response note indicates this, it has not been noted on the sheet C-200 to indicate they are intending to complete this.

### **Oshtemo Township Engineer**

The Township Engineer, Ryan Russell, P.E. of Prein & Newhof, and Anna Horner, Oshtemo Township Director of Public Works, have provided the following comments for this project.

1. **Sanitary Sewer:**



- a. Duplex #1 has unnecessarily long sewer leads and do not follow best practices for alignment. The sanitary sewer main shall be extended to begin farther south on Sunset Drive and needs an additional manhole. The leads shall be as short and direct as possible. Further coordination with Oshtemo Township will be required.

2. **Water Mains:**

- a. Final watermain design and permitting must be reviewed and approved by all appropriate agencies including but not limited to the City of Kalamazoo – Water Resources Division, Department of Environment, Great Lakes and Energy (EGLE), Oshtemo Township Public Works and Oshtemo Township Fire Department. The final design and approvals will supersede phasing proposed by the Developer and a part of the Planning Commission approval.

### **Oshtemo Township Legal Counsel**

The Oshtemo Township Attorney (Legal Counsel) has made the following recommendation regarding the Master Deed:

*In order to maintain the integrity of the condominium development, I recommend an amendment to the Master Deed. Private roads need to be maintained, not only for ingress and egress of the residence, but for public safety, including police and fire access. Recommend amending Section 4.3(f) as to read as follows:*

*(f) The cost of maintenance, repair and replacement of the private roads described in Article IV Section 4.1(c) shall be borne by the Association. Should the Association fail to maintain, repair, or replace the private road described herein, when needed, Oshtemo Charter Township is authorized to notify the Association of its failure and direct the chair of the Association to appear at the next regularly scheduled Township Board meeting to present a plan of correction and completion of any needed maintenance, repair, or replacement of the private road. If the Association fails to present a correction plan or fails to complete the proper maintenance, repair or replacement of the private road in a timely fashion, the Township will perform the necessary maintenance, repair or replacement and assess the co-owners of each of the units in the condominium for the cost of such improvements.*

### **Road Commission of Kalamazoo County**

It is our understanding that the Road Commission of Kalamazoo County has indicated the access point to the site development can be classified as a commercial driveway. Further, the Road Commission has indicated that “if the applicant/developer wishes to convert this development to a public road in the future, the entire intersection will need to be reconstructed to meet current RCKC policies at that time before they would be accepted into the public road system. What has currently been submitted will not be approved as a public road”. Dialogue between the applicant and the RCKC is ongoing regarding permit issuance.

### **RECOMMENDATIONS**

Based on the submitted site plans, dated February 24, 2023, we find that the proposed Sunset Pointe Condominium Development can be recommended for approval to the Oshtemo Township Planning Commission, subject to the following conditions:



- a. Landscaping modification (per Section 53.160) is granted to permit the applicant to install two (2) canopy trees per 100 feet of road frontage, where a minimum of one (1) canopy and two (2) understory trees are required.
- b. The Master Deed is amended to include the language outlined in the Township Attorney report, noted in the previous section. In addition, “no on-street parking” language is added to the Master Deed.
- c. A final approval letter is submitted from the Road Commission for the primary entrance into the site.
- d. The intersection at Sunset & Daybreak Ave shall meet the requirements for hammerhead turn-around for fire department access. An additional 25 feet to the north is required. The applicant may accomplish this temporarily with a gravel surface that would support the imposed loads of the fire apparatus. An amended plan showing this turn-around shall be submitted to the Township for administrative approval.
- e. Administrative coordination with Oshtemo Township regarding the sanitary sewer design.
- f. Final watermain design and permitting must be reviewed and approved by all appropriate agencies including but not limited to the City of Kalamazoo – Water Resources Division, Department of Environment, Great Lakes and Energy (EGLE), Oshtemo Township Public Works and Oshtemo Township Fire Department. The final design and approvals will supersede phasing proposed by the Developer and a part of the Planning Commission approval.
- g. Further specifications regarding phase 2 will need to be submitted for review when a secondary road access is constructed for the property.
- h. Building renderings and elevations shall be submitted to the Township for review & approval prior to building permit issuance.

Should you have any questions regarding this review, please feel free to contact us.

Respectfully submitted,

**McKENNA**

Kyle Mucha, AICP  
Senior Planner

Paul Lippens, AICP, NCI  
Vice President

CC: Iris Lubbert, AICP – Oshtemo Township Planning Director



7275 W. Main Street, Kalamazoo, Michigan 49009-9334  
Phone: 269-216-5223 Fax: 269-375-7180

**PLEASE PRINT**

**PROJECT NAME & ADDRESS** SUNSET POINTE CONDOMINIUMS - MERIDAN AVENUE

**PLANNING & ZONING APPLICATION**

Applicant Name : SCOTT CARLSON  
Company SUNSET POINT CONDOMINIUMS LLC  
Address 6146 W MAIN STREET, STE E,  
KALAMAZOO, MI 49009  
E-mail SCOTTCARLSON@TEAMCARLSONREALTORS.COM  
Telephone 269-353-4700 Fax \_\_\_\_\_  
Interest in Property OWNER

THIS  
SPACE  
FOR  
TOWNSHIP  
USE  
ONLY

Fee Amount \_\_\_\_\_  
Escrow Amount \_\_\_\_\_

**OWNER\*:**

Name SAME AS APPLICANT  
Address \_\_\_\_\_  
Email \_\_\_\_\_  
Phone & Fax \_\_\_\_\_

**NATURE OF THE REQUEST:** (Please check the appropriate item(s))

- |  |   |
|--|---|
| <input type="checkbox"/> Planning Escrow-1042                  | <input type="checkbox"/> Land Division-1090           |
| <input type="checkbox"/> Site Plan Review-1088                 | <input type="checkbox"/> Subdivision Plat Review-1089 |
| <input type="checkbox"/> Administrative Site Plan Review-1086  | <input type="checkbox"/> Rezoning-1091                |
| <input checked="" type="checkbox"/> Special Exception Use-1085 | <input type="checkbox"/> Interpretation-1082          |
| <input type="checkbox"/> Zoning Variance-1092                  | <input type="checkbox"/> Text Amendment-1081          |
| <input type="checkbox"/> Site Condominium-1084                 | <input type="checkbox"/> Sign Deviation-1080          |
| <input type="checkbox"/> Accessory Building Review-1083        | <input type="checkbox"/> Other: _____                 |

**BRIEFLY DESCRIBE YOUR REQUEST** (Use Attachments if Necessary): \_\_\_\_\_

24 DUPLEX BUILDINGS (48 UNIT) CONDOMINIUM DEVELOPMENT

Phase I

**LEGAL DESCRIPTION OF PROPERTY (Use Attachments if Necessary):**

SEE PLANS

**PARCEL NUMBER:** 3905- 26-460-021

**ADDRESS OF PROPERTY:** MERIDIAN AVENUE

**PRESENT USE OF THE PROPERTY:** VACANT

**PRESENT ZONING** R-2 **SIZE OF PROPERTY** 17.14 ACRES

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS  
HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)	Address(es)
<u>(A) Scott Carlson</u>	<u>6146 W. Main St., Kal, MI</u>
<u>Syed Hasan</u>	<u>5028 Forest River Way, Portage MI</u>
<u>John L Hubbard</u>	<u>7694 Corners Cove, Kal, MI</u>

**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) acknowledge that we have received the Township's Disclaimer Regarding Sewer and Water Infrastructure. By submitting this Planning & Zoning Application, I (we) grant permission for Oshtemo Township officials and agents to enter the subject property of the application as part of completing the reviews necessary to process the application.*

(A) Scott Carlson  
**Owner's Signature** (\* If different from Applicant)

4/13/22  
**Date**

(A) Scott Carlson  
**Applicant's Signature**

4/15/22  
**Date**

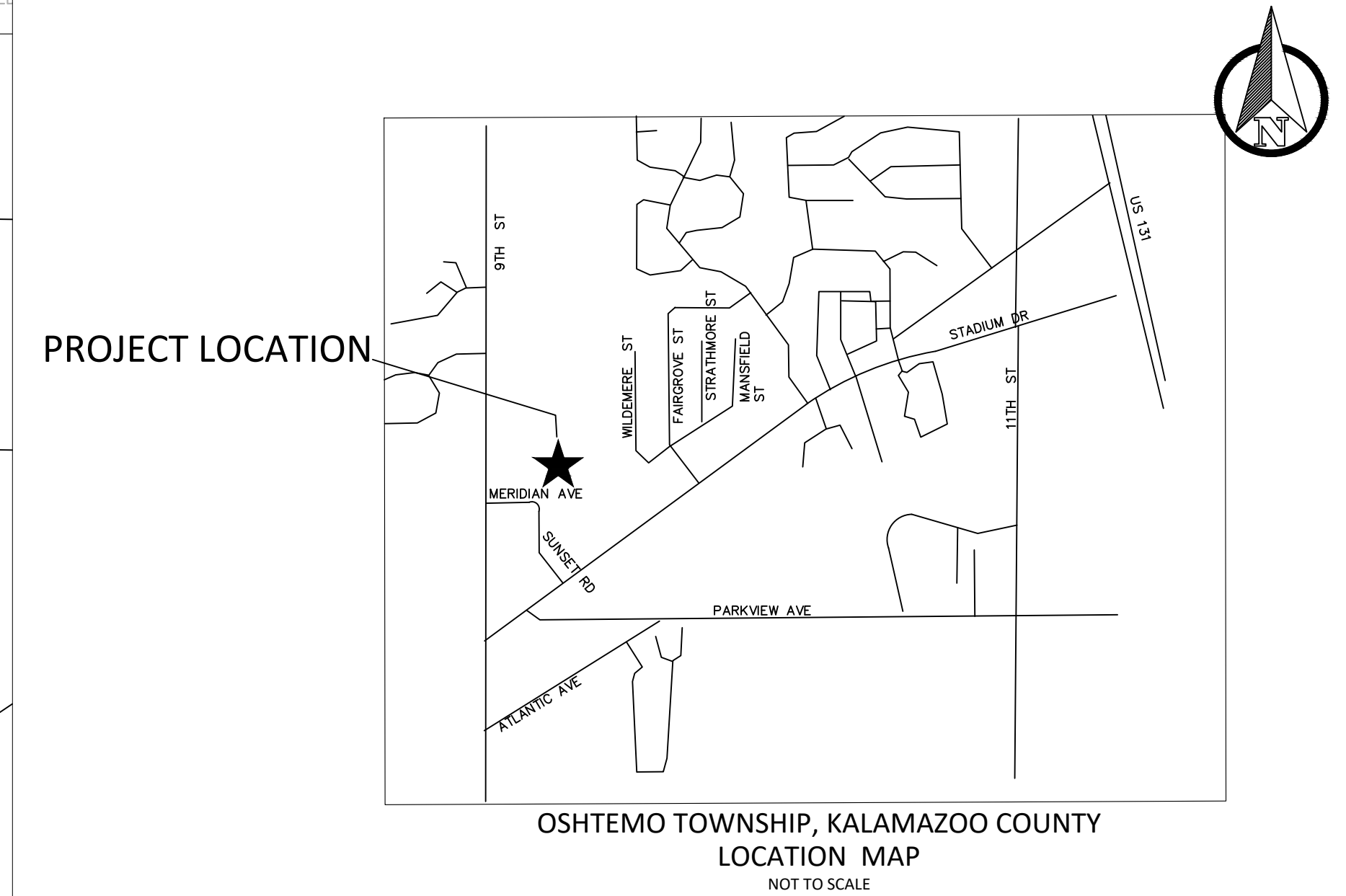
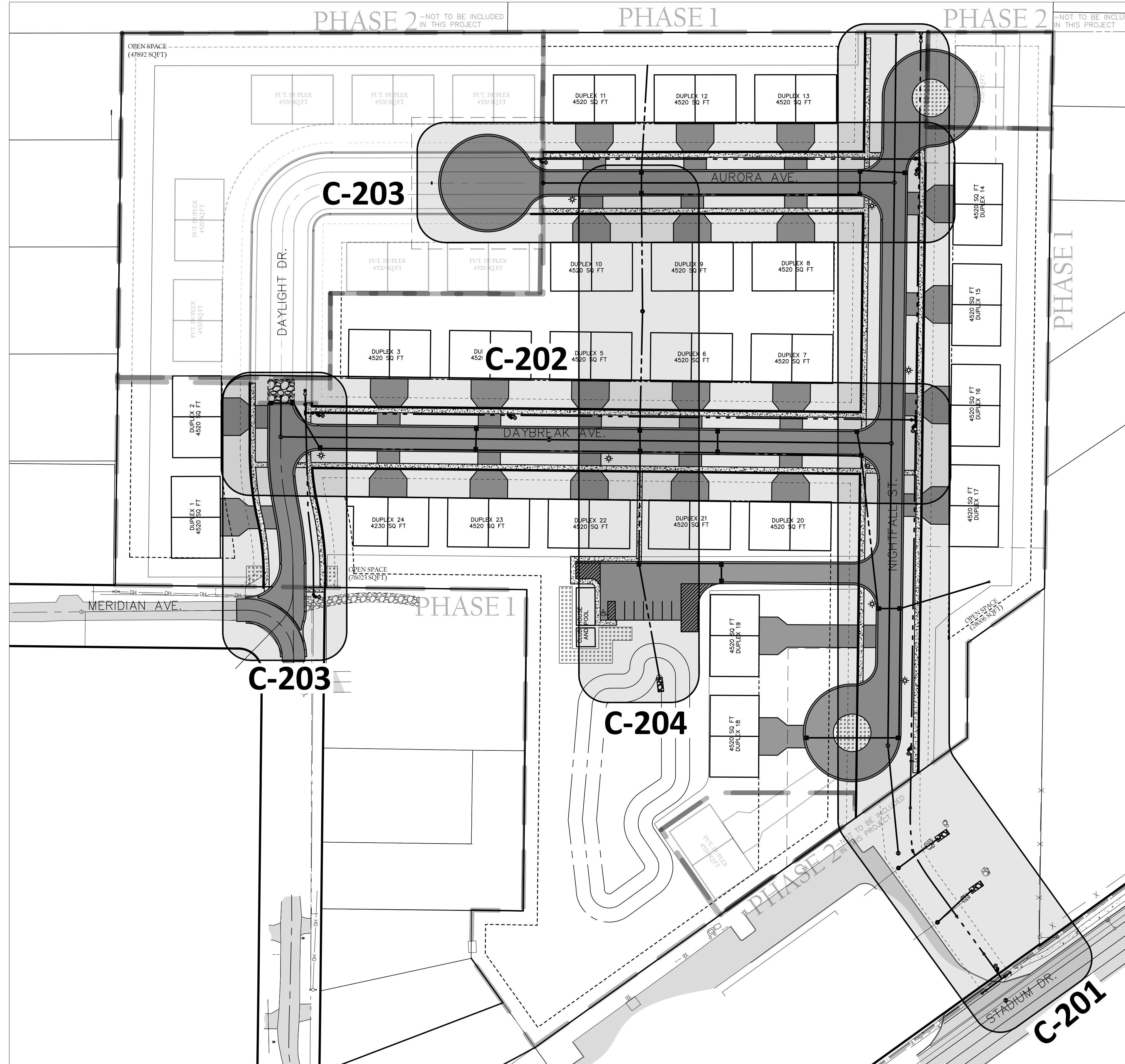
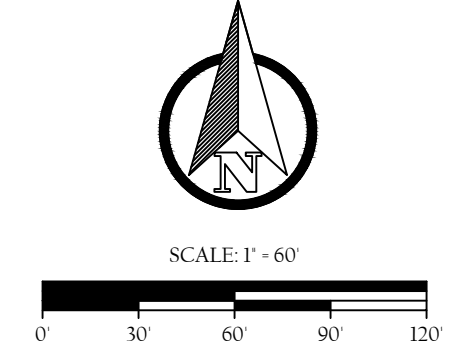
- Copies to:
- Planning -1
- Applicant -1
- Clerk -1
- Deputy Clerk -1
- Attorney-1
- Assessor -1
- Planning Secretary - Original

\*\*\*\*

**PLEASE ATTACH ALL REQUIRED DOCUMENTS**



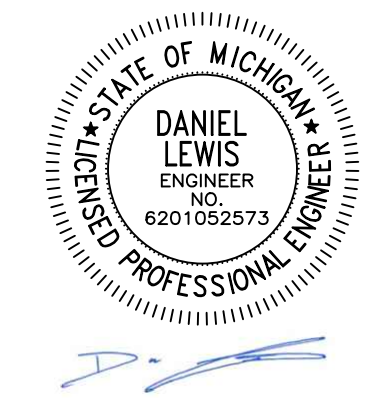
# OSHTEMO TOWNSHIP KALAMAZOO COUNTY, MICHIGAN SUNSET POINTE CONDOMINIUMS



PLAN INDEX	
SHEET No.	DESCRIPTION
COVER	TITLE SHEET
C-100	SURVEY/ EXISTING CONDITIONS
C-101	SURVEY/ EXISTING CONDITIONS
C-102	SURVEY/ EXISTING CONDITIONS
C-200	SITE PLAN
C-201	PLAN & PROFILE NIGHTFALL STREET
C-202	PLAN & PROFILE DAYBREAK AVENUE
C-203	PLAN & PROFILE SUNSET ROAD & AURORA AVENUE
C-204	PLAN & PROFILE STORM SEWER
C-300	SECC & GRADING PLAN
C-400	DETAILS
C-401	INTERSECTION DETAILS
C-500	LANDSCAPING PLAN

**OWNER**  
SUNSET POINT CONDOMINIUMS LLC  
6146 E MAIN ST, STE E  
KALAMAZOO, MICHIGAN 49009  
269-353-4700

**DESIGN ENGINEER**  
VK CIVIL  
DAN LEWIS, P.E.  
4664 CAMPUS DR, STE 111  
KALAMAZOO, MICHIGAN 49008  
269-697-7120 DAN@VKCIVIL.COM



Know what's below.  
Call before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

NO.	DATE	REVISION	BY
6	08/29/2022	TOWNSHIP COMMENTS	MDS
7	10/26/2022	SITE PLAN SUBMITTAL	MDS
8	11/05/2022	OWNER REVIEW	MDS
9	11/16/2022	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS
10	12/23/2022	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS
11	02/24/2023	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS

OSHTEMO TOWNSHIP  
KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
COVER SHEET

**VK CIVIL** Vriesman & Korhorn  
Byron Center, MI (616) 277-2185  
Kalamazoo, MI (269) 697-7120  
www.VKcivil.com

FILE NO. 1012  
CHECKED DGL  
Sheet No. COVER

# TOPOGRAPHIC / BOUNDARY SURVEY

SCHEDULE "A" LEGAL DESCRIPTION  
 FROM: NATIONS TITLE AGENCY OF MICHIGAN, INC  
 COMMITMENT NO.: 19M100812 (EFFECTIVE DATE: APRIL 02, 2019)

TOWNSHIP OF OSHTEMO, COUNTY OF KALAMAZOO, AND STATE OF MICHIGAN:

**PARCEL 1:**  
 BEGINNING NORTHEAST CORNER LOT 16, PIONEER ACRES, THENCE NORTHEASTERLY PARALLEL NORTHERLY LINE WEST MICHIGAN AVENUE TO POINT 100 FEET SOUTHWESTERLY OF EAST 1/8 LINE THENCE NORTH PARALLEL SAID 1/8 LINE 100 FEET, THENCE NORTHEASTERLY PARALLEL NORTHERLY LINE SAID AVENUE, 100 FEET TO EAST 1/8 LINE, THENCE NORTH THERON TO NORTH LINE SOUTH 26 RODS 40 LINKS NORTHWEST 1/4 SOUTHEAST 1/4, THENCE WEST ON SAID NORTH LINE 80 RODS, THENCE SOUTH PARALLEL NORTH AND SOUTH 1/4 LINE 583.44 FEET TO NORTH LINE MERIDIAN AVENUE, THENCE EAST ALONG NORTH LINE PIONEER ACRES PLAT AND EXT EAST 440 FEET, THENCE SOUTH PARALLEL TO AND 55 FEET EAST OF EAST LINE LOTS 9, 10 AND 11 OUTLOTS A AND B 342 FEET WEST 55 FEET TO EAST LINE SAID PLAT, THENCE SOUTH 51.13 FEET, THENCE SOUTHEASTERLY 116.97 FEET TO BEGINNING.

**PARCEL 2:**  
 LOT 14 OF PIONEER ACRES, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 19 OF PLATS, PAGE 40, KALAMAZOO COUNTY RECORDS BEING THE SAME PROPERTY CONVEYED TO TRINITY ENTERPRISES, INC. RESTATED DEFINED BENEFIT PENSION PLAN BY DEED DATED 12-31-90 AND RECORDED 11-1-91 IN DEED BOOK 1527, PAGE 733, IN THE OFFICE OF THE RECORDER OF KALAMAZOO COUNTY, MICHIGAN.

SCHEDULE B-II EXCEPTIONS  
 FROM: NATIONS TITLE AGENCY OF MICHIGAN, INC  
 COMMITMENT NO.: 19M100812 (EFFECTIVE DATE: APRIL 02, 2019)

NO SCHEDULE B-II EASEMENTS PRESENT IN TITLE WORK

### BENCHMARK DATA

NAVD '88 AS DERIVED FROM GPS OBSERVATIONS UTILIZING VRS CONUS 12B

**BM #1** EL= 960.80' (NAVD 88)  
 FOUND RAIL ROAD SPIKE IN FIRST UTILITY POLE SOUTH OF THE NORTH LOT LINE OF LOT 14, LOCATED 26' NORTHEAST OF THE CENTERLINE OF SUNSET ROAD AND 164' NORTHWEST OF THE CENTERLINE OF THE NORTH DRIVEWAY TO BUILDING #6338.

**BM #2** EL= 954.76' (NAVD 88)  
 60D NAIL ON THE SOUTHWEST SIDE OF 12" PINE TREE, LOCATED 245' NORTHEAST OF THE CENTERLINE OF STADIUM DRIVE AND 245' NORTHEAST OF THE NORTHEAST CORNER OF BERKSHIRE HATHAWAY BUILDING.

**BM #3** EL= 952.08' (NAVD 88)  
 SET 60D NAIL ON THE SOUTH SIDE OF POWER POLE, LOCATED 21' NORTH OF THE CENTERLINE OF MERIDIAN AVENUE AND 333' EAST OF THE CENTERLINE OF SOUTH 9TH STREET.

### SURVEYOR'S NOTES

- UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL FIELD MEASUREMENTS AND AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA.
- NOTE TO CONTRACTORS: THREE WORKING DAYS BEFORE YOU DIG - CALL MISS DIG AT 811.
- CONTOUR INTERVAL = 1 FOOT.
- THE FIELD WORK WAS COMPLETED ON MARCH 14, 2022.
- THERE APPEARS TO BE A GAP IN DESCRIPTIONS BETWEEN ADJACENT PARCELS ALONG 9TH STREET AND WEST LINE OF SUBJECT PARCEL.

### SURVEY CONTROL

POINT NUMBER	NORTHINGS (ASSUMED)	EASTINGS (ASSUMED)	ELEVATION (NAVD 88)
50	10099.9648'	9921.8228'	961.39'
51	9989.5080'	9731.0125'	963.01'
52	10243.5719'	9888.4877'	961.42'
53	10231.2809'	9775.4569'	960.00'
80	10474.0940'	10104.3640'	953.53'
81	10408.1120'	9879.2957'	954.57'
82	11191.2080'	10517.1340'	960.06'
83	11191.6050'	10768.3900'	953.53'
84	11023.4470'	10534.0000'	957.89'
85	11307.3320'	10462.2770'	960.96'

### STORM STRUCTURE DATA

- CB #1** - 4"Ø CONCRETE LEACHING BASIN  
 RIM 959.31  
 SUMP=951.36
- CB #2** - 2"Ø CONCRETE RIM 954.36  
 INV (SE) 12" RCP=950.58  
 SUMP=950.44
- MH #3** - 4"Ø CONCRETE RIM 955.06  
 UNABLE TO OPEN RIM  
 BOLTED SHUT
- CB #4** - 2"Ø CONCRETE RIM 953.03  
 INV (SSE) 12" RCP=948.31  
 SUMP=948.08
- MH #5** - 4"Ø CONCRETE RIM 953.80  
 UNABLE TO OPEN RIM  
 BOLTED SHUT

### SANITARY STRUCTURE DATA

- MH-A** - 4"Ø CONCRETE RIM 955.57  
 INV (NE) 18" RCP=947.77  
 INV (SW) 18" RCP=947.77  
 INV (N) 6" RCP=948.39
- MH-B** - 4" Ø BLOCK RIM 953.58  
 INV (NE) 18" RCP=945.68  
 INV (SW) 18" RCP=945.78  
 INV (S) 12" RCP=948.26

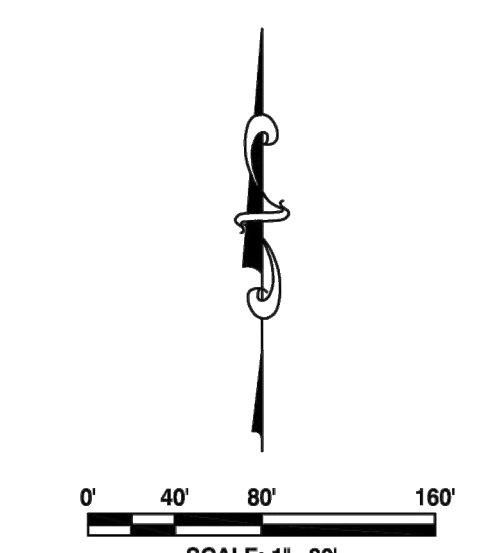
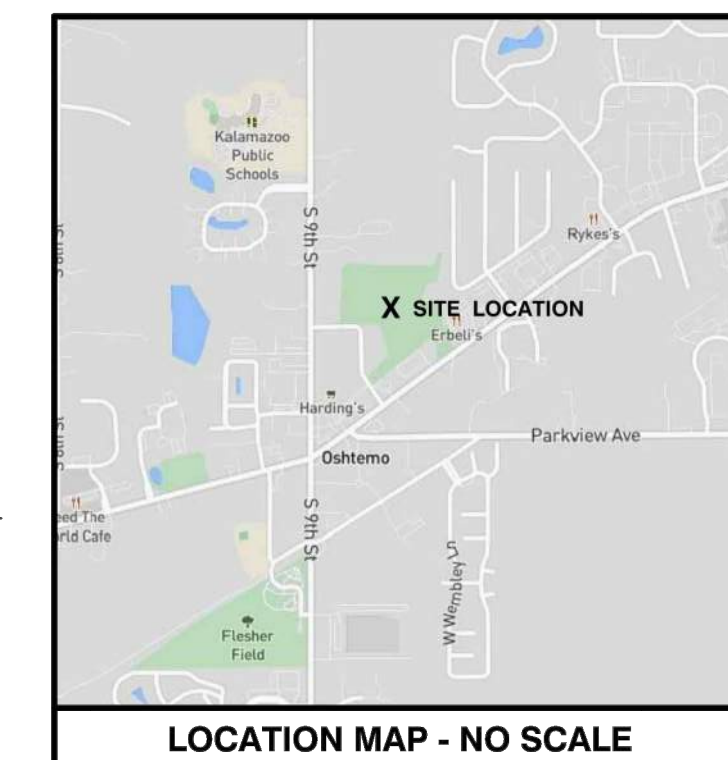
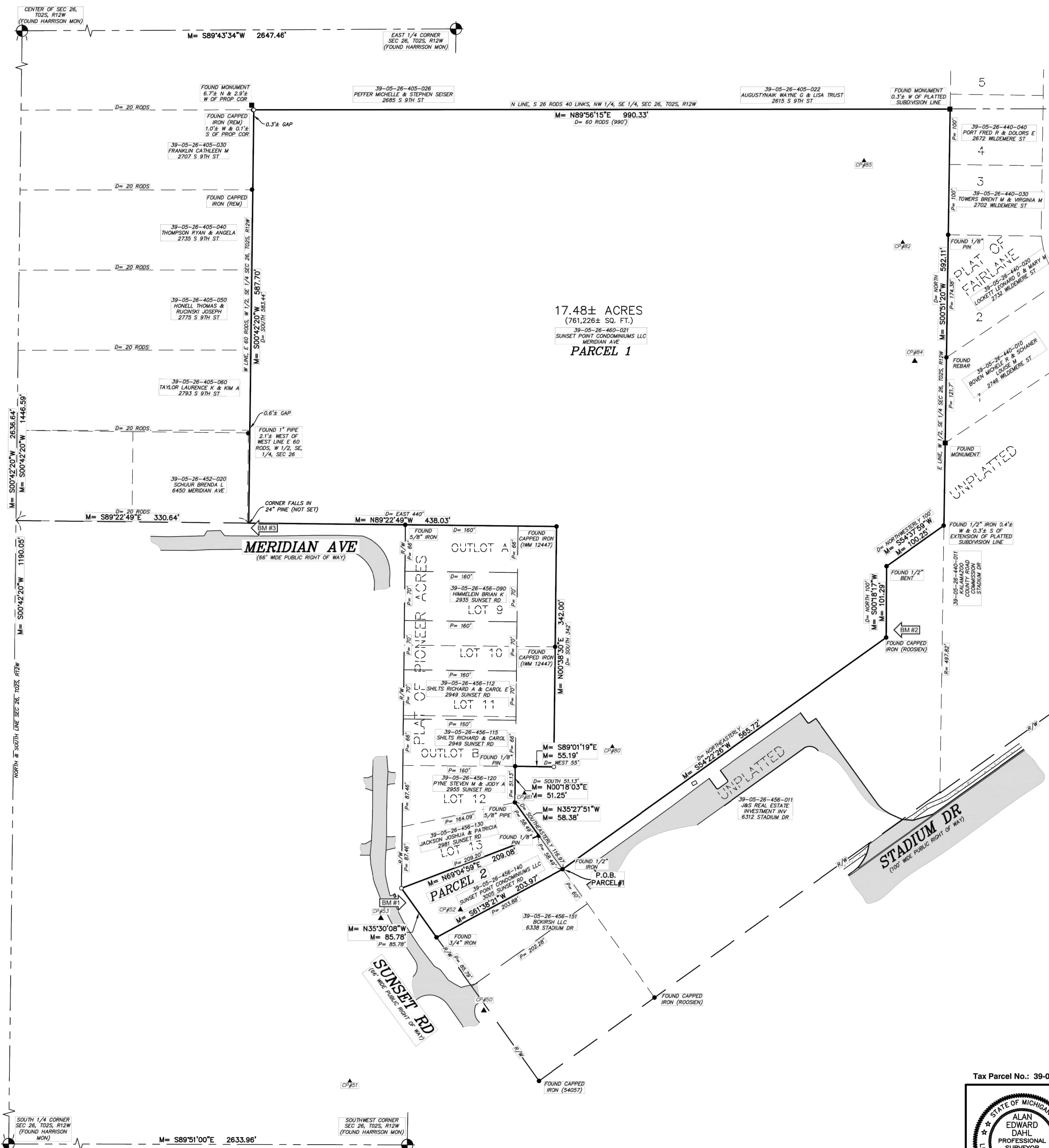
### MISS DIG INFORMATION

MISS DIG SURVEY TICKET # 2022011500040-000  
 (INCLUDES INFORMATION RECEIVED THROUGH 03/17/2022)

- SIGMA TECHNOLOGIES - 01/27/2022 (MAPS PROVIDED)
- CITY OF KALAMAZOO ENGINEERING DIVISION - 01/27/2022 (MAPS PROVIDED)
- AT&T - 02/01/2022 (MAPS PROVIDED)
- CHARTER COMMUNICATIONS - 01/20/2022 (MAPS PROVIDED)
- CONSUMERS ENERGY GAS - 01/19/2022 (RESPONSE RECEIVED - CLEAR)

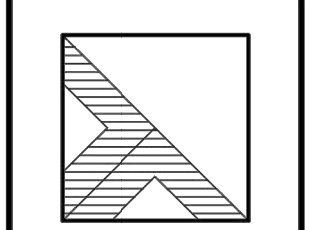


Know what's below.  
 Call before you dig.



### LEGEND

BENCHMARK	BM #1
MONUMENT FOUND	○
SET CAPPED REBAR #26995	●
FOUND IRON	▲
CONTROL POINT	△
PLATTED	▭
DESCRIBED	▭
MEASURED	▭
STORM SEWER MANHOLE	⊕
CATCH BASIN	⊕
SANITARY SEWER MANHOLE	⊕
FIRE HYDRANT	⊕
VALVE (WATER & GAS)	⊕
UTILITY RISERS	⊕
UTILITY POLE	⊕
LIGHT POLE	⊕
GUY ANCHOR	⊕
TRANSFORMER	⊕
HAND HOLE (ELECTRIC)	⊕
SIGN	⊕
BOLLARD POST	⊕
POST	⊕
GATE	⊕
FENCE LINE	⊕
OVERHEAD UTILITIES	⊕
UNDERGROUND ELECTRIC	⊕
COMMUNICATIONS	⊕
EXISTING WATER LINE	⊕
EXISTING STORM SEWER	⊕
EXISTING SANITARY SEWER	⊕
BUTYMINOUS SURFACE	⊕
CONCRETE SURFACE	⊕
GRAVEL SURFACE	⊕
CONFERENTIAL TREE	⊕
DECIDUOUS TREE	⊕
ORNAMENTAL BUSH	⊕



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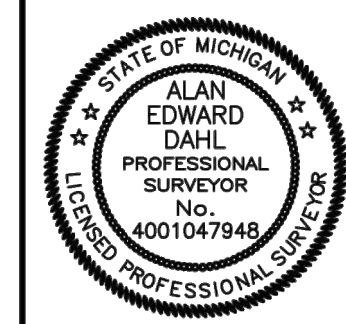
**MERIDIAN AVE AT SUNSET CONDOMINIUM**  
 MERIDIAN AVE & SUNSET RD  
 SECTION 26, T02S, R12W, OSHTEMO TWP., KALAMAZOO CO.  
 FOR  
**VRIESMAN AND KORHORN**  
 7885 BYRON CENTER AVE SE BYRON CENTER, MI 49315

### REVISIONS

1	ADDED TOPOGRAPHIC DATA 03/22/2022, MJD
---	--

Drawn By: MJD  
 Scale: 1"=80'  
 Date: 03-17-2022  
 Project #: 2250026.5A  
 Sheet Title:

Tax Parcel No.: 39-05-26-460-021



*Alan E. Dahl*  
 Alan Edward Dahl P.S. No. 4001047948

**TOPOGRAPHIC / BOUNDARY SURVEY**  
 Sheet # **V-100**  
 1 of 3

NO.	DATE	REVISION	BY
6	08/29/2022	TOWNSHIP COMMENTS	MDS
7	10/26/2022	SITE PLAN SUBMITTAL	MDS
8	11/05/2022	OWNER REVIEW	MDS
9	11/16/2022	RCCK SUBMITTAL/TOWNSHIP COMMENTS	MDS
10	12/23/2022	RCCK SUBMITTAL/TOWNSHIP COMMENTS	MDS
11	02/24/2023	RCCK SUBMITTAL/TOWNSHIP COMMENTS	MDS

OSHTEMO TOWNSHIP  
 KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
 EXISTING CONDITIONS



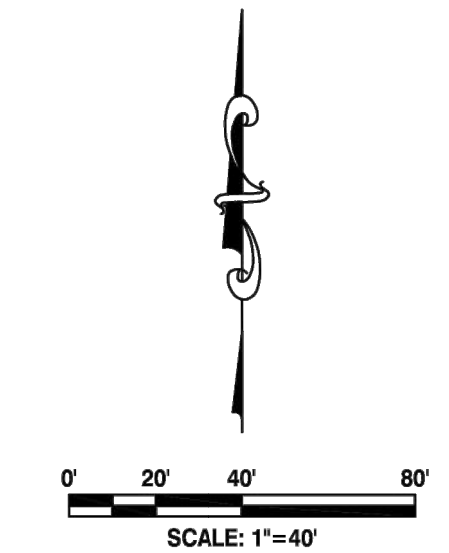
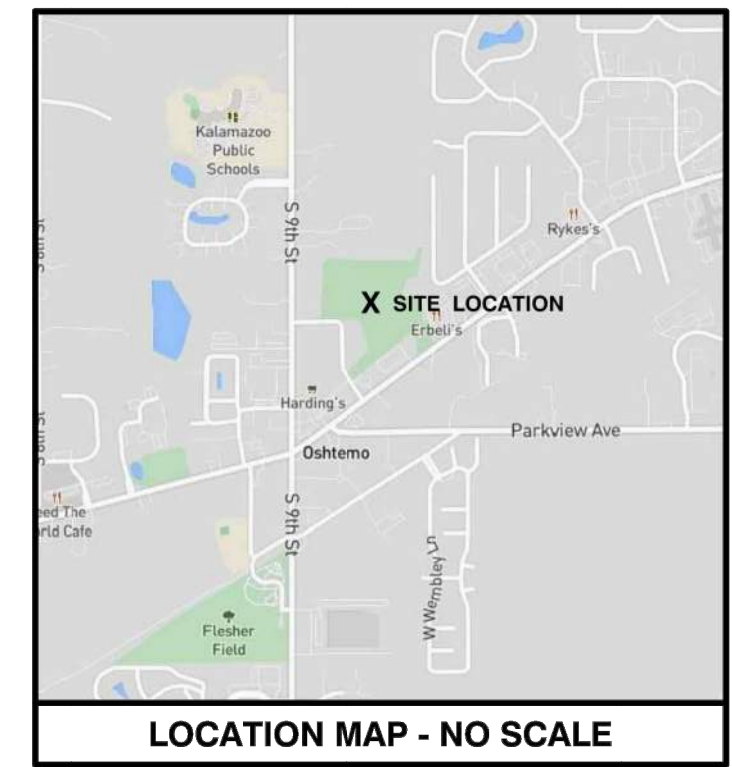
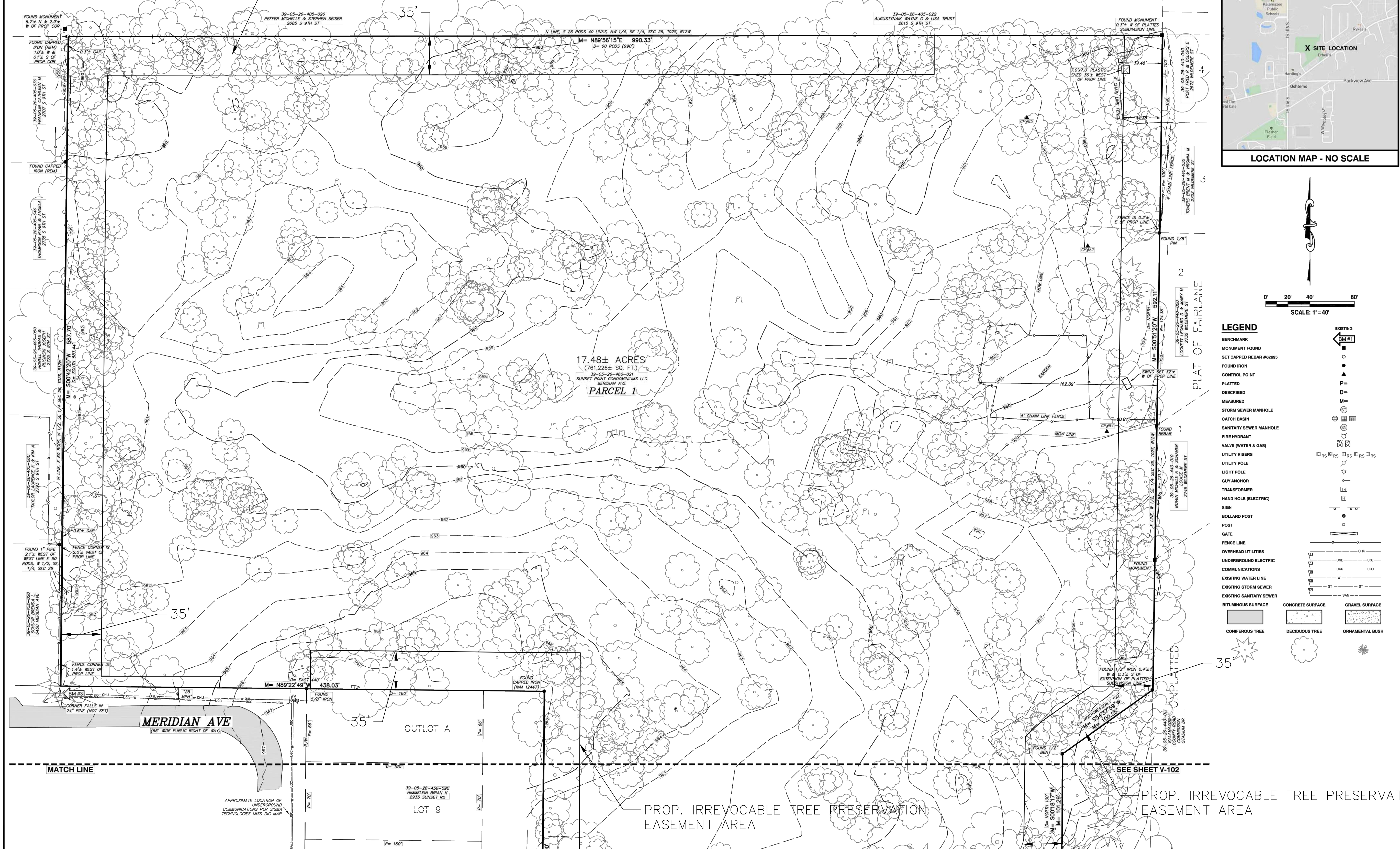
Byron Center, MI 1012  
 (616) 277-2185  
 Kalamazoo, MI  
 (269) 697-7120  
 Sheet No. C100

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SCALED DOWN TO 90%

IRREVOCABLE TREE PRESERVATION  
EASEMENT AREA

**TOPOGRAPHIC / BOUNDARY SURVEY**



**LEGEND**

BENCHMARK	EXISTING
MONUMENT FOUND	SET CAPPED REBAR #62699
FOUND IRON	CONTROL POINT
DESCRIBED	PLATTED
MEASURED	DESCRIBED
STORM SEWER MANHOLE	CATCH BASIN
SANITARY SEWER MANHOLE	FIRE HYDRANT
VALVE (WATER & GAS)	UTILITY RISERS
UTILITY POLE	UTILITY POLE
LIGHT POLE	GUY ANCHOR
TRANSFORMER	HAND HOLE (ELECTRIC)
SIGN	BOLLARD POST
POST	GATE
FENCE LINE	OVERHEAD UTILITIES
UNDERGROUND ELECTRIC	COMMUNICATIONS
EXISTING WATER LINE	EXISTING STORM SEWER
EXISTING SANITARY SEWER	BITUMINOUS SURFACE
CONCRETE SURFACE	GRAVEL SURFACE
CONIFEROUS TREE	DECIDUOUS TREE
	ORNAMENTAL BUSH

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**MERIDIAN AVE AT SUNSET CONDOMINIUM**  
MERIDIAN AVE & SUNSET RD  
SECTION 26, T20S, R12W, OSHTEMO TWP., KALAMAZOO CO.  
**-FOR-**  
**VRIESMAN AND KORHORN**  
7885 BYRON CENTER AVE SE BYRON CENTER, MI 49315

**REVISIONS**

1	ADDED TOPOGRAPHIC DATA 03/22/2022, MJD
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Drawn By: MJD  
Scale: 1"=40'  
Date: 03-17-2022  
Project #: 2250026.5A  
Sheet Title:

**TOPOGRAPHIC / BOUNDARY SURVEY**  
Sheet # **V-101**  
2 of 3

Tax Parcel No.: 39-05-26-460-021



*Alan E Dahl*  
Alan Edward Dahl  
P.S. No. 4001047948  
THE DESCRIPTION WAS GIVEN TO US BY THE PERSON CERTIFIED TO, OR WAS PREPARED BY US FROM INFORMATION OR DOCUMENTS GIVEN TO US BY THE PERSON CERTIFIED TO, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS.

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SCALED DOWN TO 90%

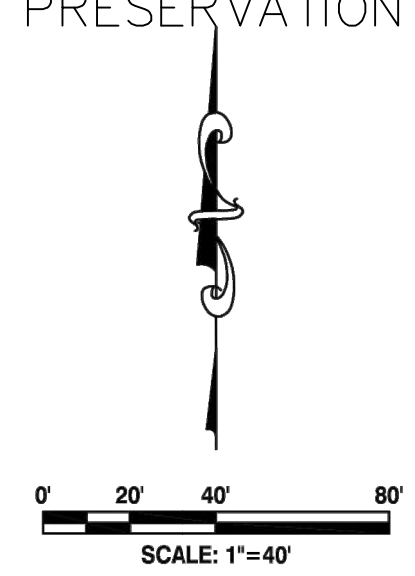
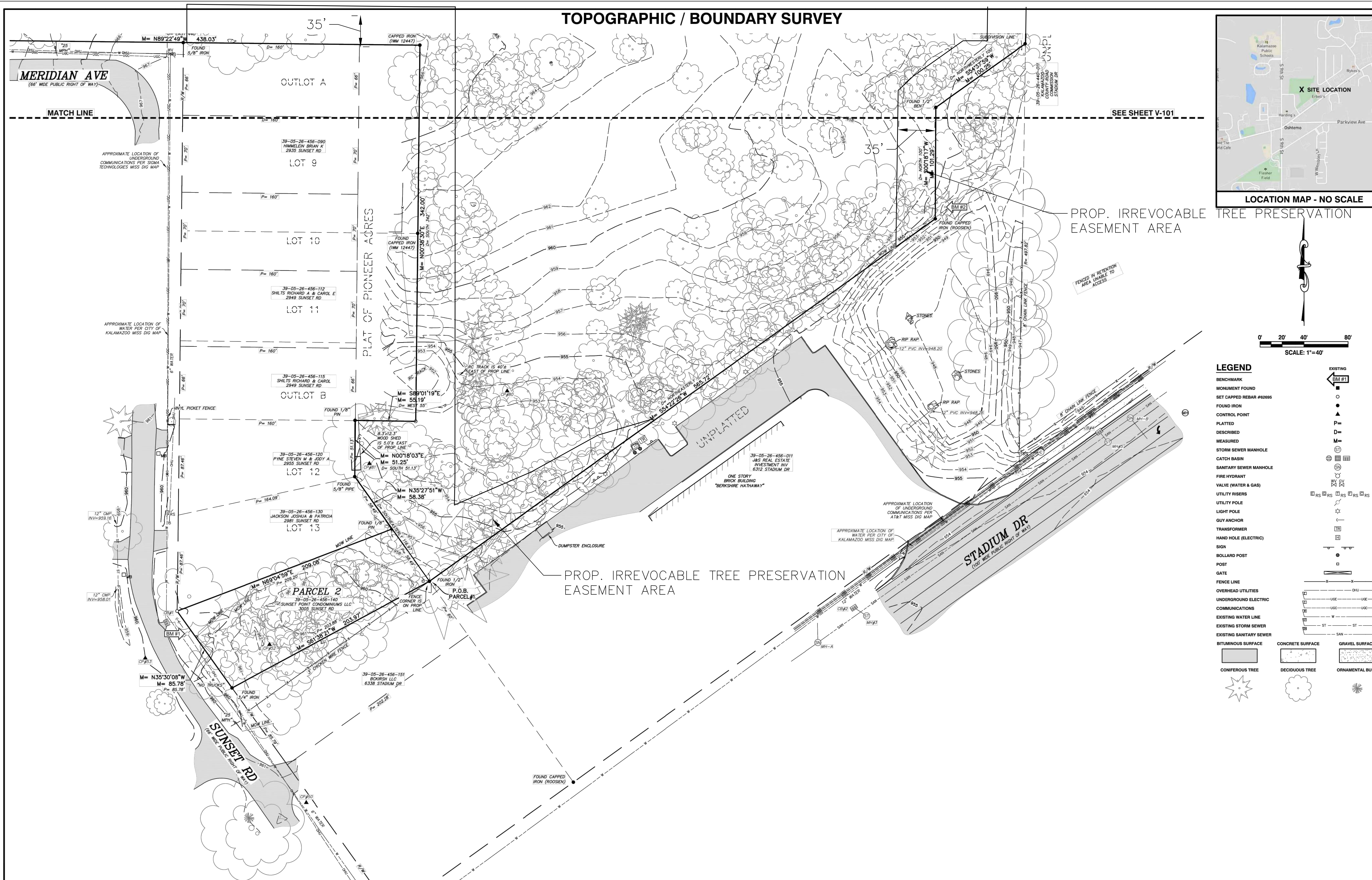
NO.	DATE	REVISION	BY
6	08/29/2022	TOWNSHIP COMMENTS	MDS
7	10/26/2022	SITE PLAN SUBMITTAL	MDS
8	11/05/2022	OWNER REVIEW	MDS
9	11/16/2022	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS
10	12/23/2022	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS
11	02/24/2023	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS

OSHTEMO TOWNSHIP  
KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
SURVEY/EXISTING CONDITIONS



Byron Center, MI 1012  
(616) 277-2185 CHECKED  
Kalamazoo, MI DGL  
(269) 697-7120 Sheet No.  
C101

TOPOGRAPHIC / BOUNDARY SURVEY



**LEGEND**

BENCHMARK	EXISTING
MONUMENT FOUND	BM #1
SET CAPPED REBAR #42665	○
FOUND IRON	●
CONTROL POINT	▲
PLATTED	P
DESCRIBED	D
MEASURED	M
STORM SEWER MANHOLE	⊕
CATCH BASIN	⊖
SANITARY SEWER MANHOLE	⊕
FIRE HYDRANT	⊕
VALVE (WATER & GAS)	⊕
UTILITY RISERS	⊕
UTILITY POLE	⊕
LIGHT POLE	⊕
GUY ANCHOR	⊕
TRANSFORMER	⊕
HAND HOLE (ELECTRIC)	⊕
SIGN	⊕
BOLLARD POST	⊕
POST	⊕
GATE	⊕
FENCE LINE	⊕
OVERHEAD UTILITIES	⊕
UNDERGROUND ELECTRIC	⊕
COMMUNICATIONS	⊕
EXISTING WATER LINE	⊕
EXISTING STORM SEWER	⊕
EXISTING SANITARY SEWER	⊕
BITUMINOUS SURFACE	⊕
CONCRETE SURFACE	⊕
GRAVEL SURFACE	⊕
CONIFEROUS TREE	⊕
DECIDUOUS TREE	⊕
ORNAMENTAL BUSH	⊕

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**MERIDIAN AVE AT SUNSET CONDOMINIUM**  
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**-FOR-**  
**VRIESMAN AND KORHORN**  
 7885 BYRON CENTER AVE SE BYRON CENTER, MI 49315

**REVISIONS**

1	ADDED TOPOGRAPHIC DATA 03/22/2022, MJD
---	--

Drawn By: MJD  
 Scale: 1"=40'  
 Date: 03-17-2022  
 Project #: 2250026.5A  
 Sheet Title:

**TOPOGRAPHIC / BOUNDARY SURVEY**  
 Sheet #  
**V-102**  
 3 of 3

Tax Parcel No.: 39-05-26-460-021



*Alan E Dahl*  
 Alan Edward Dahl P.S. No. 4001047948

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NO.	DATE	REVISION	BY
6	08/29/2022	TOWNSHIP COMMENTS	MDS
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11	02/24/2023	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS

OSHTEMO TOWNSHIP  
 KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
 SURVEY/EXISTING CONDITIONS



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 Sheet No.  
 C102

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05-26-405-026  
PEPPER MICHELLE & STEPHEN SEISER  
2685 SOUTH 9TH STREET  
R2

05-26-405-022  
AUGSTYNAIK WAYNE G & LISA TRUST  
2615 SOUTH 9TH STREET  
R2

05-26-430-040  
PORT FRED R & DOLORS E  
2672 WILDEMERE STREET  
R1

05-26-430-030  
TOWERS BRENT M & VIRGINIA M  
2702 WILDEMERE STREET  
R1

05-26-430-020  
LOCKETT LEONARD D & MARY M  
2732 WILDEMERE STREET  
R1

05-26-430-010  
BOVEN MICHELE R & SCHANER LOUISE M  
2746 WILDEMERE STREET  
R1

05-26-449-011  
KALAMAZOO COUNTY ROAD COMMISSION  
STADIUM DR  
VC



SCALE: 1" = 50'  
0' 25' 50' 75' 100'

SYMBOL LEGEND

- EXISTING TREE
- BOLLARD
- LIGHT POLE
- POWER POLE
- STOP SIGN
- FIRE LANE NO PARKING SIGN
- HYDRANT LOCATIONS

LINE AND HATCH LEGEND

- ..... WOODCHIP PATH
- ▨ EXISTING ASPHALT
- ▨ PROPOSED ASPHALT
- ▨ EXISTING CONCRETE
- ▨ PROPOSED CONCRETE
- ▨ LANDSCAPE AREAS
- ▨ OPEN SPACE

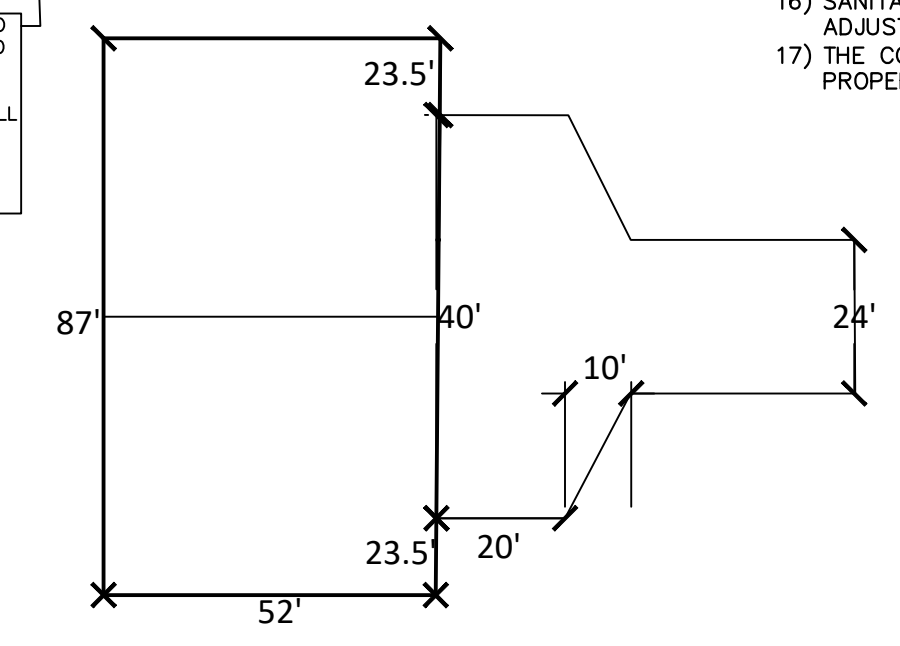
SITE LAYOUT NOTES:

- 1) ALL WORK SHALL BE DONE TO ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS.
- 2) ALL WORK WITHIN ROW SHALL BE DONE IN ACCORDANCE WITH LOCAL ROADWAY JURISDICTION REQUIREMENTS.
- 3) CONTRACTOR SHALL RESTORE ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE, AND OTHER INFRASTRUCTURE DISTURBED OR DAMAGED DUE TO CONSTRUCTION ACTIVITIES TO MATCH EXISTING CONDITIONS.
- 4) ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY OWNER.
- 5) THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED OR AS SHOWN. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL PAVEMENT LIMITS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR AT NO ADDITIONAL COST.
- 6) CONTRACTOR SHALL CONTACT MISS DIG THREE WORKING DAYS BEFORE YOU DIG. CALL MISS DIG AT 1-800-482-7171 OR 811.
- 7) ALL WORK SHALL BE DONE TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE AND THE AMERICANS WITH DISABILITIES ACT.
- 8) ADA PARKING SPACES SHALL BE MARKED WITH APPROVED PAVEMENT SYMBOL. MARK ADA SPACES WITH 4" BLUE PAINT AND SIGNS PER MMUTCD.
- 9) CONTRACTOR SHALL ENSURE ALL ADA RAMPS AND ACCESS MEET CURRENT ADA STANDARDS. IF IT IS DISCOVERED THAT ANY ITEMS WILL NOT MEET ADA STANDARDS IT SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.
- 10) ALL SIGNAGE SHALL BE PER MDOT AND MMUTCD STANDARDS.
- 11) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, DEMOLITION PERMITS, TAP FEES, ASSESSMENTS, UTILITY PERMITS, ROW PERMITS, BONDS, INSURANCE, OR OTHER FEES ASSOCIATED WITH CONSTRUCTION.
- 12) SITE CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF A MINIMUM 4000 PSI AND SHALL HAVE LIMESTONE AGGREGATE AND SHALL HAVE A 4-6% AIR ENTRAINMENT WITH A BROOM FINISH.
- 13) INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE CONCRETE ABUTS HMA PAVEMENT.
- 14) CONTRACTOR SHALL REVIEW THE GEOTECHNICAL AND ENVIRONMENTAL REPORTS FOR THE SITE AND INCORPORATE INTO THEIR CONSTRUCTION MEANS AND METHODS.
- 15) THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD SURVEY LAYOUT. DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
- 16) THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRICADES, FLAGMEN, ETC. AS REQUIRED TO PERFORM THE WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.
- 17) THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY MARKERS AND BENCHMARKS.
- 18) THE CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES, AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROLS SHALL BE COORDINATED WITH THE LOCAL POLICE DEPARTMENT AND MUNICIPALITY.
- 19) PRIOR TO CONSTRUCTION OR GRADING A PROTECTIVE BARRIER, FENCE, POST, AND SIGNS CLEARLY INDICATING LIMITS OF DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS.
- 20) NO PARKING OF CONTRACTOR OR SUBCONTRACTORS SHALL BE ALLOWED ON PUBLIC STREETS WITHOUT PRIOR APPROVAL.
- 21) NO BUILDING MATERIAL, EQUIPMENT, VEHICLES, OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE OF THE LIMITS OF DISTURBANCE.
- 22) CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST COMPLY WITH LOCAL MUNICIPAL ORDINANCES.

UTILITY PLAN NOTES:

- 1) CONTRACTOR SHALL CONTACT PRIVATE AND PUBLIC UTILITY COMPANIES IF ANY COORDINATION IS NEEDED BETWEEN PROPOSED WORK AND EXISTING UTILITIES.
- 2) UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITY INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION, AND CONDITION.
- 3) ALL WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF KALAMAZOO STANDARD SPECIFICATIONS FOR WATERMAIN AND SERVICE INSTALLATION, 2021.
- 4) ALL SANITARY SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL SANITARY SEWER UTILITY STANDARDS AND EGE STANDARDS.
- 5) ALL 6" UNDERDRAIN TO BE CORRUGATED PLASTIC PIPE WITH SOCK, ADS N-12 OR APPROVED EQUAL.
- 6) ALL STORM SEWER SHALL BE SMOOTH LINED CORRUGATED PLASTIC PIPE, ADS N-12 OR EQUAL, UNLESS OTHERWISE LABELED ON THE PLANS.
- 7) ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED.
- 8) ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
- 9) CATCH BASINS WITHIN CONCRETE HEAD CURB SHALL HAVE EJ 7045 CASTINGS.
- 10) CATCH BASINS WITHIN BIT VALLEY CURB SHALL HAVE EJ 7065 CASTINGS WITH M1 GRATE.
- 11) CATCH BASINS WITHIN PAVED AREAS SHALL HAVE EJ 1020M1 RADIAL FLAT GRATE CASTINGS.
- 12) STORM SEWER MANHOLES SHALL HAVE EJ 1020 CASTINGS WITH SOID COVERS.
- 13) STORM SEWER YARD DRAINS SHALL HAVE EJ 6508 CASTINGS.
- 14) ROOF DRAINS SHALL BE PVC SCH-40.
- 15) CONTRACTOR IS TO UNCOVER AND VERIFY ALL TAP LOCATIONS AND INVERTS. LOCATION AND INVERT DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION PRIOR TO CONTINUING WORK.
- 16) SANITARY AND STORM STRUCTURES SHALL BE PRECAST AND HAVE A MAXIMUM OF 2 ADJUSTING RINGS FOR FINISH GRADE ADJUSTMENT.
- 17) THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.

TYP. DUPLEX AND DRIVEWAY LAYOUT



PHASE 2 IS NOT TO BE INCLUDED IN THIS PROJECT SCOPE - SUBMITTAL OF THIS PHASE WILL HAPPEN SEPARATELY AT A LATER DATE WHEN A SECONDARY ROAD ACCESS IS CONSTRUCTED TO OUR PROPERTY LINE

DUPLEX 1 CANNOT BE CONSTRUCTED UNTIL AFTER THE COMPLETION OF THE PROPOSED SANITARY SEWER IN MERIDIAN AVENUE

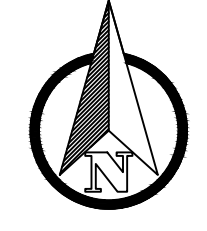
- SITE NOTES:
1. PARCEL NUMBERS: 05-26-460-021, 05-26-456-140
  2. SITE AREA: TOTAL = 17.14 ACRES
  3. PROPERTY ZONED: R2
  4. ROADS = PRIVATE - OWNER IS WILLING TO ENTER AN AGREEMENT FOR FUTURE CONVERSION TO PUBLIC ROADS IF OSHTEMO TOWNSHIP DESIRED AT A FUTURE TIME AND AT OSHTEMO TOWNSHIP'S COST FOR THE CONVERSION, DOCUMENTATION AND INSPECTIONS REQUIRED
  5. DRAINAGE = PRIVATE
  6. SANITARY SEWER = PUBLIC
  7. WATER = PUBLIC
  8. STREET LIGHTING - SHALL MEET TOWNSHIP STANDARDS
  9. NO FLOODPLAIN EXISTS ON PROPERTY
  10. NO WETLANDS EXIST ON PROPERTY
  11. HEIGHTS OF ALL BUILDINGS TO BE 25'. HEIGHT OF CLUBHOUSE AND CANOPIES TO BE 20' MAXIMUM.
  12. ROAD NAMES TO BE APPROVED BY KALAMAZOO COUNTY PLANNING
  13. SIDEWALKS TO BE A MINIMUM OF 5 FT IN WIDTH & ON BOTH SIDES OF ROAD
  14. MINIMUM LOT REQUIREMENTS:
    - 14.1. MINIMUM LOT AREA: N/A
    - 14.2. MINIMUM LOT FRONTAGE: N/A
    - 14.3. MINIMUM FRONT YARD SETBACK: 30 FT
    - 14.4. MINIMUM REAR YARD SETBACK: 15 FT
    - 14.5. MINIMUM SIDE YARD SETBACK: 10 FT (ALL CONDOMINIUM BUILDINGS ARE 20' APART OR GREATER)
  15. PROJECT TO BE CONSTRUCTED IN TWO PHASES.
  16. DENSITY CALCULATION TOTAL ACREAGE 17.14 ACRES \* 4 UNITS PER ACRE = 68.56 UNITS > PROPOSED 48 UNITS (0.36/ACRE)
  17. OPEN SPACE REQUIREMENT 10% (74,662 SQFT) < PROVIDED 151,921 SQFT (20%)
  18. CONDOMINIUM DOES NOT ABUT A PRIMARY ROAD
  19. AVERAGE DAILY TRIPS (ADD) IS ESTIMATE AT 8 PER UNIT \* 48 UNITS = 384
  20. CLUBHOUSE WILL UTILIZE A 96 GALLON RESIDENTIAL ROLL AWAY WASTE CONTAINER.
  21. A DOUBLE MAILBOX IS PLANNED AT EACH DUPLEX (ONE POST, TWO MAILBOXES). IF USPS REQUIRES A CENTRALIZED MAILBOX UNIT (CBU), A POSSIBLE CBU LOCATION IS OUTSIDE THE ROW AT THE CLUBHOUSE DRIVE.
  22. PUBLIC WATER CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF KALAMAZOO

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10	12/23/2022	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS
11	02/24/2023	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS

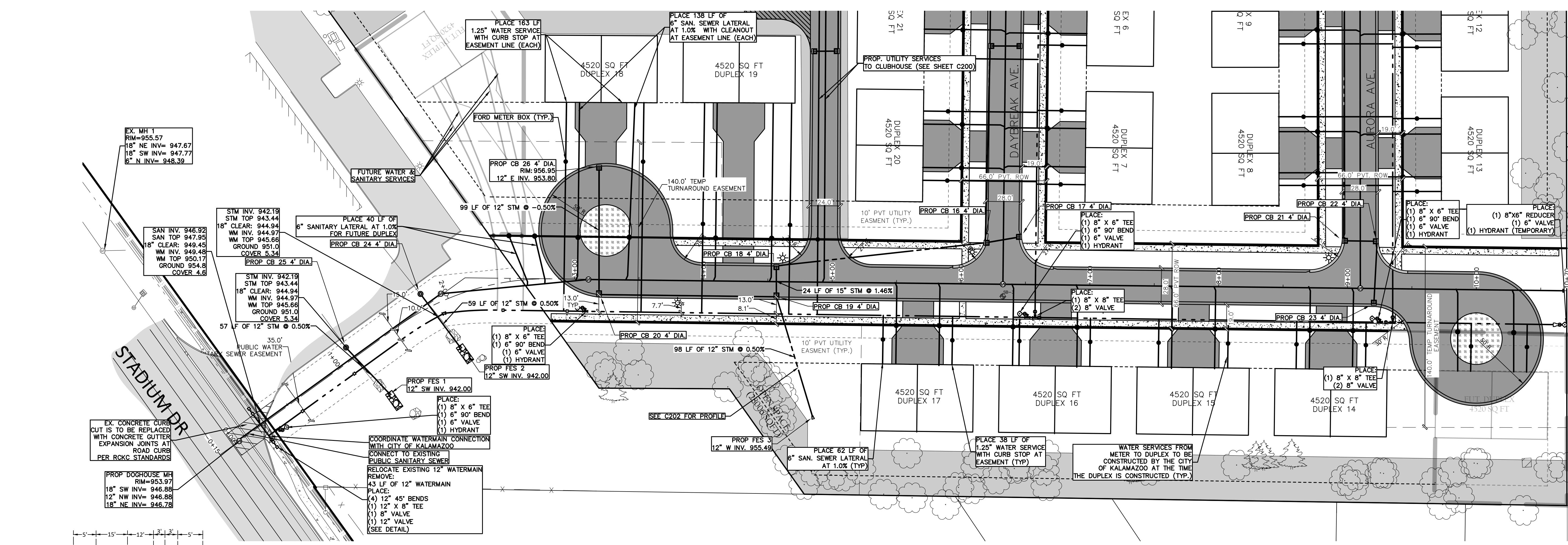
OSHTEMO TOWNSHIP  
KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
SITE PLAN

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Sheet No. C200

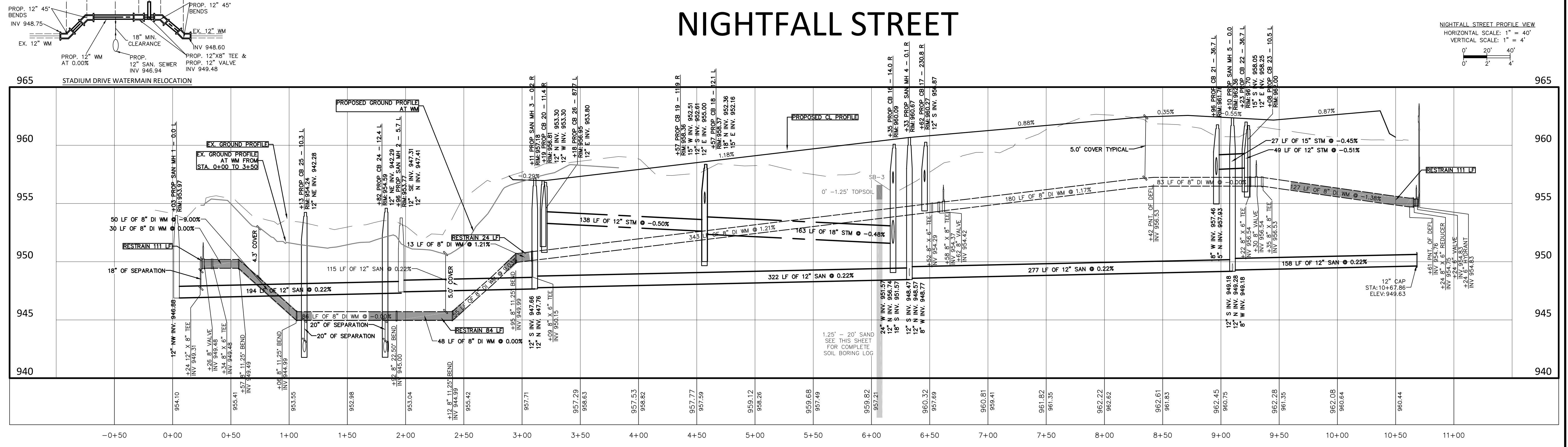


SCALE: 1" = 40'



- SOIL BORING LOG**
- SB-1 ELEV: 960.00 (10-28-2022)
    - 0' - 2' TOPSOIL
    - 2' - 4' CLAYEY SAND, LOOSE TO MEDIUM DENSE, BROWN, FINE GRAINED, MOIST
    - 4' - 20' SAND, LOOSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, A LITTLE COBBLE/BOULDER, MOIST
    - NO GROUND WATER ENCOUNTERED
  - SB-2 ELEV: 961.00 (10-28-2022)
    - 0' - 1.17' TOPSOIL
    - 1.17' - 3' SILTY SAND, MEDIUM DENSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, MOIST
    - 3' - 6.5' CLAYEY SAND, MEDIUM DENSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, MOIST
    - 6.5' - 20' SAND, MEDIUM DENSE TO VERY DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, A LITTLE COBBLE/BOULDER, MOIST
    - NO GROUND WATER ENCOUNTERED
  - SB-3 ELEV: 957.00 (10-28-2022)
    - 0' - 1.25' TOPSOIL
    - 1.25' - 3' SANDY, SILTY CLAY, VERY STIFF, BROWN, MOIST
    - 3' - 6' CLAYEY SAND, MEDIUM DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, MOIST
    - 6' - 14.5' SAND & GRAVEL, MEDIUM DENSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, MOIST
    - 14.5' - 20' SAND, VERY DENSE, LIGHT BROWN, FINE TO COARSE GRAINED, A LITTLE GRAVEL, MOIST
    - NO GROUND WATER ENCOUNTERED
  - SB-4 ELEV: 962.00 (10-28-2022)
    - 0' - 1.33' TOPSOIL
    - 1.33' - 3' SANDY, CLAYEY SILT, MEDIUM DENSE, BROWN, MOIST
    - 3' - 4.5' SILTY SAND, MEDIUM DENSE, LIGHT BROWN, FINE GRAINED, MOIST
    - 4.5' - 20' SAND & GRAVEL, LOOSE TO VERY DENSE, BROWN, FINE TO COARSE GRAINED, MOIST
    - NO GROUND WATER ENCOUNTERED

# NIGHTFALL STREET



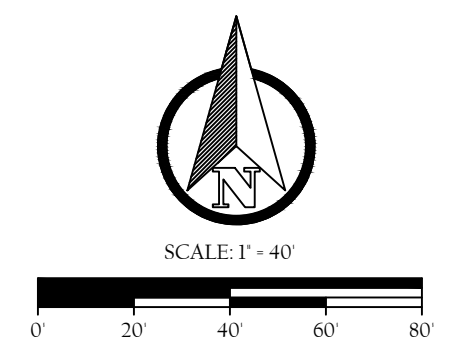
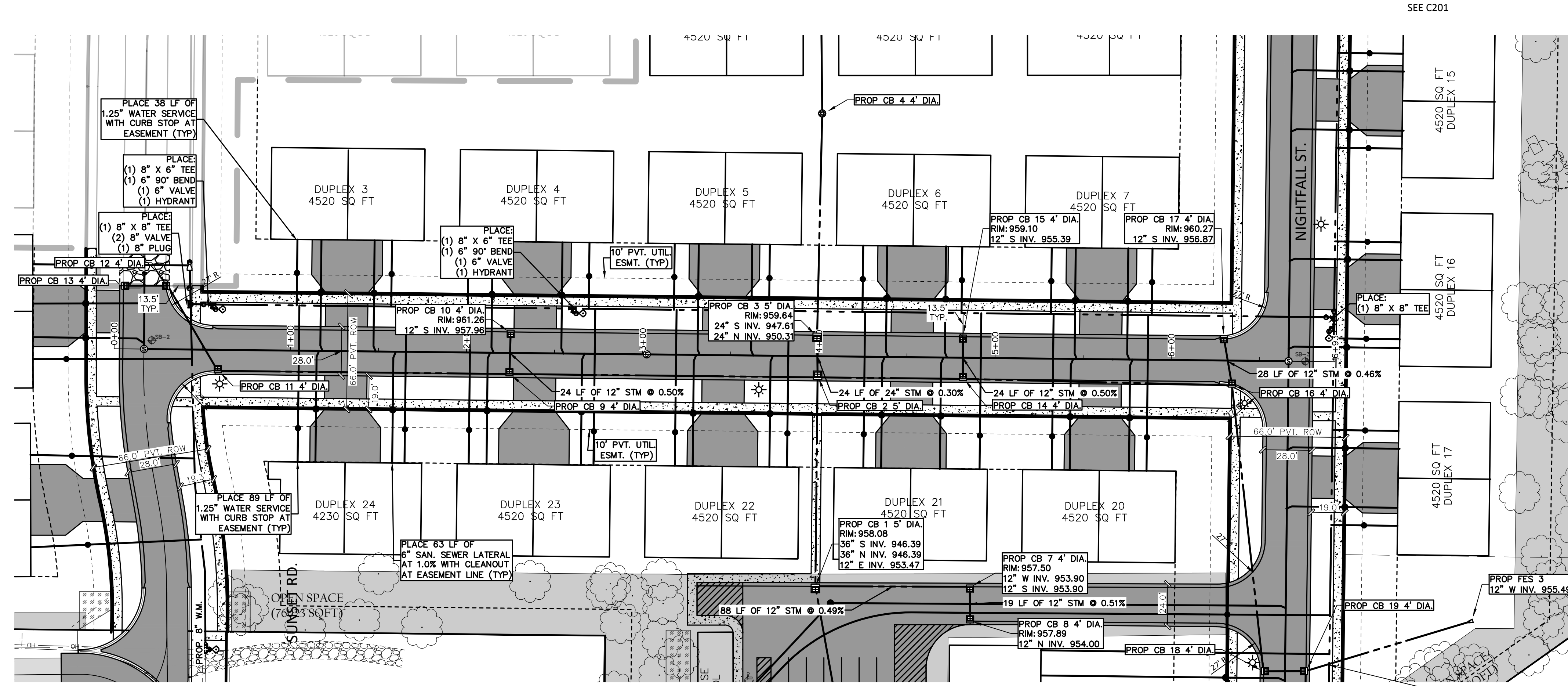
**NIGHTFALL STREET PROFILE VIEW**  
 HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: 1" = 4'

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OSHTEMO TOWNSHIP  
 KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
 PLAN & PROFILE  
 NIGHTFALL ST

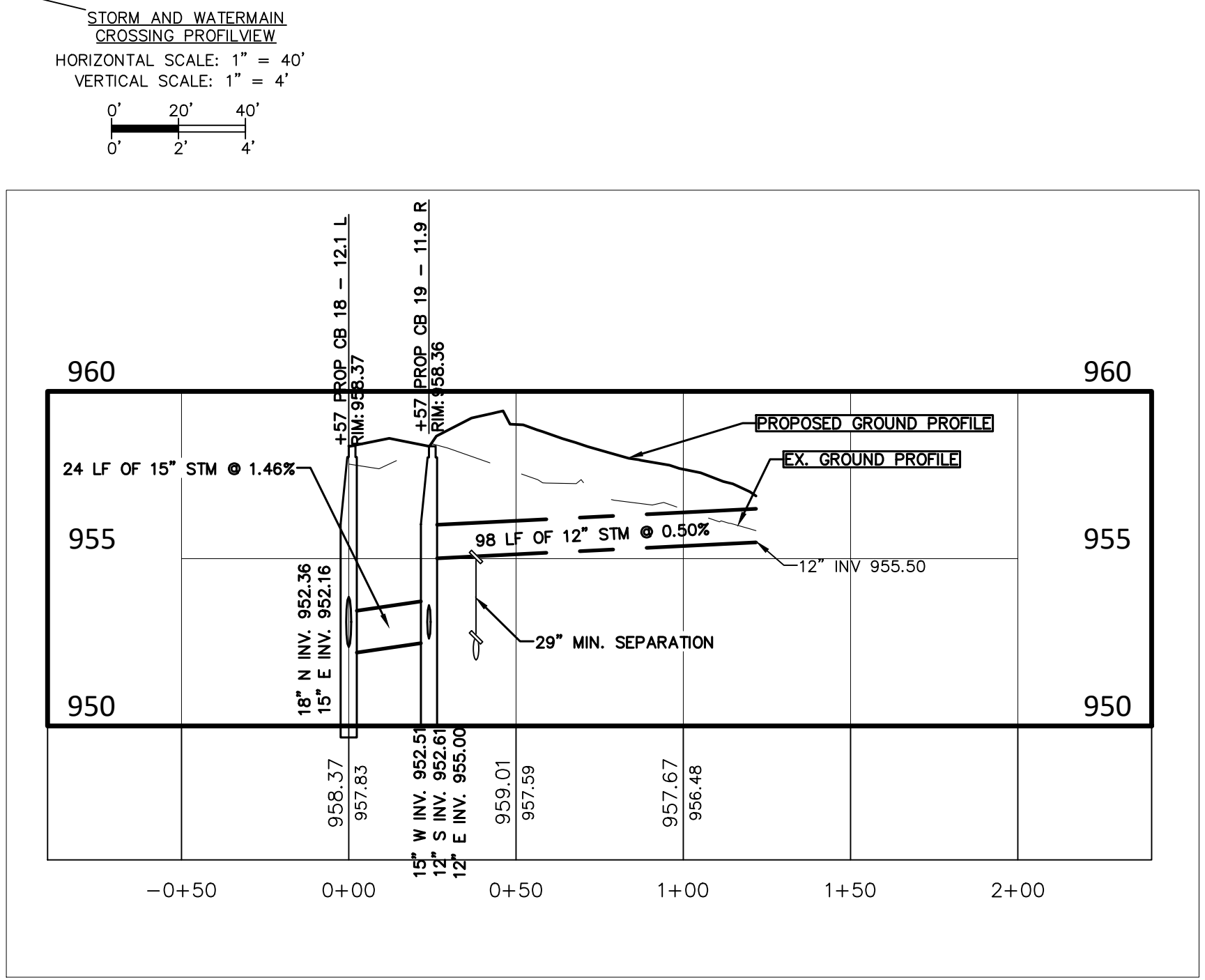
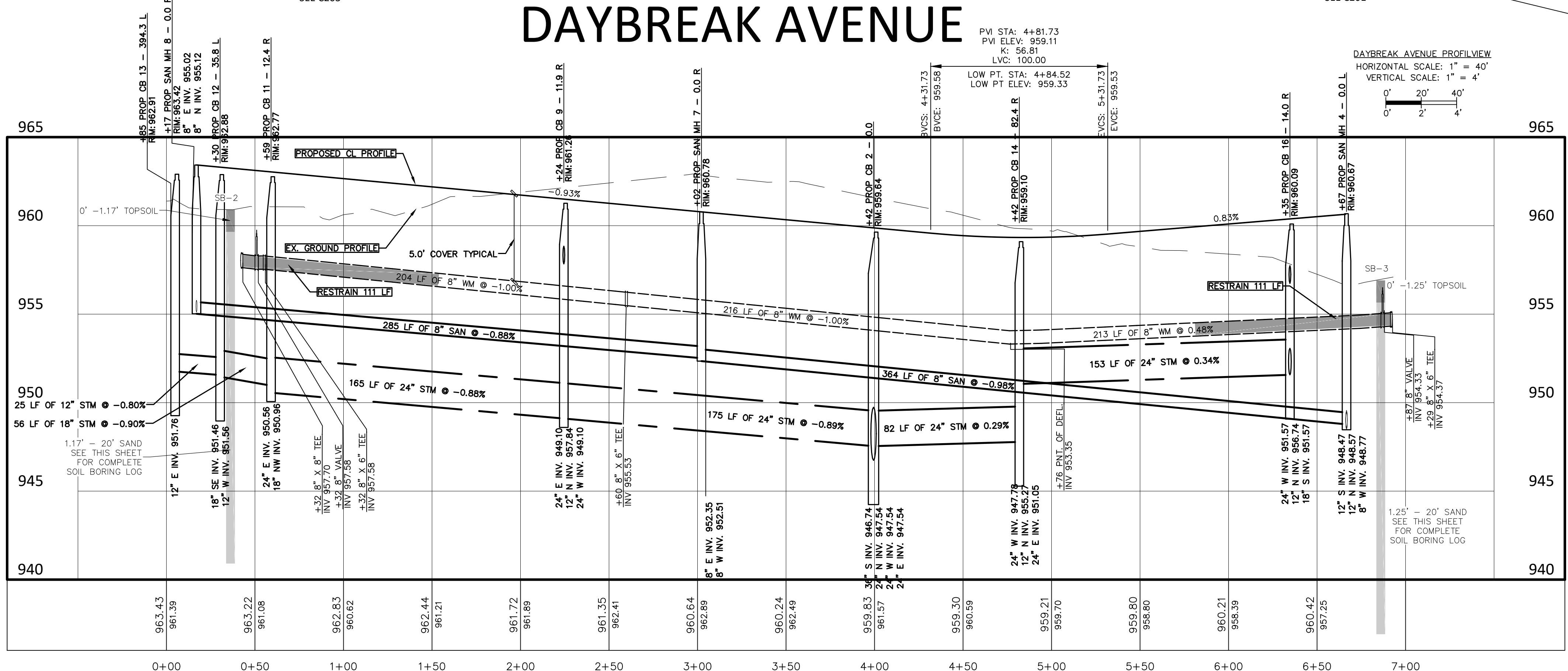


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 FILE NO. 1012  
 CHECKED DGL  
 Sheet No. C201



- SOIL BORING LOG**
- SB-1 ELEV: 960.00 (10-28-2022)
    - 0' - 2' TOPSOIL
    - 2' - 4' CLAYEY SAND, LOOSE TO MEDIUM DENSE, BROWN, FINE GRAINED, MOIST
    - 4' - 20' SAND, LOOSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, A LITTLE COBBLE/BOULDER, MOIST
    - NO GROUND WATER ENCOUNTERED
  - SB-2 ELEV: 961.00 (10-28-2022)
    - 0' - 1.17' TOPSOIL
    - 1.17' - 3' SILTY SAND, MEDIUM DENSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, MOIST
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    - 6.5' - 20' SAND, MEDIUM DENSE TO VERY DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, A LITTLE COBBLE/BOULDER, MOIST
    - NO GROUND WATER ENCOUNTERED.
  - SB-3 ELEV: 957.00 (10-28-2022)
    - 0' - 1.25' TOPSOIL
    - 1.25' - 3' SANDY, SILTY CLAY, VERY STIFF, BROWN, MOIST
    - 3' - 6' CLAYEY SAND, MEDIUM DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, MOIST
    - 6' - 14.5' SAND & GRAVEL, MEDIUM DENSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, COBBLE/BOULDER, MOIST
    - 14.5' - 20' SAND, VERY DENSE, LIGHT BROWN, FINE TO COARSE GRAINED, A LITTLE GRAVEL, MOIST.
    - NO GROUND WATER ENCOUNTERED
  - SB-4 ELEV: 962.00 (10-28-2022)
    - 0' - 1.33' TOPSOIL
    - 1.33' - 3' SANDY, SILTY CLAYEY SILT, MEDIUM DENSE, BROWN, MOIST.
    - 3' - 4.5' SILTY SAND, MEDIUM DENSE, LIGHT BROWN, FINE GRAINED, MOIST.
    - 4.5' - 20' SAND & GRAVEL, LOOSE TO VERY DENSE, BROWN, FINE TO COARSE GRAINED, MOIST.
    - NO GROUND WATER ENCOUNTERED

# DAYBREAK AVENUE

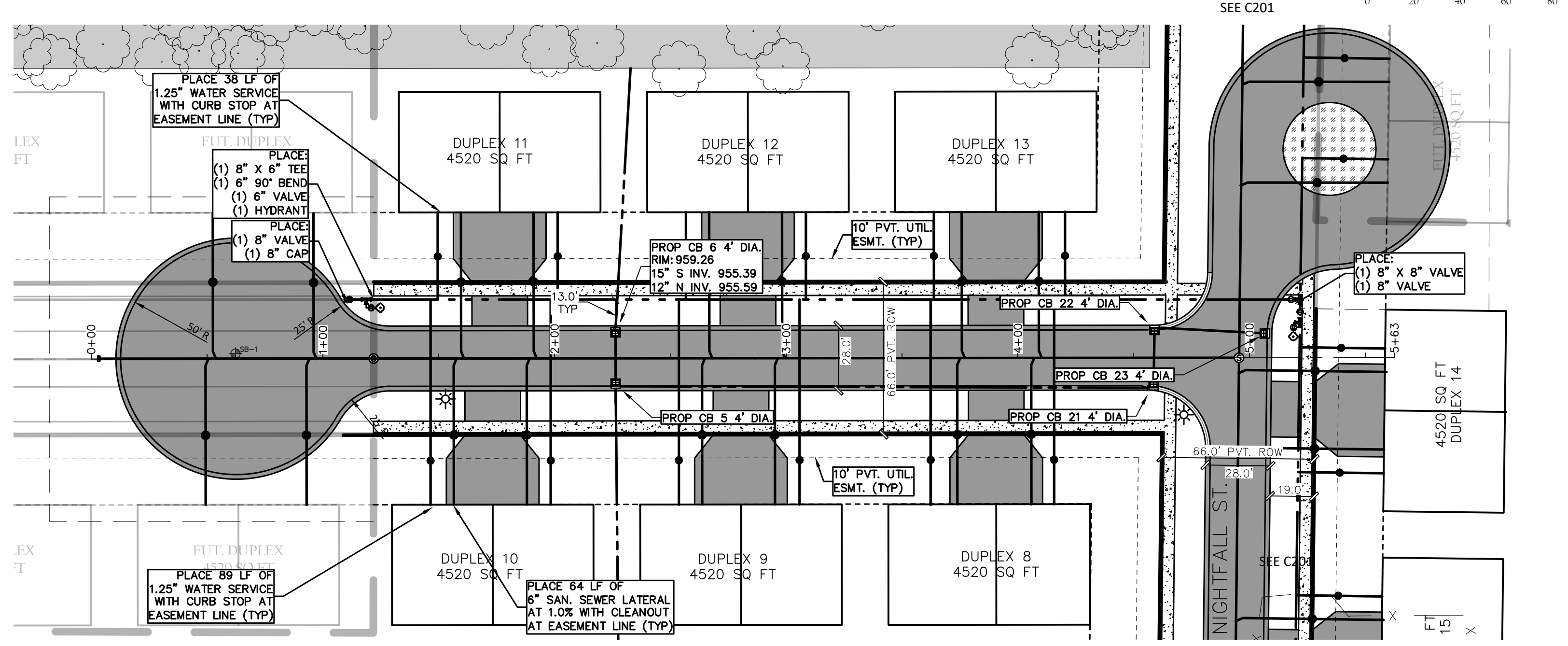
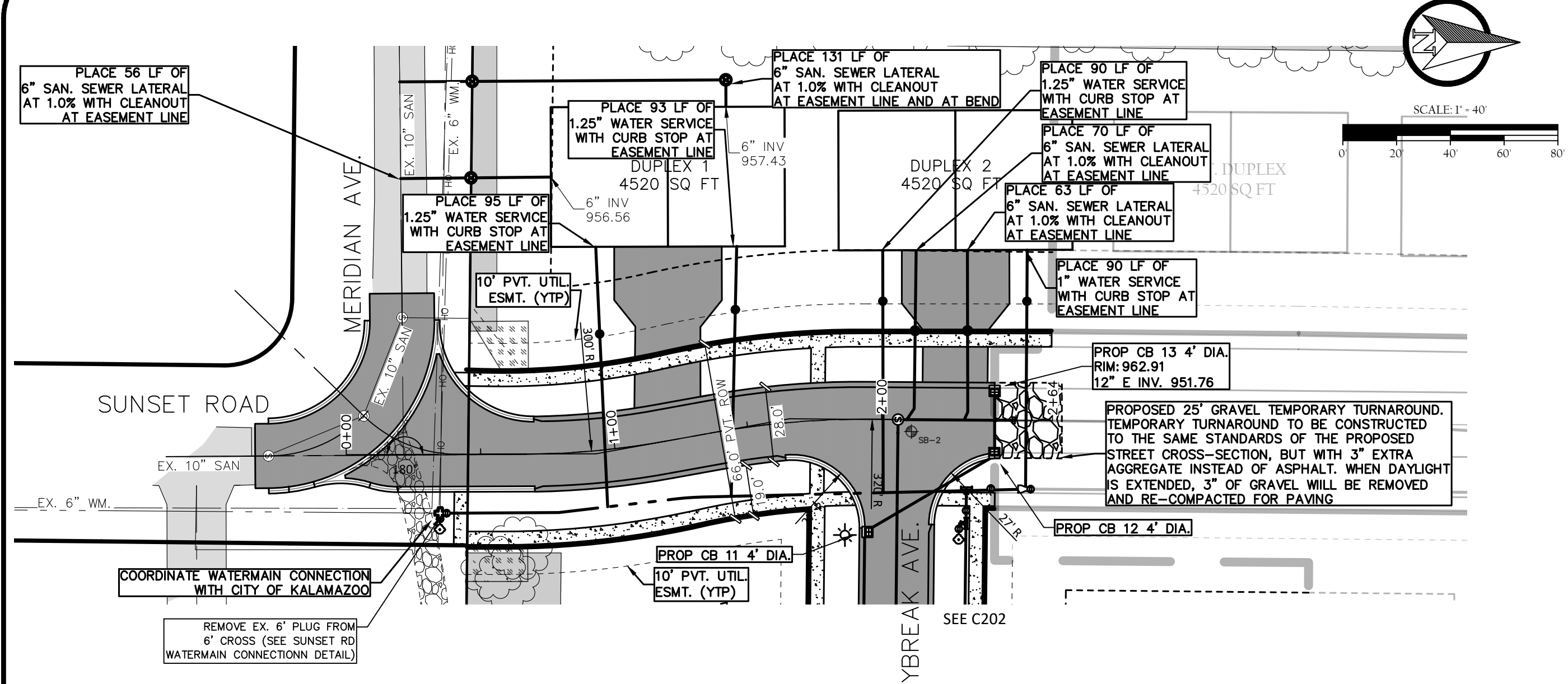


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OSHEMIO TOWNSHIP  
 KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
 PLAN & PROFILE DAYBREAK AVENUE

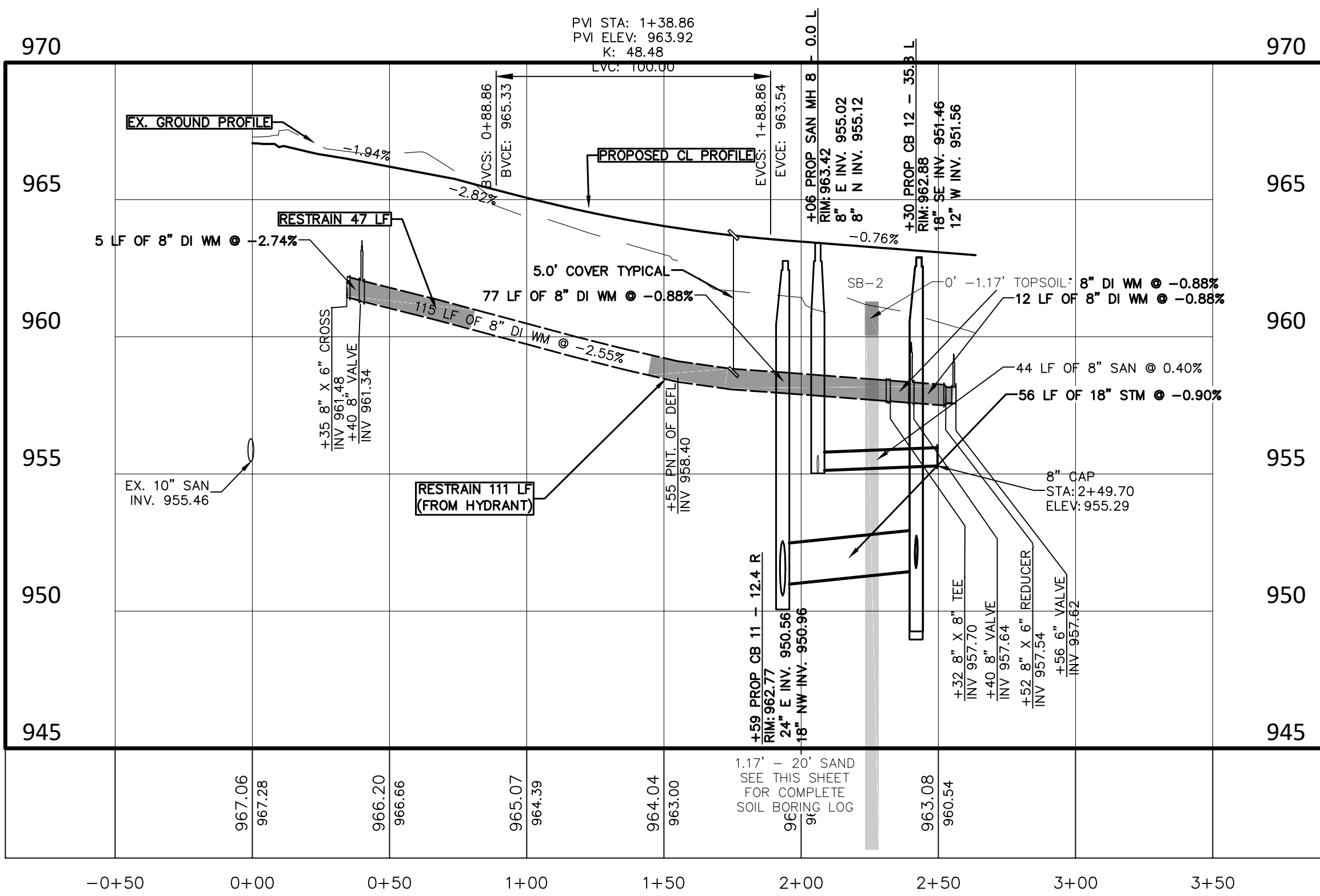
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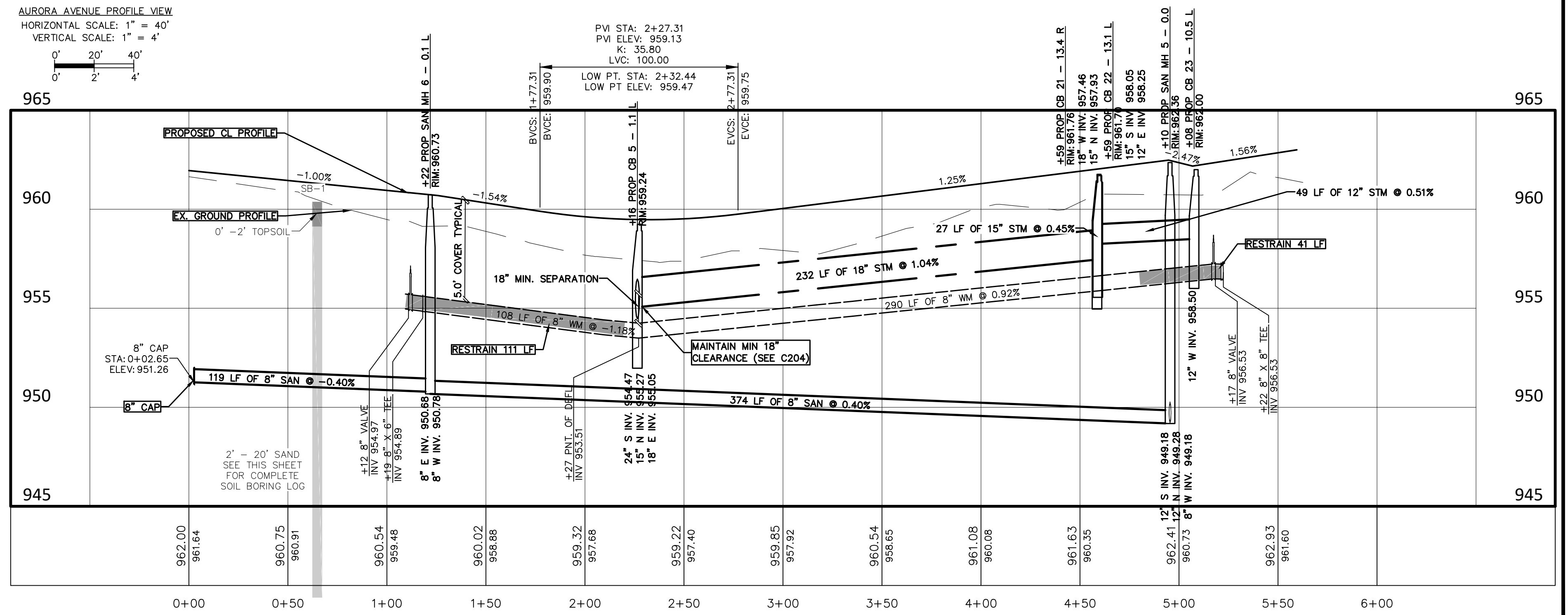
# DAYLIGHT DRIVE

DAYLIGHT DRIVE PROFILE VIEW  
 HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: 1" = 4'



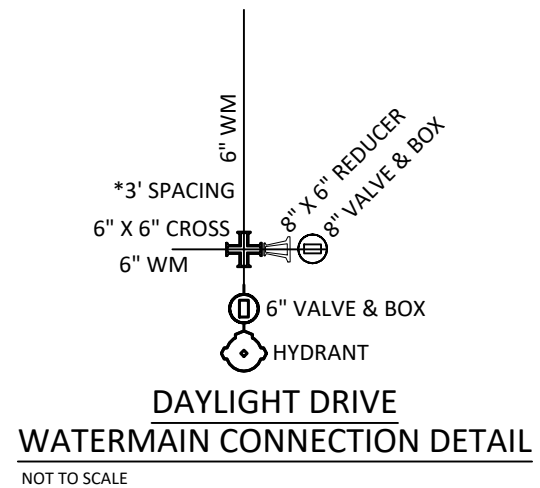
# AURORA AVENUE

AURORA AVENUE PROFILE VIEW  
 HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: 1" = 4'



### SOIL BORING LOG

- SB-1 ELEV: 960.00 (10-28-2022)
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  - 2' - 4' CLAYEY SAND, LOOSE TO MEDIUM DENSE, BROWN, FINE GRAINED, MOIST
  - 4' - 20' SAND, LOOSE TO DENSE, BROWN, FINE TO COARSE GRAINED, SOME GRAVEL, MOIST
  - SOME GRAVEL, A LITTLE COBBLE/BOULDER, MOIST
  - NO GROUND WATER ENCOUNTERED
- SB-2 ELEV: 961.00 (10-28-2022)
  - 0' - 1.17' TOPSOIL
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  - NO GROUND WATER ENCOUNTERED
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  - NO GROUND WATER ENCOUNTERED

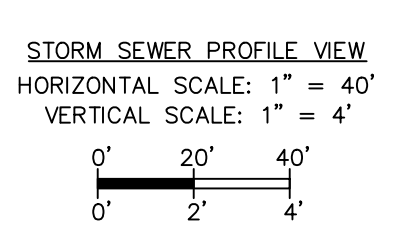
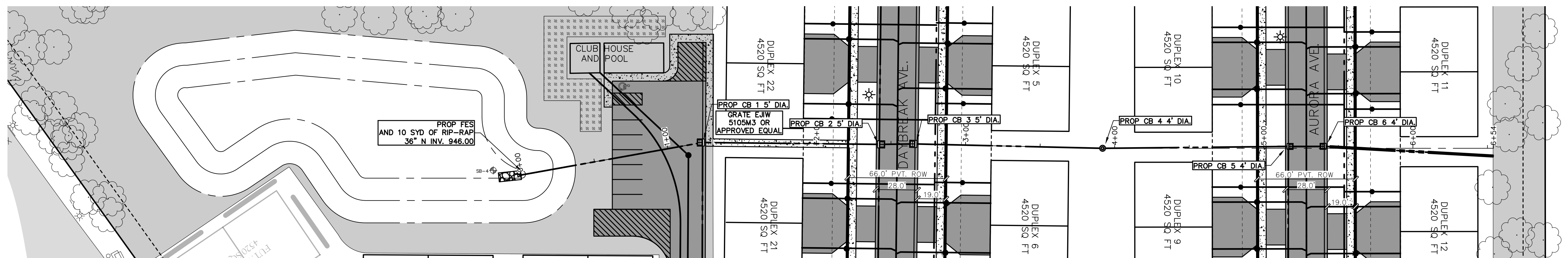
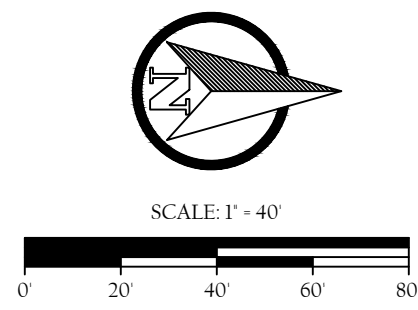


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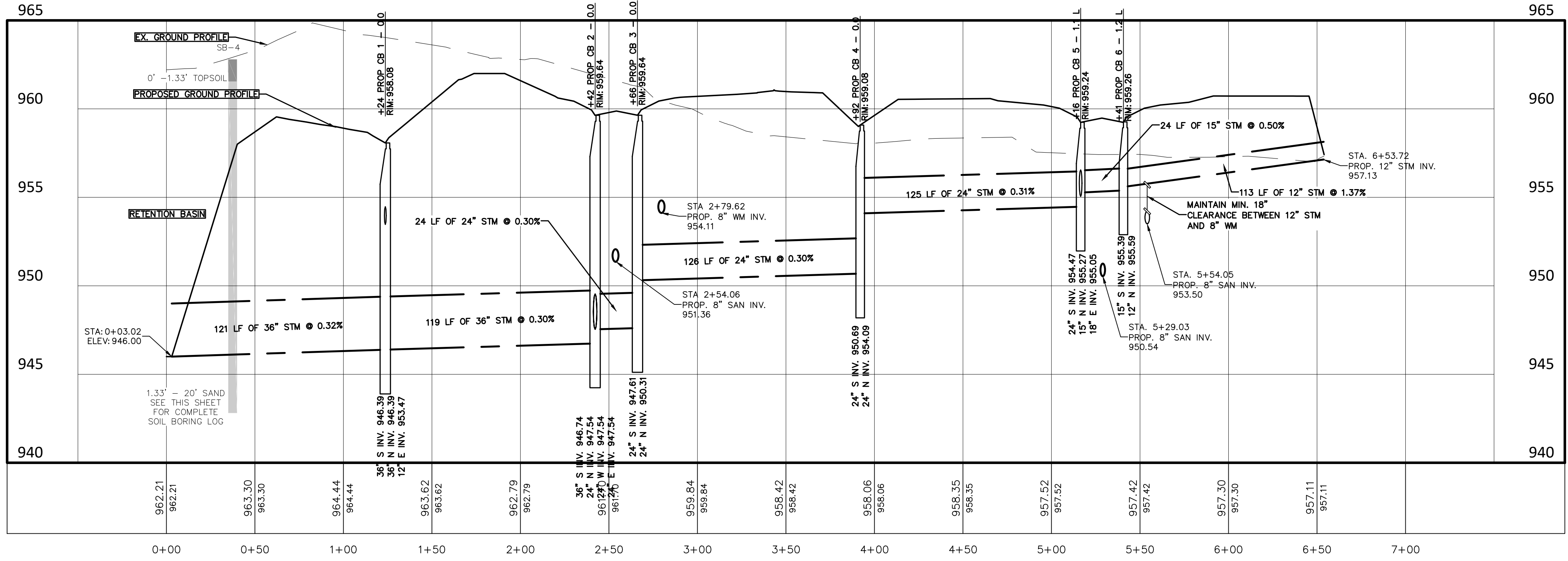
OSHTEMO TOWNSHIP  
 KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
 PLAN & PROFILE  
 DAYLIGHT DRIVE & AURORA AVENUE

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- SOIL BORING LOG**
- SB-1 ELEV: 960.00 (10-28-2022)
- 0' - 2' TOPSOIL
  - 2' - 4' CLAYEY SAND, LOOSE TO MEDIUM DENSE, BROWN, FINE GRAINED, MOIST
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OSHEMIO TOWNSHIP  
KALAMAZOO COUNTY, MI

**SUNSET POINTE CONDOMINIUMS**  
PLAN & PROFILE  
STORM SEWER

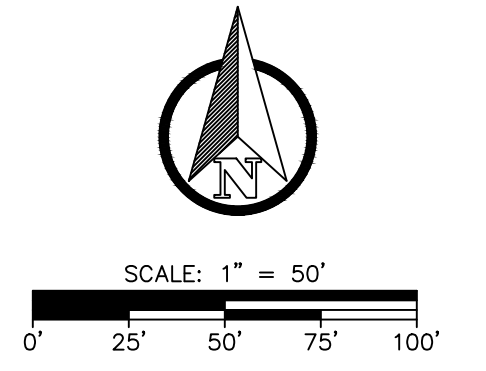
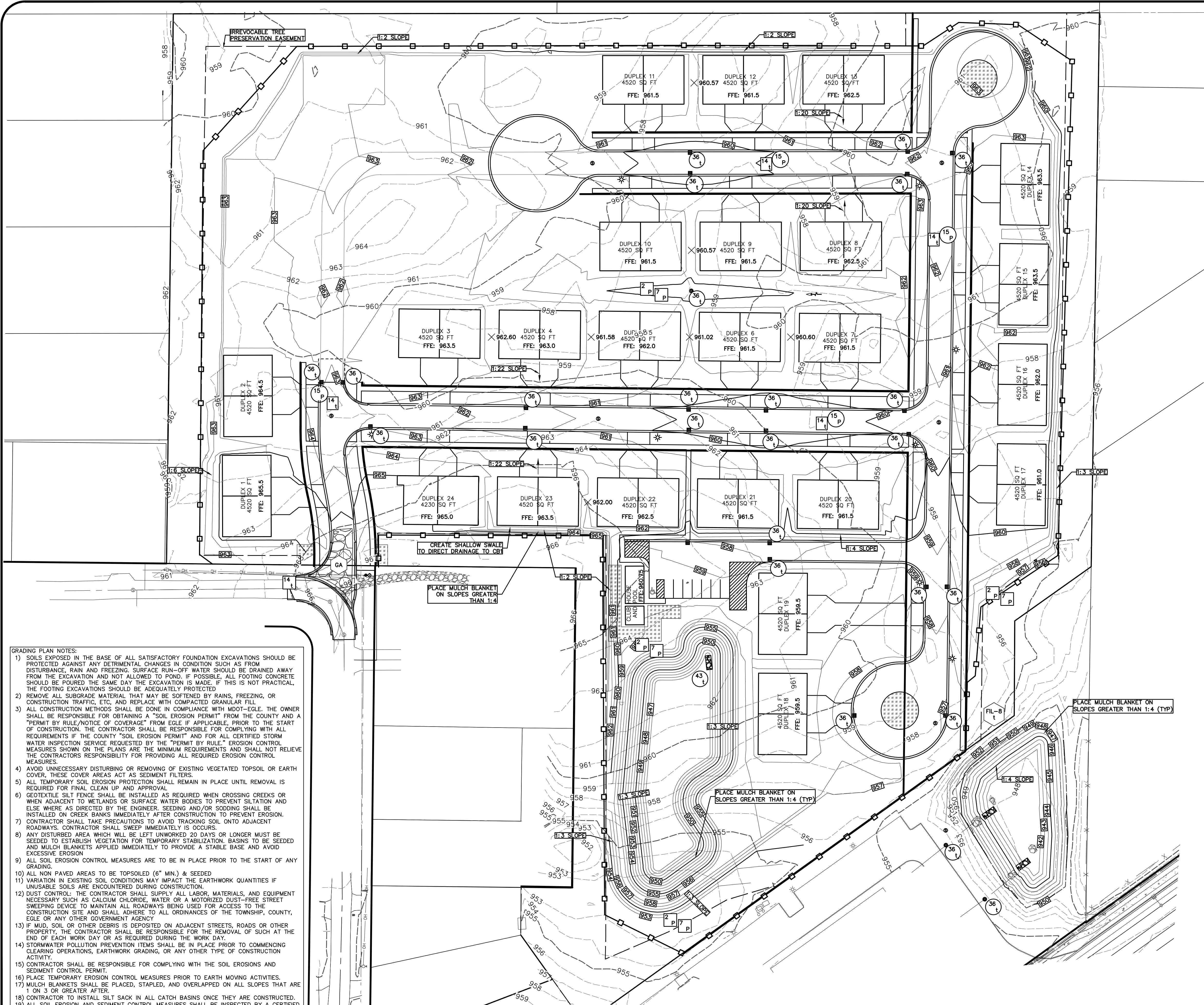


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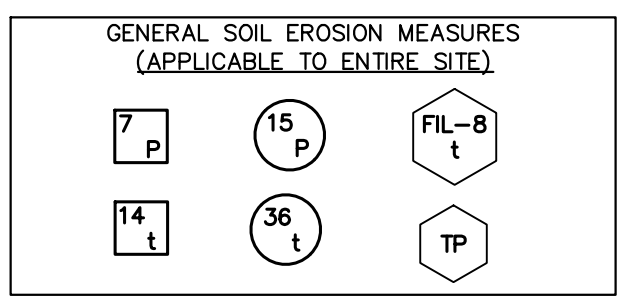
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1012	DGL	C204



**CONTROL MEASURE KEY**

- 2 P SELECTIVE GRADING & SHAPING, PERMANENT
- 7 P HYDROSEEDING, PERMANENT. TYPICAL IN ALL NON-PAVED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES
- 14 t AGGREGATE COVER, TEMPORARY. TYPICAL ON ALL STREETS DISTURBED BY CONSTRUCTION ACTIVITIES
- 15 P PAVING, PERMANENT. TYPICAL ON ALL STREETS DISTURBED BY CONSTRUCTION ACTIVITIES.
- FIL-2 t SEDIMENT BASIN BMP EXHIBIT 2, SEDIMENT BASIN, TEMPORARY REQUIRED FOR DE-WATERING ACTIVITIES, SEVERE SLOPES, AND LARGE DISTURBED AREAS.
- 36 t SILTSACK, TEMPORARY. TYPICAL AT ALL CATCH BASINS WITHIN OR DISTURBED BY CONSTRUCTION ACTIVITIES
- 43 t CULVERT SEDIMENT TRAP, TEMPORARY. TYPICAL AT ALL STORM OUTLETS AND STREAMS DISTURBED BY CONSTRUCTION ACTIVITIES
- FIL-8 t FILTER BMP EXHIBIT 8A, SILT FENCE, TEMPORARY. TYPICAL IN ALL AREAS, ESPECIALLY ADJACENT TO STREAMS, PONDS, ETC. AND ALONG PROJECT UNITS.
- TP TREE PROTECTION, INCLUDES TUNNELING UNDER TREES, TYPICAL FOR ALL TREES ENCOUNTERED UNLESS TREE REMOVAL IS DIRECTED BY THE ENGINEER.
- GA DENOTES GRAVEL ACCESS APPROACH. APPROACH SHALL BE INSTALLED TO PROVIDE STABLE ACCESS TO ROADWAYS AND MINIMIZE DUST AND TRACKING OF MATERIALS ONTO PUBLIC STREETS AND HIGHWAYS. THE APPROACH SHALL BE A MIN. OF 12' WIDE, 6" DEEP, AND CONSIST OF 2"-4" AGGREGATE.



- LEGEND**
- 34 t MICHIGAN UNIFIED KEYING SYSTEM (MUKS)
  - BMP BEST MANAGEMENT PRACTICE (BMP)
  - t TEMPORARY CONTROL MEASURE (DURING CONSTRUCTION AND UNTIL PERMANENT MEASURES ARE ESTABLISHED)
  - P PERMANENT CONTROL MEASURE

**NOTE:**  
 SOIL EROSION AND SEDIMENTATION CONTROL MEASURES INDICATED ARE KNOWN OR ANTICIPATED CONTROL MEASURES NEEDED DURING TYPICAL CONSTRUCTION ACTIVITIES. ADDITIONAL CONTROL MEASURES MAY BE REQUIRED DUE TO CONSTRUCTION ACTIVITY, LOCATION, SOIL TYPE, WEATHER EVENT, ETC. ALL ADDITIONAL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE INCIDENTAL TO THE CONSTRUCTION CONTRACT.

- GRADING PLAN NOTES:**
- 1) SOILS EXPOSED IN THE BASE OF ALL SATISFACTORY FOUNDATION EXCAVATIONS SHOULD BE PROTECTED AGAINST ANY DETRIMENTAL CHANGES IN CONDITION SUCH AS FROM DISTURBANCE, RAIN AND FREEZING. SURFACE RUN-OFF WATER SHOULD BE DRAINED AWAY FROM THE EXCAVATION AND NOT ALLOWED TO POND. IF POSSIBLE, ALL FOOTING CONCRETE SHOULD BE POURED THE SAME DAY THE EXCAVATION IS MADE. IF THIS IS NOT PRACTICAL, THE FOOTING EXCAVATIONS SHOULD BE ADEQUATELY PROTECTED.
  - 2) REMOVE ALL SUBGRADE MATERIAL THAT MAY BE SOFTENED BY RAINS, FREEZING, OR CONSTRUCTION TRAFFIC, ETC. AND REPLACE WITH COMPACTED GRANULAR FILL.
  - 3) ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH MDOT-EGL. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "SOIL EROSION PERMIT" FROM THE COUNTY AND A "PERMIT BY RULE/NOTICE OF COVERAGE" FROM EGLE IF APPLICABLE. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS IF THE COUNTY "SOIL EROSION PERMIT" AND FOR ALL CERTIFIED STORM WATER INSPECTION SERVICE REQUESTED BY THE "PERMIT BY RULE." EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTORS RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
  - 4) AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE COVER AREAS ACT AS SEDIMENT FILTERS.
  - 5) ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.
  - 6) GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSE WHERE AS DIRECTED BY THE ENGINEER. SEEDING AND/OR SODDING SHALL BE INSTALLED ON CREEK BANKS IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION.
  - 7) CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ONTO ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY AS OCCURS.
  - 8) ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 20 DAYS OR LONGER MUST BE SEEDDED TO ESTABLISH VEGETATION FOR TEMPORARY STABILIZATION. BASINS TO BE SEEDDED AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.
  - 9) ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING.
  - 10) ALL NON PAVED AREAS TO BE TOPSOILED (6" MIN.) & SEEDDED.
  - 11) VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNUSABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION.
  - 12) DUST CONTROL: THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL ORDINANCES OF THE TOWNSHIP, COUNTY, EGLE OR ANY OTHER GOVERNMENT AGENCY.
  - 13) IF MUD, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY OR AS REQUIRED DURING THE WORK DAY.
  - 14) STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
  - 15) CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE SOIL EROSIONS AND SEDIMENT CONTROL PERMIT.
  - 16) PLACE TEMPORARY EROSION CONTROL MEASURES PRIOR TO EARTH MOVING ACTIVITIES.
  - 17) MULCH BLANKETS SHALL BE PLACED, STAPLED, AND OVERLAPPED ON ALL SLOPES THAT ARE 1 ON 3 OR GREATER AFTER.
  - 18) CONTRACTOR TO INSTALL SILT SACK IN ALL CATCH BASINS ONCE THEY ARE CONSTRUCTED.
  - 19) ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY A CERTIFIED STORM WATER OPERATOR AND MAINTAINED BY CONTRACTOR EVERY 7 DAYS AND AFTER EVERY SIGNIFICANT RAIN EVENT IN ACCORDANCE WITH NPDES PERMIT BY RULE REQUIREMENTS IF APPLICABLE.
  - 20) EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED.
  - 21) BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.

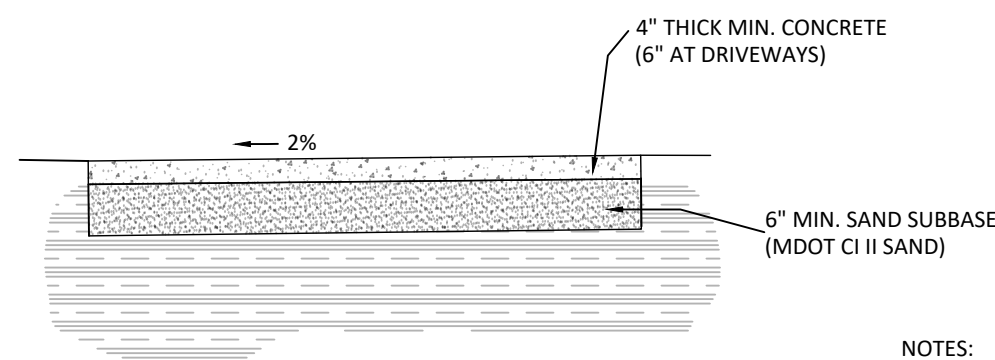
NO.	DATE	REVISION	BY
6	08/29/2022	TOWNSHIP COMMENTS	MDS
7	10/26/2022	SITE PLAN SUBMITTAL	MDS
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11	02/24/2023	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS

OSHEMIO TOWNSHIP  
 KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
 SESC AND GRADING PLAN



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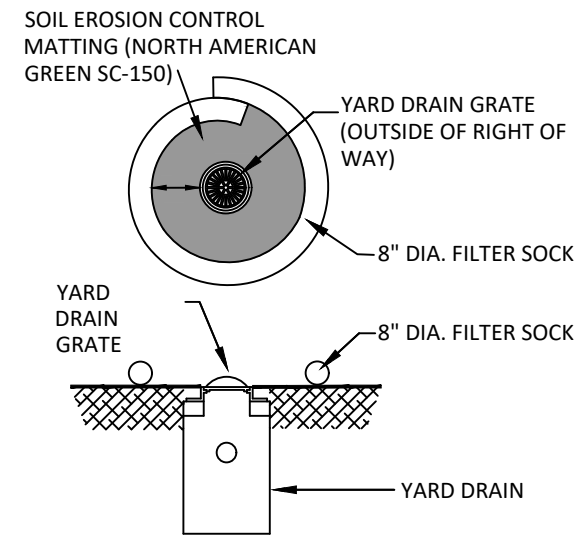
FILE NO. 1012  
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 Sheet No. C300



**CONCRETE SIDEWALK DETAIL**

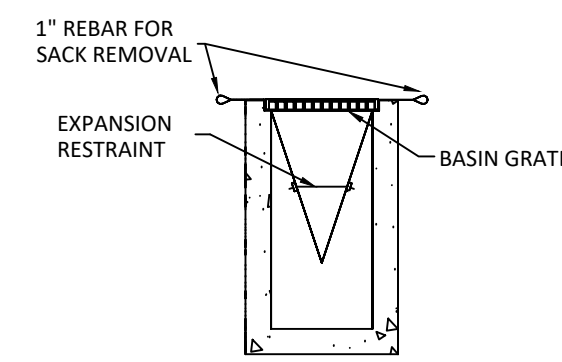
NOT TO SCALE

- NOTES:
- 1/4" WIDE TOoled CONTRACTION JOINTS TO 1" DEPTH AT 5 FOOT INTERVALS.
  - WHERE SIDEWALK IS PLACED ADJACENT TO CURB AND GUTTER, CONTRACTION JOINTS SHALL LINE UP WITH CURB AND GUTTER JOINTS.
  - ISOLATION JOINTS WHERE PAVEMENT ABUTS PROPOSED STRUCTURES OR OTHER PAVEMENTS.



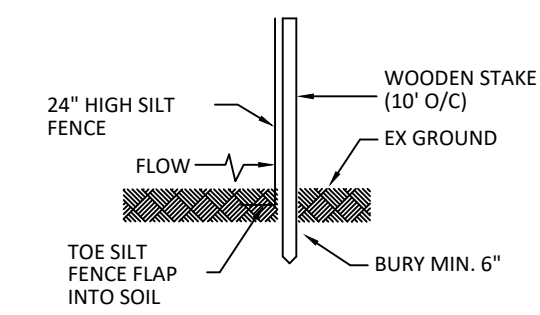
**INLET PROTECTION DETAIL**

NOT TO SCALE



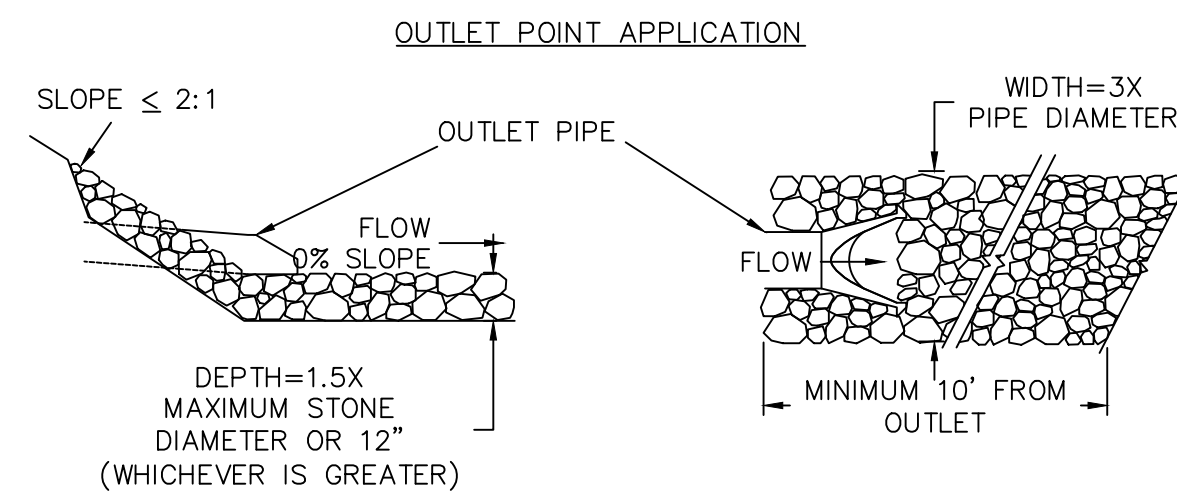
**SILT SACK DETAIL**

NOT TO SCALE



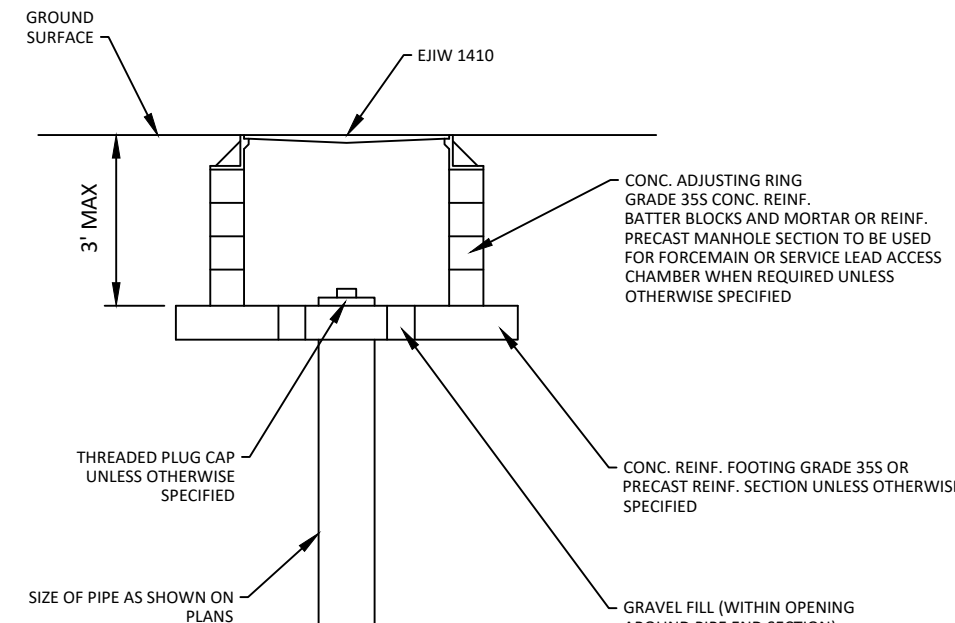
**SILT FENCE DETAIL**

NOT TO SCALE



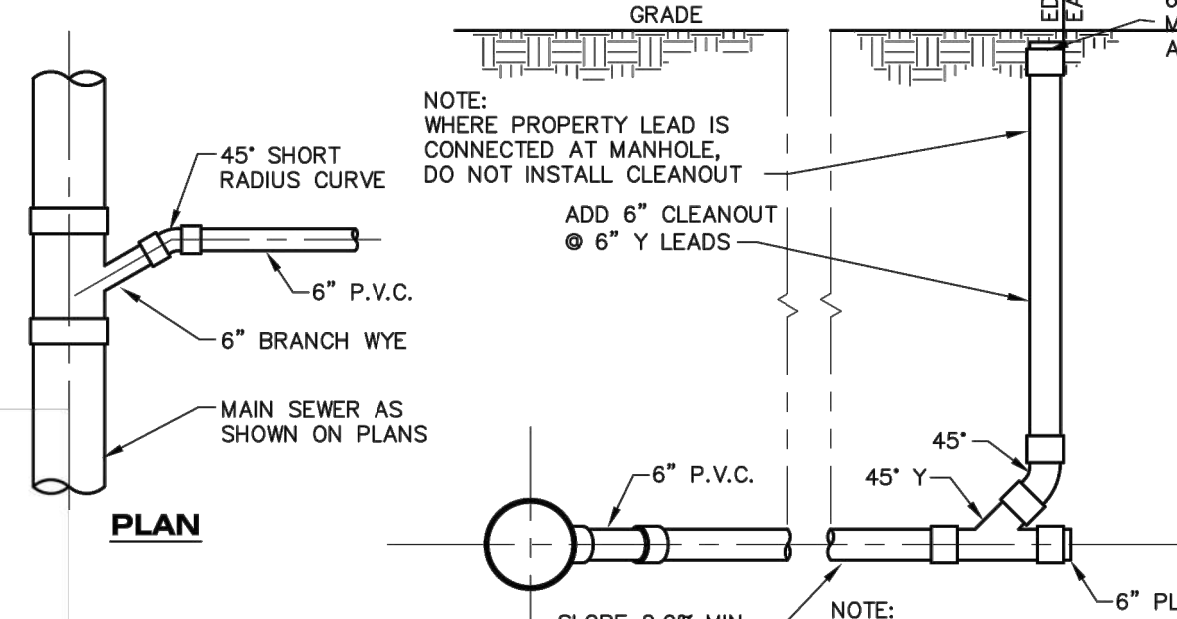
**OUTLET RIPRAP DETAIL**

NOT TO SCALE



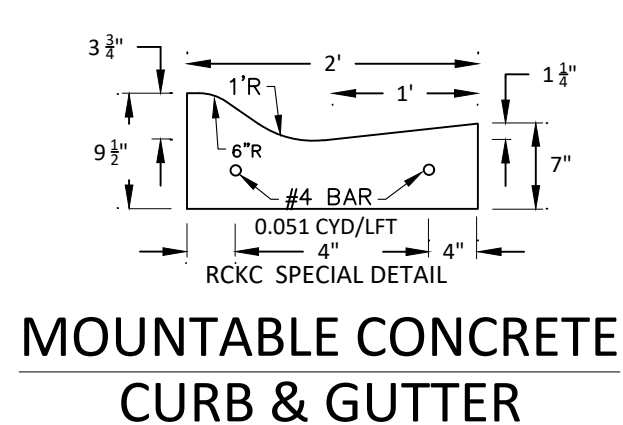
**CLEANOUT DETAIL**

NOT TO SCALE



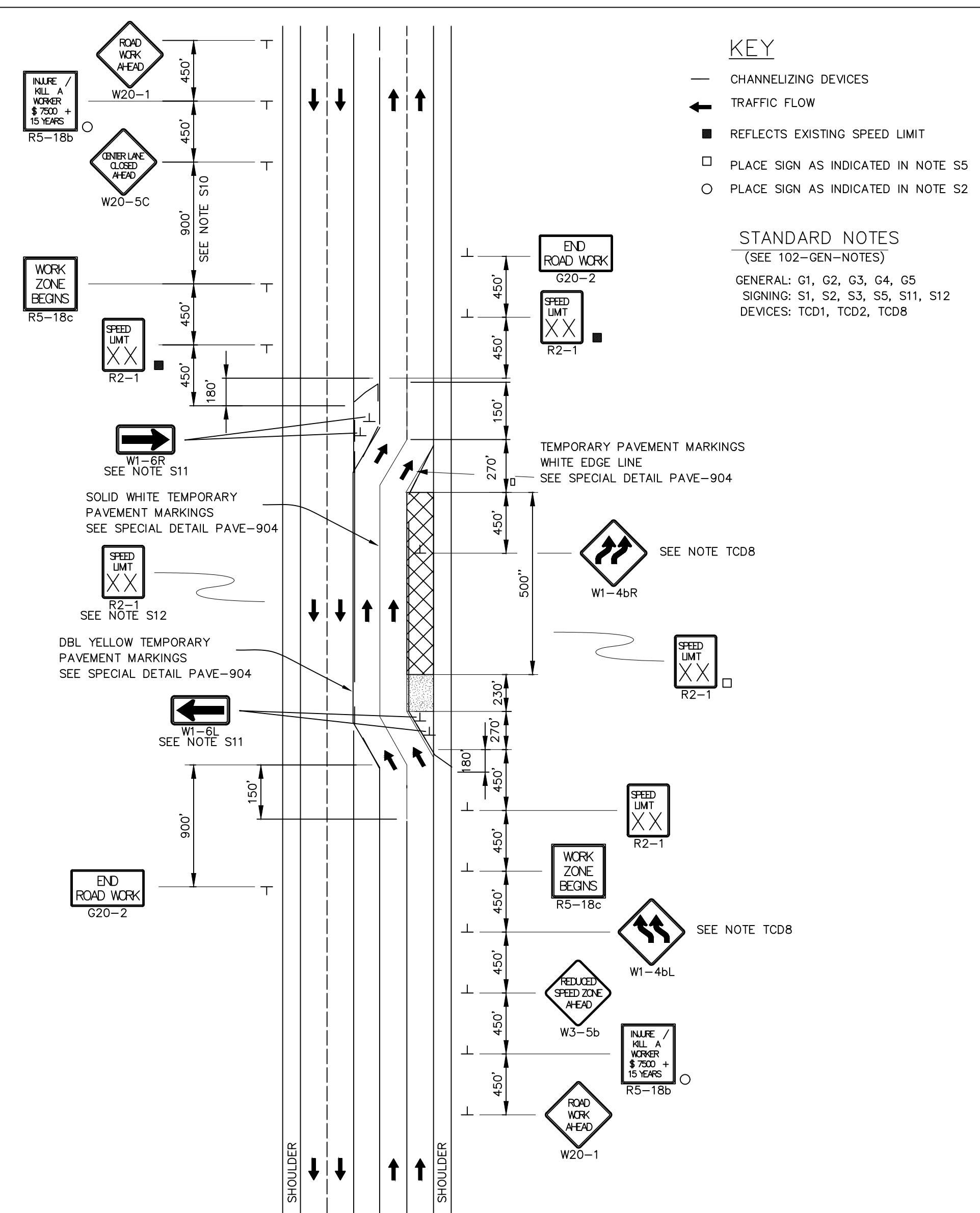
**STANDARD SANITARY MANHOLE**

NOT TO SCALE



**MOUNTABLE CONCRETE CURB & GUTTER**

NOT TO SCALE



**KEY**

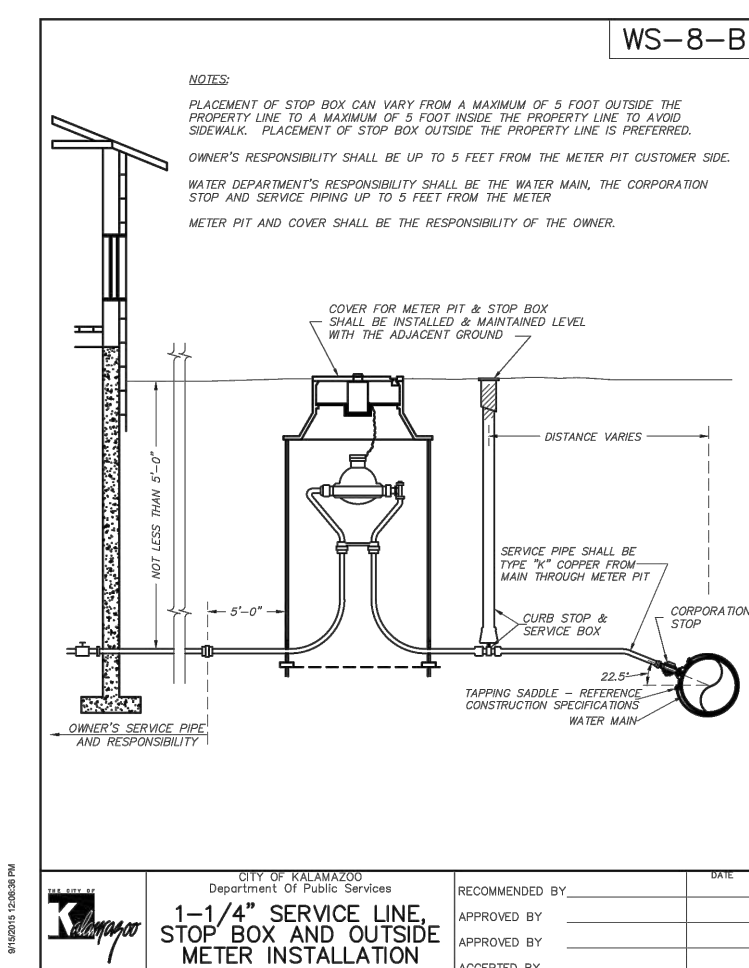
- CHANNELIZING DEVICES
- TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT
- PLACE SIGN AS INDICATED IN NOTE S5
- PLACE SIGN AS INDICATED IN NOTE S2

STANDARD NOTES  
(SEE 102-GEN-NOTES)

GENERAL: G1, G2, G3, C4, C5  
SIGNING: S1, S2, S3, S5, S11, S12  
DEVICES: TCD1, TCD2, TCD8

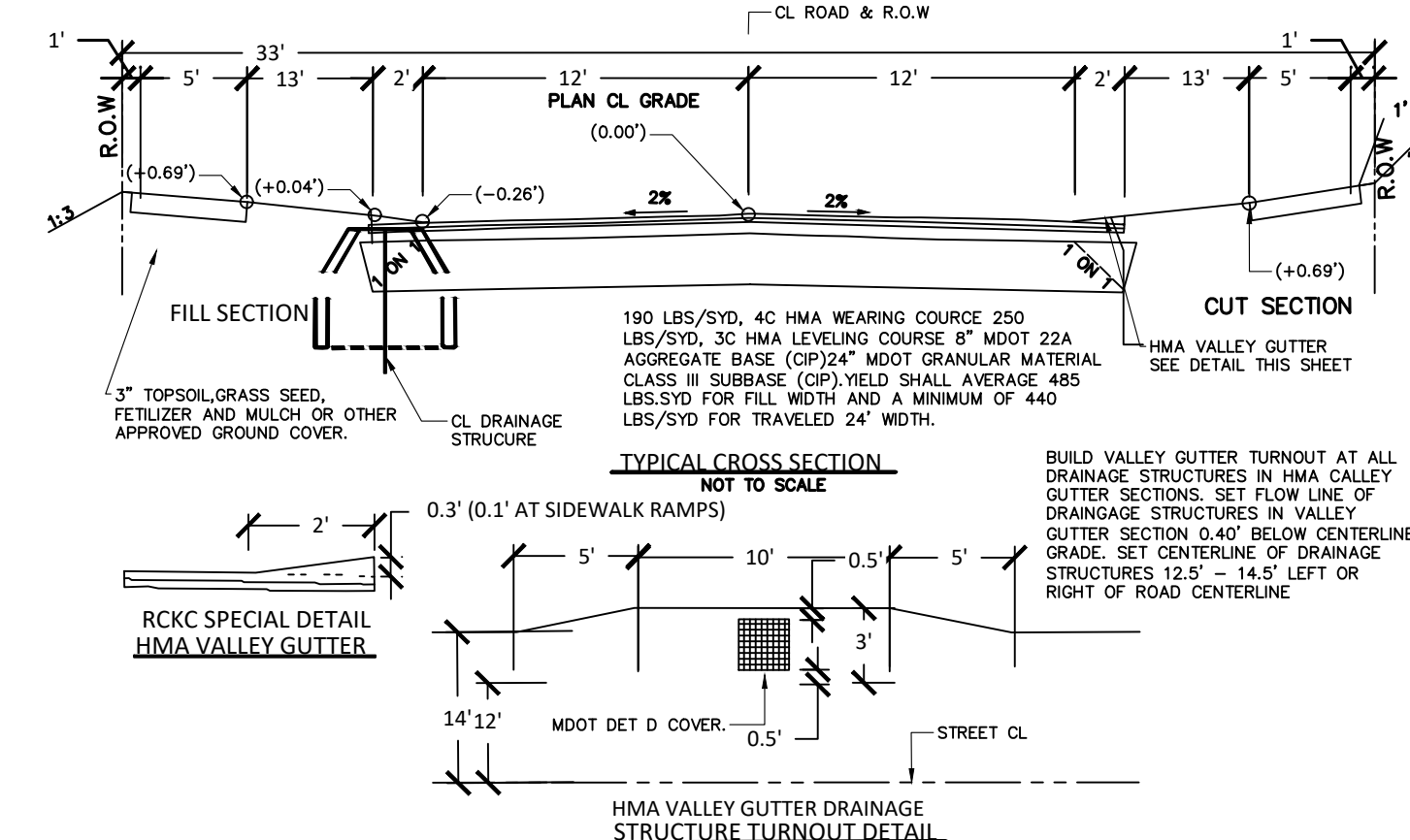
**CITY OF KALAMAZOO SANITARY LEAD DETAIL**

NO SCALE



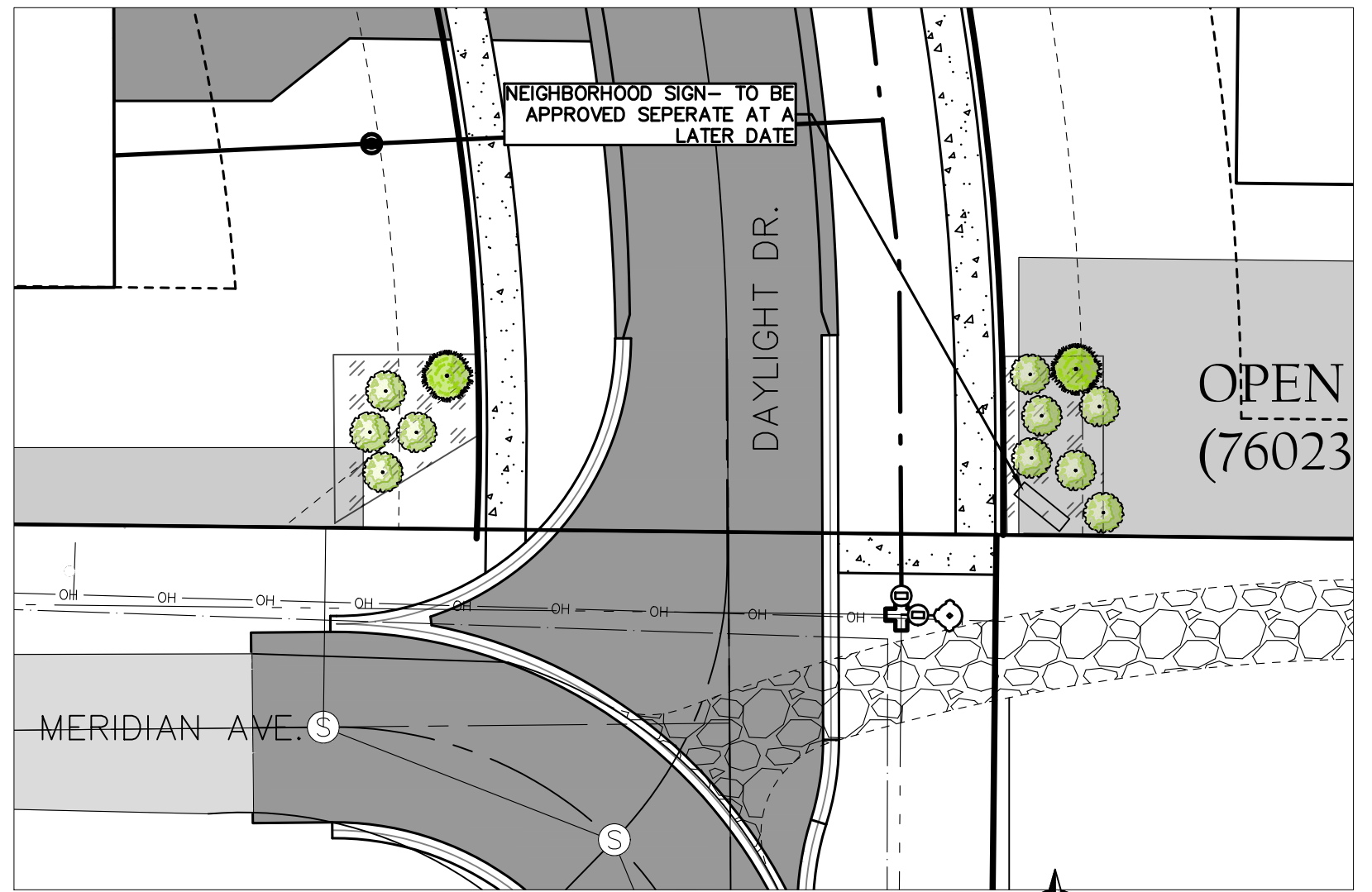
**FIGURE 1 RESIDENTIAL HMA VALLEY GUTTER ROAD**

MINIMUM DESIGN REQUIREMENTS



**CLUBHOUSE LANDSCAPE PLAN**

SCALE: 1"=20'



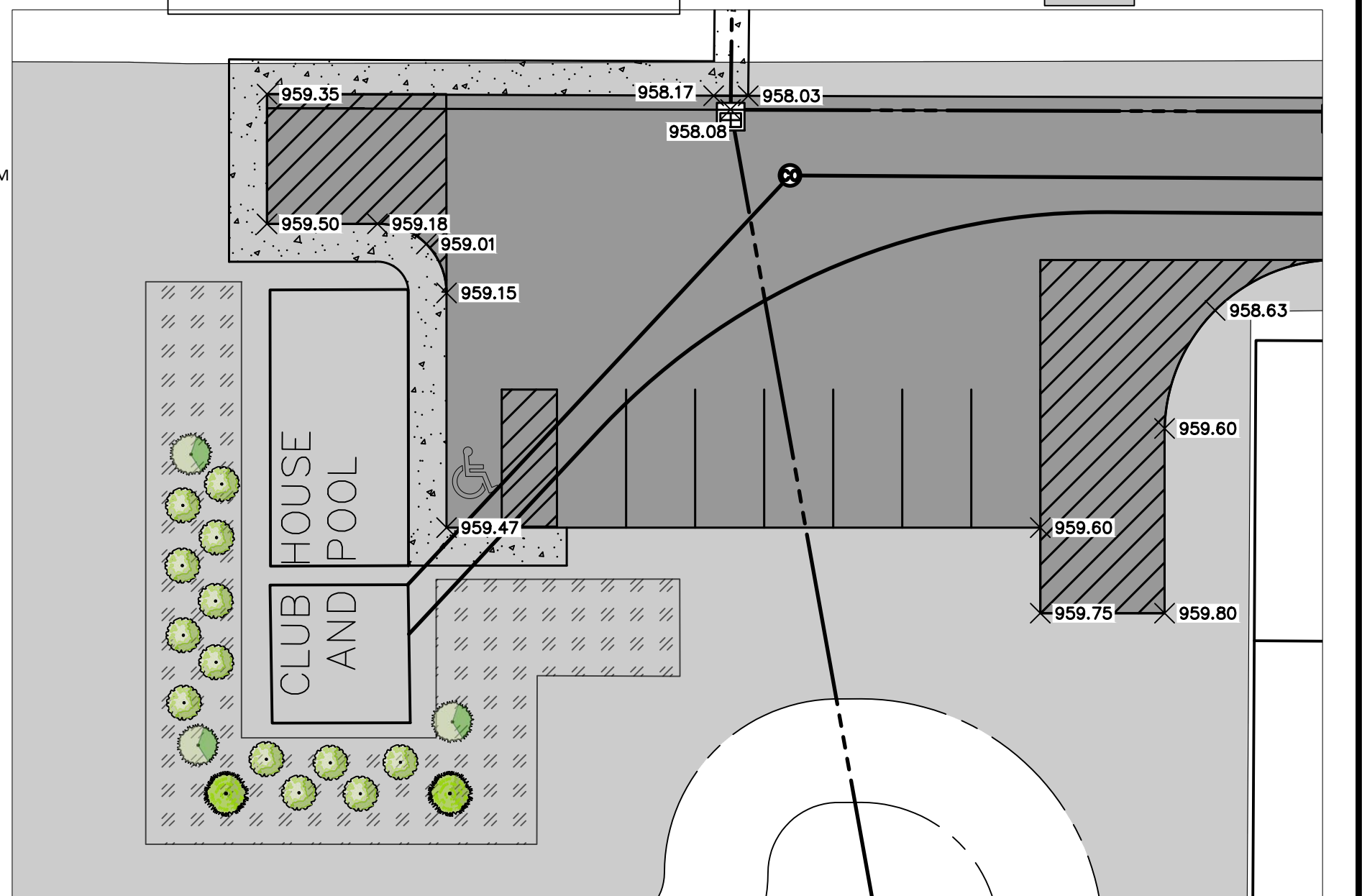
**DAYLIGHT DR. FRONT ENTRANCE LANDSCAPE PLAN**

SCALE: 1"=20'

- LANDSCAPE LEGEND**
- CANIFER/EVERGREEN (5' HEIGHT)
  - SHRUB (24" HEIGHT)
  - CANOPY (2" CALIPER)
  - ORNAMENTAL (8'-10' HEIGHT)
  - INTERNAL LANDSCAPING AREAS

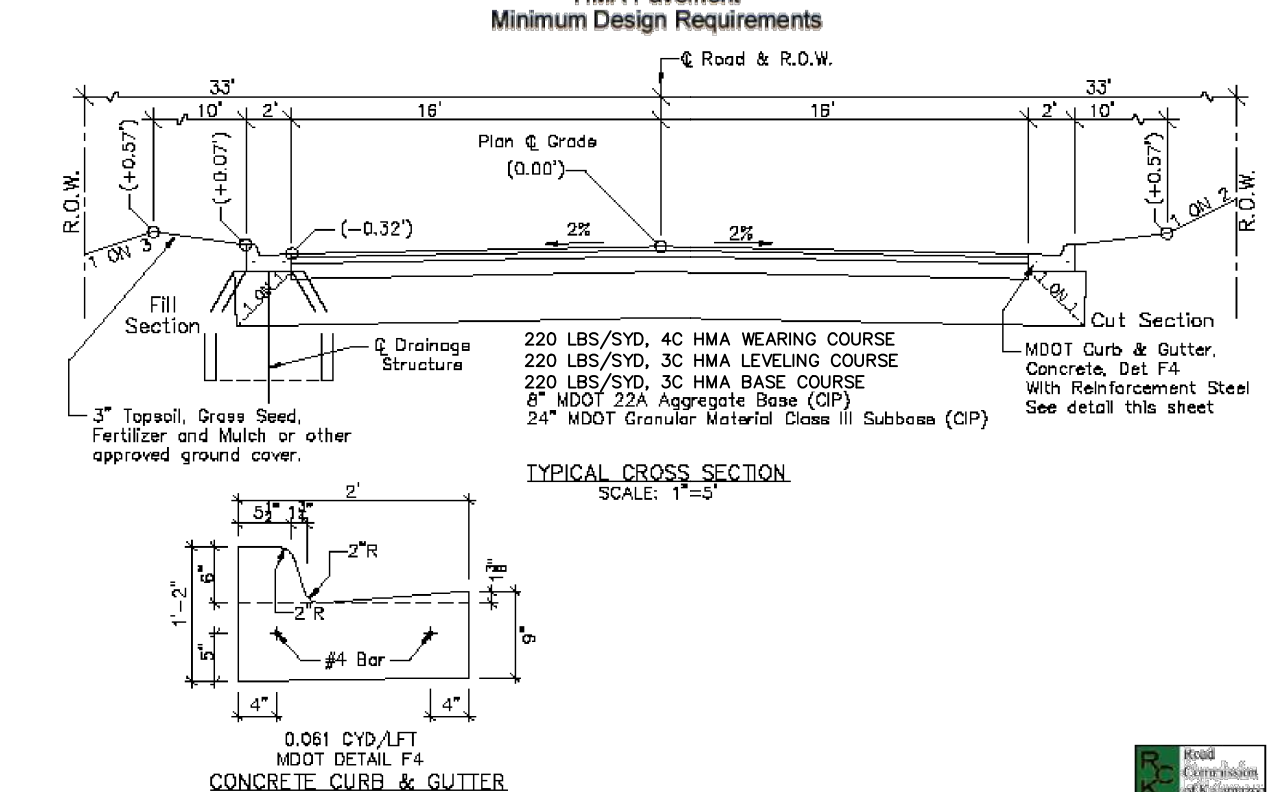
**LINE AND HATCH LEGEND**

- WOODCHIP PATH
- EXISTING ASPHALT
- PROPOSED ASPHALT
- EXISTING CONCRETE
- PROPOSED CONCRETE
- LANDSCAPE AREAS
- OPEN SPACE



**Figure IV Commercial Concrete Curb & Gutter Road**

HMA Pavement Minimum Design Requirements



	NOT TO SCALE	MAINTAINING TRAFFIC TYPICAL	DOUBLE LANE SHIFT ON A 5-LANE UNDIVIDED ROADWAY	DATE: JUNE 2021
	NO. 138-CLT-SHIFT-2(R)			SHEET: 1 OF 1

NO.	DATE	REVISION	BY
6	08/29/2022	TOWNSHIP COMMENTS	MDS
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10	12/23/2022	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS
11	02/24/2023	RCKC SUBMITTAL/TOWNSHIP COMMENTS	MDS

OSHEMO TOWNSHIP  
KALAMAZOO COUNTY, MI

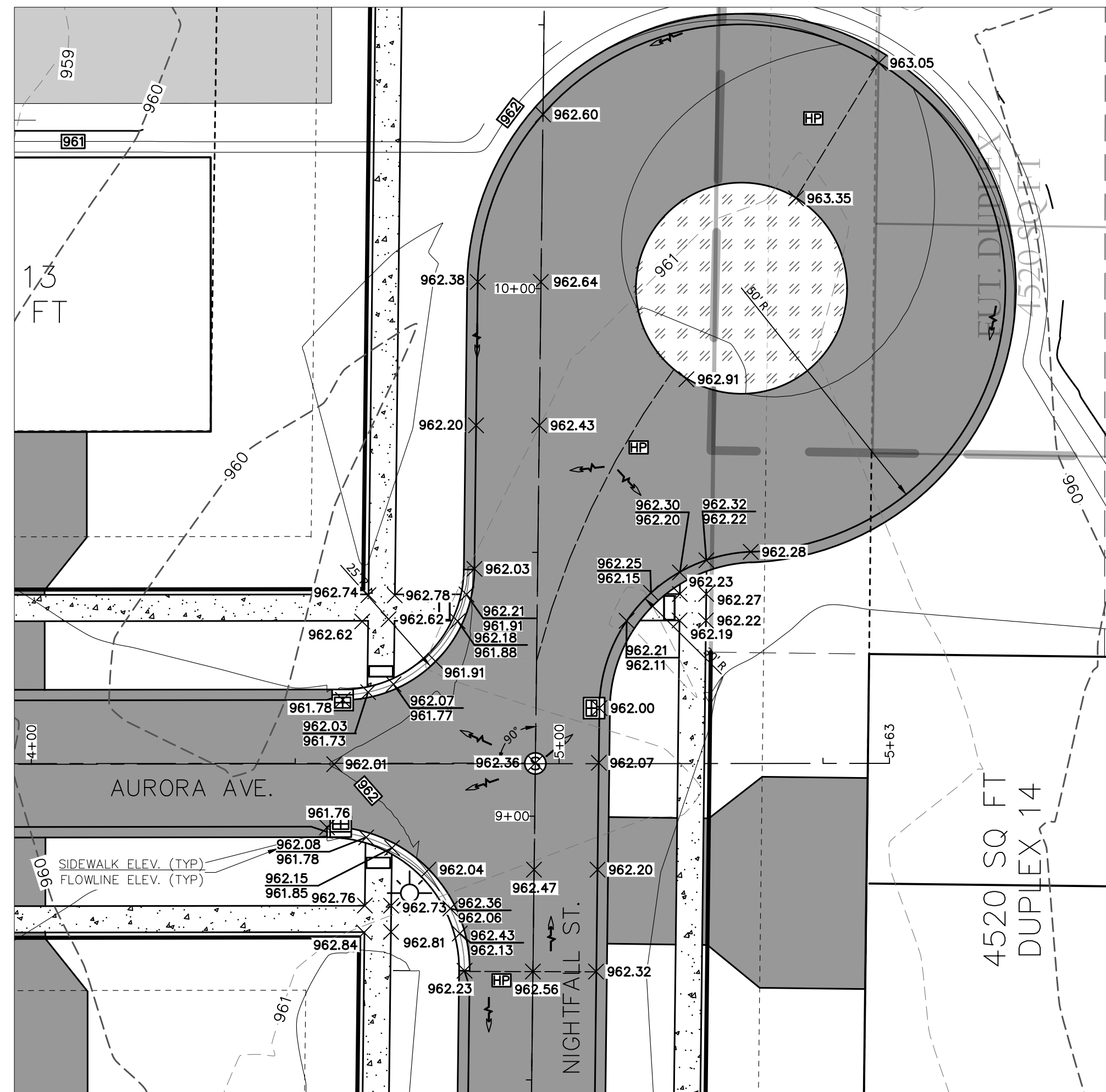
**SUNSET POINTE CONDOMINIUMS**  
DETAILS

**VK CIVIL** Vriesman & Korhorn

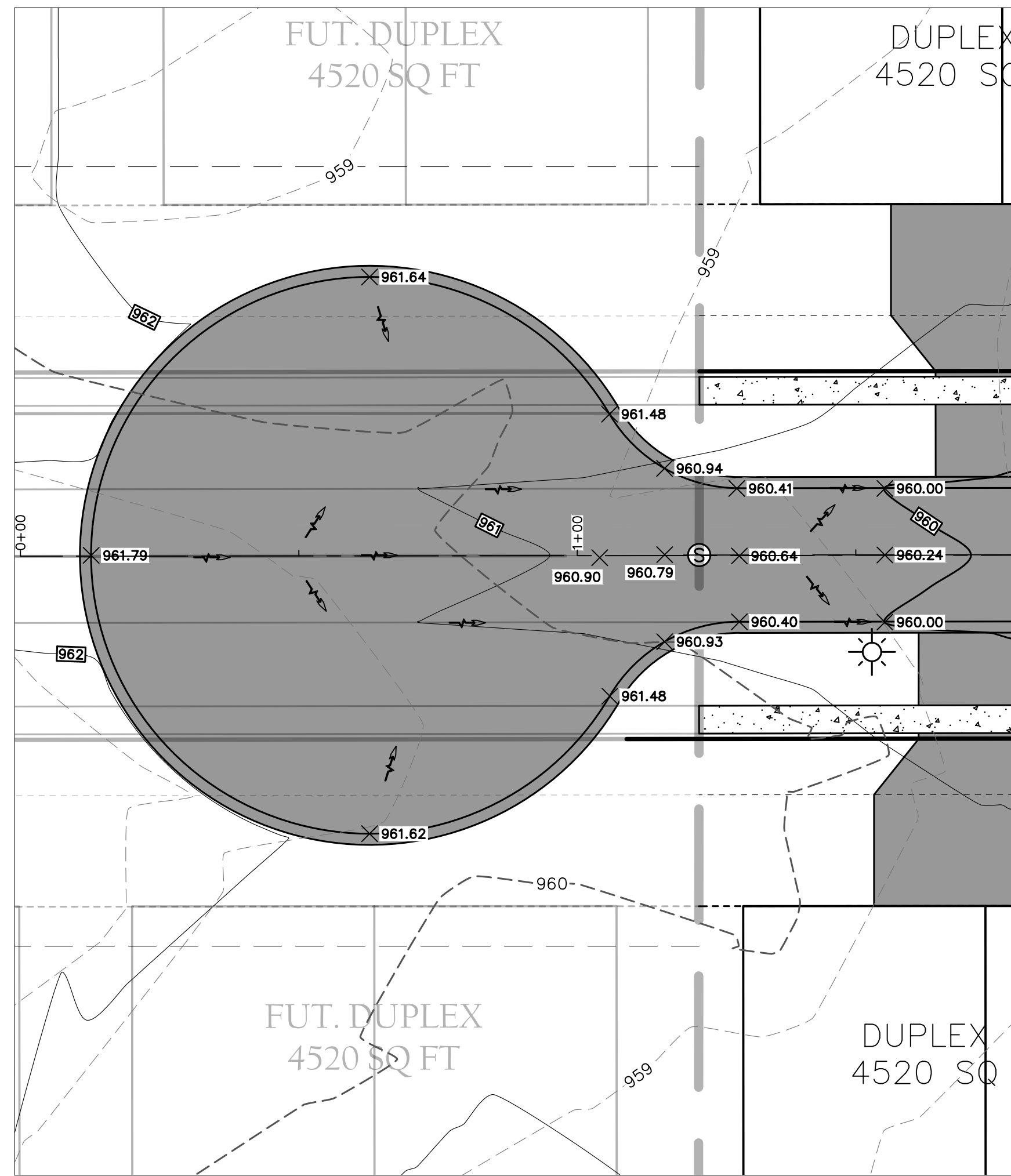
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FILE NO. 1012  
CHECKED DGL  
Sheet No. C400

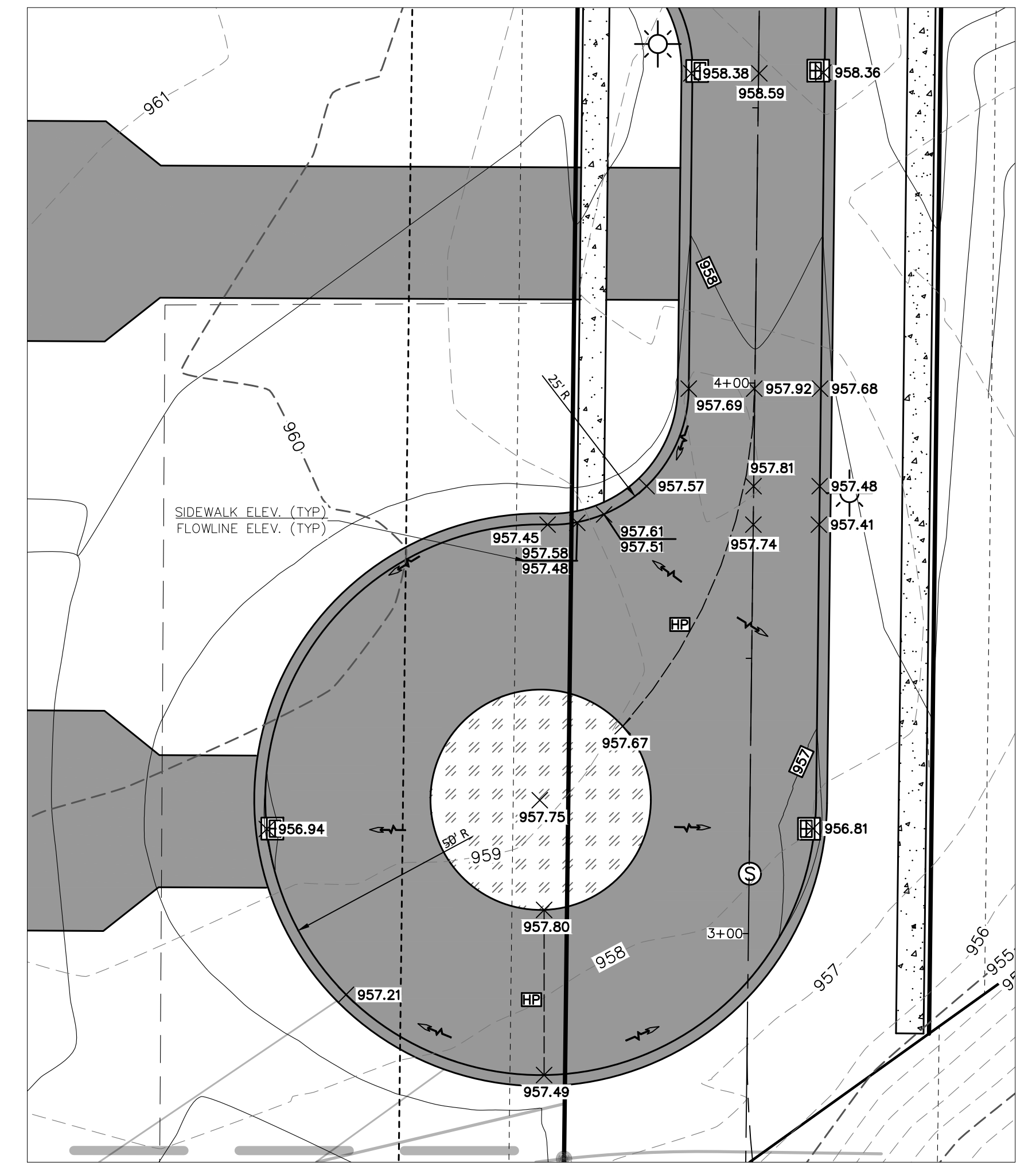
www.VKcivil.com



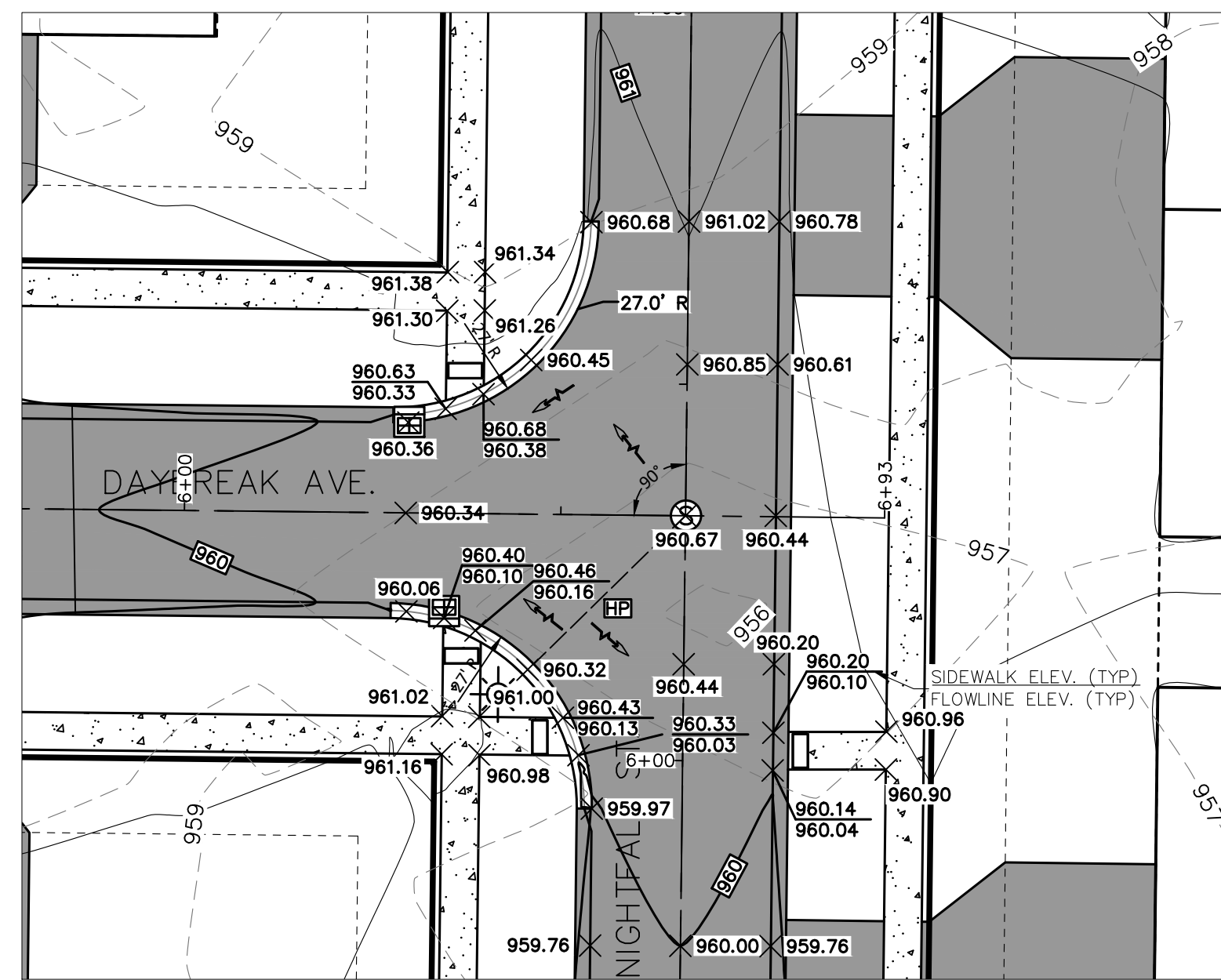
**INTER. OF AURORA AVE. & NIGHTFALL ST. W/ CUL-DE-SAC**  
SCALE: 1"=20'



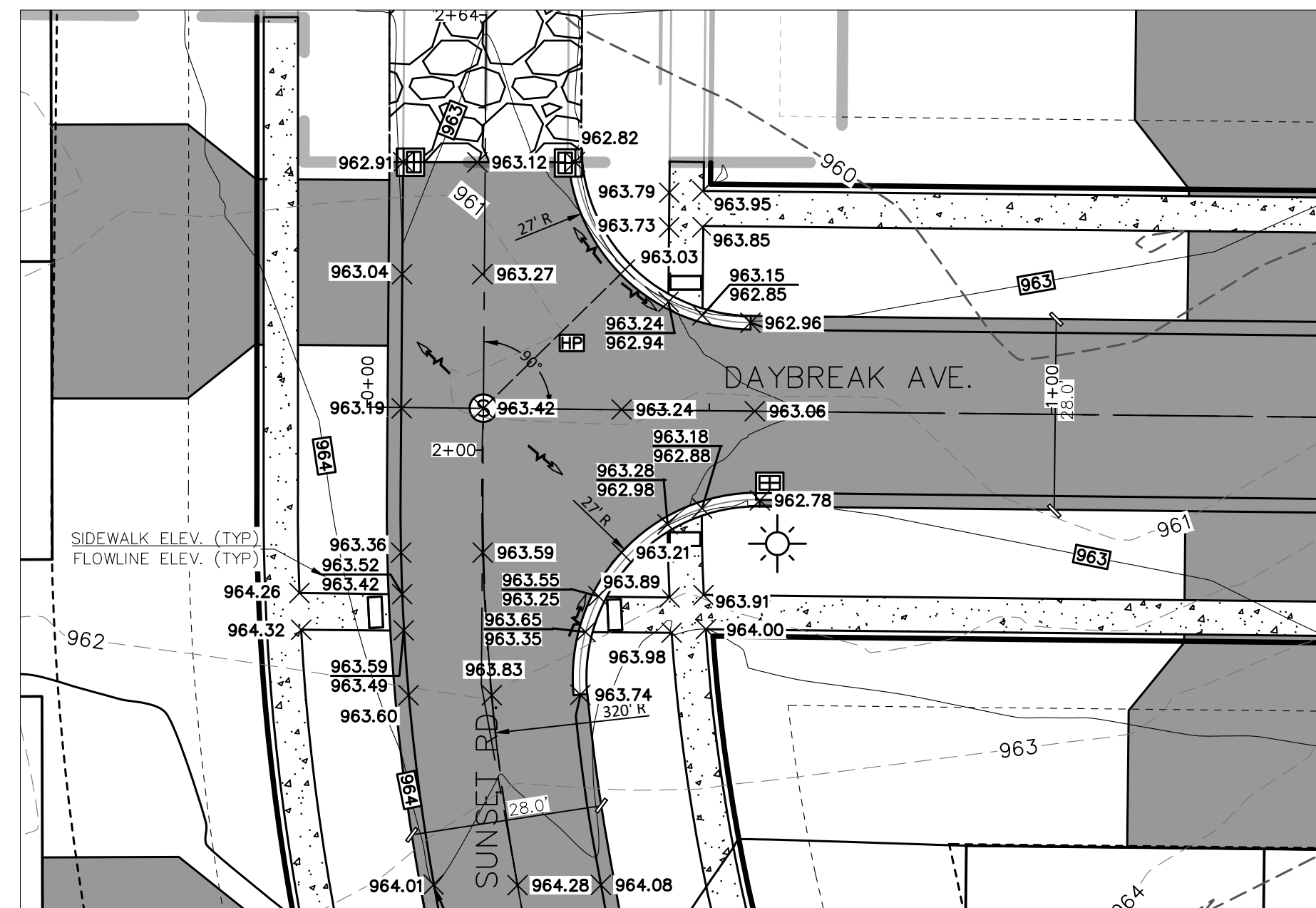
**TEMP CUL-DE-SAC**  
SCALE: 1"=20'



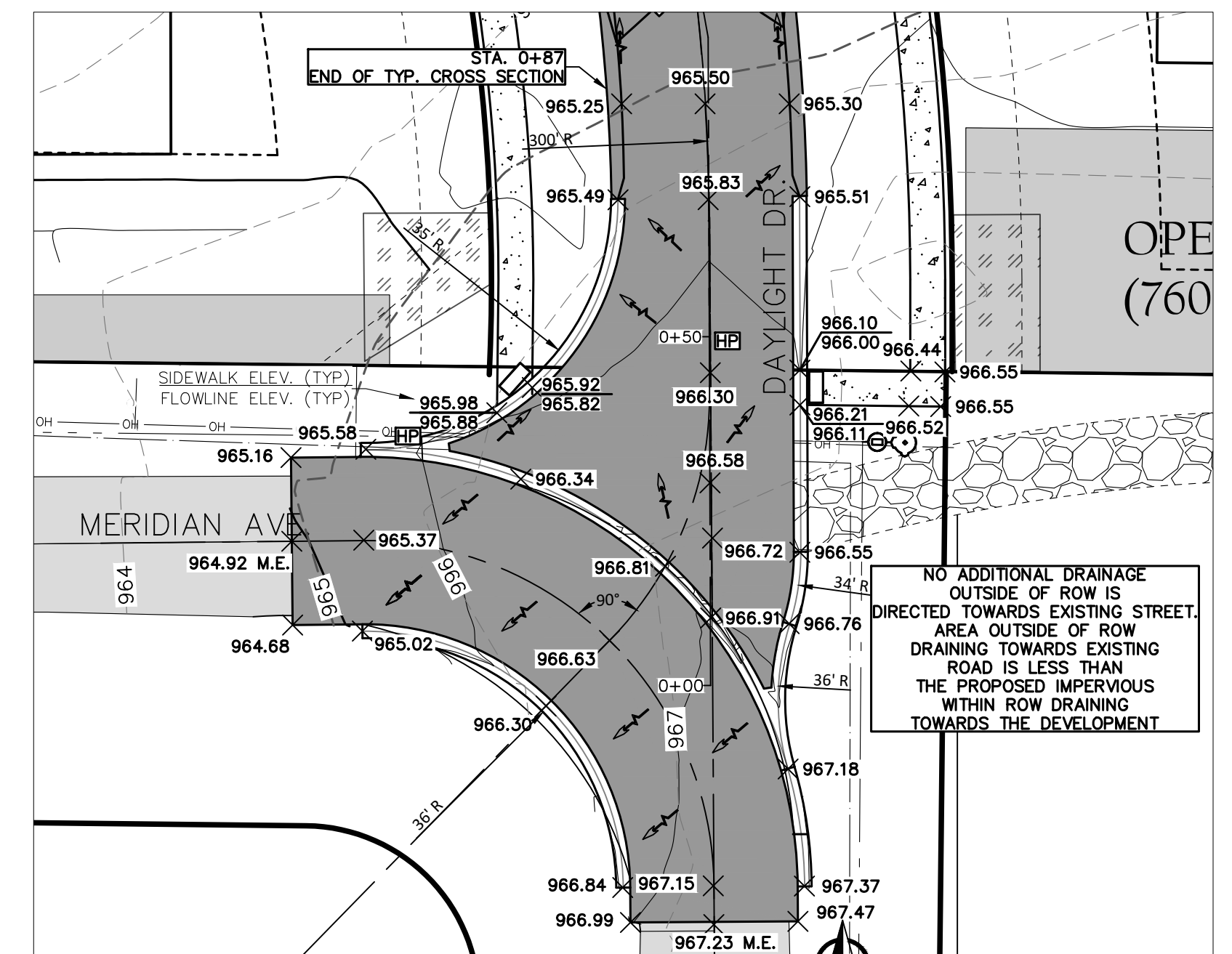
**NIGHTFALL ST. SOUTH CUL-DE-SAC**  
SCALE: 1"=20'



**INTER. OF DAYBREAK AVE. & NIGHTFALL ST.**  
SCALE: 1"=20'



**INTER. OF SUNSET RD. & DAYBREAK AVE.**  
SCALE: 1"=20'



**DAYLIGHT DR. FRONT ENTRANCE**  
SCALE: 1"=20'

NO.	DATE	REVISION	BY
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OSHTEMO TOWNSHIP  
KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
INTERSECTION DETAILS



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Sheet No. C401



SCALE: 1" = 50'  
0' 25' 50' 75' 100'

**SYMBOL LEGEND**

- EXISTING TREE
- BOLLARD
- ⊙ LIGHT POLE
- ⊙ POWER POLE
- ⊙ STOP SIGN
- ⊙ FIRE LANE NO PARKING SIGN
- ⊙ HYDRANT LOCATIONS

**LINE AND HATCH LEGEND**

- ..... WOODCHIP PATH
- ▨ EXISTING ASPHALT
- ▨ PROPOSED ASPHALT
- ▨ EXISTING CONCRETE
- ▨ PROPOSED CONCRETE
- ▨ LANDSCAPE AREAS
- ▨ OPEN SPACE

**PHASE 1 LANDSCAPE LEGEND**

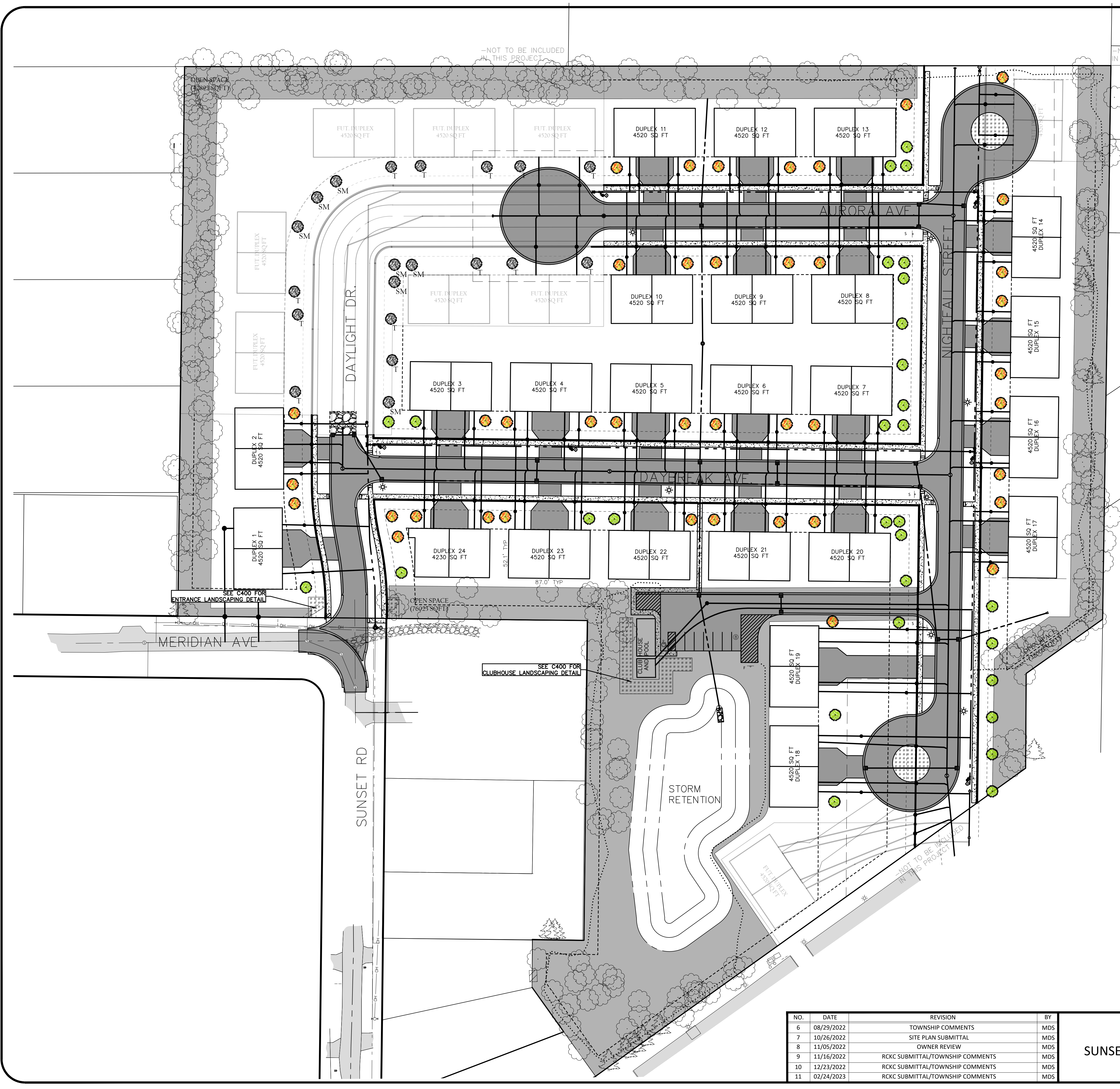
- CONIFER/EVERGREEN (5' HEIGHT)
- SHRUB (24" HEIGHT)
- CANOPY-SUGAR MAPLE (2" CALIPER)
- CANOPY-TULIP TREE (2" CALIPER)
- ORNAMENTAL (8'-10' HEIGHT)
- EX. CANOPY
- ⊙ EX. CONIFER/EVERGREEN
- ⊙ FUTURE CANOPY-SUGAR MAPLE
- ⊙ FUTURE CANOPY-TULIP TREE

PROPOSED STREET TREE COUNT  
PHASE 1: 71  
PHASE 2: 20  
TOTAL: 91

**OSHTEMO TOWNSHIP LANDSCAPE SIZE REQUIREMENTS**

PLANT MATERIAL TYPE	SIZE
CANOPY TREE - SINGLE STEM CLUMP	2" CALIPER*
CANOPY TREE - MULTI-STEM CLUMP	10 FEET (HEIGHT)
UNDERSTORY TREE	8' TO 10' (HEIGHT)
EVERGREEN TREE	5 FEET (HEIGHT)
SHRUB - DECIDUOUS	24 INCHES (HEIGHT)
SHRUB - LOW GROWING	18 INCHES (HEIGHT)
SHRUB - LOW GROWING	2 - GALLON POT

\* 2" CALIPER AS MEASURED IN CONFORMANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK



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OSHTEMO TOWNSHIP  
KALAMAZOO COUNTY, MI  
**SUNSET POINTE CONDOMINIUMS**  
LANDSCAPE PLAN

**VK CIVIL** Vriesman & Korhorn  
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CHECKED DGL  
Sheet No. C500

**MASTER DEED OF  
SUNSET POINTE CONDOMINIUMS**

**(Act 59, Public Acts of 1978, as amended)  
Kalamazoo County Subdivision Plan No. \_\_\_\_\_**

- (1) Master Deed establishing Sunset Pointe Condominiums, a Condominium Project.
- (2) Exhibit A to Master Deed - Condominium Bylaws of Sunset Pointe Condominiums.
- (3) Exhibit B to Master Deed - Condominium Subdivision Plan for Sunset Pointe Condominiums.
- (4) Exhibit C to Master Deed - Consent of Mortgagee to Submission of Real Property to Condominium Project

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207-526(a).

This Document Drafted by and when recorded, return to:

GARRY L. WALTON, P.C.  
229 E. Michigan Avenue, Suite 340  
Kalamazoo, Michigan 49007  
(269) 383-3434

**MASTER DEED**

**SUNSET POINTE**

**THIS MASTER DEED** is made and executed on this \_\_\_\_\_ day of May, 2022 by SUNSET POINTE CONDOMINIUMS, LLC, a Michigan limited liability company, the address of which is 6146 Street, Suite E, Kalamazoo, Michigan 49009 (the "Developer"), pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential condominium project under the provisions of the Act.

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Sunset Pointe as a residential condominium project under the Act and declares that Sunset Pointe shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the condominium premises, and their grantees, successors, heirs, personal representatives and assigns.

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Sunset Pointe Condominiums, Kalamazoo County Condominium Subdivision Plan No. \_\_\_\_\_. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

**ARTICLE II**

**LEGAL DESCRIPTION**

The land which is subject to the Condominium Project established by this Master Deed is described as follows:

TOWNSHIP OF OSHTEMO, COUNTY OF KALAMAZOO, STATE OF MICHIGAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Parcel 1

Beginning Northeast corner Lot 15, Pioneer Acres, thence Northeasterly parallel Northerly line West Michigan Avenue to point 100 feet Southwesterly of East 1/8 line thence North Parallel said 1/8 line 100 feet, thence Northeasterly parallel Northerly line said avenue, 100 feet to East 1/8 line, thence North thereon to North line South 26 rods 40 links Northwest 1/4 Southeast 1/4, thence West on said North line 60 rods, thence South parallel North and South 1/4 line 583.44 feet to North line Meridian Avenue, thence East along North line Pioneer Acres Plat and ext Est 440 feet, thence South parallel to and 55 feet East of East line Lots 9, 10, and 11 Outlots A and B 342 feet West 55 feet to East line said plat, thence South 51.13 feet, thence Southeasterly 116.97 feet to beginning.

Property Tax ID: 3905-26-460-021

Parcel 2:

Lot 14 of Pioneer Acres, according to the recorded Plat thereof, as recorded in Liber 19 of Plats, Page 40, Kalamazoo County Records.

Property Tax ID: 3905-26-456-140

Property Address Meridian – Vacant Land, Kalamazoo, Michigan 49009

The Condominium Project and the Units contained therein are subject to the following restrictions, limitations, encumbrances and easements of record including, and/or together with:

- (a) Local zoning, building, and use ordinances and restrictions.
- (b) Rights or claims of parties in possession not shown by the public records.
- (c) Any encroachment, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the Condominium Premises.
- (d) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
- (e) Any and all oil, gas, mineral, mining rights and/or reservations thereof.
- (f) Taxes or special assessments which are not shown as existing liens by the public records; and/or taxes and/or assessments which become a lien or become due and payable subsequent to the date hereof.
- (g) Rights of the public, and of any governmental unit, in any part of the



Condominium Premises taken, used, or deeded for street or highway uses.

### ARTICLE III DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Sunset Pointe Condominiums Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Sunset Pointe. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 3.1** **"Act"** means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

**Section 3.2** **"Association"** means Sunset Pointe Condominiums Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

**Section 3.3** **"Bylaws"** means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

**Section 3.4** **"Township"** means Oshtemo Township, a Michigan township, located in Kalamazoo County, Michigan, and its successors, assigns and transferees.

**Section 3.5** **"Common Elements"** where used without modification, means both the General and Limited Common Elements described in Article IV below.

**Section 3.6** **"Condominium Documents"** means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation of the Condominium Association, as any or all of the foregoing may be amended from time to time.

**Section 3.7** **"Condominium Premises"** means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

**Section 3.8** **"Condominium Project", "Condominium" or "Project"** are used synonymously to refer to Sunset Pointe Condominiums.

**Section 3.9 "Condominium Subdivision Plan"** means Exhibit B to this Master Deed.

**Section 3.10 "Master Deed"** means this document which, when recorded, shall establish the Condominium and to which the Condominium By-Laws and Condominium Subdivision Plan are attached as Exhibits.

**Section 3.11 "Consolidating Master Deed"** means the final amended Master Deed which shall describe Sunset Pointe as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Kalamazoo County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto.

**Section 3.12 "Construction and Sales Period"** means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project or for so long as the Developer is entitled to add Units to the Project.

**Section 3.13 "Co-owner"** means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

**Section 3.14 "Developer"** means SUNSET POINTE CONDOMINIUMS, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

**Section 3.15 "First Annual Meeting"** means the meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting shall be held upon the earlier of (a) fifty-four (54) months from the date of the first Unit conveyance, or (b) within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

**Section 3.16 "Storm Water Drainage Facilities"** means the surface water drainage system, storm drain lines and detention/sedimentation basins within or that serve the Condominium Project, if any.

**Section 3.17 "Transitional Control Date"** means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes

which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

**Section 3.18** **"Unit" or "Condominium Unit"** means a single unit in the Condominium Project, as such space may be described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Wherever any reference is made to one gender, the reference shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where that reference would be appropriate, and vice versa.

## **ARTICLE IV**

### **COMMON ELEMENTS**

The Common Elements of the Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

**Section 4.1** **General Common Elements**

- (a) The land described in Article II hereof, including easement interests for utilities and storm water drainage and retention;
- (b) The lawns, yards, trees, shrubs and other plantings;
- (c) The private roads;
- (d) Clubhouse with amenities;
- (e) The electrical wiring network throughout the Project up to the point of connection with electrical outlets within a Unit;
- (f) The telephone wiring network throughout the Project up to the point of connection with telephone equipment within a Unit;
- (g) The gas line network throughout the Project up to the point of connection with gas fixtures within a Unit;
- (h) The water distribution system throughout the Project, up to the point of connection with plumbing fixtures within a Unit;

(i) The sanitary sewer system throughout the Project, up to the point of connection with plumbing fixtures within any Unit;

(j) The storm drainage system throughout the Project, including any retention facilities;

The Storm Water Drainage Facilities; the telecommunications system and similar services and systems located within or that serve the Condominium; may be owned by, or dedicated by Developer to the local public authority, government body or the company that is providing the pertinent service. Accordingly, such utility lines and systems, the Storm Water Drainage Facilities, and the telecommunications and/or other systems; if and when constructed, shall be General Common Elements only to the extent they are not dedicated or transferred to public authorities or companies and only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

(k) Foundations, supporting columns, Unit perimeter walls, roofs, ceilings; and

(l) Such other Elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

(m) Open Space Areas. The portions of the Open Space Areas as shown in Exhibit B are Common Elements.

(n) Paths. The woodchip foot pathways as shown in Exhibit B are Common Elements.

#### ***Section 4.2 Limited Common Elements***

(a) Each individual patio in the Project that is restricted to use to the Co-owner of the Unit which opens into such patio as shall be shown on Exhibit "B";

(b) The exterior doors, windows and screens in each Unit including those in the garage;

(c) The interior surfaces of Unit perimeter walls, ceilings and floors contained within a Unit, sliders, and doors;

(d) The heating and cooling systems, water heaters, air conditioners, for each Unit;

- (e) Each driveway leading to a garage and the sidewalk between the driveway and the Unit;
- (f) The fireplace combustion chamber; and
- (g) The garage interior spaces and interior surfaces.

**Section 4.3 Respective Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) The costs of maintenance, repair and replacement of each individual patio described in Article IV Section 4.2(a) above shall be borne by the Co-owner of the Unit to which such Limited Common Element appertains;

(b) The cost of maintenance, repair and replacement of all doors, windows and screens described in Article IV Section 4.2(b) above shall be borne by the Co-owner of the Unit to which such Limited Common Element appertains;

(c) The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV Section 4.2(c) and in Article IV Section 4.2(g) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant;

(d) The costs of maintenance, repair and replacement of the heating and cooling system described in Article IV Section 4.2(d) above shall be borne by the Co-owner of the Unit to which such Limited Common Element appertains;

(e) The cost of maintenance, repair and replacement of the driveways leading to garages and the sidewalk between the driveway and the Unit described in Article IV B-5 above shall be borne by the Co-owner of the Unit to which such garage appertains;

(f) The costs of maintenance, repair and replacement of the private road described in Article IV Section 4.1(c) shall be borne by the Association; and

(g) The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, except to the extent of repair or replacement due to the act or neglect of a Co-Owner or his agent, invitee, family member or pet and further except for approved individual landscaping as described on Exhibit A, the Condominium Bylaws. If the Developer or the Association incurs any costs to clean, repair, replace or maintain walls, ceilings, floors, windows, doors or any item referenced in Article IV Section 4.1 as a result of a Co-Owner's negligence,

misuse, abuse or failure to perform an obligation to repair, maintain or replace which has been assigned to such Co-Owner in this Master Deed, then all costs incurred by the Association or Developer in making such repair, maintenance, replacement or cleaning shall be charged to the responsible Co-Owner or Co-Owners on a reasonable basis, as determined by the Board of Directors of the Association, and collected in accordance with the assessment procedures established by the Condominium Bylaws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines

Notwithstanding the above, the provisions contained in Section 47a(3) of the Act shall govern the relative responsibilities for maintenance, repair and replacement of exterior improvements or modifications made by a Co-owner pursuant to Section 47a of the Act. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the Common Elements.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 5.1 Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Sunset Pointe Condominiums, as surveyed by Vriesman & Korhorn, registered land surveyor, and attached hereto as Exhibit "B." Each Unit shall include: all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit B have been or will be physically measured by Vriesman & Korhorn. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical upper floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

**Section 5.2 Percentage of Value.** The percentages of value assigned to each Unit is set forth in Section 5.3, below. The percentage of value assigned to each Unit shall be determinative of the undivided interest of a Co-owner in the Common Elements and of the proportionate share of each of the respective Co-owners in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100. The percentage of value allocated to each Unit may be changed only with the unanimous consent of each institutional holder of a first mortgage and all of the Co-owners expressed in an amendment to this Master Deed,

duly approved and recorded. The percentages of value were determined on a formula based on an allocation of expenses of maintenance which are equal.

**Section 5.3** The percentage of value assigned to each unit shall be equal.

## ARTICLE VI

### CONTRACTION OF CONDOMINIUM

**Section 6.1 Right to Contract.** As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of 39 Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, with in a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, subject to the Township's ordinances, rules and regulations, but in no event shall the number of Units be less than two (2).

**Section 6.2 Withdrawal of Land.** In addition to the provisions of Section 6.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serves the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

**Section 6.3 Creation of Easements.** In the event of any contraction under this Article VI, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and Article VI and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

**Section 6.4 Amendment of Master Deed.** Any contraction in size of the

Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion and which is consistent with the Agreement. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

***Section 6.5 Redefinition of Common Elements.*** Any amendments to the Master Deed pursuant to this Article VI shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

***Section 6.6 Consent of Interested Parties.*** All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

***Section 6.7 Section 67 Withdrawal, Conversion and Reversion Provisions***  
In addition to, and notwithstanding any other provision of this Master Deed to the contrary, the Developer shall have the right to withdraw from the Project any "undeveloped land" (as defined in Section 67(7) of the Act), or convert any undeveloped Units located on such land to "must be built," without the prior consent of any Co-owners, any mortgagees of Units, or any other party having an interest in the Project, for the later of (a) ten (10) years after the recording of this Master Deed, or (b) six (6) years after the recording of any amendment to this Master Deed by which the Developer last exercised its expansion, contraction or convertibility rights. Any undeveloped land so withdrawn is automatically granted easements for utility and access purposes through the Project for the benefit of the undeveloped land.

If the Developer fails to withdraw any undeveloped land from the Project, or to



convert any undeveloped Units located on such land to "must be built," before the expiration of the applicable time period set forth above, then the Association, by an affirmative two-thirds (2/3) majority vote of the Members in good standing, may declare that the undeveloped land shall remain part of the Project, but shall revert to General Common Elements and that all rights to construct Units on that undeveloped land shall cease. If such a declaration is made, then the Association shall provide written notice of the declaration to the Developer by first-class mail at its last known address. Within sixty (60) days after receipt of any such notice, the Developer may withdraw the undeveloped land or convert the undeveloped Units to "must be built." If the undeveloped land is not withdrawn, or if the undeveloped Units are not converted, within sixty days, then the Association may file the notice of the declaration with Kalamazoo County Register of Deeds. The declaration shall take effect on recording by the Register of Deeds. In such an event, if it becomes necessary to adjust Percentages of Value as a result of fewer Units existing, then a Co-owner or the Association may bring an action to require revisions to the Percentages of Value under Section 95 of the Act.

For purposes of this Article 9, the term "undeveloped land," as defined in Section 67 of the Act, does not include condominium units depicted or described on a condominium subdivision plan as containing no vertical improvements. Because none of the Units are depicted or described on the Condominium Subdivision Plan as containing any vertical improvement, the Association shall have no right to make or file any declaration, and no Unit shall revert to General Common Elements, whether pursuant to this Article or Section 67 of the Act.

## ARTICLE VII

### CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

***Section 7.1*** ***Modification of Units.*** Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof. Any modifications by Developer in accordance with the terms of this Section 7.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-

owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article IX of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any modification to the Condominium made pursuant to this Section 7.1 that constitutes a change in the Condominium Subdivision Plan approved by the Township for the development of the Condominium shall be subject to approval by the Township as required by the Township zoning ordinance.

***Section 7.2*** **Consolidation or Relocation of Units.** During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of un its which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

***Section 7.3*** **Limited Common Elements.** Limited Common Elements shall

be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VII or for other purposes.

***Section 7.4 Right to Construct Amenities.*** Subject to the terms of the Master Deed, Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

## ARTICLE VIII

### EASEMENTS AND RESTRICTIONS

***Section 8.1 Easement for Utilities and Private Roads.***

(a) ***Easement for Utilities.*** Developer reserves for itself, its successors and assigns, the Association, and the Township, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium and for access thereto. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(b) ***Easement for Private Roads.*** Developer reserves for itself, its successors and assigns, the Co-Owners, the Association, and the Township, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the internal traffic circulation for the Condominium, continuing maintenance, repair and restoration of Private Roads in the Condominium and for access thereto. Developer reserves the right,

without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

The Private Roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs.

In the event the Private Roads are not maintained in a manner consistent with Township requirements, Oshtemo Township is hereby authorized, but not obligated, to make such repairs or provide such maintenance as is necessary, with all costs assessed to the Association.

(c) **Thirty Five Foot Tree Preservation Easement.** Developer grants to the Association, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of the thirty five (35) foot tree preservation easement on the perimeter of the property in the Condominium and for access thereto. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(d) **Setback Easement.** Developer grants to the Association, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of the setback easement pursuant to August 15, 2022 McKenna Site

Plan Review #2 as follows: front = 30 feet, side = 10 feet, and rear = 15 feet, in the Condominium and for access thereto. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

***Section 8.2 Easements Retained by Developer.*** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, pedestrian crossings and bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto as identified in the approved final Condominium Subdivision Plan for the Project and all plans and specifications approved by the Township, as well as any amendments thereto, including Easement for future road connection at the southern portion of the site pursuant to the August 15, 2022 McKenna Site Plan Review #2. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to such grants of easements or dedications and any amendments of this Master Deed to reflect the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

***Section 8.3 Grant of Easements by Association.*** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the

Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

**Section 8.4 Easements for Maintenance, Repair and Replacement.**

Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, Agreement, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

**Section 8.5 Telecommunications Agreements.**

The Developer, during the Construction and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. During the Construction and Sales Period, any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be paid over to and shall be the property of the Developer and thereafter shall be receipts affecting the administration of the Project within the meaning of the Act and shall be paid to the Association.

**Section 8.6 Association Assumption of Obligations.**

The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

**Section 8.7 Termination of Easements.**

Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be

effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

***Section 8.8 Emergency Access Easement.*** There shall exist for the benefit of the Township or any emergency service agency, an easement over all of the roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The grant of this easement shall in no way be constructed as a dedication of any streets, roads, or driveways to the public.

***Section 8.9 Tree Preservation Areas.*** The Association, and Co-Owners are prohibited, hereby, from removal of any tree that is more than twelve (12) inches in diameter that is located within the Condominium Tree Preservation Areas with the following exceptions: (i) such tree is located within a building envelope area of a Unit as shown on Sheets \_\_\_\_\_ of Exhibit B; (ii) such tree(s) is not located in a building envelope area but removal of such tree(s) is reasonably necessary in connection with the construction of improvements or facilities that will serve the residence to be established within the Unit such as driveways, utility connections and the like; and (iii) the Developer in its discretion approves the removal.

Developer grants to the Association, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of the thirty five (35) foot tree preservation easement on the perimeter of the property in the Condominium and for access thereto.

***Section 8.10 Open Space Area.*** The Open Space Areas identified in attached Exhibit B shall be preserved in the existing natural state and shall not be improved and modified in any manner without the prior written consent of the Association and Developer, subject to the approval of the Township.

## ARTICLE IX AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

***Section 9.1 Co-owner Consent.*** Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited

Common Elements are appurtenant.

**Section 9.2 By Developer.** In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market. In addition, Developer has reserved the right to make amendments, modifications and/or deletions of certain restrictions and covenants related to the Units and the Condominium as more fully described in Section 6.2 of the Bylaws.

**Section 9.3 Change in Value of Vote, and Percentages of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except for a modification made in connection with the expansion or contraction of the Project or consolidation or modification of Units under Article VI or VII of this Master Deed.

**Section 9.4 Mortgagee Approval.** Pursuant to Section 90(2) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagee of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) The termination of the Condominium Project.
- (b) A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common



Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

***Section 9.5 Termination, Vacation, Revocation or Abandonment.*** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

***Section 9.6 Developer Approval.*** During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

Notwithstanding anything in this Master Deed or Bylaws, there shall be no amendment to or termination of Article IV, Section 4.3(a), 4.3(b), 4.3(c), 4.3(e), or Article VIII, Section 8.1(b), Section 8.4, Section 8.8, Section 8.9 and Section 8.10 of the Master Deed, or any other provision that affects or limits the rights of the Township as provided with in the Master Deed, Exhibit B or Bylaws, without first obtaining Township review and approval of any such amendment.

## **ARTICLE X**

### **DEVELOPER'S RIGHT TO USE FACILITIES**

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

## **ARTICLE XI**

### **ASSIGNMENT**

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to and assumed by any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Kalamazoo County Register of Deeds.

## ARTICLE XII

### CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated or modified and the boundaries relocated in accordance with Section 48 of the Act and this Article and subject to any and all ordinances and approval lights of Oshtemo Township. Any such changes in an affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

***Section 12.1 By Developer.*** Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(b) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number and the

percentage of value as set forth in Article V hereof for the Unit or Units consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

***Section 12.2 By Co-owners.*** One or more Co-owners may undertake:

(a) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of -such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (providing a total percentage of value for the resulting Unit or Units which shall be equal to the total percentages of the original Units) and providing for conveyance between or among the Co- owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Kalamazoo County Register of Deeds.

(b) Municipal and Association Approvals. By inclusion of this Article XII, Developer does not represent or warrant that the Developer or any Co-owner will or is required to approve the modification of any Unit whatsoever.

## **ARTICLE XIII**

### **COMPLIANCE WITH TOWNSHIP ORDINANCES AND TOWNSHIP REQUIRED**

## LANGUAGE

**Section 13.1** Lands within the Condominium are subject to the Oshtemo Township Zoning Ordinance which contains restrictions in addition to those found in the Master Deed and Bylaws.

**Section 13.2** The Developer shall have complete responsibility for the construction of all extensions of the existing private roads within the Condominium to be used for ingress and egress. The Association shall have complete responsibility for the maintenance, repair and replacement of the private roads pursuant to at least the minimum standards for private roads as specified in the Oshtemo Township Zoning Ordinance, as may be amended or replaced in the future, and in accordance with all other relevant provisions of the Oshtemo Township Zoning Ordinance, and so as to cause the private roads to be in a reasonably good, usable, and safe condition for its designed and intended purposes.

All costs of maintaining, repairing, and replacing the private roads shall be paid by the Association. No public funds of Oshtemo Township (the "Township") shall be used to construct, repair, maintain or replace the private roads (except as provided herein with respect to costs advanced by the Township and reimbursed to the Township through special assessments on the Condominium). The Association shall not assign this continuing obligation to any other party, without prior written Oshtemo Township Board approval of the specific assignment and related arrangements, which shall be adequate to assure the obligations herein are carried-out.

If the private roads are not adequately maintained, repaired, or replaced by the Association as required herein, the Developer and the Association shall be deemed to have consented to the creation of a special assessment district by the Township in order to maintain, repair and replace the private roads pursuant to the required standards, in accordance with all applicable statutory procedures and requirements pertaining to such a special assessment district. In such event the Developer and the Association shall also be deemed to have consented to special assessments on the Condominium sufficient to reimburse the Township for all resulting costs advanced by the Township, including administrative and legal fees associated with the special assessment process.

The Developer hereby grants an easement/right to use the private roads within the Condominium for fire department and other emergency and public service vehicles for official emergency and other official public service purposes.

Neither Oshtemo Township nor any other public entity, including the Kalamazoo County Road Commission, shall have any obligation with respect to any aspect of the private roads within the Condominium, including the construction, maintenance/repair, and use of same. The Developer and the Association hereby release and hold harmless from all liabilities Oshtemo Township and its boards, commissions, officers, employees, agents, contractors, successors and assigns, from all claims of whatever nature by any person or entity of any kind resulting from or

The provisions of this Article may not be amended without the prior written approval of Oshtemo Township. The provisions contained in this Article are intended to be effective as an agreement with Oshtemo Township pursuant to the Township's approval of the final plan for this Project.

[Signatures on the following page]

IN WITNESS WHEREOF, the Developer has executed and recorded this Master Deed as of the date and year set forth above.

**SUNSET POINTE CONDOMINIUMS, LLC**  
a Michigan limited liability company

By: \_\_\_\_\_  
A. Scott Carlson  
Its: Manager

STATE OF MICHIGAN            )  
  )ss  
COUNTY OF KALAMAZOO    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May \_\_\_\_, 2022, by A. Scott Carlson, the Manager of SUNSET POINTE CONDOMINIUMS, LLC, a Michigan limited liability company, on behalf of such company.

\_\_\_\_\_  
Notary Public  
Kalamazoo County, Michigan  
My Commission Expires:

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## **EXHIBIT A**

### **CONDOMINIUM BYLAWS SUNSET POINTE CONDOMINIUMS**

#### **ARTICLE I.**

##### **ASSOCIATION OF CO-OWNERS**

Section 1. Sunset Pointe Condominiums, a residential condominium project located in the Oshtemo Township, Kalamazoo County, Michigan, shall be administered by an association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or enteling upon or acquiring any interest in any Unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by number.

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and with respect to which it is paying full monthly assessments.



(e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of one fourth in number of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting the Condominium and its administration of the Condominium and which specify the operating expenses of the Condominium. Such books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred on behalf of the Association and Members. The Members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. If the Association's annual revenue is greater than

\$20,000 on an annual basis, the Association shall have its books, records and financial statements independently audited or reviewed by a certified public accountant. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public accountants. The Association may opt out of this requirement on an annual basis by an affirmative vote of a majority of its members. The cost of such audit, and all accounting expenses, shall be an expense of administration. Any institutional holder of a mortgage lien on any Condominium Unit who so requests shall be given a copy of the audit report within ninety (90) days following the end of the Association's fiscal year. At least once a year, the Association shall prepare and distribute to each Member a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer' prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws. If a member is a partnership or corporation, then any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a director.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

(2) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(3) To carry insurance and collect and allocate the proceeds thereof.

(4) To rebuild improvements after casualty.

(5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association in number and in value.

(8) To make rules and regulations in accordance with Article VI, Section 18 of these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(10) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(11) To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party. A service contract which exists between the Association of Co-owners and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association of Coowners on the transitional control date or within ninety (90) days thereafter, and on

thirty (30) days' notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the Board of Directors of the Association of co-owners by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all Coowners in number and in value.

Section 6. Every Director and every Officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 7. The First Annual Meeting of the Members of the Association may be convened by any Director and may be called, at any time after fifty percent (50%) in value and in number of all Units in all phases of development in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than 120 days after eighty percent (80%) of all units in all phases in the condominium have been sold and the purchasers thereof qualified as members of the Association or 24 months after recording of the Master Deed, whichever first occurs. The date,

time and place of such First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws.

Section 8. An advisory committee of non-developer Co-owners shall be established either 120 days after conveyance of legal or equitable title to non-developer Co-owners of 1/3 of the units that may be created, or 1 year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, whichever occurs first. The advisory committee shall meet with the condominium project Board of Directors for the purpose of facilitating communications and aiding the transition of control to the Association of Co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-developer Co-owners.

Section 9. Not later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the units that may be created, at least 1 Director and not less than 25% of the Board of Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the units that may be created, not less than 33 1/3% of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the units that may be created, and before conveyance of 90% of such units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the Developer owns and offers for sale at least 10% of the units in the project or as long as 10% of the units remain that may be created.

Section 10. Notwithstanding the formula provided in Section 9, 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a unit in the project, if title to not less than 75% of the units that may be created has not been conveyed, the non-developer Co-owners have the right to elect as provided in the condominium documents, a number of members of the Board of Directors of the Association of Co-owners equal to the percentage of units they hold, and the Developer has the right to elect as provided in the condominium documents, a number of members of the board equal to the percentage of units which are owned by Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 9. Application of this Section does not require a change in the size of the Board as determined in the condominium documents.

Section 11. If the calculation of the percentage of members of the Board that the non-developer Co-owners have the right to elect under Section 9, or if the product of the number of members of the Board multiplied by the percentage of units held by the non-developer Co-owners under Section 10 results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board. Application of this Section shall not eliminate the right of the Developer to designate 1 member as provided in Section 9.

## ARTICLE II.

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. As a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project.

The Association of Co-owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$1,000 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

**(b) Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.**

Section 4. All assessments levied against the Coowners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to Iris Unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

#### Section 6.

(a) The Association may enforce collection of delinquent assessments, together with interest, on such sums, collection and late charges advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines ("other charges") by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments and the other charges. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The redemption period is six (6) months from the date of sale unless the property is abandoned in which event the redemption period is one (1) month from the date of sale.

(b) The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the

Association to sell or to cause to be sold the Unit with respect to which the assessment(s) and the other charges, is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and other charges and a hearing on the same prior to the sale of the subject Unit.

(c) Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address or a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid.

(d) If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The other charges shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the general Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue



prior to the time such holder comes into possession of the Unit.

The Co-owner of a Unit subject to foreclosure pursuant to this Section, and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that became due before the expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and attorney fees incurred in their collection.

The mortgagee of a first mortgage of record on a Unit must give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement or by judicial action as provided in Section 108 (9) of the Act.

Section 8. The Developer shall be deemed to be a Co-owner with respect to any Units owned by the Developer after the date of the recording of the Master Deed and shall be responsible for the payment of assessments in accordance with this Article, except that prior to the First Annual Meeting of the Condominium Association and/or prior to the obtaining of a Certificate of Occupancy on the Unit, Developer shall not be required to pay full Association assessments. Instead, the Developer must contribute only its proportionate share of the Association's actual expenses.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. A construction lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

Section 11. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments and other charges thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and other charges as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments and other charges as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the other charges and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act.

### **ARTICLE III.**

#### **ARBITRATION AND DISPUTE RESOLUTION**

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or

grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Absent a written consent and election to arbitrate, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. A written consent and election by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the first Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds percent (66 2/3%) of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VII herein below. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VII herein below.

#### **ARTICLE IV.**

#### **INSURANCE**

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Each Co-owner may obtain insurance coverage at his own expense for his personal property and improvements located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his unit or upon Limited Common elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims

against any Co-owner or the Association.

(c) If a Co-owner makes an exterior improvement or modification allowed under Section 47a of the Act, the Co-owner shall maintain liability insurance as provided in Section 47a(3) underwritten by an insurer authorized to do business in Michigan and naming the Association as an additional insured.

(d) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(e) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of Administration.

(f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Coowners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to ensure that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4. Each individual Co-owner shall indemnify and (hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

## ARTICLE V.

### **RECONSTRUCTION OR REPAIR**

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired.

(b) If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy five percent (75%) or more of the Coowners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Coowner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of all improvements to his Unit, including, but not limited to, all dwellings, floor coverings, wall coverings, window shades, draperies, interior and exterior walls, interior trim, furniture, light fixtures and all appliances.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of

maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Coowners for the cost of reconstruction or repair of the damaged property insufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. In the event of any taking by eminent domain, the provisions of Section 133 of the Act (Act 538 of the Public Acts of 1982) shall be controlling.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation "FHLMC") then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE VI.**

### **RESTRICTIONS**

Section 1. Single-Family Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Home Occupations. Home occupations will be considered part of a single-family residential use only if the home occupations are conducted entirely within the Unit and participated in solely by members of the immediate family residing in the Unit, the home occupation use is clearly identical and secondary to the use of the Unit for dwelling purposes, and the use does not change the character thereof. To qualify as a permitted home occupation, there must be (i) no sign or display that indicates from the exterior that the Unit is being used in whole or in part for any purpose other than that of a dwelling; (ii) no commodities sold on the premises; (iii) no person employed other than a member of the immediate family residing on the premises; and (iv) no mechanical or electrical equipment used, other than personal computers and other office type equipment.

Section 3. Density. No more than five (5) full time residents may occupy a Unit.

Section 4. Leasing. A Coowner may lease his dwelling Unit for the same purposes set forth in Section 1 of this Article VI, as long as the lease term is for at least one (1) year. Further, it is provided that written disclosure of such lease transaction must be submitted to the Board of Directors of the Association as set forth below, with the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure of deed or other arrangement in lieu of foreclosure. No Co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units owned by it in the Condominium in its discretion. The Board of Directors may charge a rental fee to Co-owners who elect to rent their Units and may impose additional rental registration requirements by rules established consistent with Section 18 below.

(a) A Co-owner, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a condominium unit to a potential lessee, and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease is to be used, then the co-owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates of any rental or compensation payable to a co-owner under the proposed agreement.

(b) Tenants and other occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or other occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising him of the alleged violation by the tenant or other occupant.

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or other occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or other occupant for breach of the conditions of the Condominium Documents. The relief set forth in this section may be by summary proceeding. The Association may hold the tenant, other occupant and the Co-owner liable for any damages caused by the Co-owner, other occupant or tenant in connection with the Condominium Unit.

(d) When a Co-owner is in arrearage to the Association for assessments,

the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding and initiate proceedings under Section 112 (4) (b) of the Act.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 6. Pets. The presence of any pet anywhere within the Project may be limited, restricted or totally removed or cause to be removed from the Project, if the animal's behavior is deemed objectionable by the Board of Directors of the Association without liability to the owner thereof. In the event of any violation of this section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association. Such animal may not become a nuisance to other Co-Owners. No animals, livestock, poultry, rabbits, birds, fowl or other animals shall be allowed to be kept for breeding purposes in the Condominium. No animal may run at large in the Condominium. Pet owners will have full responsibility for damage to persons or property caused by their pets. No savage or dangerous animal shall be kept on the premises. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any claims, liabilities, demand, costs, expenses, loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission to keep the pet. The Board of Directors shall have the power and authority to modify the terms and conditions under which a co-owner may keep a pet in a Unit, by approving rules and regulations consistent with Section 18 below. In addition, the following rules shall apply:

- (a) All dogs must be on a leash while on the Common Elements.
- (b) The owner of the pet agrees to make sure all shots and pet immunizations are current.
- (c) The Co-owner shall be responsible for the repair of all damage and cleaning expenses resulting from acts of said pets.

(d) Excrement from said animals shall be cleaned up and removed immediately from Common Areas.

Section 7. Use of Common Areas. Sidewalks, yards, courtyards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. No Co-owner may install any landscaping in the Common Areas, except a Co-owner may plant flowers or shrubs in the area immediately adjacent to each Unit ("Flower Bed"). If a Co-owner desires to do so, it must first provide a landscaping plan for the Flower Bed to the Developer (and after the Developer no longer owns a unit, then to the Association) and obtain the Developer/Association's approval of the proposed plantings. If a Co-owner elects to do so, then the Co-owner will be responsible for the cleaning and maintenance of the Flower Bed. No trees may be planted in the Flower Bed. If the Co-owner fails to maintain the Flower Bed, the Association may do so and charge the cost for same to the responsible Coowner.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in garages. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In no event shall vehicles not in operable condition be permitted to be stored or parked on the condominium premises. No car washing is permitted anywhere on the Condominium Project. There is no guest parking area set aside in the Project.

Section 9. Firearms. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Common Areas. This does not prohibit a Co-Owner from keeping a firearm inside a Unit.

Section 10. Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of a dwelling Unit or on the Common Elements, including "For Sale" signs, without written permission from the Board of Directors of the Association.

Section 11. Satellite Dishes. In order to provide each Co-owner with a clear signal, the Association has set aside an area on the roof for the installation of all antenna and satellite dishes. The Board of Directors of the Association may, from time to time, alter this location by rule or regulation consistent with Section 18 below. Prior to installing any exterior antenna, aerial or satellite dish, a written request for permission shall be submitted by the applicant to the Board of Directors detailing the location of the proposed installation, the name of the installer, the size, design and color of the antenna, aerial or dish and the manner of attachment to the roof. The Board of Directors shall have ten (10) days to respond. If permission is denied the Board of Directors shall state its reasons and any proposed alternatives that will be permitted. If the Board of Directors does not respond within ten (10) days, it will be deemed to have given its consent. In addition the following rules shall apply:



(a) All satellite dishes exceeding one (1) meter in diameter are Prohibited.

(b) Satellite dishes and antenna are permitted only on the roof of the building and not on any other part of the building, on a Unit or on any balcony, deck or railing of a Unit or in or on any Common Areas.

(c) The Board of Directors may require the dish to be painted so as to blend in with its surroundings.

(d) The applicant shall be responsible for obtaining all necessary permits and approvals for the installation of the dish or antenna and for maintaining the dish and antenna in a safe condition.

Section 12. Spotlights. Except as may be initially installed by Developer, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Unit or appurtenant Limited Common Element which in any way will allow light to be reflected on any other Unit or upon any Common Areas.

Section 13. Solicitation. No solicitation of any kind shall be permitted in the project.

Section 14. Association Access. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit.

Section 15. Patios. No unsightly condition shall be maintained upon any patio and only furniture and equipment consistent with ordinary use shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored on these areas during seasons when they are not reasonably in use. No towels or clothing may be hung to dry on patios.

Section 16. Unit Maintenance. Each Co-owner shall maintain his Unit and any limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such

responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws.

Section 17. Disability Accommodations. Notwithstanding the above, a Co-owner may make improvements or modifications to the Co-owner's Unit, including improvements or modifications to common elements and to the route from the public way to the door of the Co-owner's Unit, at his or her expense, if they are made pursuant to the terms and conditions contained in Section 47(a) of the Act.

Section 18. Sex Offender. No individual that is, or is required by law to become, registered in the State of Michigan Sex Offender Registry, or any other state's Sex Offender Registry, shall occupy a residence located in the Subdivisions.

Section 19. Group Homes and Day Care. No group home, foster care home or day care facility may be established within any Unit unless Township or State mandates such allowance and they are approved by Township or State in accordance with their requirements, if any.

Section 20. New Rules and Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article I of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in number and in value.

Section 21. Applicability to Developer. None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any Unit which he offers for sale. Until all Units in the entire Condominium Project are sold by Developer, Developer, and its duly authorized agents, representatives and employees shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 22. Application and Interpretation. Unless there is an election to arbitrate pursuant to Article III of these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in

writing. The decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

## **ARTICLE VII.**

### **MORTGAGES**

Section 1. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, Mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 2. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit.

Section 3. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 4. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meetings.

## **ARTICLE VIII.**

### **AMENDMENTS**

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one third or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. These Bylaws may be amended according to the terms and

conditions contained in the Master Deed.

## **ARTICLE IX.**

### **COMPLIANCE**

The Association of Co-owners and all present and future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Statute, the Statute will govern.

## **ARTICLE X.**

### **DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## **ARTICLE XI**

### **REMEDIES FOR DEFAULT**

Section 1. Any default by Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include with intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.

(b) In such proceedings, the Association, or a Co-owner, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined-by the Court.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Comment Elements, limited or general, or into any Unit, where reasonably necessary, and summarily remove and abate,

at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon a finding by the Board that the violation has occurred after notice to the offending Co-owner as prescribed in said Article II, Section 4 and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to be constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

## **ARTICLE XII.**

### **INDEMNIFICATION**

Section 1. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably

incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 1 and 2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 1 and 2.

Section 4. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XII, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 5. Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 1 or 2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XII, in no event shall any

person be entitled to any indemnification under the provisions of this Article XII if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 1 or 2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 6. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 1 and 2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 7. The indemnification provided in this Article XII shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 8. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XII, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XII to conform to any such changed statutory provisions.

## **ARTICLE XIII**

### **SEVERABILITY**

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any

reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.





March 10, 2023

Charter Township of Oshtemo  
7275 West Main Street  
Kalamazoo, MI 49009

**Subject:** Conditional Rezoning Request from R-2, Residential to R-4, Residential District,  
**Location:** 9<sup>th</sup> Street (Parcel ID: 05-14-130-017 and a portion of 6660 W Main St, Parcel ID 05-14-185-022)  
**Applicant(s):** Thomas Carroll, Marroll, LLC – 70 Michigan Avenue, Suite 450, Battle Creek MI 49017  
**Owner(s):** Thomas Carroll, Marroll, LLC – 70 Michigan Avenue, Suite 450, Battle Creek MI 49017

Marroll LLC, requests to conditionally rezone parcel number 05-14-130-017 and a portion of 6660 W Main Street, parcel number 05-14-185-022, from its current zoning of R-2, Residence, to R-4, Residence, in order to facilitate the development of townhomes as part of a Residential PUD and a 55-year-old senior living facility. The total rezoning area is approximately 20 acres in size and is located on the east side of 9<sup>th</sup> Street, north of West Main.

While the Oshtemo Township Zoning Ordinance does not specifically outline requirements for rezonings, the following comments are provided for consideration by the Planning Commission as it reviews the applicants request to conditionally rezone the subject property from R-2 to R-4, which would permit a higher intensity of use on the subject site. Note, the applicant has submitted the following conditions in conjunction with the rezoning request:

- A. North half of the property will only be developed as a residential PUD (Planned Unit Development) with townhomes.
- B. The maximum unit count per townhome building will be four (4).
- C. The south half of the property will remain as a stormwater basin as is today, with a proposed 55 year old senior living facility to be located in the southwest corner [of the subject property].

**COMMENTS**

**1. Existing Conditions.** The site is an estimated 20 acres located along the eastern portion of 9<sup>th</sup> Street, north of West Main. The area proposed for rezoning is comprised of a 10-acre vacant/unimproved parcel that consists of natural vegetation and the north most 10 acres of the Meijer property consisting of vacant space and a stormwater detention basin. The subject parcel is part of the 9<sup>th</sup> Street Sub-Area Plan. The current land use, future land use, and existing zoning classifications of the site and surrounding parcels are summarized in the table and figures below:



**Table 1: Zoning and Existing/Planned Use of Site and Area:**

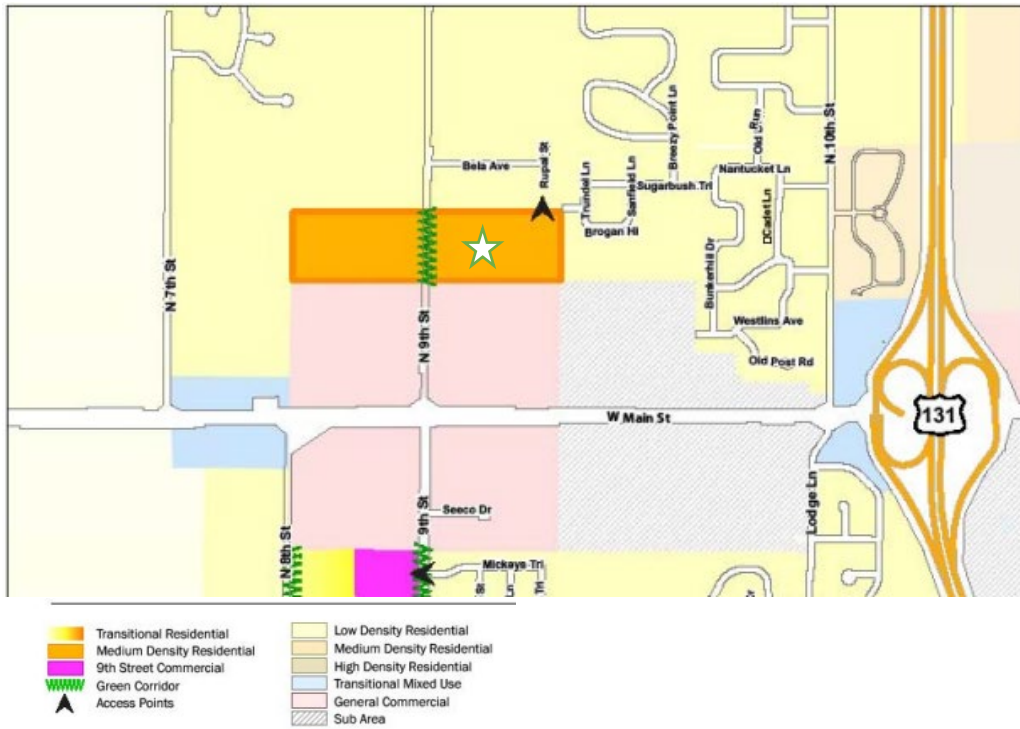
	Existing Land Use	Future Land Use	Existing Zoning
<u>Site</u>	Vacant/Stormwater detention basin	Medium Density Residential	R-2
<u>North</u>	Religious Institution	Low Density Residential	R-2
<u>West</u>	Agricultural Production	Low Density Residential	R-2
<u>South</u>	Commercial	General Commercial	C
<u>East</u>	Residential	Low Density Residential	R-2

**Figure 2: Site Aerial: 9<sup>th</sup> Street (Parcel 05-14-130-017)**



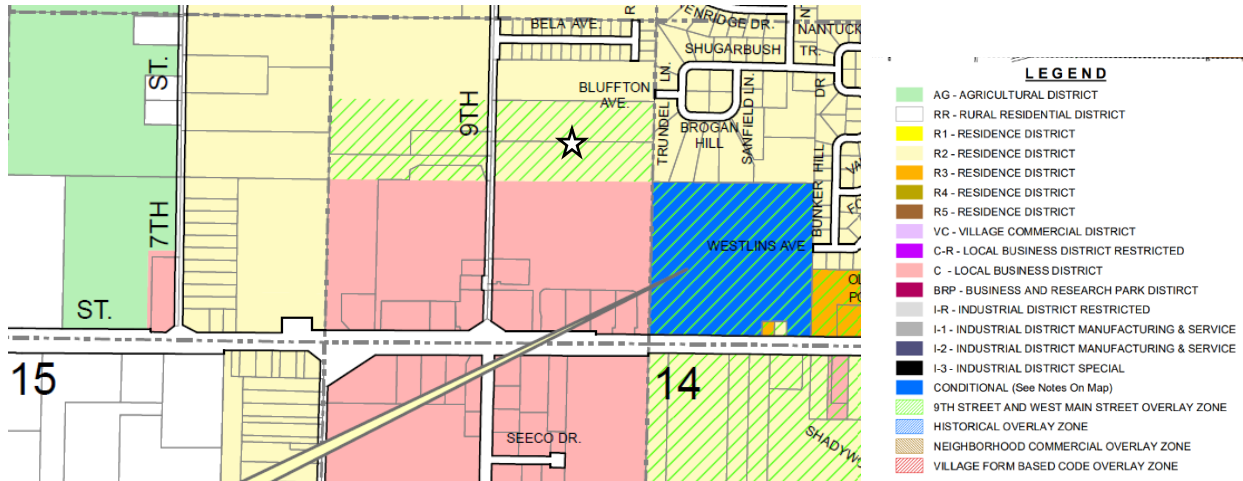


**Figure 3: Future Land Use Map of Area**





**Figure 4: Zoning Map of Area**



**2. Master Plan.** The Future Land Use designation of this area along 9<sup>th</sup> Street, as described in the 9<sup>th</sup> Street Sub-Area Plan, is classified for medium density residential. The subject site is bordered to the east by low-density residential, to the north by low density residential, and to the west by agricultural production land.

Based on the proposed use of the subject site as a medium density residential Planned Unit Development, which appears to align with the intent of the 9<sup>th</sup> Street Sub-Area Plan, we find that the proposal is consistent with the intent of the Oshtemo Township Master Plan and sub-area plan.

**3. Zoning.** The existing zoning district is R-2 and the proposed zoning district is R-4.

Typical permitted uses in the R-2 district include but are not limited to: one-family dwellings, essential services, foster family homes, libraries, religious institutions, and accessory buildings and uses customarily incidental to the foregoing. Article 7 of the Oshtemo Township Zoning Ordinance further details permitted and special land uses for the R-2 Residential District.

Typical permitted uses in the R-4 Residential District include, but are not limited to: permitted uses in the R-2 District, child care centers and adult care centers, funeral homes, accessory buildings, family day care home, adult foster care facilities, nursing facilities. Further, per Section 9.30 – permitted uses with conditions – the R-4 District allows three or four-family dwellings and multiple family dwellings. Article 9 of the Oshtemo Township Zoning Ordinance further details permitted uses and special uses within the R-4 Residential District.

Due to the subject parcel being adjacent to other properties zoned R-2 and C, Commercial, we find that the proposal would permit a residential transition zone of medium density housing, which would buffer the adjacent low-density residential properties from commercial enterprises located along West Main.

**4. Consistency with General Land Use Patterns.** The subject site is currently undeveloped (vacant) and is



located to the immediate north of a commercial development, and west of a low-density residential neighborhood. Further, with the requested conditional rezoning being consistent with the 2017 Future Land Use Plan's 9<sup>th</sup> Street Sub-Area Plan, the proposed rezoning would provide a buffer from the commercial development located immediately to the south and the low-density residential uses to the north and east.

- 5. Utilities & Infrastructure.** The Oshtemo Township online interactive map indicates existing water and sewer mains located adjacent to the subject property. It is anticipated that the future development of the subject property, conditioned on the rezoning approval, would be adequately serviced by existing utilities and infrastructure based near the 9<sup>th</sup> Street and West Main intersection.

Further review of the utilities and infrastructure needs will be conducted once a formal site plan submission has been received by the Township.

- 6. Reasonable Use Under Current Zoning Classification.** The property in review is currently zoned R-2, which would not permit the proposed use of four-unit family dwellings as outlined by the applicant in their application. The applicant seeks conditional rezoning to permit the development of this vacant/undeveloped area for residential townhomes, which would include a maximum of four (4) units per building.
- 7. Effects on Surrounding Properties.** Based on the applicant's description of the proposed use for the property in question, we do not foresee negative impacts on the surrounding area. The development of the vacant parcel would create a buffer between the commercial use, located at 6600 West Main and the religious institution and residential dwellings to the north. Further consideration will be given to the impacts on the surrounding uses and properties during the formal site plan review process. The applicant has submitted a concept plan showing what the development is envisioned to look like and be developed as. Note that this is just a concept, if the proposed conditional rezoning is approved a full review of a Residential PUD would be required.
- 8. Conditional Rezoning (Section 66).** The Township Zoning Ordinance provides general guidance for conditional rezonings, per Article 66. We have reviewed the guidance in Section 66 and find that the applicant meets the provisions as outlined in this section.

## RECOMMENDATION

Based on the information provided by the applicant, and the subsequent review conducted within this memorandum, we find that the Planning Commission could make a positive finding of support to the Oshtemo Township Board for the conditional rezoning of the subject property (parcel ID 05-14-130-017 and a portion of 6660 W Main St, parcel ID 05-14-185-022) from R-2, Residential to R-4, Residential, based on the following findings of fact:

1. The Oshtemo Township 2017 Master Plan's Future Land Use Plan and 9<sup>th</sup> Street Sub-Area Plan designates the subject property as medium density residential, which aligns with the applicant's proposal to construct four (4) unit townhomes on the site.
2. The subject property would provide a development buffer between the commercial use at 6600 West Main and low-density residential parcels to the north and northeast.
3. No adverse impact on existing utilities nor infrastructure are anticipated by the rezoning request.
4. The rezoning of the subject site to R-4 would provide a reasonable use of the property.



5. The rezoning request is conditioned on the following:
  - a. The northern portion of the subject site, an approximate 10 acres, will only be developed as a residential PUD with townhomes.
  - b. The maximum unit count per townhome building will be four (4).
  - c. The south half of the property will remain as a stormwater basin as currently is, with a proposed 55-year-old senior living facility to be located in the southwest corner.

We note that full site plan and special land use review and approval will be required of the property developer if the conditional rezoning request is approved.

Respectfully submitted,

**MCKENNA**

Kyle Mucha, AICP  
Senior Planner

Paul Lippens, AICP, NCI  
Vice President

Cc: Iris Lubbert, AICP, Oshtemo Township Planning Director



7275 W. Main Street, Kalamazoo, Michigan 49009-9334  
 Phone: 269-375-4260 Fax: 269-375-7180

**PLEASE PRINT**

**PROJECT NAME & ADDRESS**

The Hamptons of Oshtemo, 9th Street (no address at this time)

**PLANNING & ZONING APPLICATION**

Applicant Name: Thomas Carroll

Company: Marroll, LLC

Address: 70 Michigan Avenue, Suite 450

Battle Creek, MI 49017

E-mail: kkline@carrolldev.com

Telephone: (269) 209-5364 Fax: \_\_\_\_\_

Interest in Property: Owner

**OWNER\*:**

Name: See Above

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_

THIS  
SPACE  
FOR  
TOWNSHIP  
USE  
ONLY

Fee Amount \_\_\_\_\_

Escrow Amount \_\_\_\_\_

**NATURE OF THE REQUEST: (Please check the appropriate item(s))**

- |   |   |
|---|---|
| <input type="checkbox"/> Pre-Application Review                 | <input type="checkbox"/> Accessory Building Review – I083 |
| <input type="checkbox"/> Site Plan Review – I088                | <input checked="" type="checkbox"/> Rezoning – I091       |
| <input type="checkbox"/> Administrative Site Plan Review – I086 | <input type="checkbox"/> Subdivision Plat Review – I089   |
| <input type="checkbox"/> Special Exception Use – I085           | <input type="checkbox"/> Interpretation – I082            |
| <input type="checkbox"/> Zoning Variance – I092                 | <input type="checkbox"/> Other: _____                     |
| <input type="checkbox"/> Site Condominium – I084                |   |

**BRIEFLY DESCRIBE YOUR REQUEST (Use Attachments if Necessary):**

Conditional re-zoning request to re-zone the property from R-2 to R-4. The applicant outlines the following conditions: 1. the north half of the property will only be developed as a residential PUD with townhomes 2. the maximum unit count per townhome building will be 4 3. the south half of the property will remain as a stormwater basin as is today, with a proposed 55 year old senior living facility to be located in the southwest corner.

**LEGAL DESCRIPTION OF PROPERTY (Use Attachments if Necessary):**

See included site plan

**PARCEL NUMBER:** 3905- 14-130-017

**ADDRESS OF PROPERTY:** Not addressed at this time

**PRESENT USE OF THE PROPERTY:** Vacant

**PRESENT ZONING:** R-2 Residential **SIZE OF PROPERTY:** 20.07 acres

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)

Address(es)

MEIJER (10 ACRES)

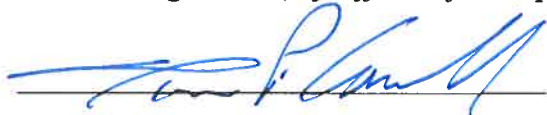
2350 3 MILE RD, NW  
GRAND RAPIDS, MI 49544

**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) acknowledge that we have received the Township's Disclaimer Regarding Sewer and Water Infrastructure. By submitting this Planning & Zoning Application, I (we) grant permission for Oshemo Township officials and agents to enter the subject property of the application as part of completing the reviews necessary to process the application.*

**Owner's Signature (\*If different from Applicant)**

**Date**



JAN, 30 2023

**Applicant's Signature**

**Date**

- Copies to:
- Planning - 1
- Applicant - 1
- Clerk - 1
- Deputy Clerk - 1
- Attorney - 1
- Assessor - 1
- Planning Secretary - Original

\*\*\*\*

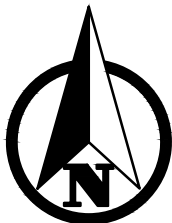
**PLEASE ATTACH ALL REQUIRED DOCUMENTS**



# OVERALL PARCEL AND RE-ZONING DESCRIPTION

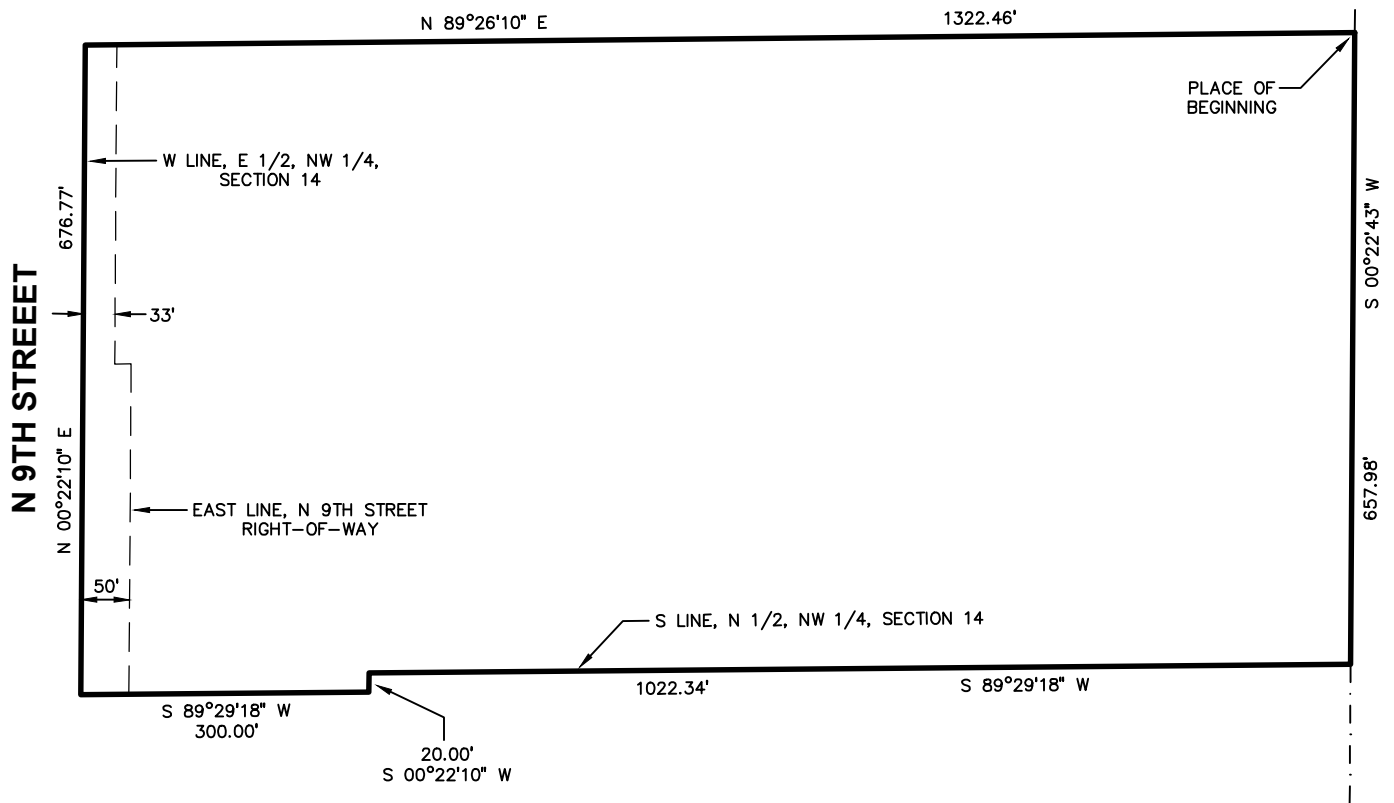
That part of the Northwest one-quarter, Section 14, Town 2 South, Range 12 West, Oshtemo Township, Kalamazoo County, Michigan, described as; BEGINNING on the North-South one-quarter line of said Section 14 at a point being South 00°22'43" West 660.79 feet from the North one-quarter corner of said section; thence South 00°22'43" West 657.98 feet along said North-South one-quarter line; thence South 89°29'18" West 1022.34 feet along the South line of the North one-half of the Northwest one-quarter of said section; thence South 00°22'10" West 20.00 feet parallel with the West line of the East one-half of the Northwest one-quarter of said section; thence South 89°29'18" West 300.00 feet parallel with the South line of the North one-half of the Northwest one-quarter of said section; thence North 00°22'10" East 676.77 feet along the West line of the East one-half of the Northwest one-quarter of said section; thence North 89°26'10" East 1322.46 feet to the place of beginning.

20.0918 acres including right-of-way



SCALE: 1" = 200'

NORTH 1/4 CORNER, SECTION 14,  
TOWN 2 SOUTH, RANGE 12 WEST,  
OSHTEMO TWP., KALAMAZOO CO., MI.



FIELD CREW / DATE:  
M+B OFFICE

CHECKED BY:  
S J G

DRAWN BY:  
GHV

CONTACT INFO:  
sgreen@mbce.com

DATE:  
JANUARY 31, 2023

PROJECT NO.:  
200251.1

Prepared By:



**Moore+Bruggink**  
Consulting Engineers

2020 Monroe Ave.  
Grand Rapids, MI 49505  
(616) 363-9801 mailbox@mbce.com

**EXISTING UNDERGROUND UTILITY DATA**

SANITARY MH#1 RIM 943.65 10" PVC INV S 915.96 (LAN) 10" PVC INV W 915.96 (PLA) 10" PVC INV N (DROP) 929 8" PVC INV N 916.30 2" DIA RIM 4' PRECAST STRUCTURE	SANITARY MH#5 RIM 928.28 10" PVC INV E 914.73 10" PVC INV W 914.78 2" DIA RIM 4' PRECAST STRUCTURE
SANITARY MH#2 RIM 940.42 10" PVC INV N 917.52 10" PVC INV E 917.42 2" DIA RIM 4' PRECAST STRUCTURE	SANITARY MH#6 RIM 930.84 10" PVC INV N 913.34 10" PVC INV S 913.29 2" DIA RIM 4' PRECAST STRUCTURE
SANITARY MH#3 RIM 934.06 10" PVC INV N 917.06 10" PVC INV E 916.81 10" PVC INV W 916.81 2" DIA RIM 4' PRECAST STRUCTURE	SANITARY MH#7 RIM 926.51 WATER LEVEL 922.51 LEACHING BASIN BOTTOM OF STRUCTURE 913.01 2" DIA RIM 4' PRECAST STRUCTURE
SANITARY MH#4 RIM 928.60 10" PVC INV E 915.85 10" PVC INV W 915.90 2" DIA RIM 4' PRECAST STRUCTURE	SANITARY MH#8 RIM 938.63 10" PVC INV NW 917.78 10" PVC INV S 917.73 2" DIA RIM 4' DIA PRECAST STRUCTURE

**BENCHMARKS**

SANITARY MH#15 RIM 935.92 TOP OF CLEANOUT VALVE 935.52 STRUCTURE BOTTOM 935.02 2" DIA RIM 2" DIA PRECAST STRUCTURE	STORM CB#16 RIM 950.68 STRUCTURE BOTTOM 937.93 LEACHING BASIN 2" SQUARE RIM 4' DIA PRECAST STRUCTURE
STORM CB#17 RIM 926.51 STRUCTURE BOTTOM 939.60 LEACHING BASIN 2" SQUARE RIM 4' DIA PRECAST STRUCTURE	

**CONTROL POINTS**

CP#6 M+9 RED CAP N 51382.9362 E 51994.8130 ELEV 948.986	CP#7 M+9 RED CAP N 51607.1577 E 51296.1996 ELEV 951.160	CP#8 M+9 RED CAP N 52085.0609 E 51621.3677 ELEV 936.152
CP#9 M+9 RED CAP N 52331.2373 E 52470.8764 ELEV 944.830	CP#10 MAG NIAL N 52641.2286 E 52513.9869 ELEV 950.196	

**ZONING INFORMATION**

**EXISTING ZONING:** "R-2" RESIDENCE IN WEST MAIN RESIDENTIAL OVERLAY

**PROPOSED REZONING:** P.U.D./CONDITIONAL "R-4" RESIDENTIAL

**CONDITION #1**-NO BUILDINGS SHALL EXCEED 4 UNITS  
**CONDITION #2**-INCLUDES FUTURE SENIOR HOUSING

**TOTAL P.U.D. AREA**  
 847,624.32 SFT (20.08 AC)

**R4 ZONING SETBACKS:**  
 MIN FRONT YARD: 30'/70' IN OVERLAY DISTRICT  
 MIN SIDE YARD: 10'  
 MIN REAR YARD: 10'  
 MIN INTERIOR SIDE YARD: 20'

**OPEN SPACE REQUIREMENTS**  
 OPEN SPACE REQUIRED: 10%  
 846,483.32 (EXCL R.O.W.) X 0.10 = 84,648 SFT

**OPEN SPACE PROVIDED:** 17.2% (145,797 SFT)

**DENSITY CALCULATIONS PER SECTION 48.100**  
 6 UNITS/ACRE WITHIN 200' OF R-2 ZONING  
 8.17 ACRES X 6 = 49 UNITS ALLOWED

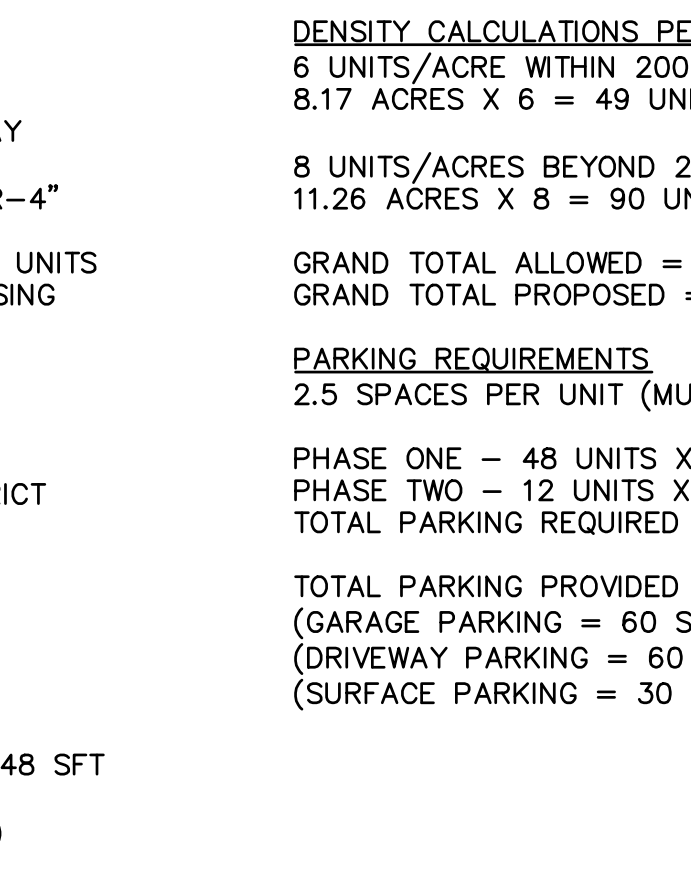
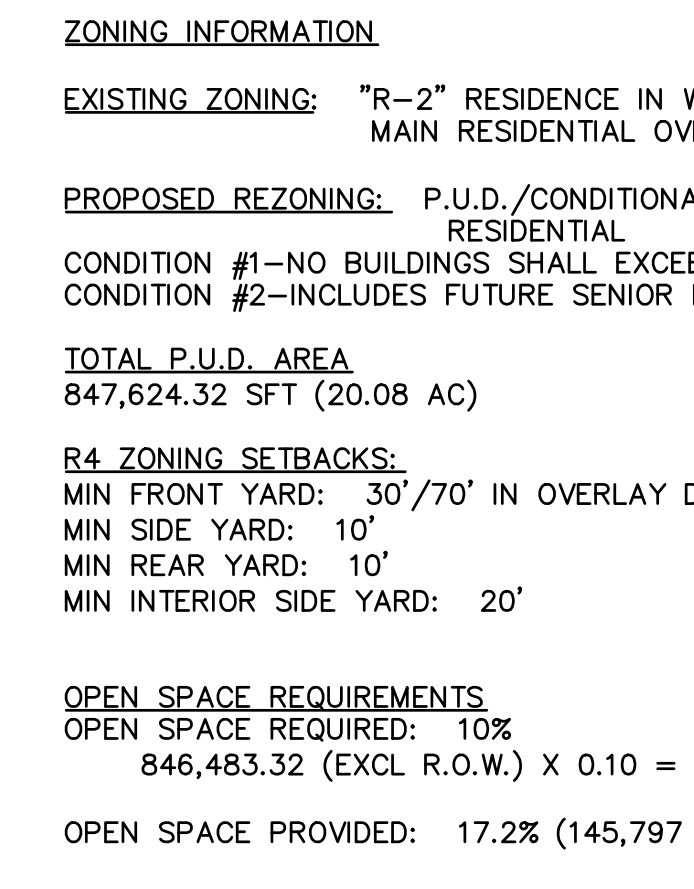
8 UNITS/ACRES BEYOND 200' OF R-2 ZONING  
 11.26 ACRES X 8 = 90 UNITS ALLOWED

**GRAND TOTAL ALLOWED = 139 UNITS**  
**GRAND TOTAL PROPOSED = 60 UNITS**

**PARKING REQUIREMENTS**  
 2.5 SPACES PER UNIT (MULTI-FAMILY)

**PHASE ONE - 48 UNITS X 2.5 = 120 SPACES**  
**PHASE TWO - 12 UNITS X 2.5 = 30 SPACES**  
**TOTAL PARKING REQUIRED = 150 SPACES**

**TOTAL PARKING PROVIDED = 150 SPACES**  
 (GARAGE PARKING = 60 SPACES)  
 (DRIVEWAY PARKING = 60 SPACES)  
 (SURFACE PARKING = 30 SPACES)

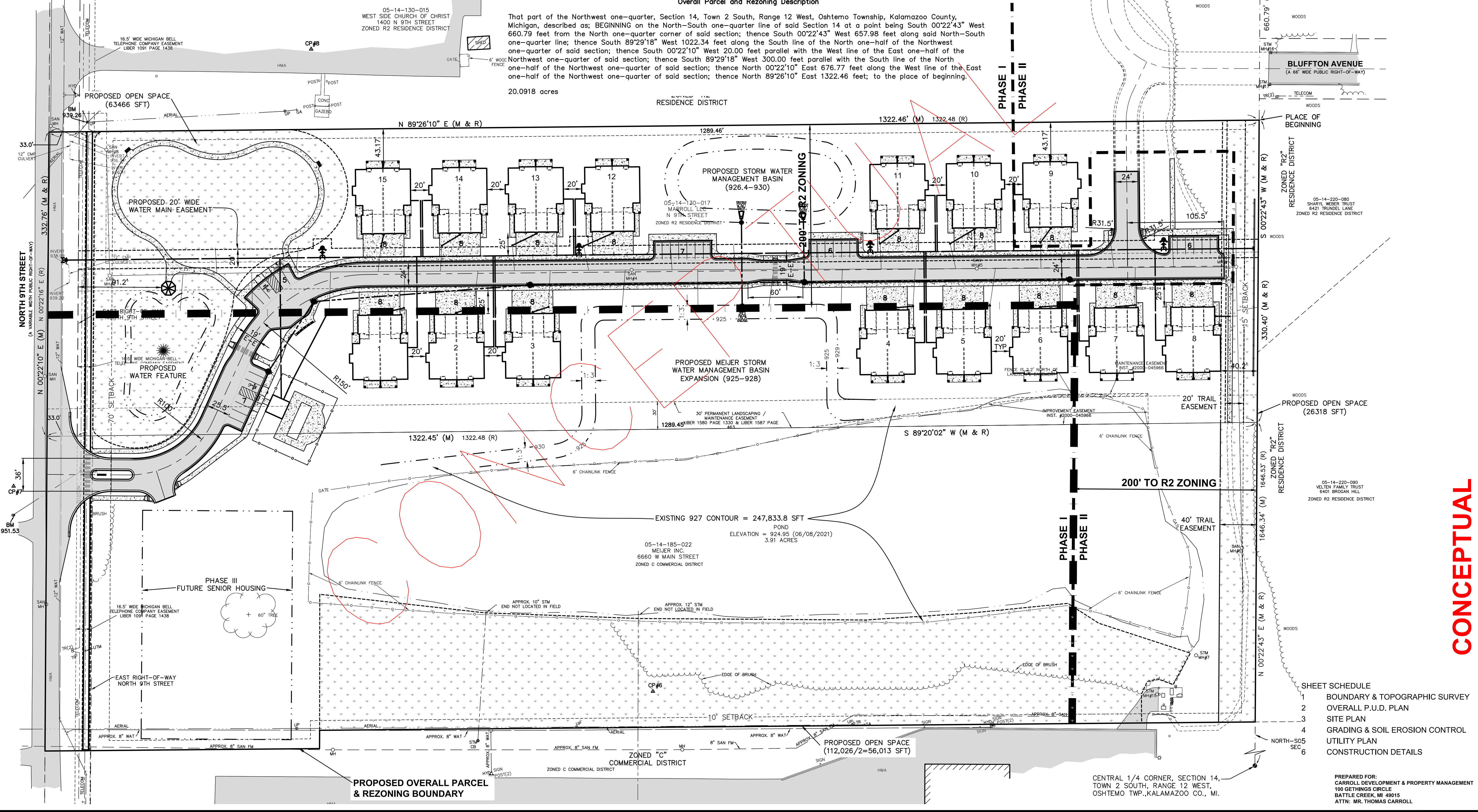


**PROPERTY DESCRIPTION**

**Overall Parcel and Rezoning Description**

That part of the Northwest one-quarter, Section 14, Town 2 South, Range 12 West, Oshtemo Township, Kalamazoo County, Michigan, described as: BEGINNING on the North-South one-quarter line of said Section 14 at a point being South 00°22'43" West 660.79 feet from the North one-quarter corner of said section; thence South 00°22'43" West 657.98 feet along said North-South one-quarter line; thence South 89°29'18" West 1022.34 feet along the South line of the North one-half of the Northwest one-quarter of said section; thence South 00°22'10" West 20.00 feet parallel with the West line of the East one-half of the Northwest one-quarter of said section; thence South 89°29'18" West 300.00 feet parallel with the South line of the North one-half of the Northwest one-quarter of said section; thence North 00°22'10" East 676.77 feet along the West line of the East one-half of the Northwest one-quarter of said section; thence North 89°26'10" East 1322.46 feet; to the place of beginning.

20.0918 acres



**PLAN REVISIONS**

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

**SHEET SCHEDULE**

1	BOUNDARY & TOPOGRAPHIC SURVEY
2	OVERALL P.U.D. PLAN
3	SITE PLAN
4	GRADING & SOIL EROSION CONTROL
5	UTILITY PLAN
6	CONSTRUCTION DETAILS

**Moore+Bruggink**  
 Consulting Engineers  
 2020 Monroe Ave.  
 Grand Rapids, MI 49505  
 (616) 365-9801  
 mailbox@mboe.com

**OVERALL P.U.D. PLAN**  
 FOR  
**THE HAMPTONS**  
 OSHTEMO TWP, KALAMAZOO COUNTY, MICHIGAN

**FIELD SURVEY / DATE**  
 02-18-21

**PROJECT NO.**  
 200251.01

**DESIGN DRAWN BY:**  
 FEF

**DESIGNED BY:**  
 JFL

**CHECKED BY:**  
 JFL

**PLAN DATE:**  
 1/30/23

**SHEET NUMBER**  
**2 OF 6**

**CONCEPTUAL**

P:\200251.01 Oshtemo Multi-Family PUD\CADD\DWG\200251\_Oshtemo Multi-Family PUD DESIGN SHEETS.dwg, 2/24/2023 10:25:28 AM, EMILY ABBOTT

## ARTICLE 7

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### 7 – R-2: RESIDENCE DISTRICT

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#### Contents:

#### 7.10 STATEMENT OF PURPOSE

#### 7.20 PERMITTED USES

#### 7.30 PERMITTED USES WITH CONDITIONS

#### 7.40 SPECIAL USES

(Amended by ord. no. 632; adopted February 10<sup>th</sup>, 2021, effective February 16<sup>th</sup>, 2021. Amended by ord.no. 647; adopted January 24, 2023.)

#### 7.10 STATEMENT OF PURPOSE

---

This district classification is designed as a suburban residential district to permit a greater density of residential development than is provided in the rural districts of the Township, together with other residentially related facilities and activities which would serve the inhabitants of the area.

#### 7.20 PERMITTED USES

---

- A. Any permitted use in the "R-1" Residence District.
- B. Private two-family dwellings.
- C. Libraries.
- D. Fire stations.
- E. Cemeteries, excluding crematories.
- F. Reserved.
- G. Houses of worship.
- H. Accessory buildings and uses customarily incidental to the foregoing.
  - I. Family day care home.
  - J. Adult Foster Care Facility.
  - K. Foster Family Home.
- L. Qualified Residential Treatment Programs (QRTP)

#### 7.30 PERMITTED USES WITH CONDITIONS

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- A. Temporary outdoor events (not lasting more than one day).
- B. Home occupations.

#### 7.40 SPECIAL USES

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- A. Golf courses, parks, and outdoor recreational areas.
- B. Buildings and regulator stations for essential services.
- C. Public and private schools; may have a Child Care Center as an accessory use.
- D. Group Day Care Home.
- E. Temporary outdoor events (lasting more than one day).
- F. Communication towers.
- G. Earth removal, quarrying, gravel processing, mining, related mineral extraction businesses, and landfill gas recovery processing facilities.

H. Wind energy conversion systems.



## ARTICLE 9

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### 9 – R-4: RESIDENCE DISTRICT

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#### Contents:

#### 9.10 STATEMENT OF PURPOSE

#### 9.20 PERMITTED USES

#### 9.30 PERMITTED USES WITH CONDITIONS

#### 9.40 SPECIAL USES

(Amended by ord. no. 632; adopted February 10<sup>th</sup>, 2021, effective February 16<sup>th</sup>, 2021. Amended by ord.no. 647; adopted January 24, 2023.)

#### 9.10 STATEMENT OF PURPOSE

---

This district classification is designed to permit the greatest density of residential uses allowed within the Township, together with other residentially related facilities designed to service the inhabitants of the area.

#### 9.20 PERMITTED USES

---

- A. Any permitted use in the "R-2" Residence District.
- B. Child Care Centers and Adult Care Centers.
- C. Funeral homes.
- D. Accessory buildings and uses customarily incidental to the foregoing.
- E. Family day care home.
- F. Adult Foster Care Facility.
- G. Foster Family Home.
- H. Nursing, convalescent, handicapped, or senior citizens' homes.
- I. Qualified Residential Treatment Programs (QRTP)

#### 9.30 PERMITTED USES WITH CONDITIONS

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- A. Three or four-family dwellings.
- B. Multiple-family dwellings.
- C. Temporary outdoor events (not lasting more than one day).
- D. Home occupations.

#### 9.40 SPECIAL USES

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- A. Private clubs, fraternities, sororities, lodges, except those of which the chief activity is a service customarily carried on as a business.
- B. Buildings and regulator stations for essential services.
- C. Golf courses, parks, and outdoor recreational areas.
- D. Public and private schools.
- E. Group day care home.
- F. Rehabilitation and/or redevelopment of a multiple-family legal nonconforming use where the existing density exceeds the density limitations of Section 48.100. This may not be construed as allowing an increase in density.
- G. Temporary outdoor events (lasting more than one day).

H. Communication towers.

I. Earth removal, quarrying, gravel processing, mining, related mineral extraction businesses, and landfill gas recovery processing facilities.

J. Wind energy conversion systems.

K. Larger Facilities for Child and Adult Foster Care, including: Child Caring Institutions, Foster Family Group Home, Adult Foster Care Small Group Home, and Adult Foster Care Large Group Home.



March 15, 2023

**Mtg Date:** March 23, 2023

**To:** Oshtemo Township Planning Commission

**From:** Colten Hutson, Zoning Administrator

**Applicant:** Joseph Lawson, Consumers Energy

**Owner:** Consumers Energy

**Property:** Unaddressed, Parcel Numbers 05-25-355-010 and 05-26-490-031

**Zoning:** R-4: Residence District

**Request:** Site plan and special use approval to construct one 3,240 SF unmanned building and one 120 SF building accessory thereto to serve as a natural gas regulator station for Consumers Energy. The applicant is also requesting special use approval to install a security fence that includes 12 inches of barbed wire for a total height of 8 feet.

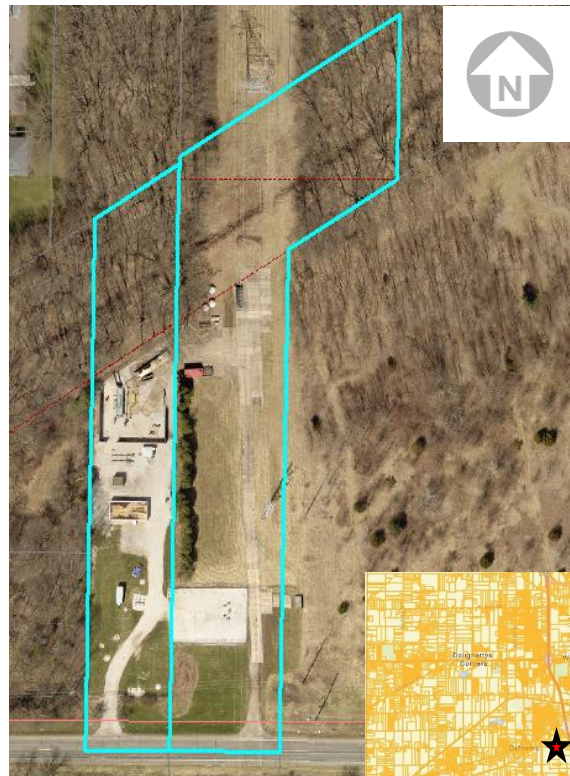
**Section(s):** Section 64: Site Plan Review  
Section 65: Special Uses  
Section 57.60.A.5: Fences



**PROJECT SUMMARY:**

Consumers Energy is requesting site plan and special use approval to construct one 3,240 SF unmanned building and one 120 SF accessory building to serve as a regulator station. The applicant is also requesting special use approval to install a security fence at said site that includes 12 inches of barbed wire for a total height of 8 feet. Currently serving as a natural gas regulator station for Consumers Energy, the applicant is seeking to upgrade the property through a complete reconstruction of the site in order to improve the distribution of natural gas to surrounding neighborhoods in a more efficient manner as well as incorporating a new remote telemetry system. The approximate 4-acre site is located on two unaddressed parcels on the north side of Parkview Avenue between Atlantic Avenue and S 11<sup>th</sup> Street. The site under consideration is outlined in light blue on the map to the right.

The subject project site falls within the R-4: Residence District zoning designation. Buildings and regulator stations for essential services are considered a special



exception use within the R-4: Residence District. Any proposed special exception use is subject to review and approval from the Oshtemo Township Planning Commission.

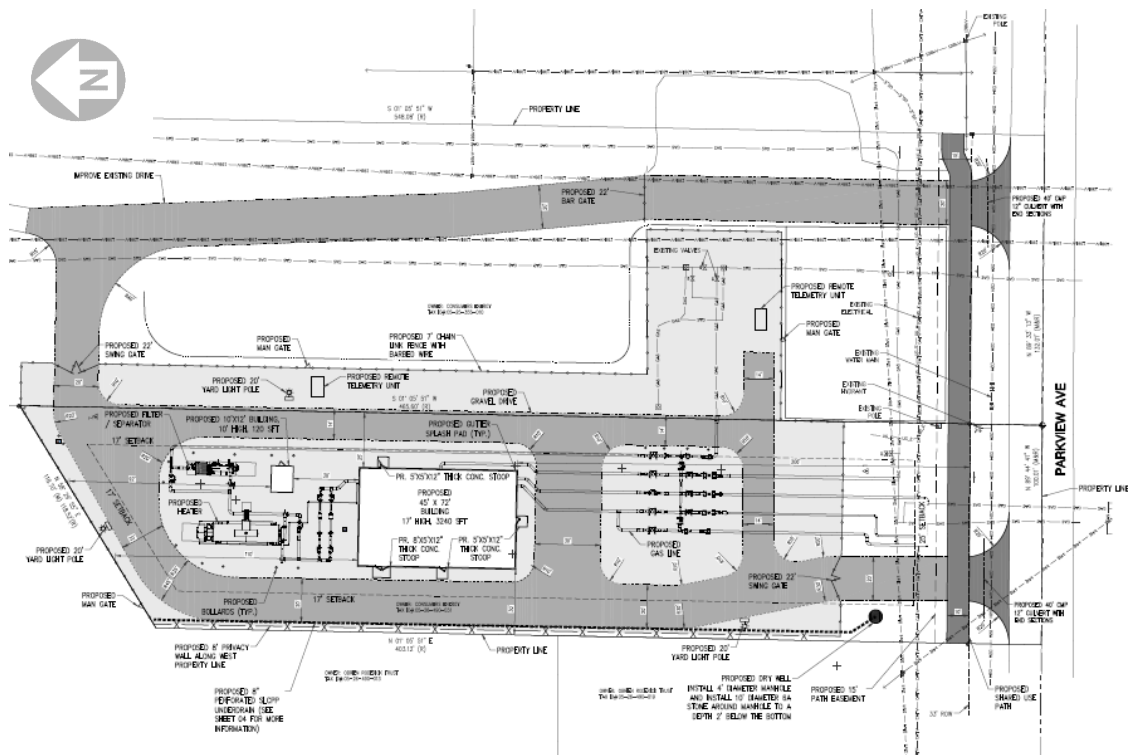
**ANALYSIS:**

When reviewing this request, there are three sets of criteria that need to be considered: the general special use review criteria outlined in Section 65.30, the general site plan review criteria outlined in Section 64, and the requirements for fences outlined in Section 57.60.A.5. Below is an analysis of the proposal against these three code sections. Overall, most of the requirements of Section 65.30, Section 64, and Section 57.60.A.5 have been met.

**Section 64: Site Plan Review**

**General Zoning Compliance:**

*Zoning:* The subject site is zoned R-4: Residence District and is located in the southeast quadrant of the Township. The subject property abuts an unimproved portion of a parcel that is occupied by a nursing home to its east, vacant land to its south, a single-family home as well as an unimproved parcel to its west, and vacant land and an office use to its north. Zoning wise, R-3: Residence District is adjacent to the north, R-4: Residence District is adjacent to the east and west, and C: Local Business District as well as RR: Residence District are adjacent to the south of the subject property. Buildings and regulator stations for essential services are considered a special use within the R-4: Residence District. The percentage of land on-site covered by buildings is 7.7%. The proposed percentage of land reserved for open space is 67%. All general zoning requirements have been met. A snapshot of the proposed site plan is provided below.



**Access and Circulation**

*Access:* The number of access points to the site will not change. The subject property currently possesses two access points adjacent to Parkview Avenue, one on the west end of the site and



the other on the east end of the site. Part of the request is to upgrade both driveway aprons to Hot Mixed Asphalt (HMA) from the existing gravel material. Both drives into the site are secured by a swing and bar gate, in which the Oshtemo Fire Department will be able to access through a knock box. The primary drive aisles are proposed to be made of 6" MDOT 21AA Crushed Limestone. All other drive areas will consist of 6" MDOT 6AA Crushed Limestone.

Most of the drive aisle widths are proposed to be 20 Ft wide, which is the minimum width required under Section 52.50 of the Zoning Ordinance. However, several drive aisle widths are also proposed to be 14 Ft wide, which is 6 Ft less than the required 20 Ft minimum. The applicant is requesting a deviation from the minimum width requirements for drive aisles. The applicant has provided rationale as to why they believe the subject deviation should be granted. Highlights from the provided rationale include:

1. "The main circulation route provides two points of access and wide turning radii that will allow emergency vehicle access as well as a suitable circulation path for maintenance vehicles and delivery trucks."
2. "In the event that an emergency vehicle needs to traverse the 14' secondary aisles, the adjacent limestone material will still support the vehicles if they leave the designated drive."
3. "Increasing the width of the secondary aisles extends the drive width closer to the building, the remote telemetry units and valve operators in these areas. The intent is to keep vehicles in the center of the aisle away from such site amenities."
4. "As an essential services site, this site will receive very minimal traffic. The site is routinely visited by staff approximately once a week to verify the site is operating properly. The new remote telemetry equipment allows remote monitoring further reducing trips to the site."

Per Section 52.50.C of the Zoning Ordinance, the reviewing body may grant, upon request, reduced widths for circulation aisles. The reviewing body will consider the following before making a determination of drive aisles may be reduced:

1. Overall site circulation,
2. Access to public rights-of-way,
3. Public safety,
4. Volume of traffic,
5. Visibility,
6. Location of nonmotorized traffic,
7. Grade and slope of the drive,
8. Other site considerations which may impact general circulation.

In addition to considering the above, attached to this staff report, the Oshtemo Fire Department did provide a letter supporting the deviation for a reduced drive aisle width. Oshtemo's Fire Marshal has reviewed the proposed layout and has no concerns in terms of access and circulation. With the Oshtemo Fire Department's support, and since the proposed use will not be open to the public and will experience minimal traffic; **staff recommends that the Planning Commission grant the requested deviation to permit the applicant with 14 Ft drive aisle widths where illustrated on the proposed site plan.**

**Parking:** Parking spaces are not proposed on the provided site plan. This is mainly attributed to the site operating as an essential service. The subject site is unmanned and experiences limited activity on-site. The only activity on-site would be for maintenance purposes to evaluate the automated system to ensure it is functioning as designed. Vehicular movements throughout the site will be minimal as little to no traffic will be produced from this site. Vehicles would park in the gravel yard section of the site, not interfering with the designated drive aisles. Therefore, the parking requirements for a use of this nature are not applicable.

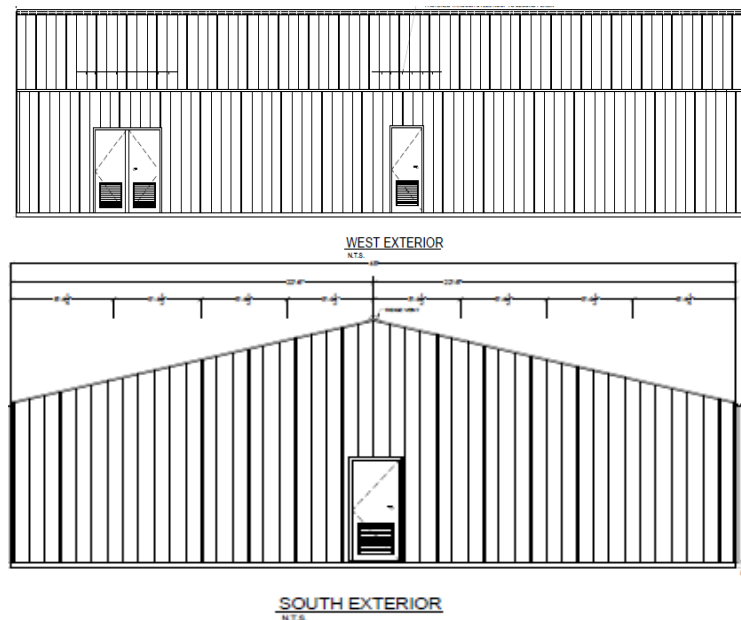
**Easements:** A 15 Ft wide easement to accommodate the required non-motorized facility is shown. All existing easements have also been illustrated on the proposed site plan.

**Shared Use Path:**

The Township’s Non-motorized Transportation Plan does identify a shared use path adjacent to the subject site on the north side of Parkview Avenue. A 10 Ft wide HMA path on the north side of Parkview Avenue is currently proposed on the site plan and will be required to be installed prior to releasing a certificate of occupancy. The 10 Ft wide HMA path is proposed to be located within a 15 Ft wide easement to avoid conflicts with utilities. **Said easement will be dedicated to Oshtemo Township and recorded at the Kalamazoo County Register of Deeds Office as a condition of approval.**

**Building Design**

**Building Information:** The proposed 3,240 SF, one-story principal building will be located in the center of the property on the westerly end and is approximately 17 Ft in height. The proposed 120 SF accessory building is proposed to be 10 Ft tall and will be located immediately north of the principal building. The exterior materials for the proposed buildings will consist of 26 GA prefinished metal. Snapshots of the west and south building elevations for the proposed 3,240 SF principal building can be found on the image to the right.



- B. **Lot Dimensions:** The overall project site is about 4 acres in size and has approximately 230 Ft of road frontage adjacent to Parkview Avenue. The project site consists of two unplatted parcels, Parcel number 05-26-490-031 possesses 1.4 acres and 100 Ft of road frontage. Parcel number 05-25-355-010 possesses 2.6 acres and 132 Ft of road frontage. The two parcels in question each exceed the minimum property area requirement (50,000 SF min.) for unplatted parcels located within the R-4: Residence District; however, both parcels fail to meet the minimum frontage requirement (200 Ft min.) for unplatted parcels located within the R-4: Residence District per Section 50.10.A. With that being said, Section 50.10.F of the Zoning Ordinance states that

“Frontage, width, and area requirements in Section 50.10.A shall not apply to any parcel, lot or building site with buildings or regulator stations for essential services”. Since the regulator station occupies both parcels and operates as an essential service, the minimum frontage, width, and area requirements are therefore waived. **With both parcels operating as one site, and with both parcels sharing same ownership, staff recommends that the two parcels be combined as a condition of approval.**

*Setbacks:* Per Section 50.60.B.4 of the Zoning Ordinance, the minimum front yard setback for buildings and regulator stations for essential services is 25 Ft. The minimum side and rear yard setback is 10 Ft or equal to the height of the building at its highest point as measured from the grade of the property line, whichever is greater. The height of the building is 17 Ft, which requires a minimum setback in the side and rear yards of 17 Ft, which is proposed. The 3,240 SF building is setback 206 Ft from the front property line along Parkview Avenue, 132 Ft from the rear property line, 25 Ft from the east property line, and 30 Ft from the west property line. The minimum setback requirements for the front yard, side yards, and rear yard have all been satisfied for the proposed 3,240 SF building. Accessory buildings less than 200 SF require a minimum setback of 3 Ft from any rear or side yard property line. The subject 120 SF accessory building is 308 Ft from the front yard property line, 92 Ft from the rear yard property line, 25 Ft from the east property line, and 63 Ft from the west property line. All minimum setback requirements have been met.

*Fencing:* The applicant is proposing to install an 8 Ft tall precast concrete privacy wall along the entire length of the west property line. The proposed wall is decorative in nature and is aesthetically pleasing. The addition of said privacy wall will act as a buffer for the neighboring residential uses to the immediate west to visually block any activity occurring on the site. The applicant is also proposing an 8 Ft tall, barbed wire chain link fence along the north, south, and east property lines. Installing security fences with barbed wire not located within industrial-zoned districts requires special exception use approval. See evaluation under Section 57.60.A.5: Fences within this staff report for further information pertaining to the proposed barbed wire chain link fence.

*Lighting:* A photometric plan was provided; however, many of the lighting requirements from Section 54 of the Zoning Ordinance were not met. With the subject site being unmanned, and consequently, site lighting will not be regularly on, **staff is confident that a revised lighting plan can be reviewed and approved administratively and recommend the Planning Commission include such as a condition of approval.**

*Signs:* No changes to current on-site signage is proposed. This portion of the review is not applicable.

### **Landscaping**

Additional landscaping is proposed to be installed at the south end of the site near Parkview Avenue. This is in efforts to screen portions of the site from the roadway. The proposed landscaping consists of native trees and shrubs, which are illustrated in the landscaping plan. All applicable landscaping requirements outlined in Section 53 of the Zoning Ordinance have been met.

### Engineering

Prein & Newhof and the Oshtemo Public Works Department have reviewed the proposal and have noted that all engineering concerns have been addressed and are satisfied with the proposed site plan.

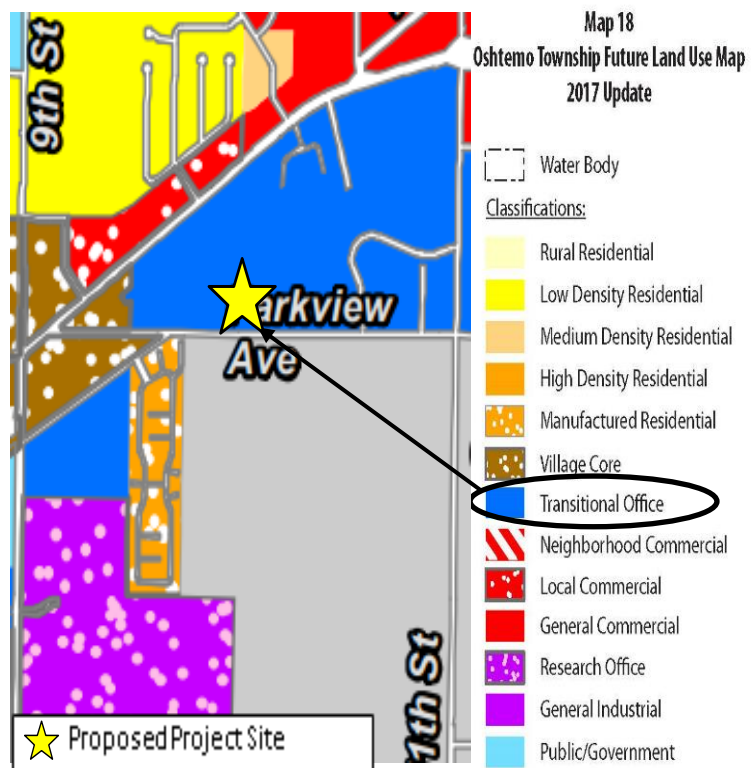
### Fire Department

The Fire Marshal has reviewed the site plan and is overall happy with the proposal. The Fire Marshal expressed that the on-site circulation for fire apparatus has overwhelmingly been improved with the proposal.

### Section 65.30: Special Use Review Criteria

**A. Master Plan/Zoning Ordinance: The proposed use will be consistent with the purpose and intent of the Master Plan and Zoning Ordinance, including the District in which the use is located.**

The Township’s Future Land Use Plan categorizes this area—west of S 11<sup>th</sup> Street, east of Atlantic Avenue, south of Stadium Drive, and north of Parkview Avenue as *Transitional Office*. Buildings and regulator stations for essential services are permissible with special use approval from the Planning Commission under the R-4: Residence District. This property is currently zoned R-4: Residence District. From a zoning perspective, the proposed use would be consistent with the site’s current activity and is in accordance with the Township’s Zoning Ordinance.



**B. Site Plan Review: The Site Plan Review Criteria of Section 64**

A site plan has been provided. See evaluation under [Section 64: Site Plan Review](#).

**C. Impacts:**

**1. The proposed use would be compatible, harmonious and appropriate with the existing or planned character and uses of adjacent properties; meaning the proposed use can coexist with neighboring uses in a stable fashion over time such that no neighboring use is unduly negatively impacted.**

A natural gas regulator station that is operated and owned by Consumers Energy already exists on-site. With the proposed use continuing to operate as such with minimal site changes

proposed, and being in accordance with the Zoning Ordinance, staff has no concerns that the proposed use will negatively affect neighboring uses.

**2. Potentially adverse effects arising from the proposed use on adjacent properties would be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the location of screening, fencing, landscaping, buffers or setbacks.**

Staff does not foresee a significant impact of the proposed use on neighboring properties. Nothing to the site layout is changing other than the footprint of the building increasing and the configuration and width of the drive aisles throughout the site. Entrances on the site will continue to be used in a similar fashion. The proposed site plan meets the minimum setback requirements. Adequate landscaping, fencing, screening, buffers, and more are provided and discussed further in the Site Plan Review section of this staff report.

**3. The proposed use would not be detrimental, hazardous, or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, smoke, odors, glare, or visual clutter.**

A natural gas regulator station has occupied the site for a long time. Increasing the size of the principal building by roughly 2,000 SF and reconfiguring drive aisles are minimal site changes. The amount of traffic will be minimal and will be consistent with what the subject site has produced in the past. Staff anticipates that the proposed project will not generate such negative impacts on adjacent properties.

**D. Environment: The natural features of the subject property shall only be cleared or altered to the extent necessary to accommodate site design elements, particularly where the natural features assist in preserving the general character of the area.**

The proposed site modifications, as presented in the site plan, will minimally impact the existing natural features on the site. The row of canopy trees in the center of the property need to be removed in order to increase the widths of the circulation aisles as well as to fit other key infrastructure needs for the site to operate properly. Additional landscaping including canopy trees and shrubbery are proposed to be located at the south end of the site near Parkview Avenue. This location will help provide screening in efforts to create an improved aesthetic. The current percentage of open space on this site is approximately 67% (includes proposed buildings).

**E. Public Facilities: Adequate public and/or private infrastructure and services already exist or would be provided, and will safeguard the health, safety, and general welfare of the public.**

Municipal water is available and is located on the north side of Parkview Avenue. Municipal sanitary sewer does not exist adjacent to the project site. That said, such utilities will not be required as this is an unmanned regulator station. Therefore, no connections to the public water source or a private septic system will be needed. The proposed natural gas regulator station will be unmanned, and therefore, traffic at this site will be minimal. Regarding the transportation network, the intersection to the east at Parkview Avenue and S 11th Street is well controlled by a traffic signal. The intersection to the west where Parkview Avenue meets Stadium Drive and is also controlled by a traffic signal. If the special use request is granted, it will not negatively affect the area as the use is not changing. A 10 Ft wide HMA path on the north side of Parkview Avenue is currently proposed on the site plan and will be required to be installed within a 15 Ft wide easement.

**F. Specific Use Requirements: The Special Use development requirements of Article 49.**

No specific use requirements exist for buildings and regulator stations for essential services. Therefore, this section does not apply.

Section 57.60.A.5: Fences

The applicant is proposing an 8 Ft tall barbed wire chain link fence along the north, south, and east property lines. The subject property is located within the R-4: Residence District. Installing security fences with barbed wire not located within industrial-zoned districts requires special exception use approval from the Planning Commission. The applicant has requested this type of fence for security reasons, stating “Barbed wire is necessary to provide TSA recommended security measures and is required by Consumers Energy security protocols. The proposed fence detail includes three strands of barbed wire above the seven-foot chain link fabric. The barbed wire will slant inward toward the property”. The applicant also states that “The intent is to prevent entry by unauthorized personnel. While the facility is secure, there is potential for malicious tampering with valves / equipment that could result in gas service disruptions to the surrounding neighborhoods as well as personally injury”. It is standard for essential services of this nature to have security fences in place with barbed wire. The applicant is replacing the existing fencing with new. Staff finds this request reasonable. **The Planning Commission is requested to grant special use approval to allow the proposed 8 Ft tall barbed wire security fence at this site as proposed.**

RECOMMENDATION:

The Planning Commission will need to review the deviation request, outlined below.

- 1) DRIVE AISLE WIDTH DEVIATION: The Planning Commission will need to grant or deny the applicant’s deviation request from Section 52.50.C. If approved, the drive aisles illustrated as being 14 Ft wide on the proposed site plan shall remain.

If the above deviation is denied by the Planning Commission the site plan will need to be amended and resubmitted for review and approval as it will impact the site layout. If the above deviation is approved by the Planning Commission, Planning Department staff recommend that the Planning Commission approve the proposed special use and site plan for the natural gas regulator station for Consumers Energy with the following conditions.

- 2) The Planning Commission grant special use approval to allow an 8 Ft tall barbed wire security fence on-site as proposed.
- 3) A land combination application be submitted to the Township for review and approval prior to building permit issuance.
- 4) A Soil Erosion and Sedimentation Control (SESC) permit from the Kalamazoo County Drain Commissioner’s Office will be required prior to building permit issuance.
- 5) A permit by the Road Commission of Kalamazoo County authorizing work within the public right-of-way will be required prior to building permit issuance.
- 6) A revised lighting plan meeting the requirements outlined in Section 54 of the Zoning Ordinance shall be submitted to the Township for review and approval prior to building permit issuance.
- 7) Finalization for the design of the non-motorized facility or any other engineering details shall be subject to the administrative review and approval of the Township Engineer.
- 8) Copies of the necessary recorded easements shall be provided to the Township prior to issuing a certificate of occupancy.

- 9) All non-motorized facilities on the approved site plan shall be installed prior to issuing a certificate of occupancy.

Attachments: Application, Letter of Intent, Plan Set, Stormwater Calculations, Oshtemo Fire Department Support Letter

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7275 W. Main Street, Kalamazoo, Michigan 49009-9334  
Phone: 269-216-5223 Fax: 269-375-7180

**PLEASE PRINT**

**PROJECT NAME & ADDRESS** Kalamazoo M Ave City Gate Reconstruct, Parkview Ave

**PLANNING & ZONING APPLICATION**

Applicant Name : Joseph Lawson  
Company Consumers Energy  
Address 1945 W. Parnall Road  
Jackson, MI 49201  
E-mail Joseph.LawsonIII@cmsenergy.com  
Telephone (517) 435-5078 Fax \_\_\_\_\_  
Interest in Property Owner - Permit Agent

THIS  
SPACE  
FOR  
TOWNSHIP  
USE  
ONLY

**OWNER\*:**

Name Consumers Energy  
Address 1945 W. Parnall Road  
Jackson, MI 49201  
Email Joseph.LawsonIII@cmsenergy.com  
Phone & Fax (517) 435-5078

Fee Amount \_\_\_\_\_  
Escrow Amount \_\_\_\_\_

**NATURE OF THE REQUEST:** (Please check the appropriate item(s))

- |  |   |
|--|---|
| <input type="checkbox"/> Planning Escrow-1042                  | <input type="checkbox"/> Land Division-1090                                   |
| <input checked="" type="checkbox"/> Site Plan Review-1088      | <input type="checkbox"/> Subdivision Plat Review-1089                         |
| <input type="checkbox"/> Administrative Site Plan Review-1086  | <input type="checkbox"/> Rezoning-1091  |
| <input checked="" type="checkbox"/> Special Exception Use-1085 | <input type="checkbox"/> Interpretation-1082                                  |
| <input type="checkbox"/> Zoning Variance-1092                  | <input type="checkbox"/> Text Amendment-1081                                  |
| <input type="checkbox"/> Site Condominium-1084                 | <input type="checkbox"/> Sign Deviation-1080                                  |
| <input type="checkbox"/> Accessory Building Review-1083        | <input checked="" type="checkbox"/> Other: <u>Deviation Request (Fencing)</u> |

**BRIEFLY DESCRIBE YOUR REQUEST** (Use Attachments if Necessary): Site plan review for a proposed

reconstruct of the existing natural gas regulator station (city gate) facility that is currently located on the north side of Parkview Avenue between Atlantic Avenue and Crystal Lane. The improvements will include a new 72' L x 45' W x 13' H building and 10' W x 12' L x 10' H accessory building along with new piping, valves, fencing, landscaping, and crushed limestone surface. The improvements will also include a new filter / separator and heater unit (to heat gas flowing through facility). All existing fencing, buildings, piping, etc. shall be removed as part of this project. The proposed fencing includes three strands of barbed wire to provide adequate security based on the essential services nature of the site.

**LEGAL DESCRIPTION OF PROPERTY** *(Use Attachments if Necessary):*

See attached site plan for full legal description.

**PARCEL NUMBER:** 3905- 05-26-490-031 & 05-25-355-010

**ADDRESS OF PROPERTY:** Parkview Avenue

**PRESENT USE OF THE PROPERTY:** Natural Gas Regulator Station (City Gate)

**PRESENT ZONING** R-4 - Residence District **SIZE OF PROPERTY** 4.1 Acres Combined

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS  
HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)

Address(es)

\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) acknowledge that we have received the Township's Disclaimer Regarding Sewer and Water Infrastructure. By submitting this Planning & Zoning Application, I (we) grant permission for Oshtemo Township officials and agents to enter the subject property of the application as part of completing the reviews necessary to process the application.*

Consumers Energy -



1.30.2023

**Owner's Signature** (\* If different from Applicant)

**Date**

Joe Lawson



1.30.2023

**Applicant's Signature**

**Date**

- Copies to:
- Planning -1
- Applicant -1
- Clerk -1
- Deputy Clerk -1
- Attorney-1
- Assessor -1
- Planning Secretary - Original

\*\*\*\*

**PLEASE ATTACH ALL REQUIRED DOCUMENTS**

**Kalamazoo M Ave City Gate  
Oshtemo Township / Kalamazoo County**



**Project Narrative – Revised February 2, 2023**

**1. Existing Site Information – North Side of Parkview Ave, East of Atlantic Ave.**

Address	Parkview Ave
Parcel #	#05-26-490-031 & 05-25-355-010
Current Zoning:	R-4 Residence
Lot Size:	4.0 Acres Combined
Current Use:	City Gate / Valve Site
Surrounding Area Use	R-4 Residence

**2. Project Overview**

Consumers Energy owns and operates a natural gas city gate facility that is located on the north side of Parkview Avenue just east of Atlantic Avenue. This site is 4.0 acres and is used to distribute natural gas from the transmission system to the local neighborhoods. The facility reduces the gas pressure from the transmission system to a lower pressure that can be utilized by the surrounding neighborhoods. Part of this process involves filtering the gas to remove sediment and moisture and heating the gas as the pressure is reduced to prevent frost build up in the pipes / valves. The proposed system is predominantly automated and requires minimal onsite labor to operate. A comprehensive remote telemetry system will be incorporated into the improvements. As the site provides natural gas to the surrounding communities, it is considered an essential services site.

The improvements will include the following:

- a. Removal of the existing fencing.
- b. Removal of existing gravel surface to facilitate piping installation.
- c. Removal of some existing equipment and piping onsite.
- d. Install new piping, valves, filter separator and heater.
- e. Construct new 45' x 72' x 11' (eave) 16' (peak) steel sided building.
- f. Construct new 10' x 12' x 10' overall height accessory building
- g. No water or sewer in the building.
- h. Replace / regrade gravel surface over piping.
- i. Install new gravel driveway / turn around.
- j. Install fencing to enclose site. Provide (2) 16' wide swing gates and (3) emergency man gates. Fencing along south, east and north sides will be 8' chain link fence with barbed wire. Fencing along the west side will be an 8' high concrete privacy wall.
- k. Limited lighting will be switch activated for onsite work.
- l. Litter receptacles will not be provided – litter will be removed daily.
- m. Site is only occupied for maintenance purposes. No defined parking spaces are proposed.
- n. No public utilities except for electrical.

### **3. Site Specific Items**

- I. *Number of Employees onsite* – The proposed improvements will allow Consumers to remotely monitor / operate the facility using the remote telemetry unit. The site will not be regularly occupied by employees. Maintenance staff will periodically visit the site to maintain equipment. This generally occurs on a weekly basis. A normal site visit will include one employee driving one vehicle. Additional employees may be onsite to service equipment. There is space for parking up to three vehicles onsite which is sufficient for the employees working onsite.
- II. *Parking Spaces Provided* – Due to the limited use of the facility, parking spaces are not delineated. Employees performing maintenance will bring work vehicles with them and park close to the area requiring maintenance to allow access to tools, etc. There is ample area available onsite to accommodate up to three vehicles.
- III. *Tree Clearing* – The existing brush area along the east side of the site will be cleared.
- IV. *Fencing Upgrades* – The existing fencing will be replaced with new fencing. As an upgrade to the site, Consumers will be installing a concrete wall along the west side of the site. This will provide screening to the adjacent residential properties. The fencing along the south, east and north sides will be chain link with barbed wire for security reasons. *Note: Barbed wire is being requested with the understanding that it is a special use for essential services. Barbed wire is necessary to provide TSA recommended security measures and is required by Consumers Energy security protocols.*
- V. *Landscaping* – Limited landscaping is proposed for this site. The landscaping will be limited to the south side along Parkview Avenue where it does not interfere with the gas lines. The unmanned nature of this site depends upon drive by reporting for both security and potential mechanical issues. Clear site lines along the road frontage are desired to promote visibility within the site.
- VI. *Above Grade Equipment* – As mentioned previously, the site will include an exterior natural gas heater, filter / separator unit, and above grade valves. The heater and filter / separator will be above grade. These units will be similar to the existing equipment located onsite.
- VII. *Multiuse Path* – At the request of the township, the site will include a multiuse path along the north side of Parkview Avenue.

### **4. Special Exception Requests**

- I. *Fencing / Barbed Wire (Article 57.60)* – The zoning ordinance prohibits the use of barbed wire in an area that abuts a residential area. It also states that Security fences with barbed wire shall require Special Use approval. The proposed fence detail includes three strands of barbed wire above the seven-foot chain link fabric. The barbed wire will slant inward toward the property. It should be noted that the property line that abuts the residential area will have a concrete privacy wall. The other three sides of the property will utilize the chain link fence with barbed wire. This is a Consumers Energy standard detail that complies with CE security requirements and TSA security recommendations. The existing fence currently has barbed wire. The intent is to prevent entry by unauthorized personnel. While the facility is secure, there is potential for malicious tampering with valves / equipment that could result in gas service disruptions to the surrounding neighborhoods as well as personally injury.

Consumers Energy is requesting Special Use approval to allow the use of a seven-foot chain link fence with barbed wire for security purposes around this essential services facility.

- II. *Deviation from 20' Site Circulation Aisles (Article 52.5)* – The proposed site plan incorporates 20' wide circulation aisles for most of the site. The main drive aisle has a minimum width of twenty feet. The drive commences at Parkview Avenue and traverses north to the exit gate at the north east corner of the site. The drive outlets to Parkview Avenue via a secondary drive that also provides access to the high voltage power line. The main drive aisle includes (2) twenty-two-foot-wide access gates. There are several secondary drives that provide access to specific areas of the site which are used for maintenance of facilities only. Parking will be in the designated areas near the building where the drive width approaches thirty feet.

It should be noted that the entire fenced area will be surfaced with crushed limestone. The drive areas will receive six inches of 21AA limestone that contains fines to allow the material to bind together and provide a very dense base to support regular vehicular traffic including odorant deliveries via semi-trucks and fire trucks. The remainder of the site will be covered in 6AA crushed limestone which contains slightly larger stones without the fines. This material is open graded and allows stormwater to pass through into the ground. It also provides storm water storage within the voids. While not as tight as the driveway material, it will still support large vehicles and trucks with minimal movement.

Consumers Energy is asking for to deviate from the 20' minimum width for the secondary aisles based on the following:

- The main circulation route provides two points of access and wide turning radii that will allow emergency vehicle access as well as a suitable circulation path for maintenance vehicles and delivery trucks.
- In the event that an emergency vehicle needs to traverse the 14' secondary aisles, the adjacent limestone material will still support the vehicles if they leave the designated drive.
- The secondary drives could be widened, but the natural storm water storage / percolation area will be significantly reduced.
- Increasing the width of the secondary aisles extends the drive width closer to the building, the remote telemetry units and valve operators in these areas. The intent is to keep vehicles in the center of the aisle away from such site amenities.
- The two gates on the main drive provide adequate access to the Parkview Avenue right of way.
- Public safety vehicles can utilize either entrance if necessary and can still utilize the secondary drives if necessary.
- As an essential services site, this site will receive very minimal traffic. The site is routinely visited by staff approximately once a week to verify the site is operating properly. The new remote telemetry equipment allows remote monitoring further reducing trips to the site.
- There are no visibility issues due to the limited amount of traffic at this site.

- Non-motorized traffic is not permitted within the fenced perimeter.
- The driveways all meet the generally accepted slopes for driveways.
- There is ample parking near the building where the aisle width exceeds the requirements.

Consumers Energy is requesting a deviation to allow the secondary drive aisle to be fourteen feet wide.

#### ***5. Estimated Construction Schedule***

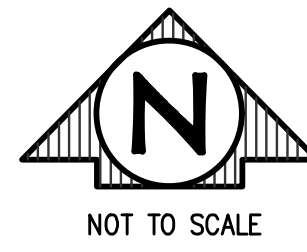
Start Construction – April 10, 2023

Complete Construction – October 27, 2023

*R:\Projects\22C0330\Docs\Permits\Site Plan\2nd Submittal 1-31-23\Kalamazoo M Narrative 2-3-23.docx*

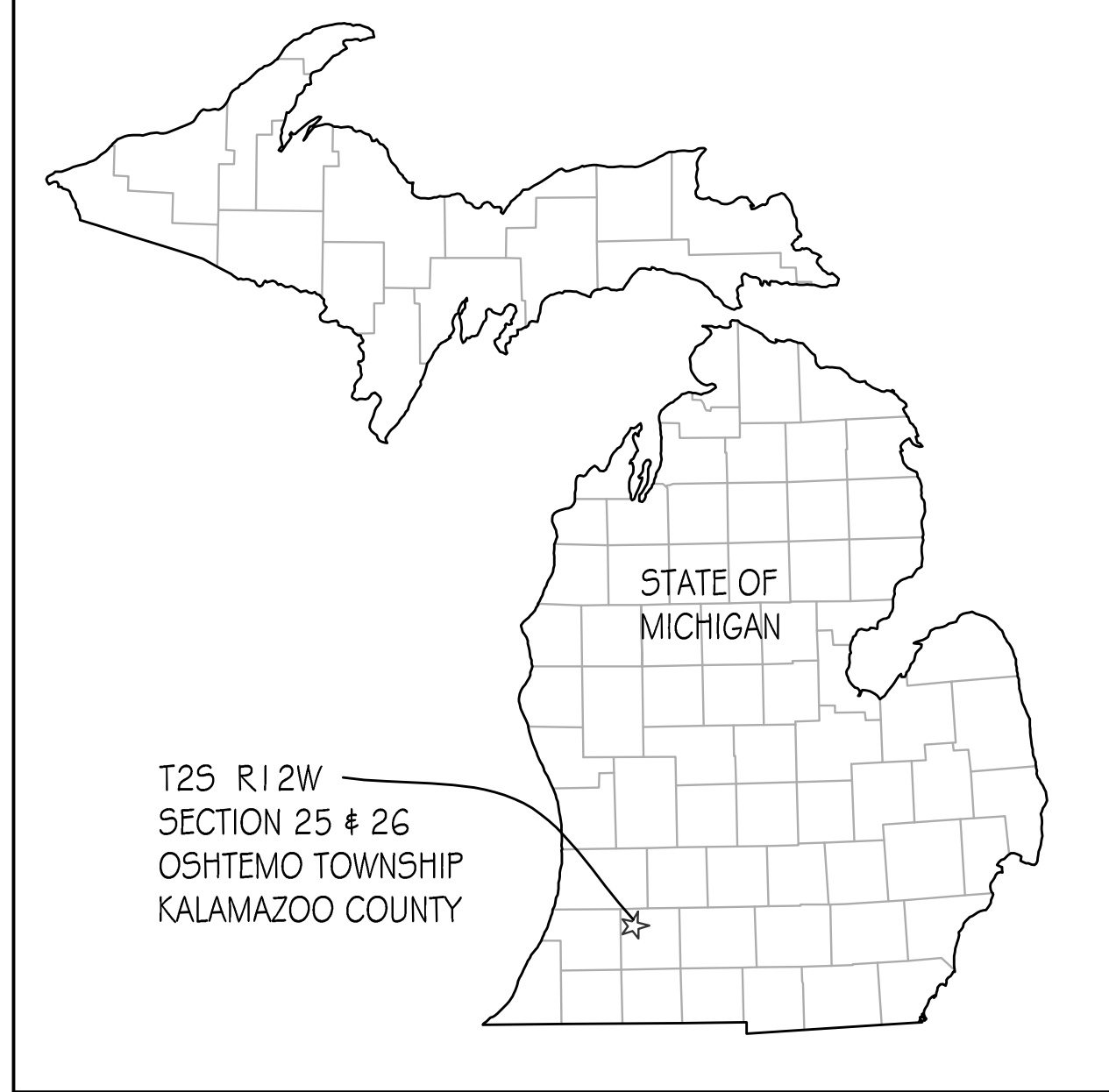
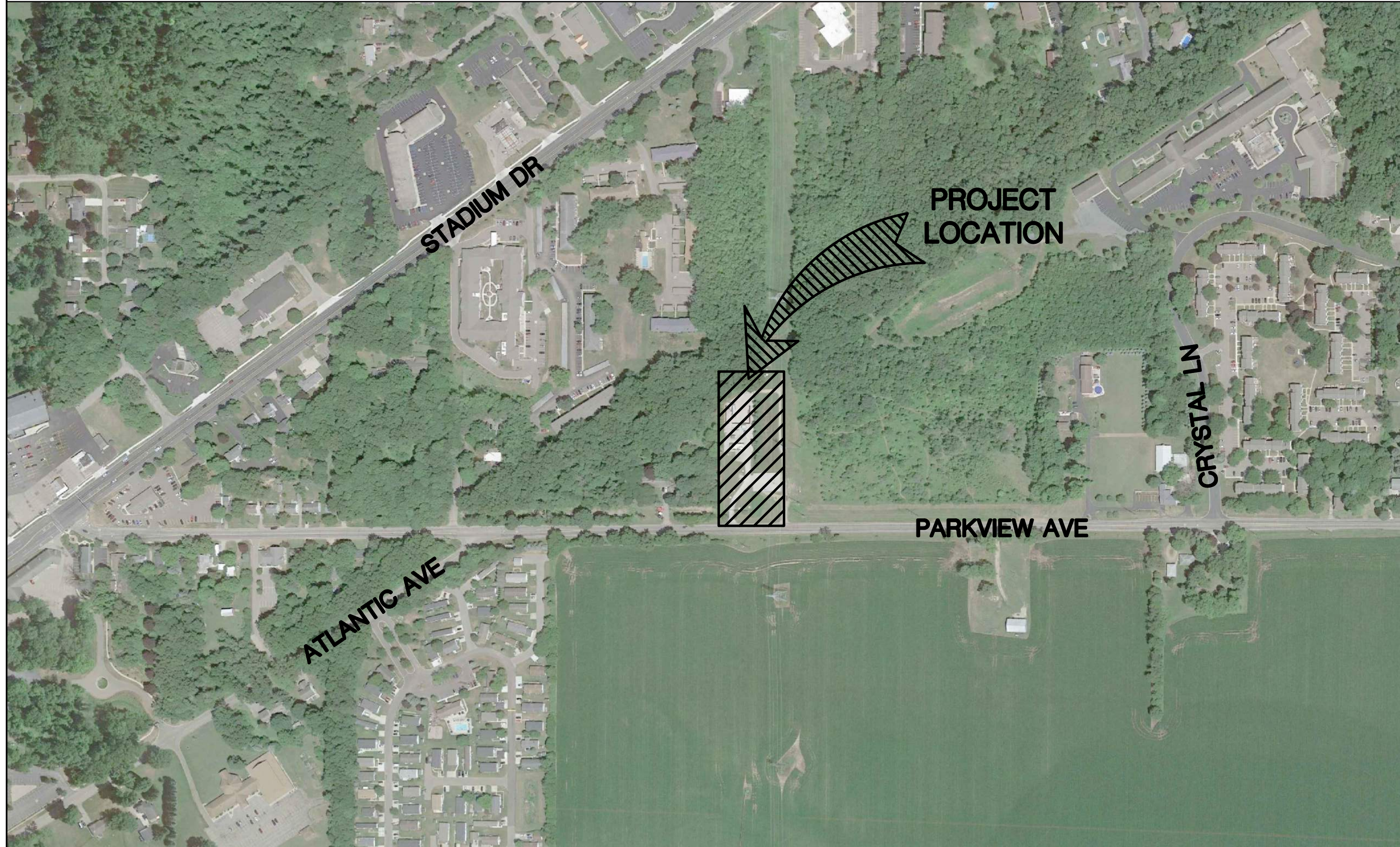
# PROJECT SCOPE

PREPARE A SITE PLAN TO HELP OBTAIN ASSOCIATED PERMITS FOR THE RECONSTRUCTION OF THE KALAMAZOO M. AVE CITY GATE ON CONSUMERS ENERGY PROPERTY IN OSHTEMO TOWNSHIP, MI. THE SCOPE OF WORK INCLUDES REMOVAL OF EXISTING PIPING/EQUIPMENT, BUILDING, FENCING AND THE CONSTRUCTION OF NEW FENCING, NATURAL GAS PIPING/EQUIPMENT, AND A NEW PRIMARY AND ACCESSORY BUILDING.



# SITE PLAN FOR CONSUMERS ENERGY KALAMAZOO M AVE CITY GATE RECONSTRUCT

SECTION 25&26 T2S-R12W  
KALAMAZOO, MI 49009  
OSHTEMO TOWNSHIP, KALAMAZOO COUNTY



## LOCAL AGENCY AND UTILITY INFORMATION

AGENCY	UTILITY
OSHTEMO TOWNSHIP 7275 W. MAIN STREET KALAMAZOO, MI 49004 (269) 216-5223	SITE PLAN
ROAD COMMISSION OF KALAMAZOO COUNTY 3801 EAST KILGORE ROAD KALAMAZOO, MI 49001 (269) 381-3171	ROAD DRIVEWAY
KALAMAZOO COUNTY OFFICE OF DRAIN COMMISSIONER 201 WEST KALAMAZOO AVENUE, RM. 107 KALAMAZOO, MI 49007 (267) 384-8117	SESC STORMWATER

## OWNER INFORMATION

CONSUMERS ENERGY  
1945 W PARNALL ROAD  
JACKSON, MI 49201  
(517) 918-4910  
CLINT SILVEUS

## ENGINEER INFORMATION

ROWE PROFESSIONAL SERVICES COMPANY  
540 S. SAGINAW ST., SUITE 200  
FLINT, MI 48502  
(810) 341-7500  
DOUGLAS SCOTT, P.E.

## PERMIT AGENT INFORMATION

CONSUMERS ENERGY  
1945 W PARNALL ROAD  
JACKSON, MI 49201  
(517) 435-5078  
JOSEPH LAWSON

## SHEET INDEX

- C-1824-PMT-01 - COVER SHEET
- C-1824-PMT-02 - GENERAL NOTE SHEET
- C-1824-PMT-03 - EXISTING SURVEY AND REMOVALS
- C-1824-PMT-04 - SITE PLAN SHEET
- C-1824-PMT-05 - NORTH LIGHTING SHEET
- C-1824-PMT-06 - SOUTH LIGHTING SHEET
- C-1824-SPL-04 - GRADING AND SOIL EROSION
- C-1824-SPL-05 - LANDSCAPING SHEET
- C-1824-SAD-07 - SITE DETAIL SHEET
- C-1824-SAD-08 - SITE DETAIL SHEET 2
- C-1824-VEN-02 - FRAMING PLAN
- C-1824-VEN-05 - ARCHITECTURAL
- C-1824-VEN-06 - ARCHITECTURAL
- J3527-PPE-01A - ANALYZER BUILDING OVERALL LAYOUT
- J3527-PPE-02A - ANALYZER BUILDING FRONT EXTERIOR
- J3527-PPE-02B - ANALYZER BUILDING LEFT EXTERIOR

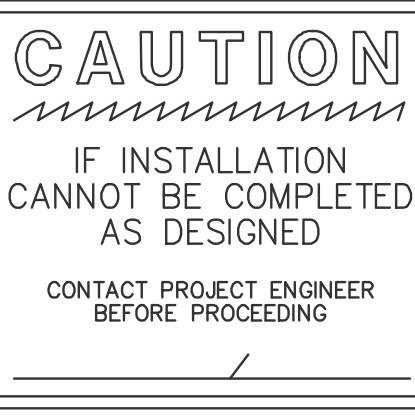
## LEGAL DESCRIPTION

WARRANTY DEED DATED FEBRUARY 28, 1967  
LIBER 822, PAGE 478 KALAMAZOO COUNTY RECORDS.

THE EAST 100 FEET OF A PARCEL OF LAND DESCRIBED AS FOLLOWS; TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, T2S, R12W, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 473.88 FEET TO THE S'LY LINE OF THE A.T. & T. COMPANY'S RIGHT OF WAY; THENCE SW'LY ALONG THE S'LY LINE OF SAID A.T. & T. COMPANY'S RIGHT OF WAY 902.93 FEET TO A POINT IN THE SOUTH LINE OF SAID SECTION 26; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 761.58 FEET TO THE POINT OF BEGINNING.

AND:  
WARRANTY DEED DATED OCTOBER 11, 1957  
LIBER 739, PAGE 3 KALAMAZOO COUNTY RECORDS.  
A PARCEL OF LAND IN THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) SOUTH, RANGE TWELVE (12) WEST, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION, RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION ONE HUNDRED THIRTY-TWO AND ONE HUNDREDTH (132.01) FEET, THENCE NORTH PARALLEL WITH AND ONE HUNDRED THIRTY-TWO (132) FEET DISTANT EAST FROM THE WEST LINE OF SAID SECTION FIVE HUNDRED FORTY-EIGHT AND EIGHT HUNDREDTHS (548.08) FEET TO THE SOUTHEASTERLY LINE OF THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY'S RIGHT OF WAY, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID AMERICAN TELEPHONE AND TELEGRAPH COMPANY'S RIGHT OF WAY ONE HUNDRED FIFTY-SIX AND FORTY-FIVE HUNDREDTHS (156.45) FEET TO THE WEST LINE OF SAID SECTION, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION FOUR HUNDRED SIXTY-FIVE AND SIXTY HUNDREDTHS (465.60) FEET TO THE PLACE OF BEGINNING, INTENDING HEREBY TO DESCRIBE ALL THAT PART OF THE WEST ONE HUNDRED THIRTY-TWO (132) FEET OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWO (2) SOUTH, RANGE TWELVE (12) WEST LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY'S RIGHT OF WAY.

AND:  
QUITCLAIM DEED DATED JUNE 4, 1970  
LIBER 853, PAGE 123 KALAMAZOO COUNTY RECORDS.  
A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 12 WEST, OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:  
THE WEST 260 FEET OF A STRIP OF LAND, 150 FEET WIDE USED AS RIGHT OF WAY AS ORIGINALLY STAKED OUT BY THE KALAMAZOO, LAKE SHORE, AND CHICAGO RAILWAY COMPANY, ALSO:  
A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 12 WEST, OSHTEMO TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:  
THE EAST 100 FEET OF A STRIP OF LAND 150 FEET WIDE USED AS A RIGHT OF WAY AS ORIGINALLY STAKED OUT BY THE KALAMAZOO, LAKE SHORE, AND CHICAGO RAILWAY COMPANY.



 <b>ROWE PROFESSIONAL SERVICES COMPANY</b>	<b>KALAMAZOO M AVE CITY GATE 2023 CONSTRUCTION</b>	<b>COVER SHEET</b>	
 <b>Count on Us<sup>®</sup></b> GEO-SPATIAL & GAS ASSET MANAGEMENT Gas Meter and Regulation Department	FIELD AREA: KALAMAZOO PROJECT # GM-00794 STA. NO. K-1	DRAWING NO. <b>C-1824-PMT</b> SHEET <b>01</b>	SCALE N.T.S.
FILE: 401824C1824-PMT.01.DWG RASTER FILE: #	DO NOT SCALE DRAWING USE DIMENSIONS ONLY		

ORIGINAL DRAWING #	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	

PLS

## GENERAL CONSTRUCTION NOTES

### EMERGENCY CONTACTS

BEFORE BEGINNING WORK ON THE PROJECT, THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER WITH THE NAMES AND TELEPHONE NUMBERS OF EMERGENCY CONTACTS. AT LEAST ONE PERSON REPRESENTING THE CONTRACTOR SHALL BE AVAILABLE TO RESPOND TO EMERGENCIES THROUGHOUT THE LIFE OF THE PROJECT, 24 HOURS A DAY, 7 DAYS A WEEK.

### UNDERGROUND UTILITY IDENTIFICATION AND LOCATION

THE CONTRACTOR SHALL CALL MISS DIG (811) A MINIMUM OF THREE WORK DAYS IN ADVANCE OF BEGINNING EXCAVATION. THE CONTRACTOR IS RESPONSIBLE TO IDENTIFY AND NOTIFY UTILITY AGENCIES WITHIN THE PROJECT AREA WHICH DO NOT PARTICIPATE IN THE MISS DIG NOTIFICATION PROGRAM.

### PUBLIC UTILITIES

EXISTING UTILITIES ARE SHOWN BASED UPON RECORDS AND LOCATIONS PROVIDED BY UTILITY AGENCIES. THE INFORMATION SHOWN IS CONSIDERED APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR. UNLESS THE PLANS SPECIFICALLY SHOW THAT EXISTING UTILITIES ARE TO BE MOVED, THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN EXISTING UTILITIES.

### VERIFICATION OF UNDERGROUND UTILITIES

THE CONTRACTOR SHALL EXCAVATE AND LOCATE ALL EXISTING UTILITIES IN THE PROJECT AREA IN ADVANCE OF CONSTRUCTION TO VERIFY THEIR ACTUAL LOCATION. POTENTIAL CONFLICTS SHALL BE REPORTED TO THE ENGINEER. THE CONTRACTOR SHALL MAKE SUCH CHANGES TO GRADE AND ALIGNMENT OF PROPOSED WORK AS DIRECTED BY THE ENGINEER TO AVOID CONFLICTS, AT NO INCREASE IN COST TO THE OWNER.

### UTILITY SERVICE

UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THE CONTRACT DOCUMENTS, ALL EXISTING UTILITIES ARE TO REMAIN IN SERVICE DURING THE PROJECT.

### SOIL BORINGS / PAVEMENT CORES

IF PROVIDED ON THE PLANS OR IN THE CONTRACT DOCUMENTS, LOGS OF SOIL BORINGS OR PAVEMENT CORES REPRESENT THE SUBSURFACE CONDITIONS ENCOUNTERED AT SPECIFIC POINTS. THE INFORMATION IS PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY.

### MAINTAINING TRAFFIC

LOCAL AND EMERGENCY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES WITHIN THE PROJECT AREA.

WHEN EXCAVATION, FRESH CONCRETE, OR OTHER CONSTRUCTION WORK WILL RESULT IN THE CLOSURE OF A STREET OR DRIVEWAY FOR A PERIOD OF TIME, THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL AFFECTED RESIDENTS AND BUSINESSES IN ADVANCE.

THE CONTRACTOR SHALL NOTIFY EMERGENCY RESPONSE AGENCIES IN ADVANCE OF ROAD CLOSURES OR THE ESTABLISHMENT OF DETOURS.

### TRAFFIC SIGNS

TRAFFIC SIGNS WHICH INTERFERE WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED BY THE AGENCY HAVING JURISDICTION OVER THE STREETS OR ROADS IN THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE TO CONTACT THE AGENCY TO ARRANGE FOR REMOVAL OF THE SIGN AND IS RESPONSIBLE TO PAY ANY FEES ASSOCIATED WITH THE REMOVAL AND REPLACEMENT OF THE SIGNS.

### SCHEDULE

THE CONTRACTOR SHALL COMPLETE ALL WORK IN AN EXPEDITIOUS MANNER AND SHALL NOT STOP WORK ON THE PROJECT ONCE BEGUN.

### CONSTRUCTION STAKING

WHEN CONSTRUCTION STAKING IS TO BE PROVIDED BY THE ENGINEER OR OWNER, THE CONTRACTOR SHALL REQUEST STAKING AT LEAST THREE WORKING DAYS IN ADVANCE.

WHEN CONSTRUCTION STAKING IS TO BE PROVIDED BY THE ENGINEER OR OWNER, STAKING WILL BE PROVIDED ONE TIME. THE CONTRACTOR SHALL PROTECT AND PRESERVE SURVEY CONTROL AND STAKING. RE-STAKING WILL BE AT THE CONTRACTOR'S EXPENSE.

### SURVEY CORNERS, BENCHMARKS, AND CONTROL POINTS

THE CONTRACTOR SHALL PRESERVE ALL GOVERNMENT CORNERS, PROPERTY CORNERS, BENCHMARKS, SURVEY CONTROL POINTS AND OTHER SURVEY POINTS WITHIN THE PROJECT AREA. WHERE CORNERS, BENCHMARKS, OR SURVEY POINTS ARE ENCOUNTERED WHICH WILL BE DISTURBED BY THE CONTRACTOR'S ACTIVITIES; A LICENSED SURVEYOR SHALL WITNESS THE POINT BEFORE DISTURBANCE AND SHALL RE-SET THE POINT FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PAY THE SURVEYOR TO WITNESS AND TO RE-SET THE POINTS.

### PROTECTION OF TREES, SHRUBS, AND LANDSCAPING

ALL TREES, SHRUBS, AND LANDSCAPING WITHIN THE CONSTRUCTION AREA WHICH ARE NOT SPECIFICALLY DESIGNATED FOR REMOVAL SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR. DAMAGED TREES, SHRUBS, AND LANDSCAPING SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

### CONSTRUCTION SIGNING AND BARRICADING

THE CONTRACTOR SHALL PROTECT HAZARDOUS AREAS WITH BARRICADES. BARRICADES LEFT IN PLACE AFTER SUNSET SHALL BE LIGHTED. THE CONTRACTOR SHALL PROVIDE SUITABLE SANDBAGS OR OTHER SUITABLE MEASURES FOR ANCHORING OF TEMPORARY SIGNS AND BARRICADES, TO PREVENT THEIR TIPPING OR DISPLACEMENT BY WIND OR AIR FLOW FROM VEHICLES.

THE CONTRACTOR SHALL PROVIDE SIGNING, BARRICADES, FLAGGERS, CONES, AND OTHER TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION OVER STREETS OR ROADS IN THE PROJECT AREA, THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE PLANS AND SPECIFICATIONS.

THE CONTRACTOR SHALL COVER OR REMOVE TEMPORARY SIGNS DURING PERIODS WHEN THEY ARE NOT APPROPRIATE.

### TURF ESTABLISHMENT

ALL DISTURBED AREAS WHICH ARE NOT TO BE SURFACED WITH PAVEMENT, AGGREGATE OR OTHER APPROVED SURFACES SHALL BE ESTABLISHED WITH TURF.

TURF AREAS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE.

DISTURBED AREAS SHALL BE SURFACED WITH THREE INCHES OF SCREENED TOPSOIL.

THE CONTRACTOR IS RESPONSIBLE TO ESTABLISH TURF WHICH IS SUBSTANTIALLY FREE OF BARE SPOTS AND FREE OF WEEDS. THE GROUND SURFACE IN TURF AREAS SHALL BE SMOOTH AND PROVIDE A NATURAL TRANSITION TO ADJACENT, UNDISTURBED AREAS.

THE CONTRACTOR IS RESPONSIBLE TO PROVIDE WATERING, WEEDING, RESEEDING, AND REWORKING AS NECESSARY TO ESTABLISH TURF AREAS TO THE REQUIRED STANDARD.

### EARTHWORK

EARTHWORK QUANTITIES, IF PROVIDED, ARE PROVIDED FOR THE CONTRACTOR'S INFORMATION. THE QUANTITIES WERE DEVELOPED USING THE AVERAGE END AREA METHOD. ASSUMPTIONS REGARDING TOPSOIL AND SHRINKAGE ARE STATED WITH THE ESTIMATES OF EXCAVATION AND FILL.

THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF THE EARTHWORK QUANTITIES, AND BASE HIS BID ON HIS DETERMINATION OF THE QUANTITIES OF WORK REQUIRED.

IF ADDITIONAL FILL MATERIAL MUST BE PROVIDED TO ATTAIN THE FINISH GRADES SHOWN ON THE PLANS, THE CONTRACTOR SHALL PROVIDE THE REQUIRED FILL MATERIAL, UNLESS A SPECIFIC BORROW AREA IS IDENTIFIED ON THE PLANS.

EXCESS SOILS RESULTING FROM EXCAVATION AND EARTHWORK SHALL BECOME THE CONTRACTOR'S PROPERTY AND DISPOSED OF PROPERLY, UNLESS AN AREA(S) HAS BEEN DESIGNATED FOR STOCKPILING OR "BLENDING IN" THE EXCESS MATERIAL WITHIN THE PROJECT LIMITS.

### BACKFILL AND EMBANKMENT

BACKFILL OF AN EXCAVATION UNDER OR WITHIN THE ONE ON ONE INFLUENCE OF AN EXISTING OR PROPOSED ROAD, SIDEWALK, DRIVEWAY, PAVEMENT, OR AGGREGATE SURFACE, SHALL BE SAND, MEETING THE REQUIREMENTS OF GRANULAR MATERIAL CLASS III AS DESCRIBED IN THE CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION. THE SAND BACKFILL SHALL BE COMPACTED TO AT LEAST 95% OF ITS MAXIMUM UNIT WEIGHT.

BACKFILL OF AN EXCAVATION WHICH IS NOT UNDER OR WITHIN THE ONE ON ONE INFLUENCE OF AN EXISTING OR PROPOSED ROAD, SIDEWALK, DRIVEWAY, PAVEMENT, OR AGGREGATE SURFACE MAY BE SUITABLE EXCAVATED MATERIAL OR OTHER SOIL, WHICH IS FREE OF ORGANIC MATTER, STONES AND ROCKS, ROOTS, BROKEN CONCRETE, FROZEN MATERIAL, OR DEBRIS. THE BACKFILL SHALL BE COMPACTED TO AT LEAST 90% OF ITS MAXIMUM UNIT WEIGHT.

THE CONTRACTOR SHALL INDICATE THE SOURCE OF SAND USED FOR BACKFILL TO THE ENGINEER, AND PROVIDE THE ENGINEER WITH THE RESULTS OF A GRADATION TEST PERFORMED ON A SAMPLE OF THE SAND. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN ADVANCE OF USING SAND FROM OTHER SOURCES.

EMBANKMENT USED TO BUILD THE SUBGRADE TO REQUIRED ELEVATION SHALL BE SUITABLE SOIL EXCAVATED FROM THE PROJECT SITE, OR FURNISHED BY THE CONTRACTOR FROM OTHER SOURCES. SUITABLE SOIL IS FREE FROM ORGANIC MATTER, ROCKS AND STONES, FROZEN MATERIAL, BROKEN CONCRETE, AND DEBRIS.

EMBANKMENT CONSTRUCTED OF GRANULAR SOILS SHALL BE COMPACTED IN LIFTS NOT EXCEEDING 10 INCHES TO AT LEAST 95% OF ITS MAXIMUM UNIT WEIGHT.

EMBANKMENT CONSTRUCTED OF COHESIVE SOILS SHALL BE COMPACTED IN LIFTS NOT EXCEEDING 6 INCHES TO AT LEAST 95% OF ITS MAXIMUM UNIT WEIGHT.

### DENSITY TESTING

THE MAXIMUM DRY DENSITY OF SAND AND OTHER GRANULAR SOILS WILL BE DEFINED BY THE MODIFIED PROCTOR ASTM D1557, AS DESCRIBED IN THE MICHIGAN DEPARTMENT OF TRANSPORTATION'S DENSITY TESTING AND INSPECTION MANUAL.

THE MAXIMUM DRY DENSITY OF COHESIVE SOILS WILL BE DEFINED BY THE MODIFIED PROCTOR ASTM D1557, AS DESCRIBED IN THE MICHIGAN DEPARTMENT OF TRANSPORTATION'S DENSITY TESTING AND INSPECTION MANUAL.

### WORK HOURS

UNLESS PROVIDED OTHERWISE IN THE CONTRACT DOCUMENTS OR LIMITED BY LOCAL ORDINANCE, THE CONTRACTOR SHALL WORK WITHIN THE FOLLOWING TIMES, UNLESS OTHERWISE APPROVED BY THE OWNER: MONDAY THROUGH FRIDAY 7 A.M. TO 7 P.M. SATURDAY 8 A.M. TO 6 P.M.

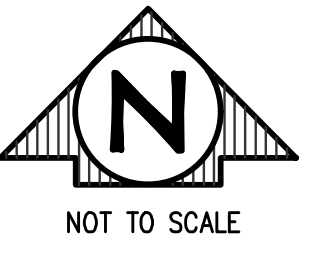
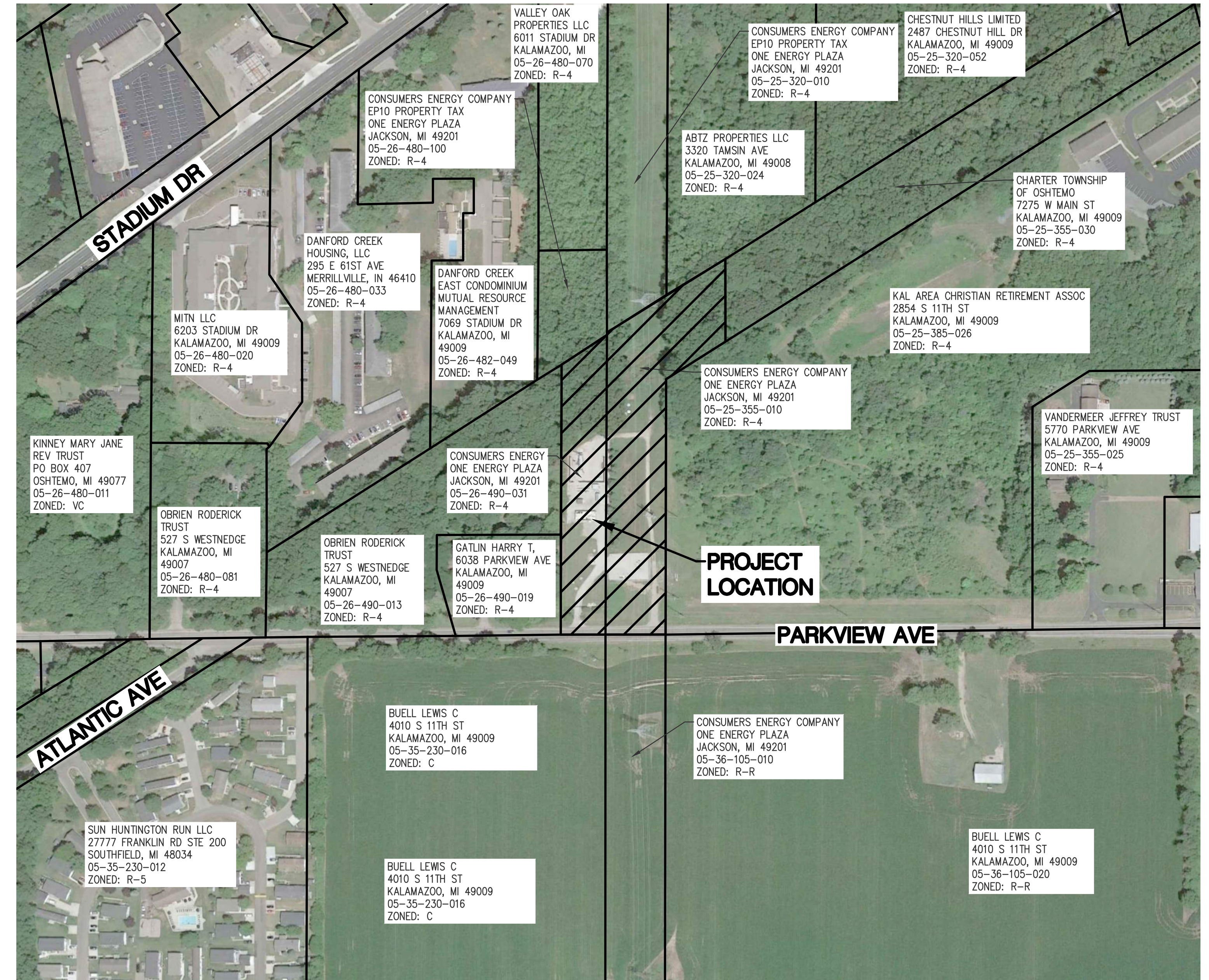
THE CONTRACTOR SHALL NOT WORK ON SUNDAYS OR HOLIDAYS, UNLESS OTHERWISE APPROVED BY THE OWNER.

### DRAINAGE

THE CONTRACTOR SHALL MAINTAIN DRAINAGE OF THE PROJECT AREA AND ADJACENT AREAS. WHERE EXISTING DRAINAGE FACILITIES ARE DISTURBED OR BLOCKED BY CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY PROVISIONS FOR DRAINAGE.

WHERE CONSTRUCTION HAS DISTURBED EXISTING DITCHES, SWALES, OR OTHER DRAINAGE FACILITIES, THE CONTRACTOR SHALL RESTORE THEM TO THEIR GRADES AND DIMENSIONS WHICH EXISTED PRIOR TO THE BEGINNING OF CONSTRUCTION, UNLESS DIRECTED OTHERWISE.

DRAINAGE SHALL NOT BE REROUTED ONTO ADJACENT PROPERTIES NOR ALLOWED TO DRAIN ONTO ADJACENT PROPERTIES AT AN INCREASED RATE, AS A RESULT OF THE CONTRACTOR'S WORK.



NOTE: PROPERTY LINES AND ZONING CLASSIFICATIONS SHOWN ON THE SITE VICINITY MAP ARE TAKEN FROM KALAMAZOO COUNTY GIS MAPPING. ROWE HAS NOT FIELD VERIFIED THIS INFORMATION.

- ZONING:  
 C – LOCAL BUSINESS DISTRICT  
 R-3 – RESIDENCE DISTRICT  
 R-4 – RESIDENCE DISTRICT  
 R-5 – RESIDENCE DISTRICT  
 R-R – RURAL RESIDENCE DISTRICT  
 VC – VILLAGE COMMERCIAL DISTRICT

**KALAMAZOO M AVE CITY GATE RECONSTRUCT - SITE MAP**



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 or MISSDIG @ 1-800-482-7171

**CAUTION**  
 IF INSTALLATION  
 CANNOT BE COMPLETED  
 AS DESIGNED

CONTACT PROJECT ENGINEER  
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ORIGINAL DRAWING #	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO

DRAWN	KEB	DATE	JAN 2023
CHECKED	DAS	DATE	JAN 2023
DESIGNED	KEL	DATE	JAN 2023
DESIGN	DAS	DATE	JAN 2023
APPROVAL	DAS	DATE	JAN 2023
ENGINEER	DAS	DATE	JAN 2023
APPROVAL	DAS	DATE	JAN 2023



GEO-SPATIAL & GAS ASSET MANAGEMENT  
 Gas Meter and Regulation Department

FILE: 401824C1824-PMT.02.DWG  
 RASTER FILE: #

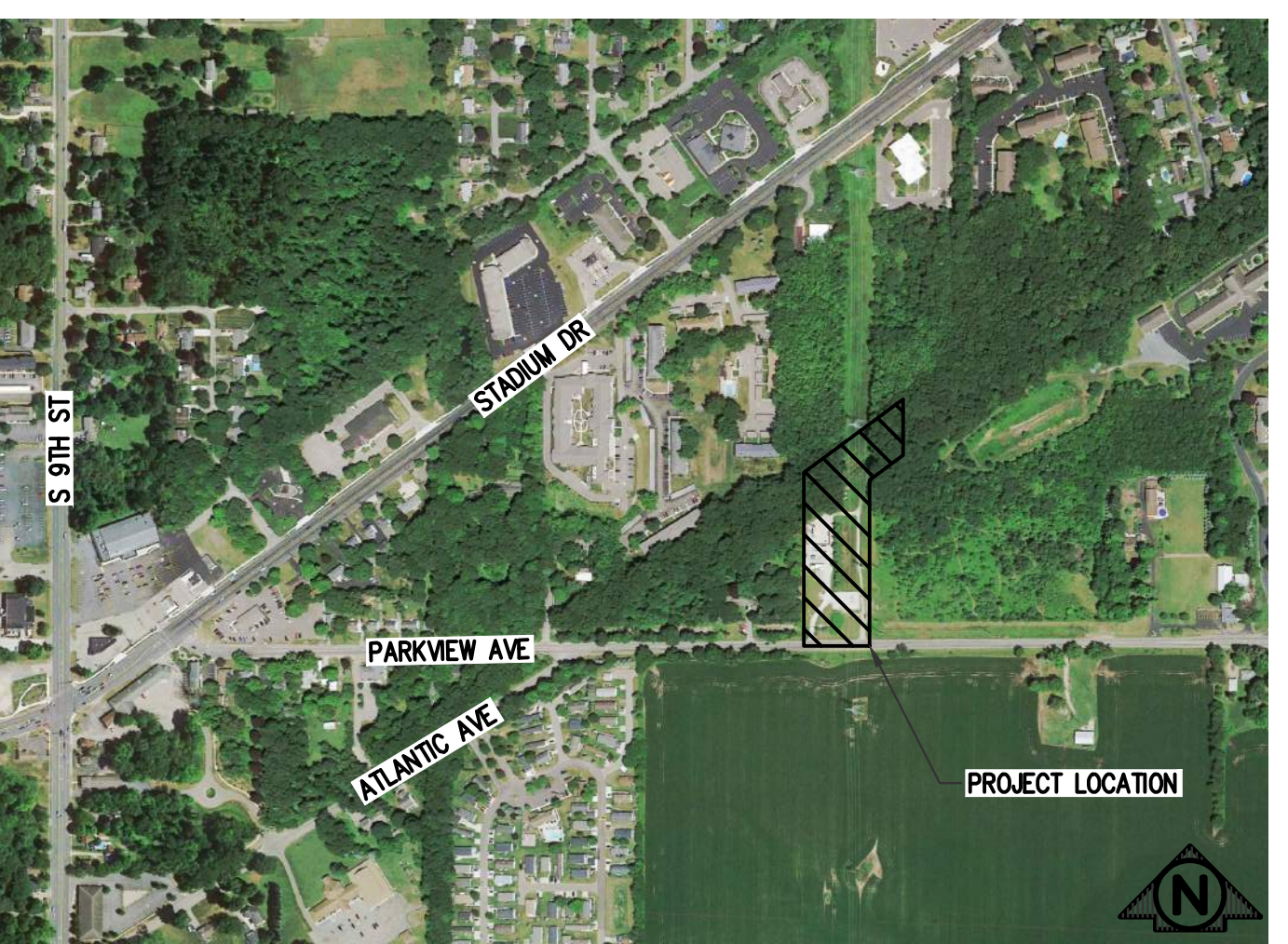
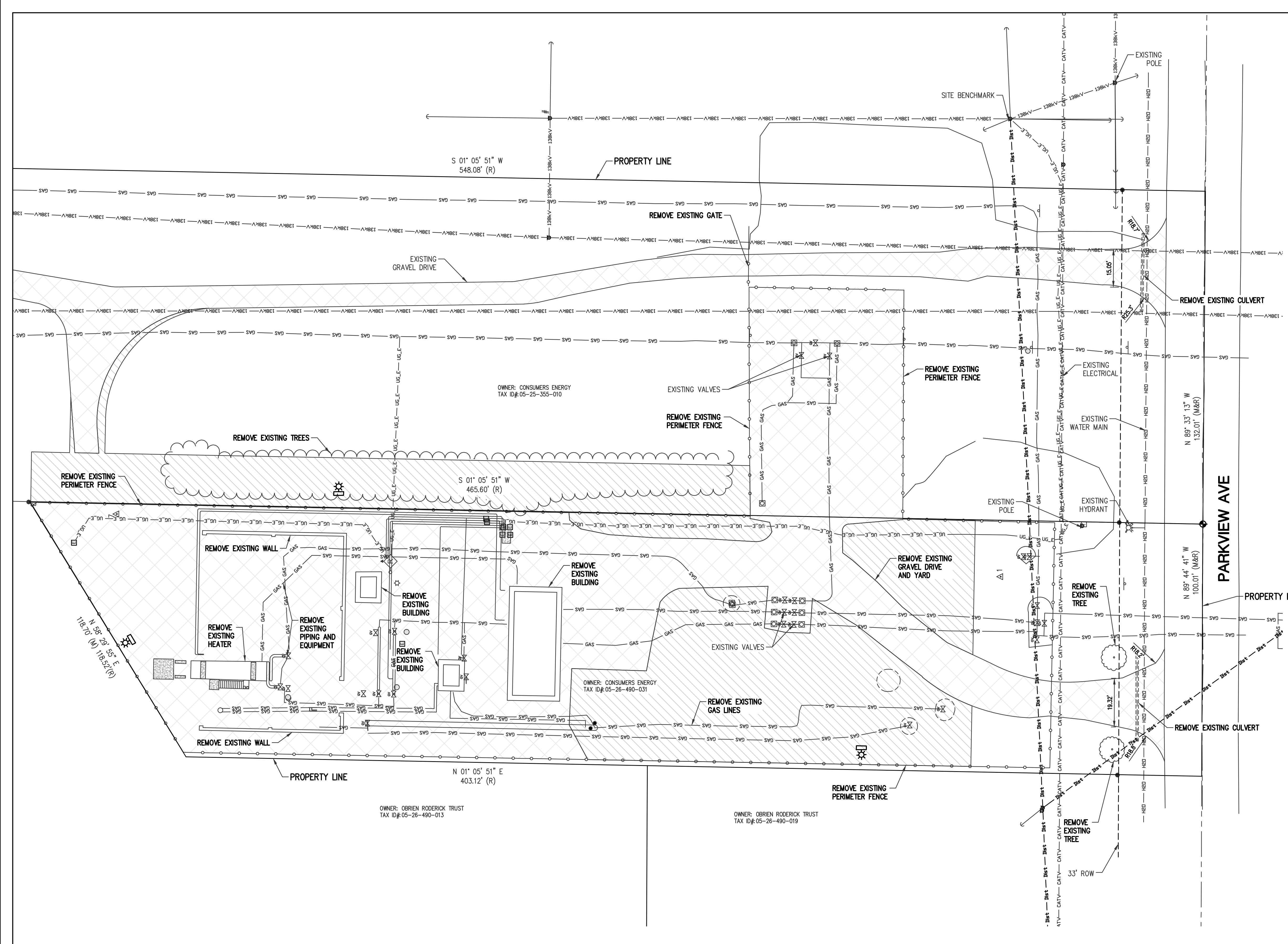
SCALE  
 N.T.S.

**KALAMAZOO M AVE CITY GATE  
 2023 CONSTRUCTION**

GENERAL NOTE SHEET

FIELD AREA: KALAMAZOO	DRAWING NO.	SHEET	REV
PROJECT # GM-00794			
STA. NO. K-1	<b>C-1824-PMT</b>	<b>02</b>	





SEC. 25 & 26 OSHTEMO TOWNSHIP T2S R12W KALAMAZOO COUNTY

**BASIS OF BEARING**

MICHIGAN STATE PLANE COORDINATE SYSTEM SOUTH ZONE - NAD83 2011 - INTERNATIONAL FEET REFERENCED TO THE MICHIGAN SPATIAL REFERENCE NETWORK

VRS NETWORK SOLUTION AVG. COMBINED SCALE FACTOR = 0.999925321 GROUND DISTANCES ARE SHOWN

**BASIS OF ELEVATION**

NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID12A) MICHIGAN SPATIAL REFERENCE NETWORK VRS NETWORK SOLUTION CONTROL POINTS AND BM RELATIVE TO MCA CONTROL POINT #1 PER DRAWING NO. SF-23249, SHEET 1 (NAVD88)

1 FOOT CONTOURS ARE SHOWN

**SURVEY CONTROL POINT INFORMATION**

**CONTROL POINT #1**

FOUND MCA 1/2" BAR WITH "CONTROL POINT" CAP 22.0' WEST OF FENCE AND 21.0' NORTH OF FENCE. NORTHING: 279678.622 EASTING: 12771121.740 ELEVATION: 957.10

**CONTROL POINT #7**

FOUND MCA 1/2" BAR WITH "CONTROL POINT" CAP 156.6' NORTH OF NORTH BUILDING LINE OF REGULATION BUILD AND 4' WEST OF FENCE. NORTHING: 280029.304 EASTING: 12771146.570 ELEVATION: 958.00

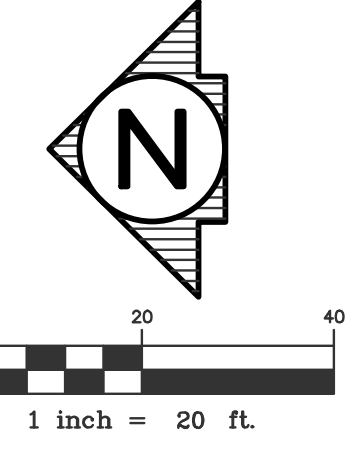
**SURVEY BENCHMARK**

**BENCHMARK POINT #1226**

SET BENCHMARK IN WEST SIDE OF 138 KV POLE NORTHING: 279674.9 EASTING: 12771301.9 ELEVATION: 959.94

**SITE PLAN NOTES**

- ALL TOPSOIL, AGGREGATE, AND OTHER MATERIAL WILL REMAIN ON SITE. NO SOIL WILL BE LEAVING THE SITE DURING CONSTRUCTION UNLESS DIRECTED BY THE OWNER.
- CONTRACTOR SHALL REMOVE LIMESTONE SURFACE AS NECESSARY TO FACILITATE CONSTRUCTION. ALL LIMESTONE SHALL BE STOCKPILED ON SITE FOR RE-USE.
- EXISTING SITE SURVEY PREPARED BY CONSUMERS ENERGY ON 5-19-21. ROWE PROFESSIONAL SERVICES HAS NOT FIELD VERIFIED THIS INFORMATION.



- CARSONITE POST @ CORNER
- UTILITY POLE
- LIGHT POLE
- GUY ANCHOR
- SIGN
- POST (WOOD/METAL)
- ABOVE GRADE VERTICAL PIPE
- CURB INLET
- GASLINE MARKER
- GAS VALVE
- BLOWDOWN
- ELECTRICAL BOX
- SECTION CORNER
- REMOVE GRAVEL PAVEMENT
- STRIP TOPSOIL
- EXISTING FENCE
- DISTRIBUTION OVERHEAD
- FIBER OPTIC
- TV CABLE
- STORM SEWER
- WATER MAIN
- TELEPHONE OVERHEAD
- UNDERGROUND GAS
- ELECTRICAL LINE
- TREE / BRUSH LINE
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- DECIDUOUS TREE
- CONIFEROUS TREE

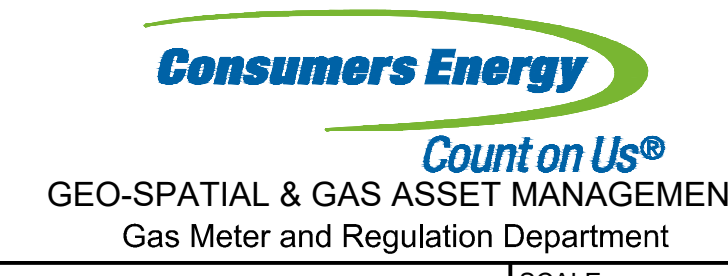


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**KALAMAZOO M AVE CITY GATE  
2023 CONSTRUCTION**



**EXISTING SURVEY AND REMOVALS**

FILE: 401924C1824-PMT.03.DWG  
RASTER FILE: #

FIELD AREA: KALAMAZOO  
PROJECT # GM-00794  
DRAWING NO. K-1  
SHEET REV 03

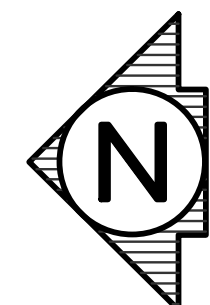
**C-1824-PMT 03**

REFERENCE DRAWINGS NUMBERS	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	

DRAWN	KEL	DATE	JAN 2023
CHECKED	DAS	DATE	JAN 2023
DESIGNED	KEL	DATE	JAN 2023
DESIGN APPROVAL	DAS	DATE	JAN 2023
ENGINEER APPROVAL	DAS	DATE	JAN 2023

SCALE 1" = 20'

DO NOT SCALE DRAWING USE DIMENSIONS ONLY



**LEGEND**

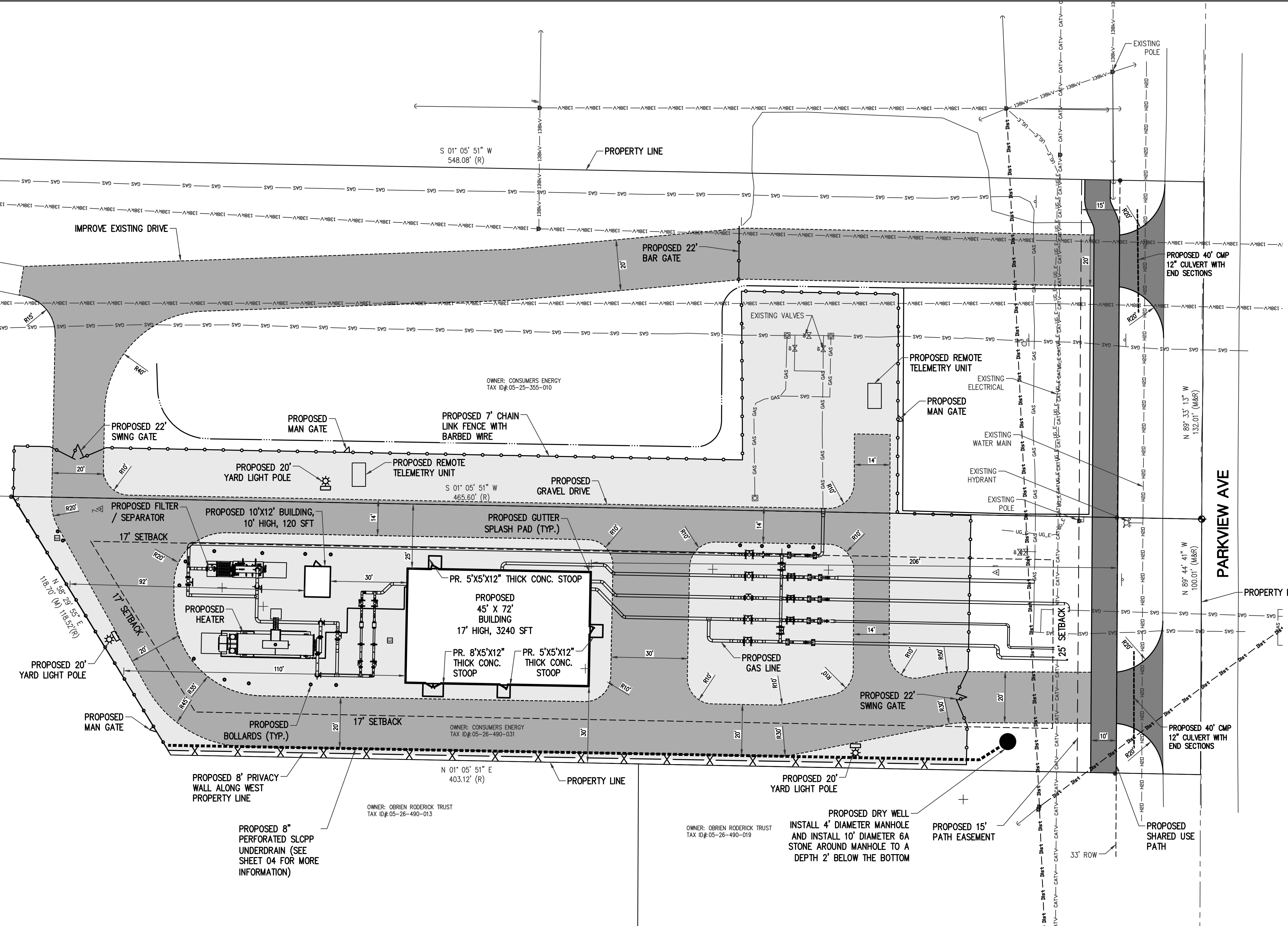
- ⊙ CARSONITE POST @ CORNER
- ⊕ UTILITY POLE
- ☆ LIGHT POLE
- ↓ GUY ANCHOR
- SIGN
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- ▬ CURB INLET
- ◇ GASLINE MARKER
- ⊗ GAS VALVE
- ⊠ BLOWDOWN
- ⊞ ELECTRICAL BOX
- ⊕ SECTION CORNER
- ▬ PROPOSED GRAVEL DRIVE
- ▬ PROPOSED GRAVEL YARD
- ▬ PROPOSED HMA SURFACE
- PROPOSED CHAIN LINK FENCE
- X— PROPOSED PRIVACY FENCE
- Dist— DISTRICTION OVERHEAD
- FD— FIBER OPTIC
- TV CABLE
- STORM SEWER
- WATER MAIN
- TELEPHONE OVERHEAD
- UNDERGROUND GAS
- ELECTRICAL LINE
- ~ TREE / BRUSH LINE
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- DECIDUOUS TREE
- ⊕ CONIFEROUS TREE

**SITE PLAN NOTES:**

1. PERMANENT TRASH RECEPTACLES / DUMPSTERS ARE NOT PROPOSED FOR THIS SITE. ANY WASTE GENERATED ONSITE WILL BE REMOVED THE SAME DAY. TEMPORARY DUMPSTERS MAY BE ON SITE DURING CONSTRUCTION BUT WILL BE REMOVED PRIOR TO CONSTRUCTION COMPLETION.
2. THE SITE WILL NOT BE REGULARLY OCCUPIED. EMPLOYEES WILL ROUTINELY VISIT THE SITE TO PERFORM REGULAR INSPECTIONS AND ROUTINE MAINTENANCE. THERE IS SUFFICIENT SPACE FOR THE ANTICIPATED PARKING NEEDS. THESE SPACES WILL NOT BE DELINEATED IN THE FIELD.
3. THE FACILITY WILL NOT UTILIZE PUBLIC WATER OR SANITARY SEWER, NOR WILL THE SITE MAKE USE OF A PRIVATE WELL OR SEPTIC SYSTEM.
4. THE SITE WILL BE SERVED BY ELECTRICAL SERVICE.
5. THE PROPOSED PROJECT WILL NOT IMPACT ANY WETLANDS OR FLOODPLAINS.
6. THE PROPOSED BUILDING WILL HAVE A LIGHT FIXTURE ABOVE EACH DOOR. THE LIGHT FIXTURES WILL BE SWITCH OPERATED AND WILL ONLY BE ON WHEN WORK IS BEING PERFORMED ONSITE. THERE ARE THREE PROPOSED 20' HIGH LIGHT POLES ON THE SITE. THE LIGHT FIXTURES WILL BE DOWNWARD DIRECTED AND SWITCH OPERATED.
7. THIS SITE WILL UTILIZE THE EXISTING DRIVEWAY OFF PARKVIEW AVE. ANY WORK WITHIN THE RIGHT OF WAY WILL REQUIRE A PERMIT FROM THE KALAMAZOO COUNTY ROAD COMMISSION.
8. THIS PROJECT WILL REQUIRE A SOIL EROSION PERMIT. A PERMIT WILL BE OBTAINED FROM THE KALAMAZOO COUNTY DRAIN COMMISSION.
9. A CRUSHED LIMESTONE SURFACE WILL BE PROVIDED WITHIN THE PROPOSED FENCE AREA.
10. WORK IS SCHEDULED TO BEGIN ON THIS PROJECT IN APRIL 2023.
11. SIGNAGE WILL BE LIMITED TO 1' X 2' NO TRESPASSING/DANGER SIGNS MOUNTED ON THE FENCE.
12. CONTRACTOR SHALL IMPROVE EXISTING DRIVEWAY IN AREA SHOWN ON THE PLANS. THE MINIMUM WIDTH SHALL BE 14 FEET. THE CONTRACTOR SHALL INSTALL SUPPLEMENTAL GRAVEL TO PROVIDE A MINIMUM THICKNESS OF 6" OF 21AA CRUSHED LIMESTONE. THE DRIVE SHALL BE GRADED TO DRAIN AWAY FROM THE STONE SURFACE.
13. OPEN SPACE PERCENTAGE IS 67%.
14. CONSUMERS ENERGY WILL MEET WITH THE TOWNSHIP EMERGENCY RESPONDERS TO WORK THROUGH ACCESS FOR THE FIRE DEPARTMENT. CONSUMERS ENERGY'S PUBLIC OUTREACH PERSONNEL OFFERS ONSITE TRAINING FOR FIRST RESPONDERS IN THE EVENT OF AN EMERGENCY ON SITE. AN AGREEMENT CAN BE MADE ABOUT THE KNOX BOX ONCE ON SITE TRAINING IS COMPLETE.

**RIGHT OF WAY NOTES:**

1. THE DISTANCE FROM THE WEST DRIVEWAY TO THE NEAREST INTERSECTION (STADIUM DRIVE) IS APPROXIMATELY 2,158 FT.
2. THE DISTANCE FROM THE WEST DRIVEWAY TO THE NEAREST DRIVEWAY CENTERLINE ON ADJACENT PROPERTY IS APPROXIMATELY 200 FT.
3. THERE IS NO DRIVEWAY ON THE OPPOSITE SIDE OF PARKVIEW AVE.



DISTRICT SETBACK TABLE								
REQUIRED	DISTRICT	DESCRIPTION	MIN. LOT AREA	MAX. HEIGHT	MINIMUM FRONT YARD	MINIMUM SIDE YARDS	MINIMUM REAR YARD	LOT COVERAGE (BUILDINGS)
	R-4 RESIDENTIAL	PUBLIC UTILITY ESSENTIAL SERVICE	22,000 SFT	30'	25'	17'	17'	MAXIMUM 30%
PROVIDED	R-4 RESIDENTIAL	PUBLIC UTILITY ESSENTIAL SERVICE	43,429 SFT	11' EAVE	206'	25'	110'	PROPOSED 7.7%



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 Gas Meter and Regulation Department

**KALAMAZOO M AVE CITY GATE  
 2023 CONSTRUCTION**

**SITE PLAN SHEET**  
 FIELD AREA: KALAMAZOO  
 PROJECT # GM-00794  
 STA. NO. K-1  
 DRAWING NO. C-1824-PMT  
 SHEET 04

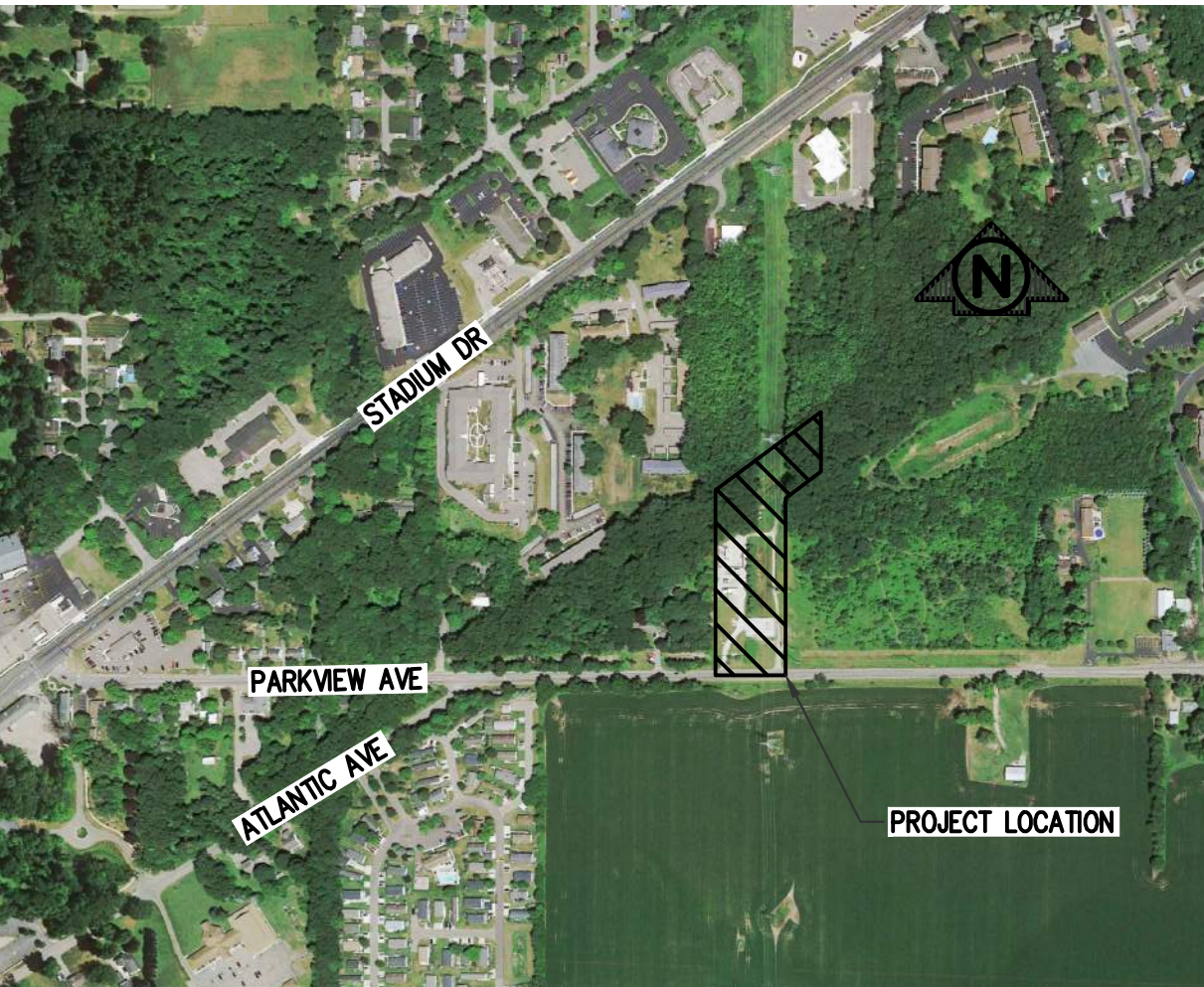
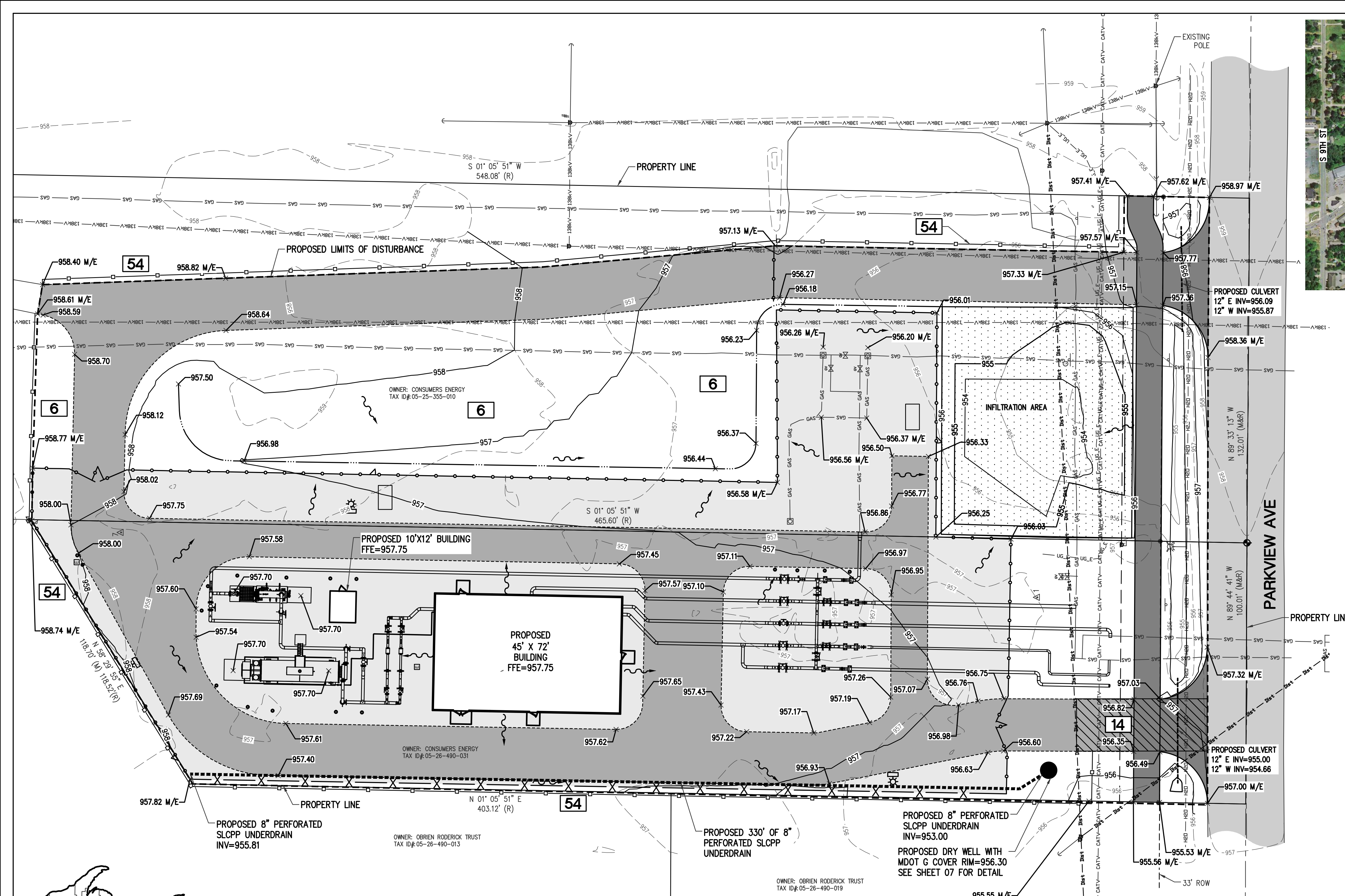
REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO

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 RASTER FILE: #

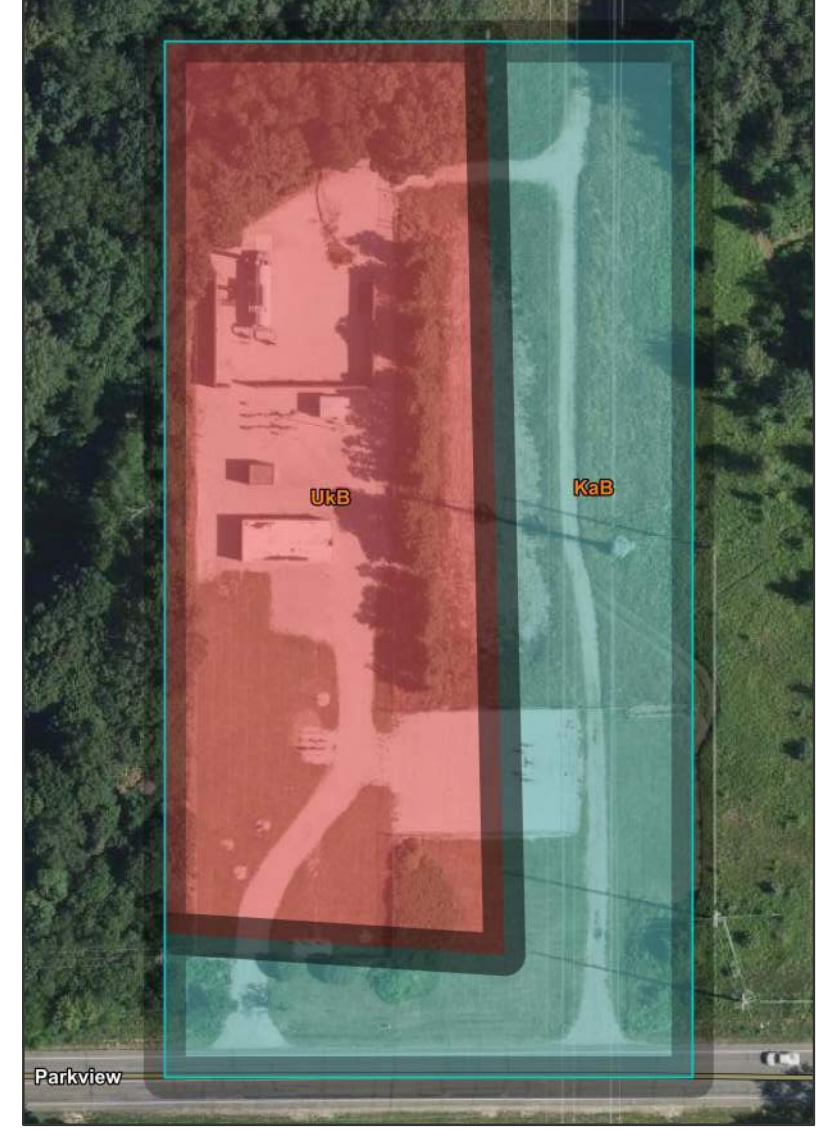
SCALE 1" = 20'  
 90 NOT SCALE DRAWING USE DIMENSIONS ONLY







LOCATION MAP  
NOT TO SCALE



SOILS INFO  
NOT TO SCALE

Map unit symbol	Map unit name	Rating	Acres in ACI	Percent of ACI
K6B	Kalamazoo loam, 2 to 6 percent slopes	C	1.4	45.5%
U6B	Urban land-Kalamazoo complex, 0 to 6 percent slopes	D	1.7	54.5%
Totals for Area of Interest			3.1	100.0%

Legend:

- PROPOSED GRAVEL DRIVE
- PROPOSED GRAVEL YARD
- PROPOSED HMA SURFACE
- PROPOSED 50' X 20' MUD MAT
- EXISTING CONTOUR
- PROPOSED CONTOUR
- SILT FENCE
- PROPOSED SPOT ELEVATION
- SURFACE DRAINAGE FLOW
- MATCH EXISTING

**SESC PLAN NOTES:**

**OWNER INFORMATION**  
CONSUMERS ENERGY  
1945 W. PARNALL RD  
JACKSON, MI 49201  
(269) 308-2800  
ANTHONY J. STEPKE, P.E.

**SITE ADDRESS**  
PARKVIEW AVE  
KALAMAZOO, MI 49009  
OSHTEMO TOWNSHIP KALAMAZOO COUNTY

**PROJECT NAME**  
KALAMAZOO M AVE CITY GATE RECONSTRUCT

**PROXIMITY TO WATERS OF STATE**  
ASYLUM LAKE IS 1.25 MILES NORTHEAST OF THE SITE

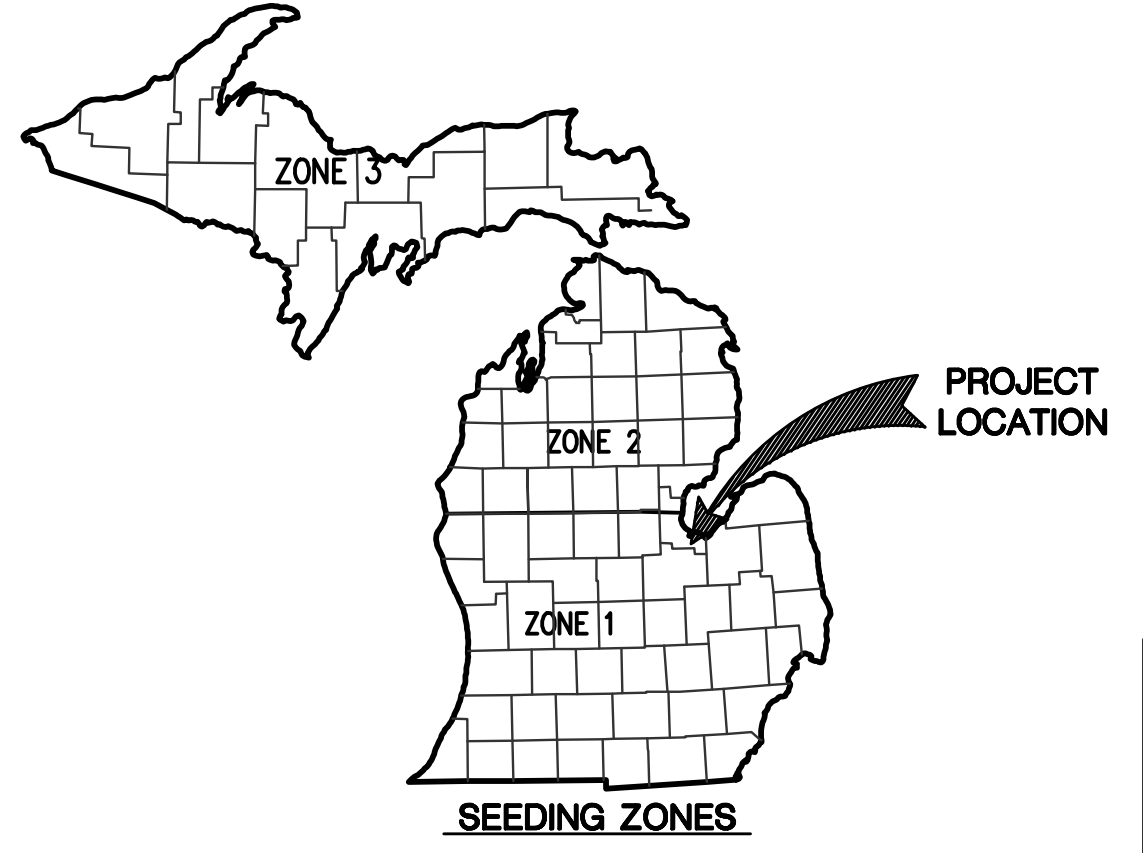
**100 YEAR FLOODPLAIN**  
PER FEMA COMMUNITY MAP PANEL NUMBER 26077C0175D, DATED FEBRUARY 17, 2010

**AREA OF DISTURBANCE**  
2.04 ACRES

NOTE: NO WETLANDS OR FLOODPLAINS ARE LOCATED ON THIS SITE.

**MICHIGAN UNIFIED KEYING SYSTEM**

14	AGGREGATE COVER	STABILIZES SOIL SURFACE, TRAPS WINDBORNE SEDIMENT, PREVENTS CONSTRUCTION TRAFFIC IN ADVERSE WEATHER. MAY BE USED AS PART OF PERMANENT EROSION CONTROL OF PAVED AREAS.
54	SILT FENCE	USES GEOTEXTILE FABRIC AND POSTS OR POLES. EASY TO CONSTRUCT AND LOCATE AS NECESSARY.
6	SEEDING, WEED KILLING AND/OR MULCHING	PREVENTS ESTABLISHMENT OF WEEDS AND/OR UNDESIRABLE VEGETATION. SEEDS ARE PLACED IN BALL QUARTERS BY MECHANIZED PERSONNEL. SHOULD INCLUDE PREPARED TOPSOIL, ETC.



**TEMPORARY SEEDING GUIDE**

TYPE OF SEED	APR	MAY	JUN	JUL	AUG	SEP	OCT
SPRING OATS/BARLEY OR DOMESTIC RYEGRASS							
SUDANGRASS							
RYE OR PERENNIAL RYE							
WHEAT							

**PERMANENT SEEDING GUIDE**

IRRIGATED AND/OR MULCH	APR	MAY	JUN	JUL	AUG	SEP	OCT
WITHOUT IRRIGATION OR MULCH							
IRRI-GATED AND/OR MULCHED							
WITHOUT IRRIGATION OR MULCH							
IRRIGATED AND/OR MULCHED							
WITHOUT IRRIGATION OR MULCH							

**PROJECT COMPLETION SCHEDULE**  
CONSTRUCTION OPERATIONS

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
STRIP & STOCKPILE TOPSOIL / GRAVEL										
DEMOLITION										
YARD PIPING REPLACEMENT										
BUILDING ERECTION										
ROUGH GRADING										
FINISH GRADING / RESTORATION										
FENCE / GATE REPLACEMENT										
PUNCH LIST COMPLETION										

**SOIL EROSION/SEDIMENTATION CONTROL**  
OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
STRIP & STOCKPILE TOPSOIL										
ROUGH GRADE SEDIMENT CONTROL										
TEMP. CONTROL MEASURES										
STORM FACILITIES										
TEMP. CONSTRUCTION ROADS										
SITE CONSTRUCTION										
PERM. CONTROL MEASURES										
FINISH GRADING										
REMOVE TEMP. CONTROL MEASURES										

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**KALAMAZOO M AVE CITY GATE 2023 CONSTRUCTION**

**GRADING AND SOIL EROSION**

FILE: 4018241824-SPL\_04.DWG  
RASTER FILE: #

FIELD AREA: KALAMAZOO	PROJECT # GM-00794	DRAWING NO. C-1824-SPL	SHEET 04
STA. NO. K-1			

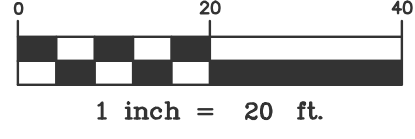
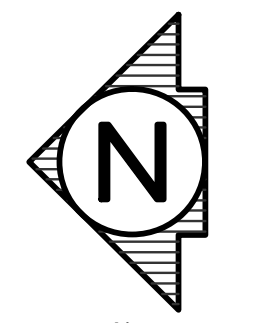
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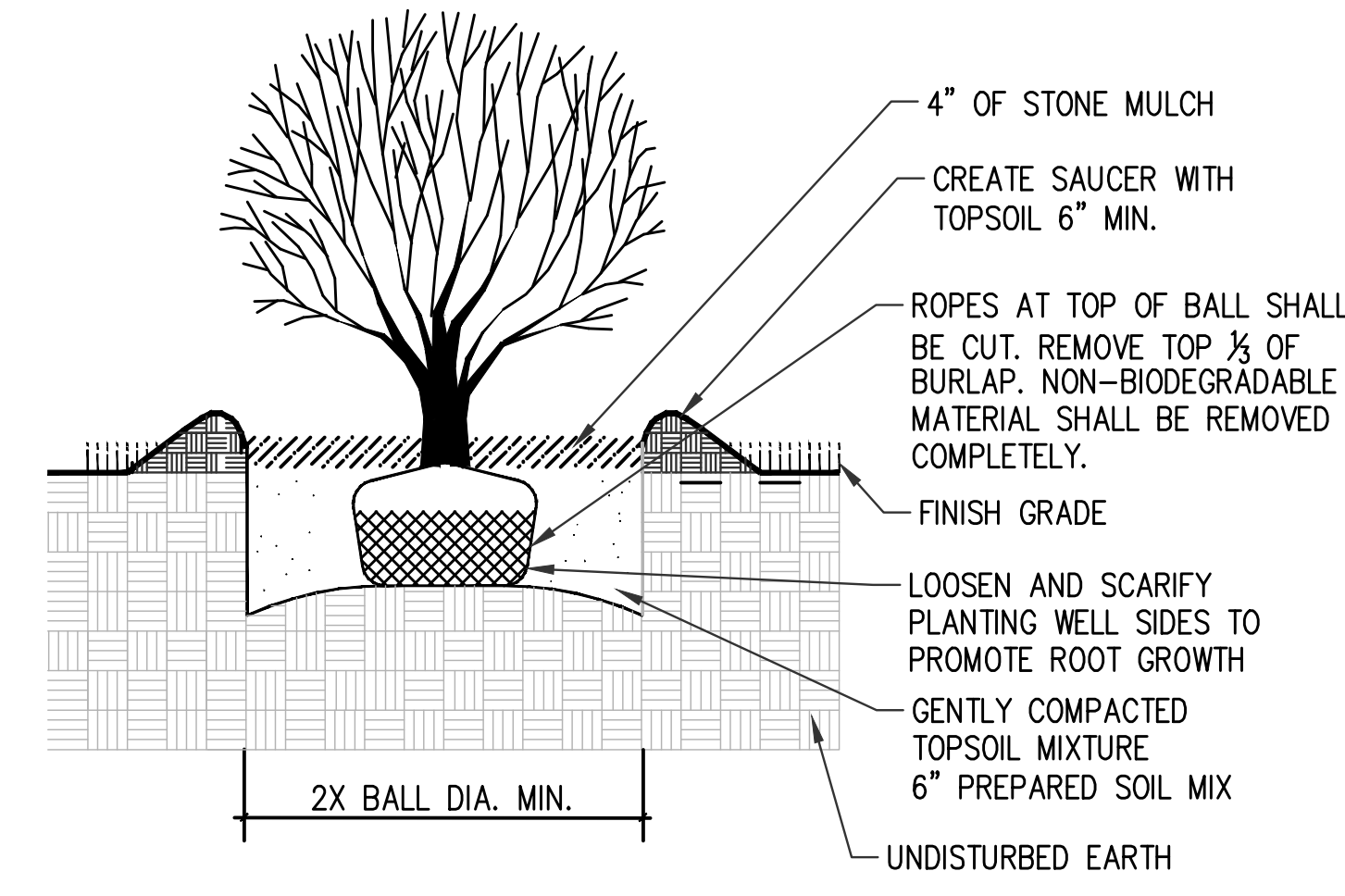
**LEGEND**

- ⊙ CARSONITE POST @ CORNER
- ⊙ UTILITY POLE
- ☆ LIGHT POLE
- ↓ GUY ANCHOR
- SIGN
- POST (WOOD/METAL)
- ⊕ ABOVE GRADE VERTICAL PIPE
- ▬ CURB INLET
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- ⊗ GAS VALVE
- ⊠ BLOWDOWN
- ⊞ ELECTRICAL BOX
- ⊕ SECTION CORNER

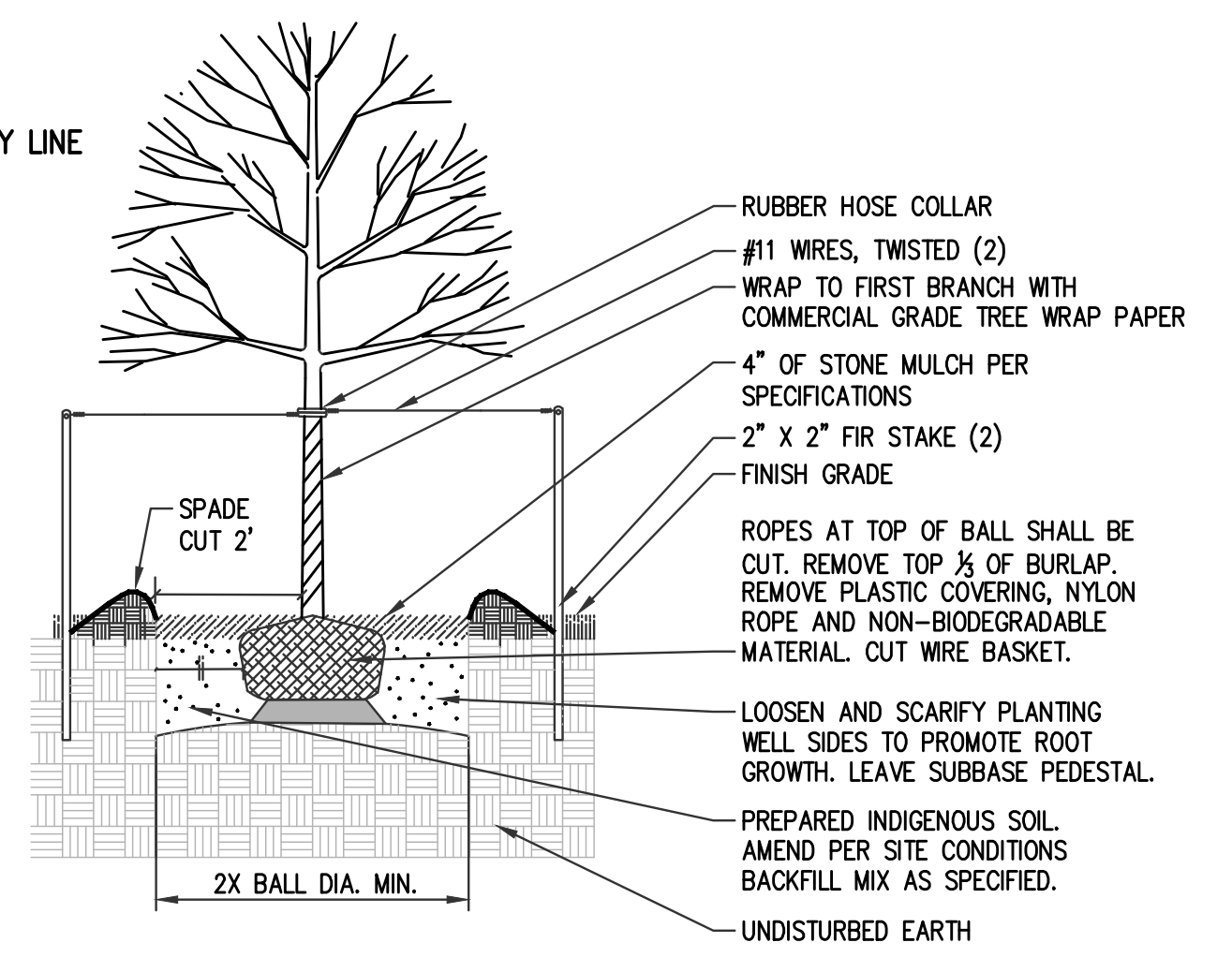
- PROPOSED GRAVEL DRIVE
- PROPOSED GRAVEL YARD
- PROPOSED HMA SURFACE

- PROPOSED FENCE
- Dist - Dist - DISTRIBUTION OVERHEAD
- FD — FIBER OPTIC
- TV — TV CABLE
- - - - - STORM SEWER
- W — WATER MAIN
- T — TELEPHONE OVERHEAD
- U — UNDERGROUND GAS
- E — ELECTRICAL LINE
- ~ ~ ~ ~ ~ TREE / BRUSH LINE
- - - - - MINOR CONTOUR LINE
- — — — — MAJOR CONTOUR LINE

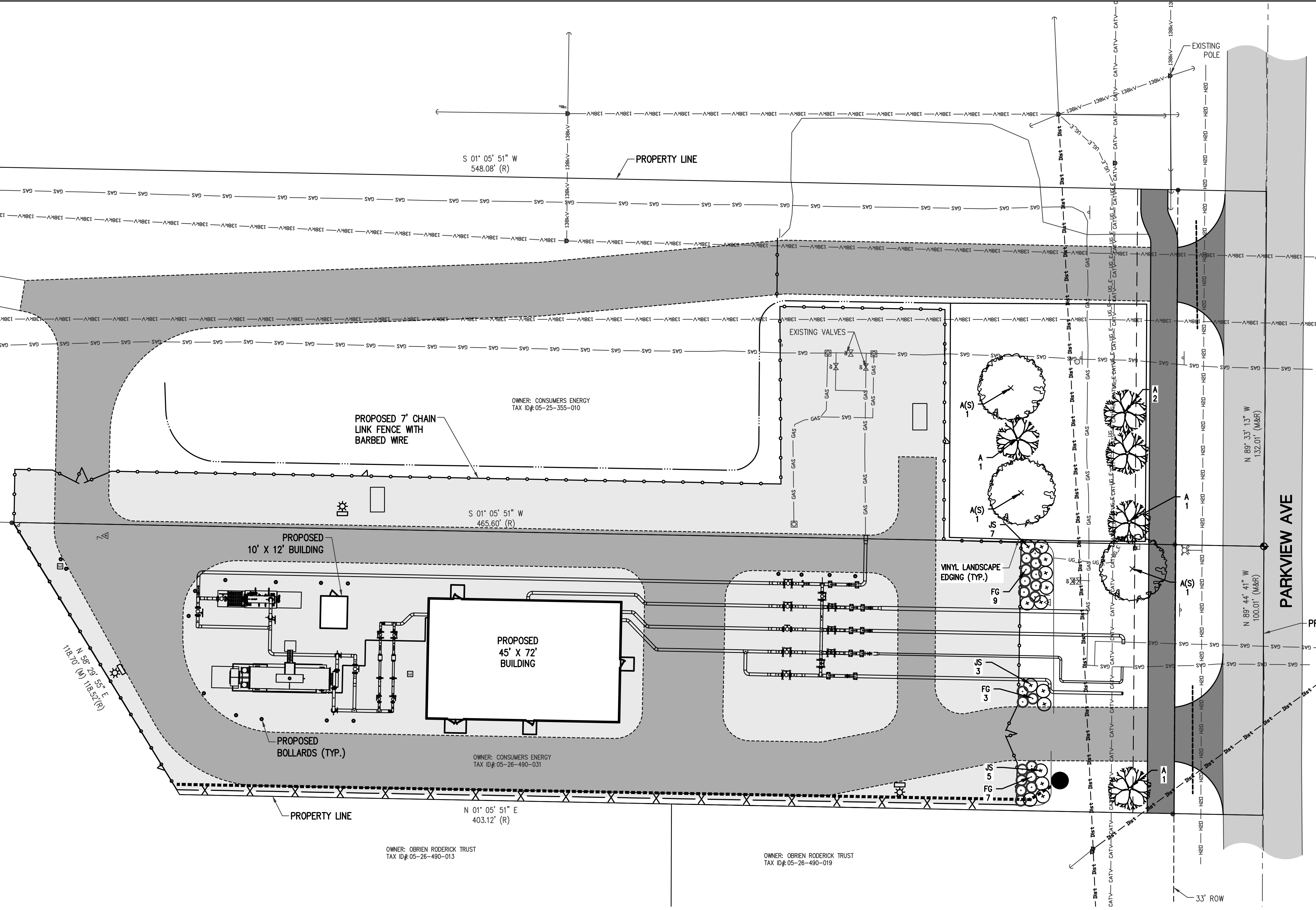
- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE



**SHRUB PLANTING DETAIL**  
NOT TO SCALE



**DECIDUOUS TREE PLANTING DETAIL**  
NOT TO SCALE



TREE SCHEDULE					
SYM	KEY	SIZE	BOTANICAL NAME	COMMON NAME	QUANTITY
⊙	A	8' HT.	AMELANCHIER LAEVIS	ALLEGHANY SERVICEBERRY	B & B 5
⊙	A(S)	2 1/2" CAL.	ACER SACCHARUM	SUGAR MAPLE	B & B 3

**ZONING INFORMATION:**  
ACCORDING TO THE OSHTEMO TOWNSHIP ZONING ORDINANCES, SECTION 53.60 "RIGHT-OF-WAY GREENBELTS" IDENTIFIES THE FOLLOWING AS MINIMUM REQUIREMENTS FOR PLANT MATERIAL INSTALLATION:

1. 1 CANOPY TREES PER 100 LFT  
REQUIRED ON-SITE: 232 LFT/100 LFT = 3 REQUIRED  
PROVIDED: 3 TREES
2. 2 UNDERSTORY TREES PER 100 LFT  
REQUIRED ON-SITE: 232 LFT/100 LFT = 5 REQUIRED  
PROVIDED: 5 UNDERSTORY TREES
3. PROVIDED: 37 SHRUBS

PLANT SCHEDULE					
SYM	KEY	BOTANICAL NAME	COMMON NAME	NOTES	QUANTITY
⊙	FG	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	NO. 3 CONT.; 3' HT.	22 @ 3' SPACING
⊙	JS	JUNIPERUS SABINA	BUFFALO JUNIPER	NO. 5 CONT.; 18" HT.	15 @ 4' SPACING

**LANDSCAPE NOTES:**

1. ALL LANDSCAPE MATERIALS SHALL BE HEALTHY AT THE TIME OF INSTALLATION.
2. CONTRACTOR SHALL SUPPLY FINISH GRADE AND EXCAVATE AS NECESSARY TO SUPPLY A MINIMUM 6" TOPSOIL DEPTH IN ALL PLANTING BEDS AND 4" TOPSOIL IN ALL LAWN AREAS UNLESS NOTED OTHERWISE.
3. ALL TOPSOIL SHALL BE IMPORTED AND SCREENED. EXISTING TOPSOIL MAY ONLY BE REUSED IF APPROVED BY THE OWNER'S REPRESENTATIVE.
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS TO BE IN A HEALTHY CONDITION FOR A PERIOD OF TWO YEARS FOLLOWING ACCEPTANCE. CONTRACTOR SHALL REPLACE WITHOUT COST TO THE OWNER ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE OWNER'S REPRESENTATIVE DURING AND AT THE END OF THE GUARANTEE PERIOD.
5. ALL PLANTINGS SHALL CONFORM TO ANSI 260.1 OR CURRENT EDITION.
6. AREAS SPECIFIED WITH PLANT MATERIAL SHALL BE FINE GRADED AND SEEDED FOR TURF ESTABLISHMENT.
7. ALL EXCESS EXCAVATED MATERIALS AND DEBRIS WHICH ARE NOT ACCEPTED FOR DISPOSAL ON SITE BY THE OWNER SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF LEGALLY OFF SITE.
8. ALL LANDSCAPE AREAS SHALL HAVE PROPER DRAINAGE THAT PREVENTS EXCESS WATER FROM STANDING ON LAWN AREAS OR AROUND TREES & SHRUBS.
9. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY MATERIAL NOT MEETING SPECIFICATIONS.
10. THE CONTRACTOR SHALL PLACE 4" OF STONE MULCH AROUND TREES PER DETAILS.

ORIGINAL DRAWING #

REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO



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FILE: 401824C1824-SPL\_05.DWG  
RASTER FILE: #

SCALE: 1" = 20'  
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**ROWE PROFESSIONAL SERVICES COMPANY**

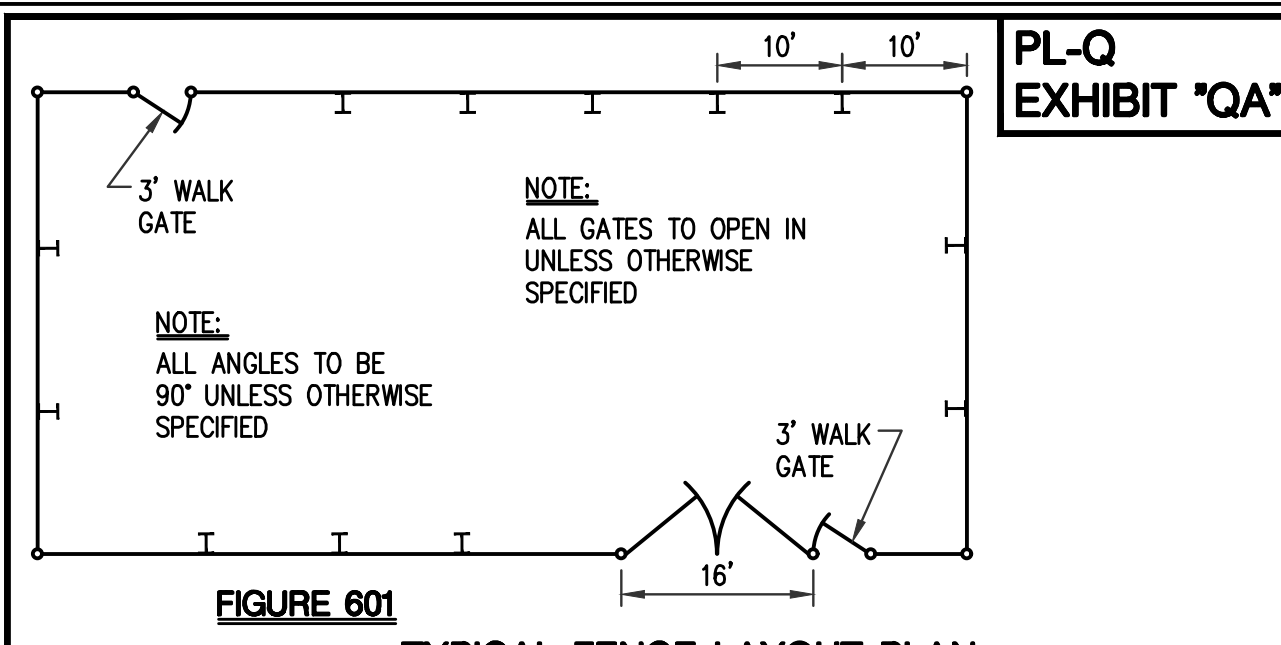
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Gas Meter and Regulation Department

FIELD AREA: KALAMAZOO  
PROJECT # GM-00794  
STA. NO. K-1

**KALAMAZOO M AVE CITY GATE 2023 CONSTRUCTION**

**LANDSCAPING SHEET**

DRAWING NO. **C-1824-SPL**  
SHEET **05**

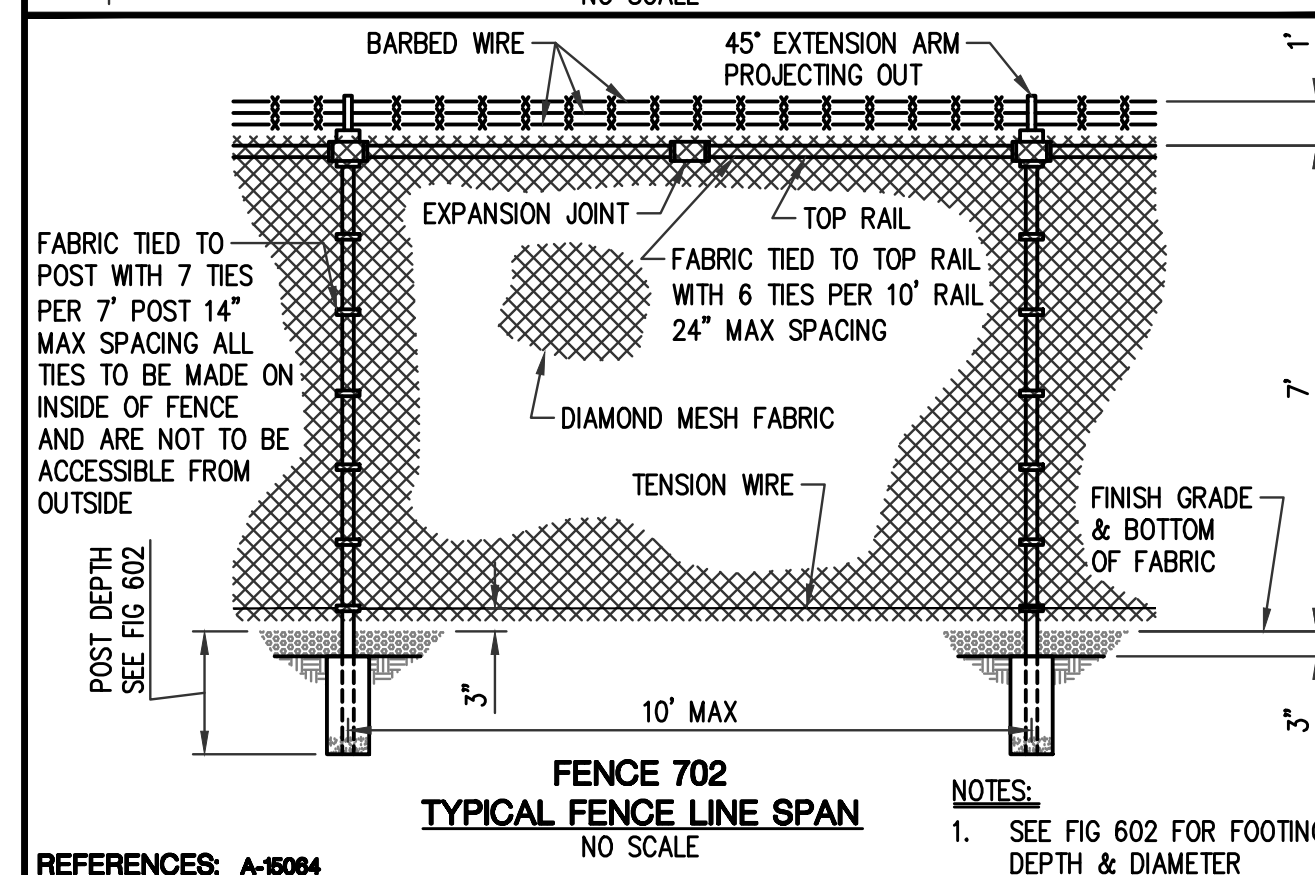
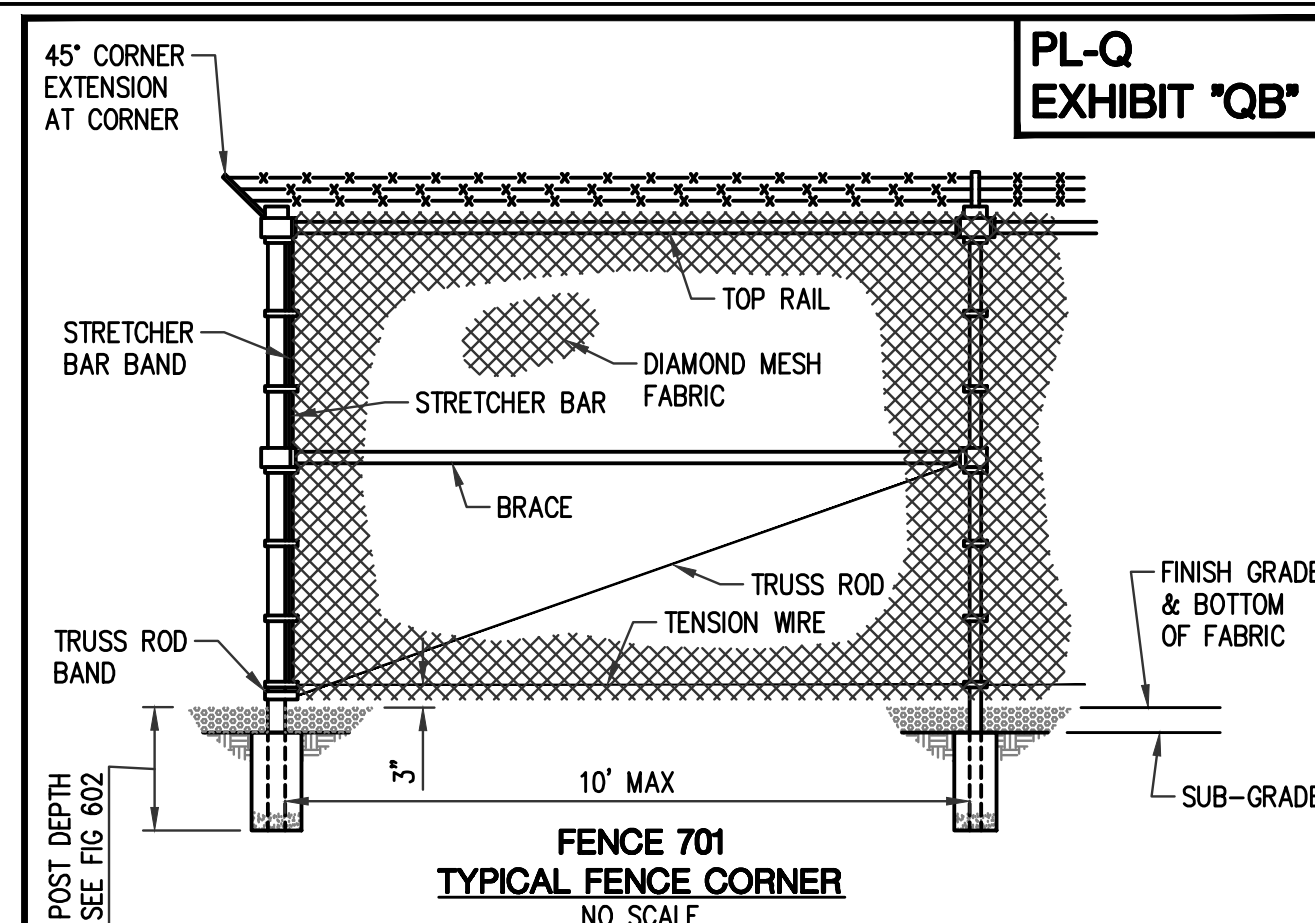


**FIGURE 601**  
**TYPICAL FENCE LAYOUT PLAN**  
A DRAWING SIMILAR TO FIGURE 601 SHALL ACCOMPANY ALL FENCE ORDERS. THE DRAWING SHALL INDICATE ALL FENCE ANGLES ALSO GATES AND REMOVABLE SECTIONS SIZES AND LOCATIONS. REFER TO EXHIBITS "QA" THROUGH "QE" FOR MATERIAL, FABRICATION AND ERECTION DETAILS.

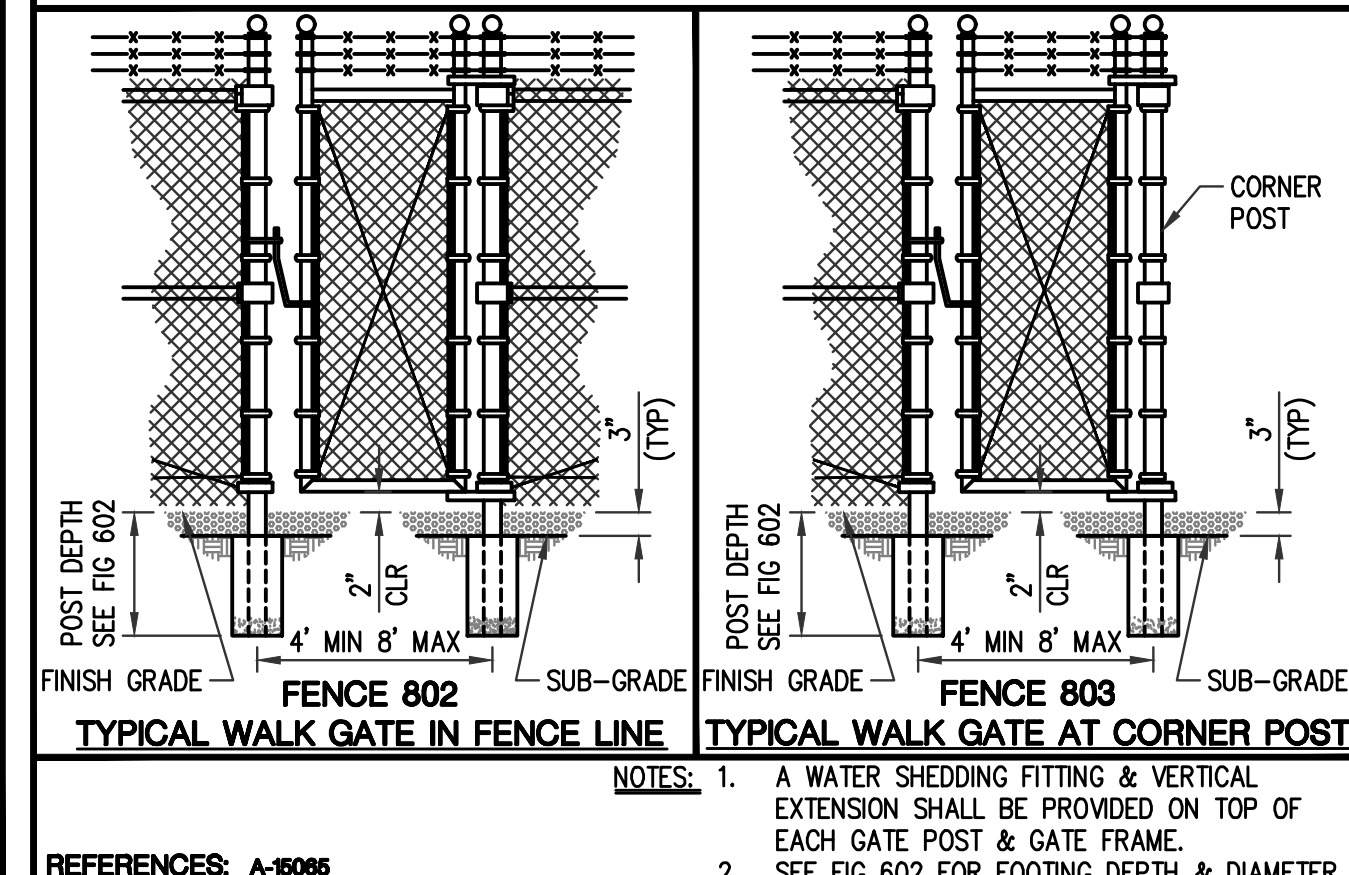
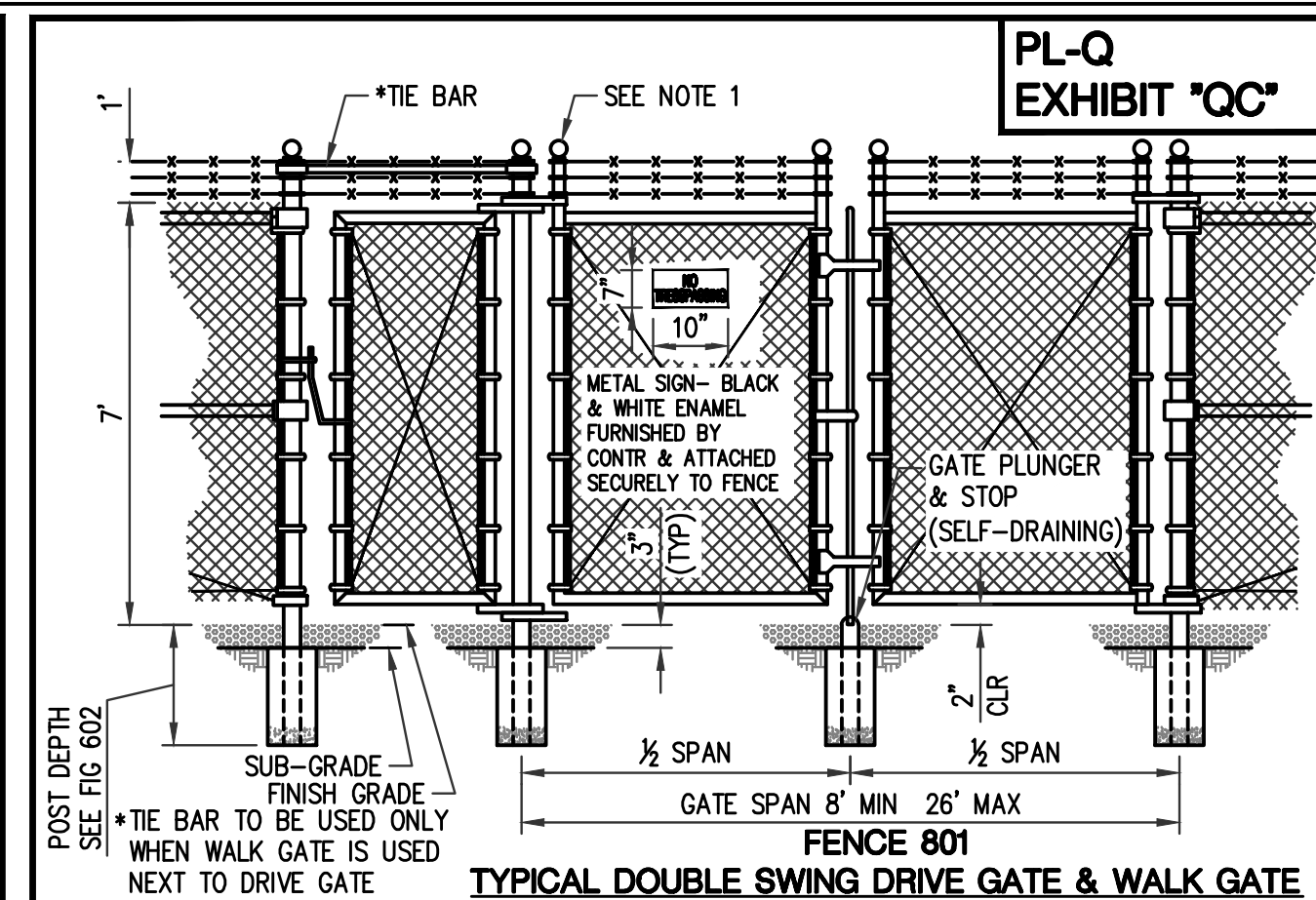
NAME OF PART	NOMINAL PIPE SIZE	POST DEPTH IN FOOTING	MINIMUM TOP DIA	MINIMUM BOTTOM DIA	FOOTING DEPTH
LINE POST	SEE NOTE 2	1'-5"	1'-5"	1'-5"	4'-0"
CORNER POST	4	1'-5"	1'-5"	1'-5"	4'-0"
END AND ANGLE POST	4	1'-5"	1'-5"	1'-5"	4'-0"
SINGLE GATE POST, WIDTH 6' AND UNDER	3	1'-5"	1'-5"	1'-5"	4'-0"
SINGLE GATE POST, WIDTH OVER 6' TO 13'	4	1'-5"	1'-5"	1'-5"	4'-0"
DOUBLE GATE POST, WIDTH 12' AND UNDER	3	1'-5"	1'-5"	1'-5"	4'-0"
DOUBLE GATE POST, WIDTH OVER 12' TO 26'	4	1'-5"	1'-5"	1'-5"	4'-0"
SLIDE GATE POST WIDTH 24' AND UNDER	4	1'-5"	1'-5"	1'-5"	4'-0"
GATE AND REMOVABLE SECTION FRAME	2				
TOP RAIL	1 1/4				
BRACE	1 1/4				
REMOVABLE POST	2 1/2		1'-5"	1'-5"	3'-0"
GATE PLUNGER STOP (OR CATCH)			0'-10"	1'-2"	3'-0"
GATE KEEPER			0'-7"	0'-10"	3'-0"

**FIGURE 602**  
**FENCING DETAILS**  
NOTES:  
1. ALL DIMENSIONS ARE IN INCHES EXCEPT AS NOTED.  
2. EITHER 2 1/4" X 3.26 LB/FT H BEAM OR 2 1/2" PIPE MAY BE USED.

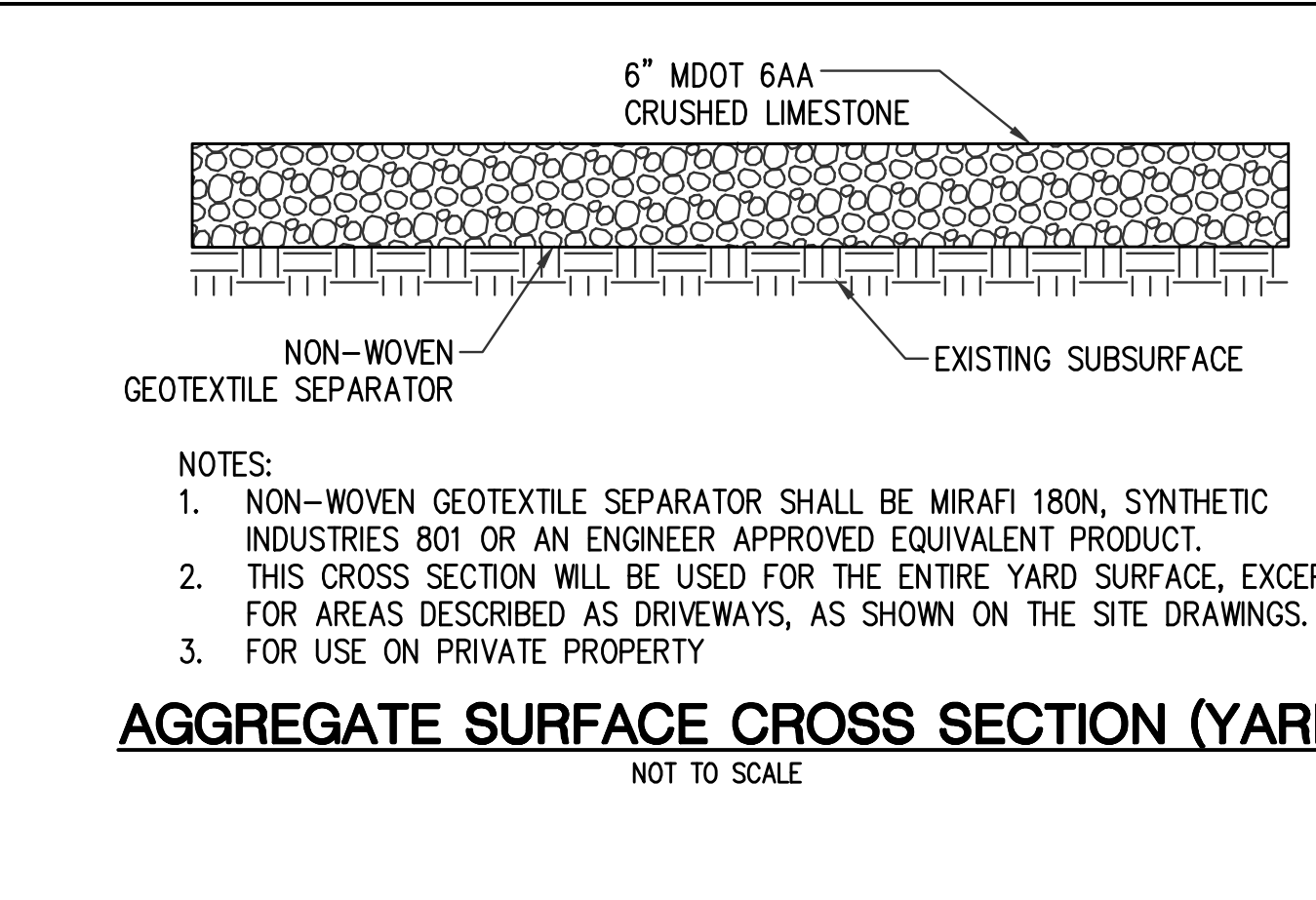
REFERENCES: A-15085  
PRFMB3061001  
GASTBEC8071090001



**FIGURE 602**  
**CHAIN LINK FENCE DETAIL**  
NOTES:  
1. SEE FIG 602 FOR FOOTING DEPTH & DIAMETER.  
REFERENCES: A-15084  
PRFMB3061001  
GASTBEC8071090001

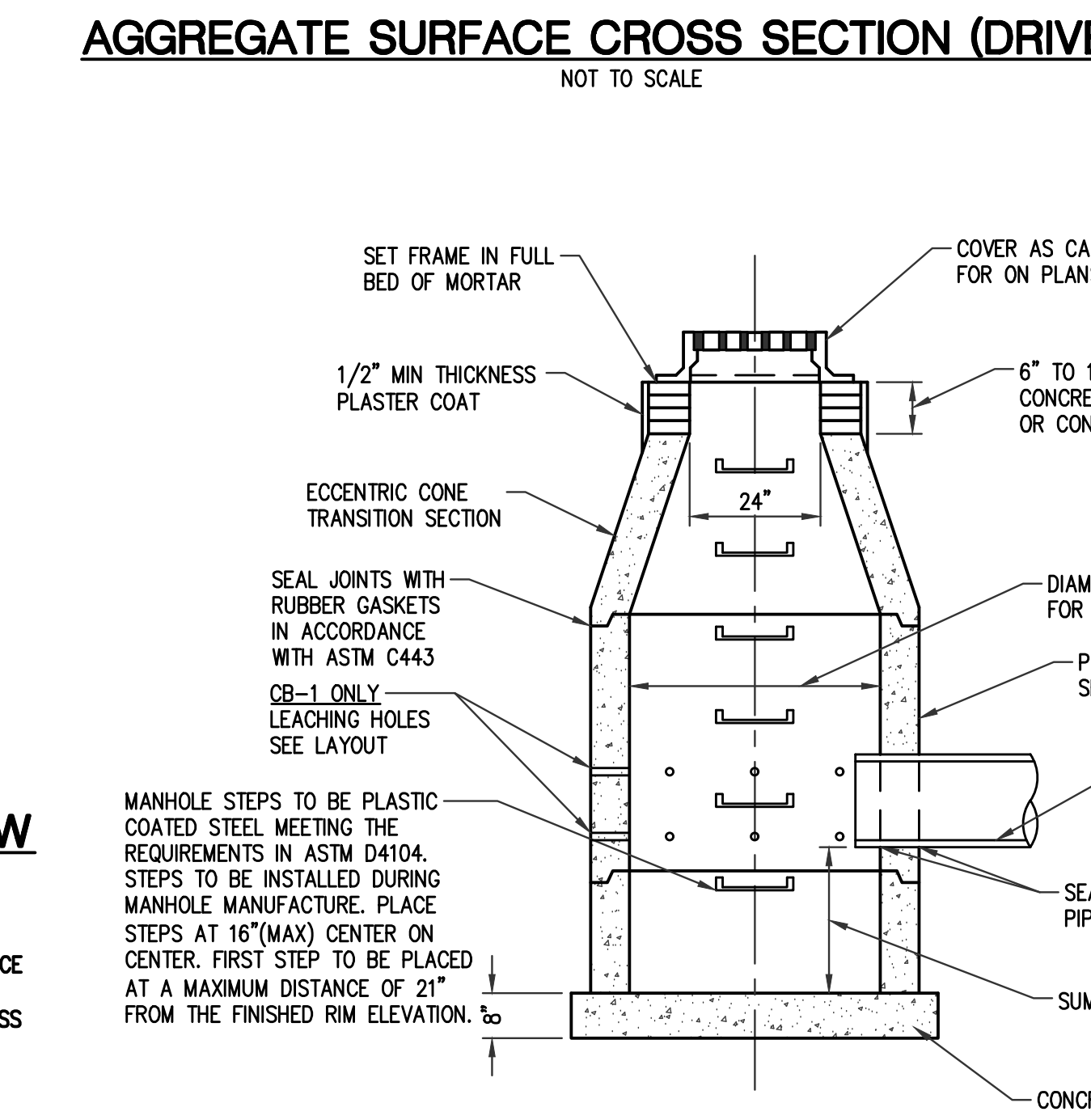
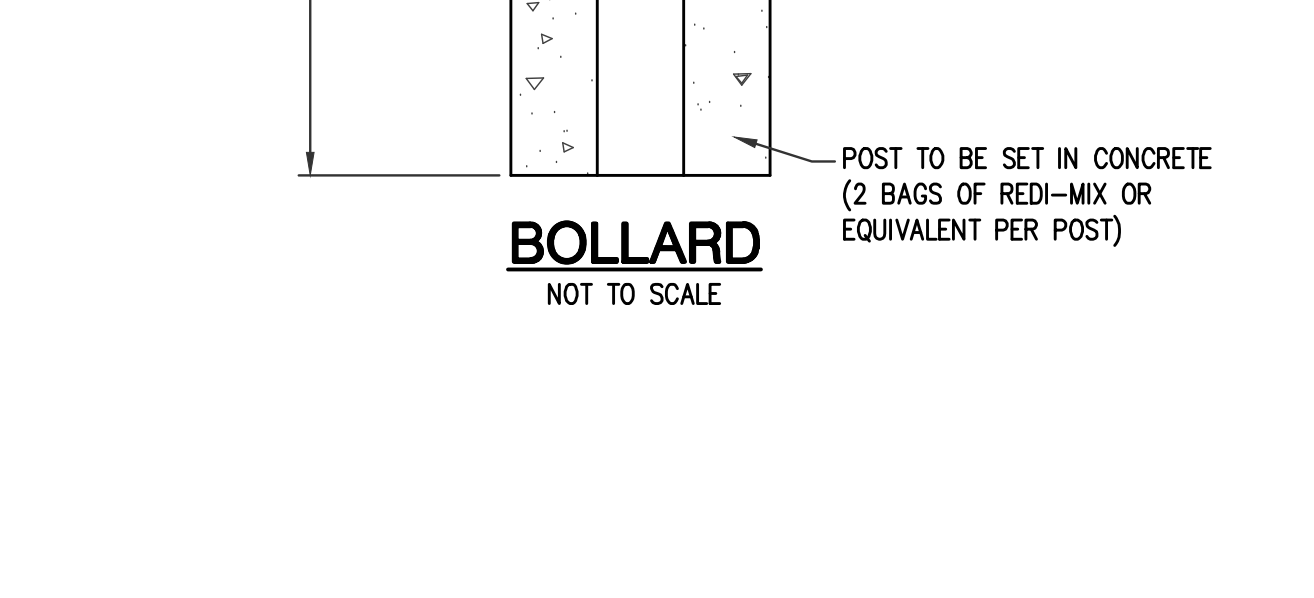
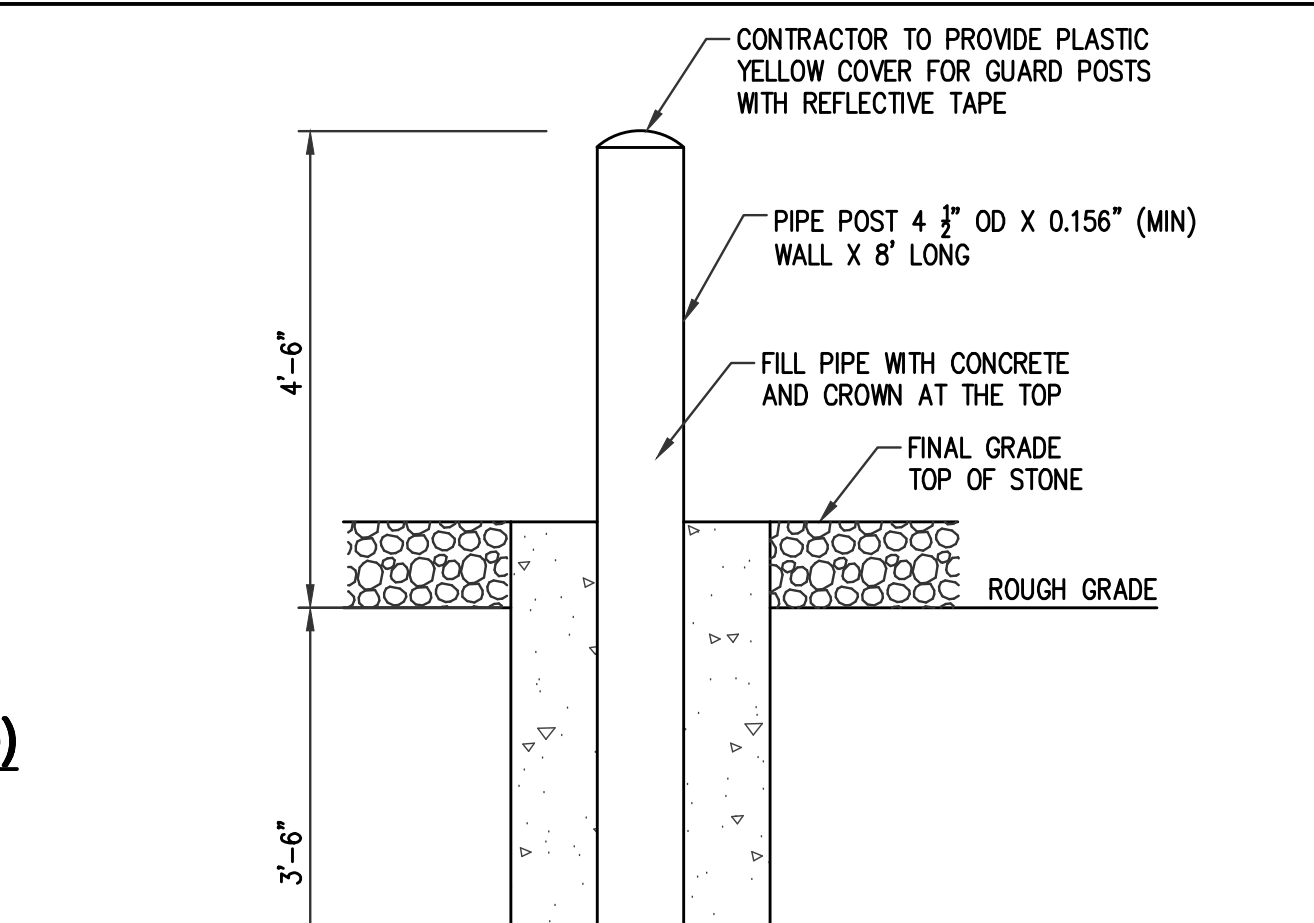


**FIGURE 603**  
**SWING GATE DETAIL**  
NOTES:  
1. A WATER SHEDDING FITTING & VERTICAL EXTENSION SHALL BE PROVIDED ON TOP OF EACH GATE POST & GATE FRAME.  
2. SEE FIG 602 FOR FOOTING DEPTH & DIAMETER.  
REFERENCES: A-15085  
PRFMB3061001  
GASTBEC8071090001

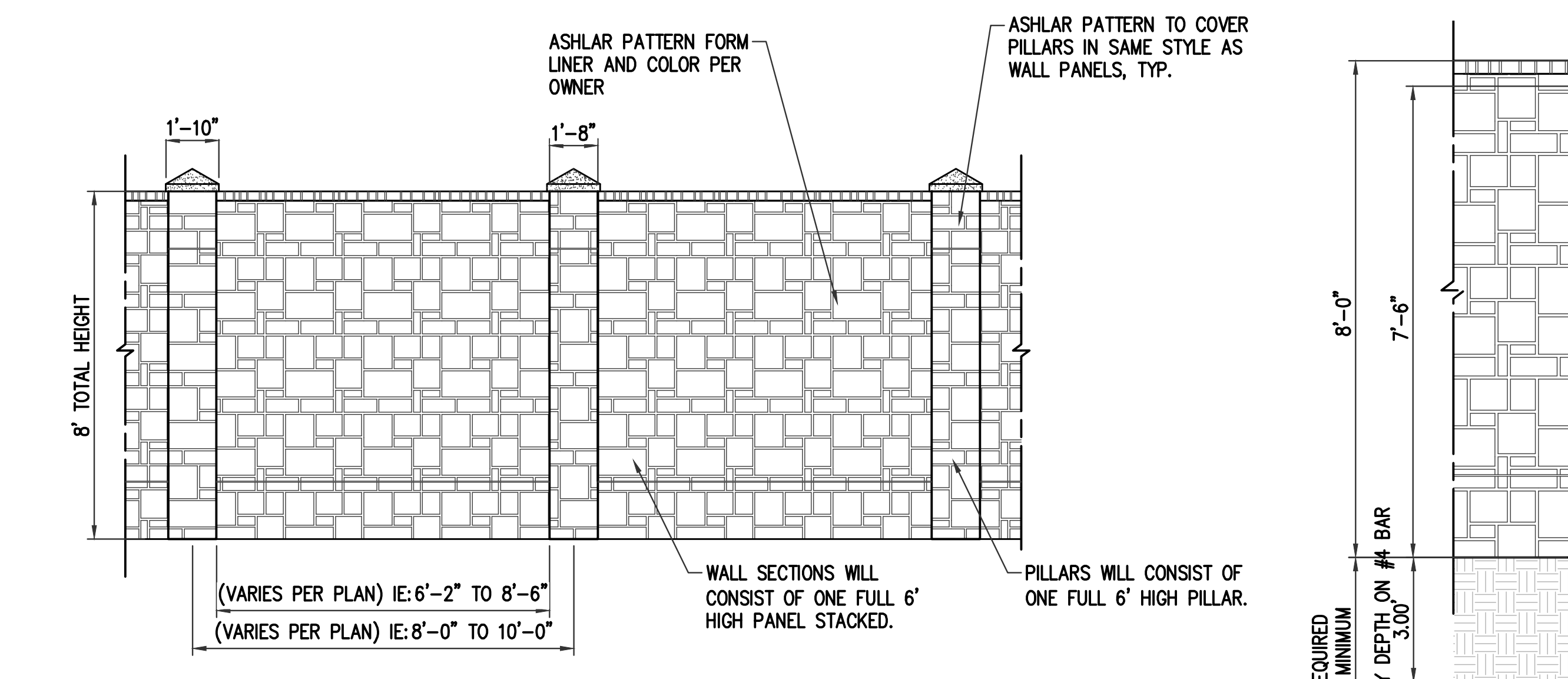
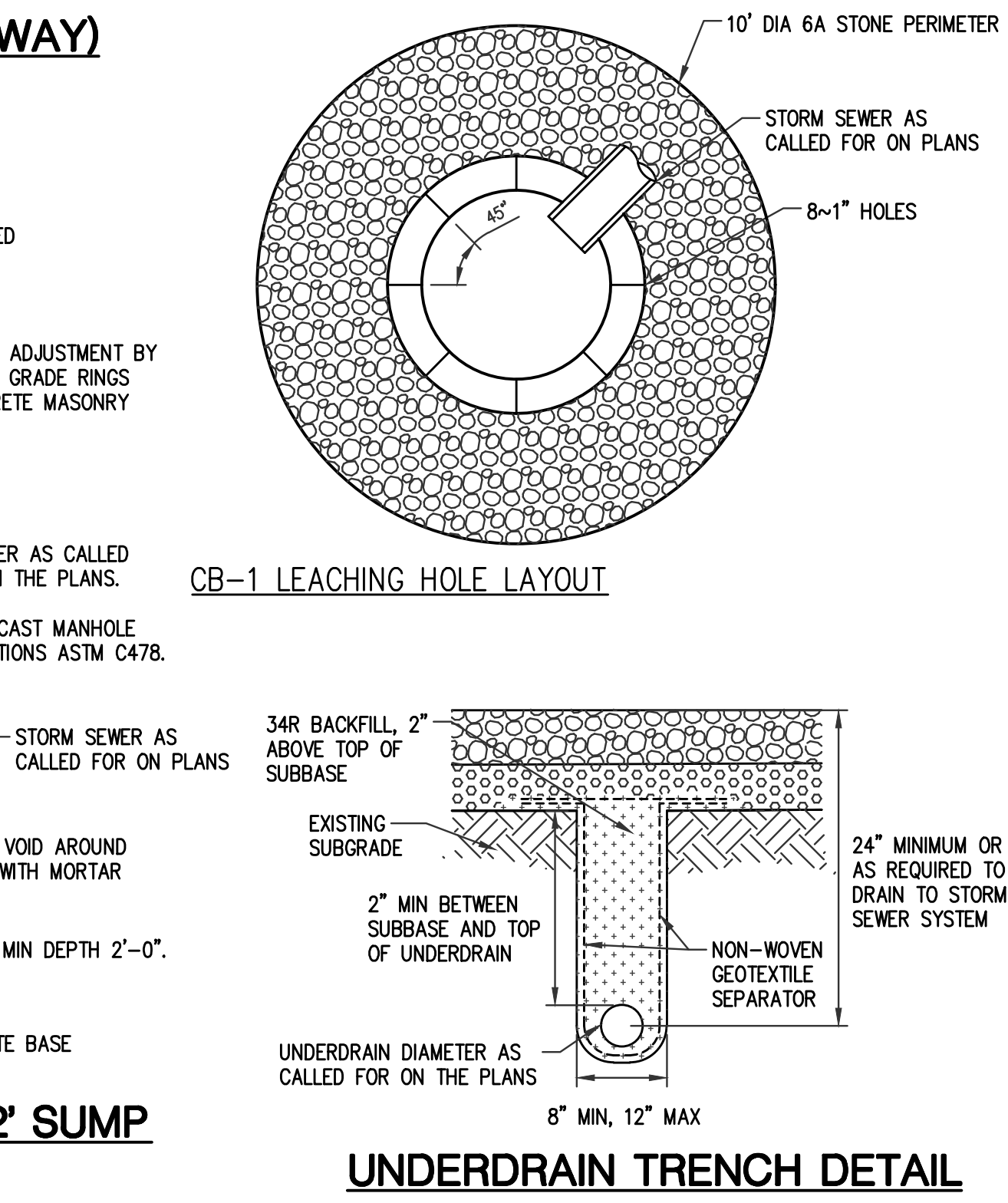


NOTES:  
1. NON-WOVEN GEOTEXTILE SEPARATOR SHALL BE MIRAFI 180N, SYNTHETIC INDUSTRIES 801 OR AN ENGINEER APPROVED EQUIVALENT PRODUCT.  
2. THIS CROSS SECTION WILL BE USED FOR THE ENTIRE YARD SURFACE, EXCEPT FOR AREAS DESCRIBED AS DRIVEWAYS, AS SHOWN ON THE SITE DRAWINGS.  
3. FOR USE ON PRIVATE PROPERTY

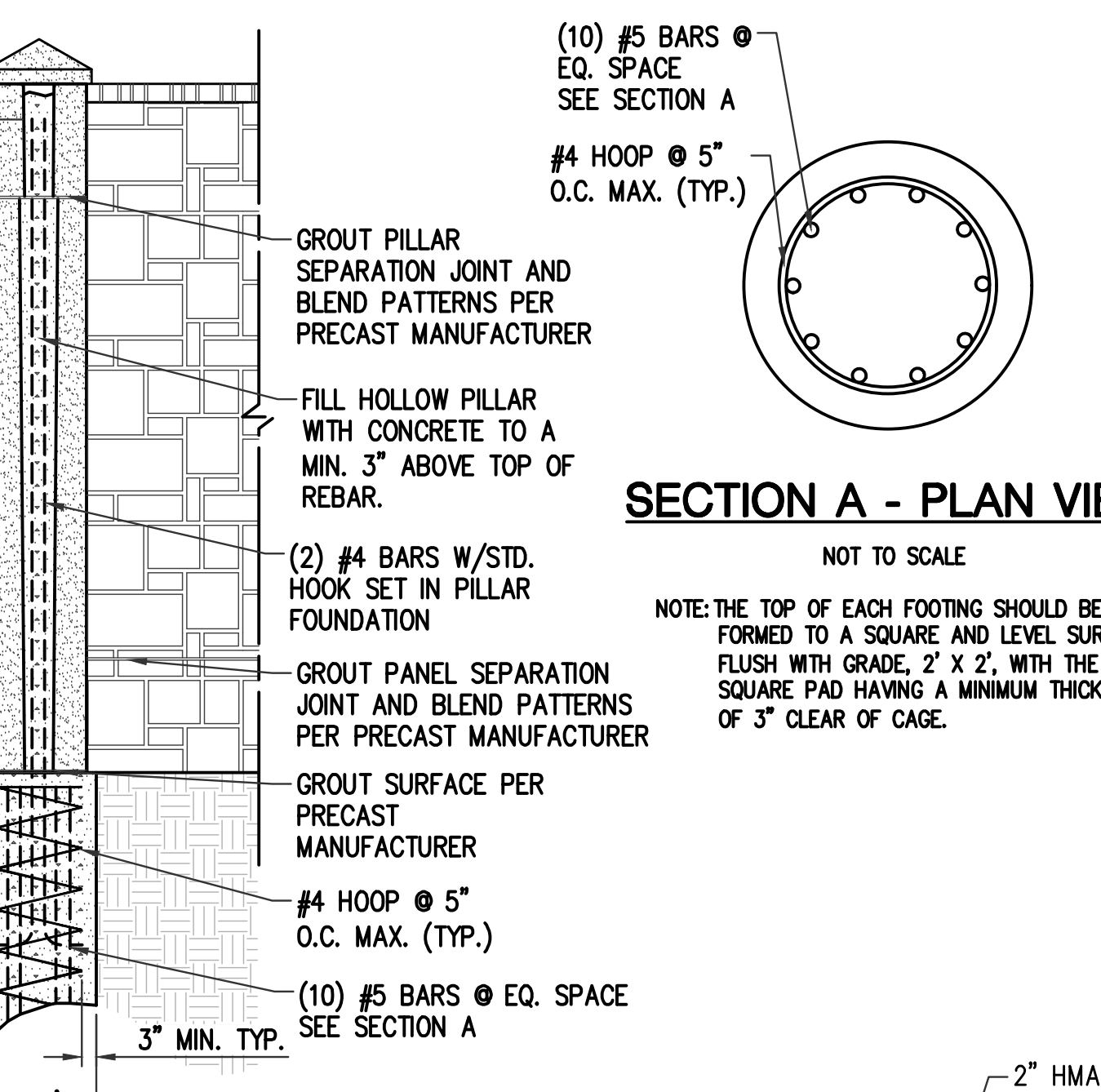
NOTES:  
1. WOVEN GEOTEXTILE SEPARATOR SHALL BE MIRAFI HP 370 OR AN ENGINEER APPROVED EQUIVALENT PRODUCT.  
2. THIS CROSS SECTION WILL BE USED FOR ALL DRIVEWAY SURFACES, AS SHOWN ON THE SITE DRAWINGS.  
3. FOR USE ON PRIVATE PROPERTY



**FIGURE 609**  
**UNDERDRAIN TRENCH DETAIL**  
NOT TO SCALE

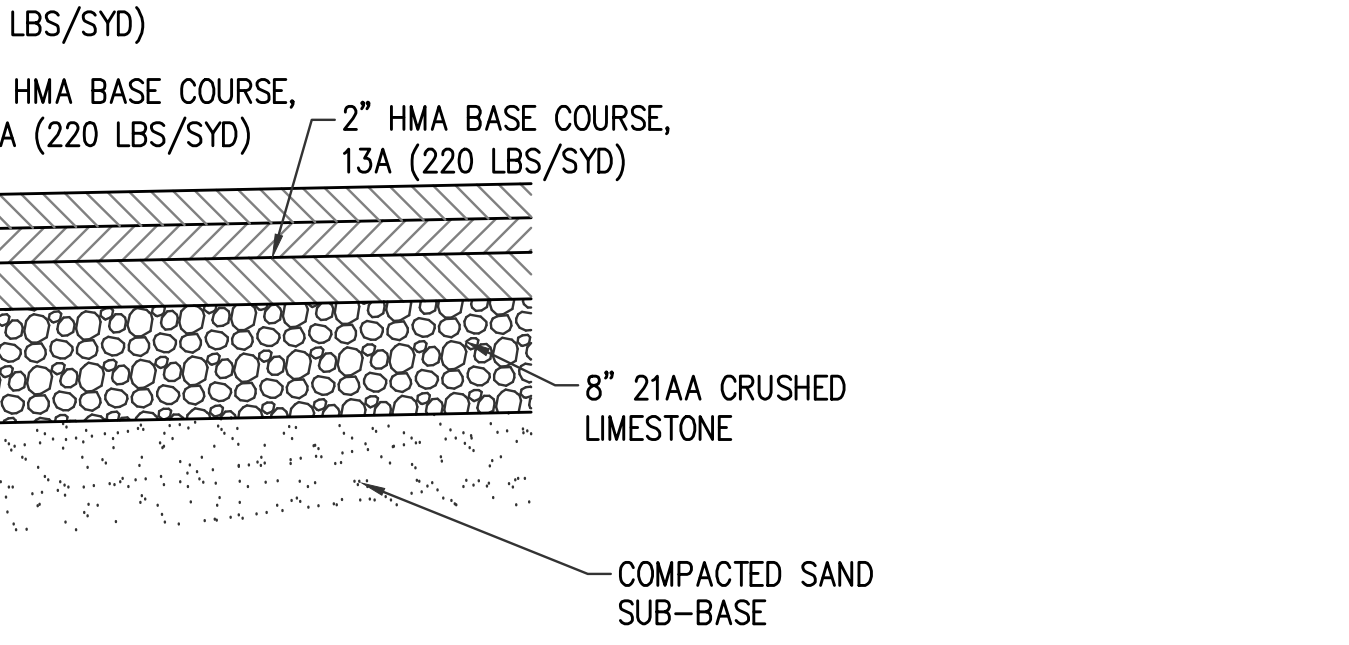


**NOTE:**  
1. CONTRACTOR SHALL COORDINATE PROPOSED WALL LAYOUT AND COLUMN SPACING W/ PRECAST SCREEN WALL VENDOR AND ENGINEER. HORIZONTAL DIMENSIONS LISTED HERE ARE FOR REFERENCE ONLY AND MAY VARY WITH VENDOR'S RECOMMENDATIONS. ALL PRECAST SCREEN WALL COMPONENTS SHALL RECEIVE ANTI-GRAFFITI SEALANT AFTER STAIN HAS BEEN APPLIED AND ACCEPTED BY THE OWNER.  
2. PRECAST CONCRETE SCREEN WALL SHALL BE INSTALLED ON THE WEST SIDE OF THE PROPOSED SITE. ACTUAL LOCATION WILL BE APPROVED BY THE OWNER IN THE FIELD.  
3. THE PROPOSED DESIGN IS REPRESENTATIVE. ALTERNATE PATTERNS MAY BE APPROVED BY THE OWNER AND OSHTEMO TOWNSHIP.  
4. FINAL WALL DESIGN WILL BE PROVIDED BY THE MANUFACTURER AND APPROVED BY THE OWNER AND OSHTEMO TOWNSHIP.



NOTE: THE TOP OF EACH FOOTING SHOULD BE FORMED TO A SQUARE AND LEVEL SURFACE FLUSH WITH GRADE, 2' X 2', WITH THE SQUARE PAD HAVING A MINIMUM THICKNESS OF 3" CLEAR OF CAGE.

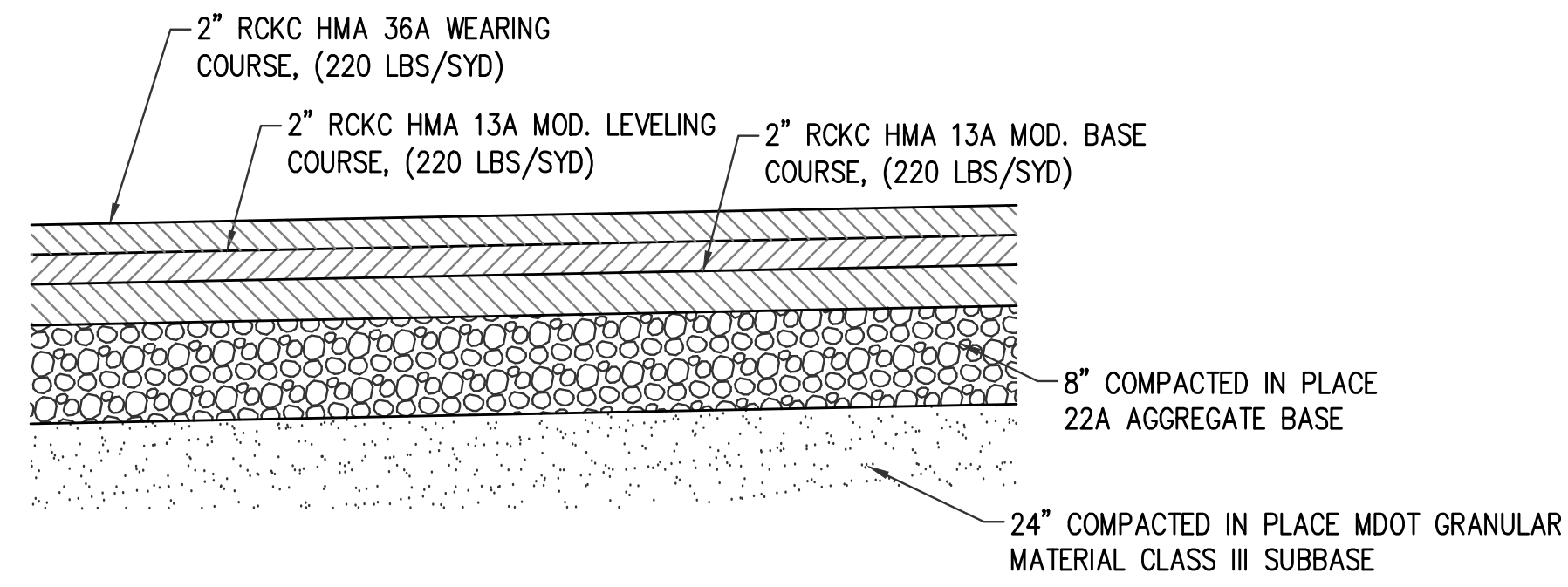
ORIGINAL DRAWING #	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	



NOTE: HMA REPLACEMENT WITHIN ANY ROADWAY CUTS SHALL MATCH THE EXISTING HMA THICKNESS.

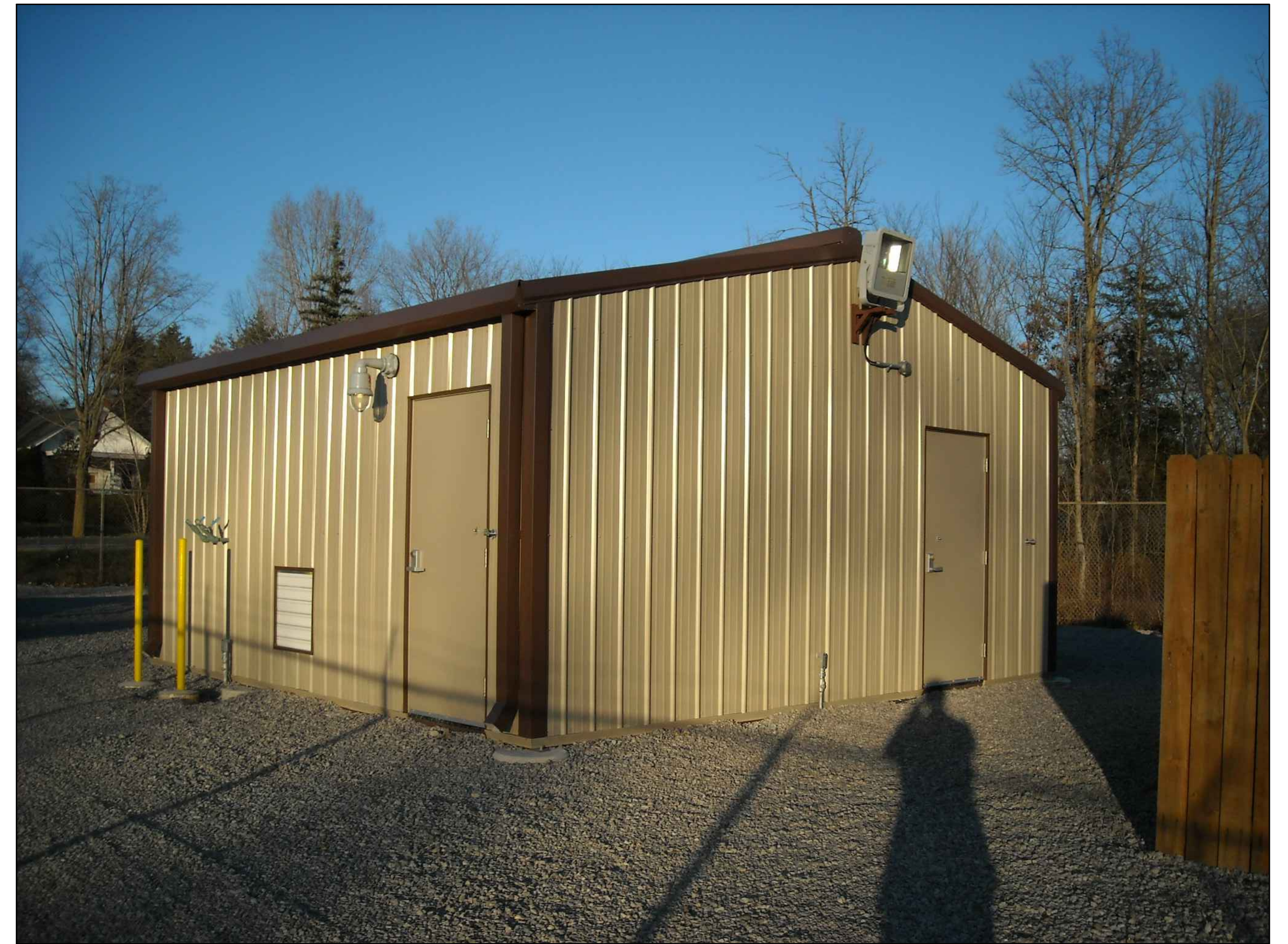
<p><b>ROWE PROFESSIONAL SERVICES COMPANY</b></p> <p><b>Consumers Energy</b> <i>Count on Us®</i></p> <p>GEO-SPATIAL &amp; GAS ASSET MANAGEMENT Gas Meter and Regulation Department</p> <p>FILE: 401824C1824-SAD.07.DWG RASTER FILE: #</p>	<p><b>KALAMAZOO M AVE CITY GATE 2023 CONSTRUCTION</b></p>	
	<p><b>SITE DETAIL SHEET</b></p>	
<p>DRAWN: KEB DATE: JAN 2023</p> <p>CHECKED: DAS DATE: JAN 2023</p> <p>DESIGNED: KEL DATE: JAN 2023</p> <p>APPROVAL: DAS DATE: JAN 2023</p> <p>ENGINEER APPROVAL: DAS DATE: JAN 2023</p>	<p>FIELD AREA: KALAMAZOO</p> <p>PROJECT # GM-00794</p> <p>DRAWING NO. C-1824-SAD</p> <p>SHEET 07</p> <p>STA. NO. K-1</p>	<p>SCALE: N.T.S.</p>

DATE PLOTTED: 01/10/2023 10:00:00 AM



NOTE: HMA REPLACEMENT WITHIN ANY ROADWAY CUTS SHALL MATCH THE EXISTING HMA THICKNESS.

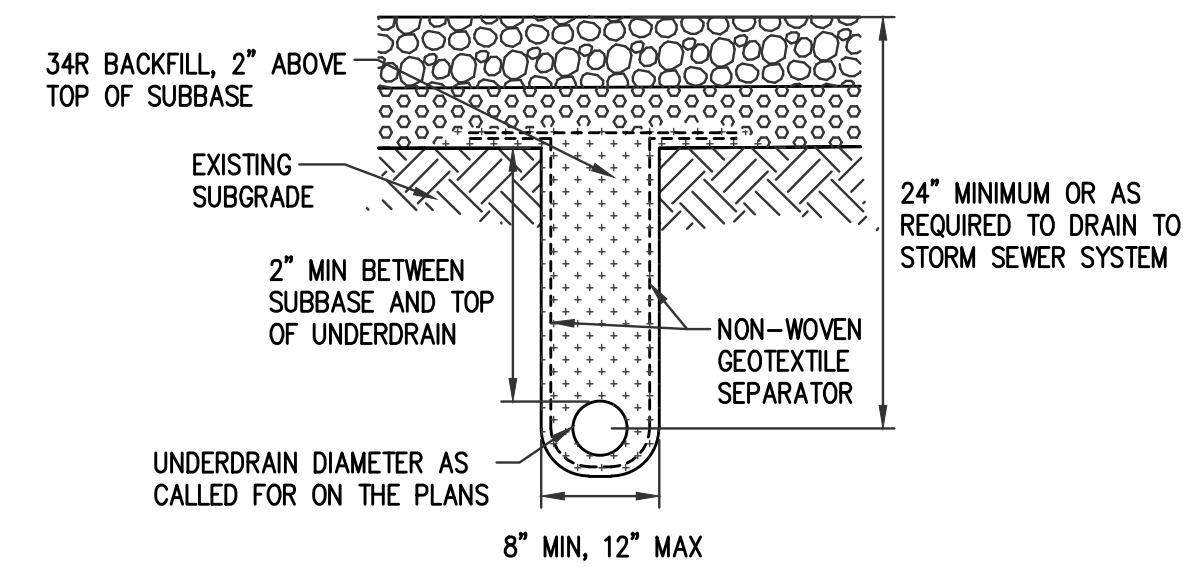
**HMA DRIVEWAY CROSS SECTION**  
NOT TO SCALE



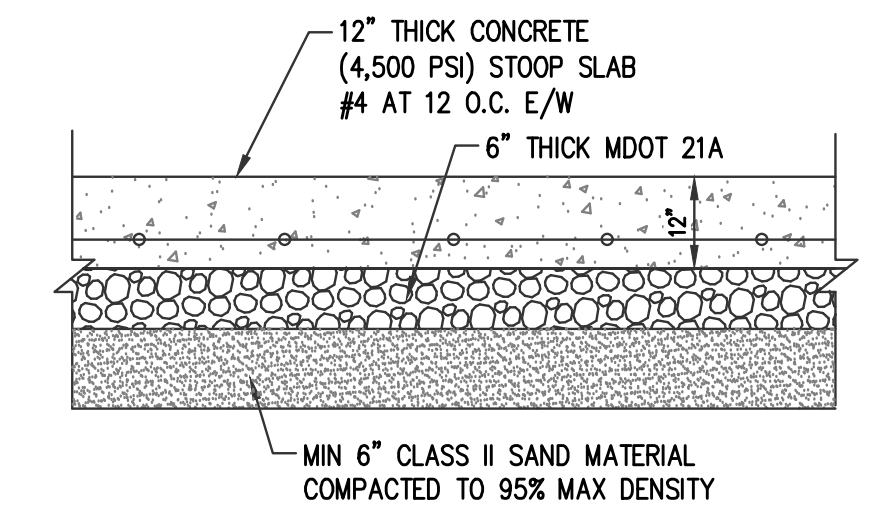
**TYPICAL BUILDING EXAMPLE PHOTO**  
NOT TO SCALE



**BARBED WIRE FENCE EXAMPLE PHOTO**  
NOT TO SCALE



**UNDERDRAIN TRENCH DETAIL**  
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**CONCRETE STOOP SECTION**  
NOT TO SCALE



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**KALAMAZOO M AVE CITY GATE  
2023 CONSTRUCTION**

**SITE DETAIL SHEET 2**

FILE: 401824C1824-SAD.08.DWG  
RASTER FILE: #

SCALE: N.T.S.

FIELD AREA: KALAMAZOO  
PROJECT # GM-00794  
STA. NO. K-1

DRAWING NO. C-1824-SAD  
SHEET 08  
REV

REFERENCE DRAWINGS NUMBERS	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	REV.	PROJECT #	DATE	DESCRIPTION	DR	CK	DES. APP.	ENG. APP.	CO	

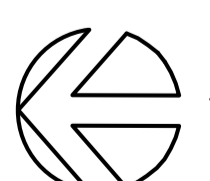
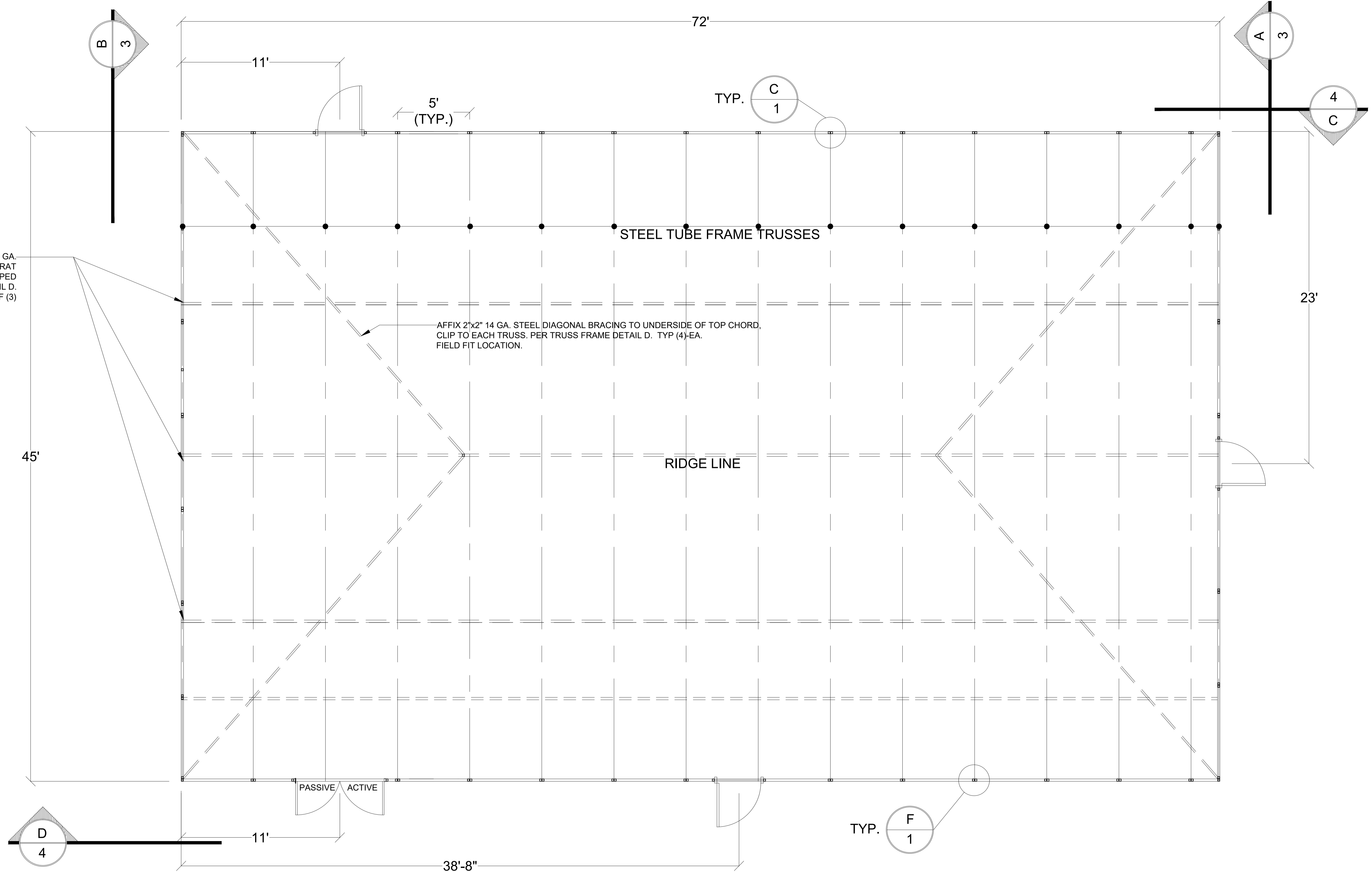
DRAWN	KEB	DATE	JAN 2023
CHECKED	DAS	DATE	JAN 2023
DESIGNED	KEL	DATE	JAN 2023
DESIGN APPROVAL	DAS	DATE	JAN 2023
ENGINEER APPROVAL	DAS	DATE	JAN 2023

PLS



CONTINUOUS 14 GA.  
2"x2", GALVANIZED STEEL TUBE "RAT  
RUN" AT TRUSS PANEL POINT, CLIPPED  
TO EACH TRUSS PER FRAME DETAIL D.  
TYP OF (3)

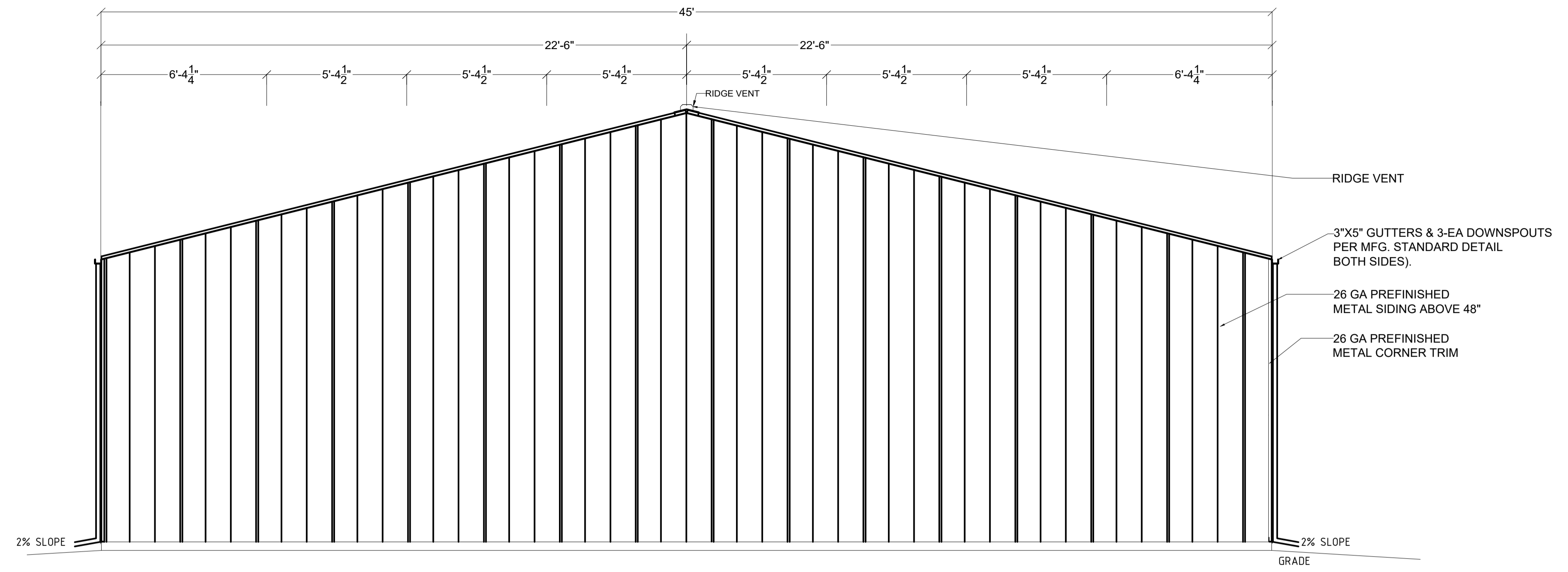
AFFIX 2"x2" 14 GA. STEEL DIAGONAL BRACING TO UNDERSIDE OF TOP CHORD,  
CLIP TO EACH TRUSS. PER TRUSS FRAME DETAIL D. TYP (4)-EA.  
FIELD FIT LOCATION.



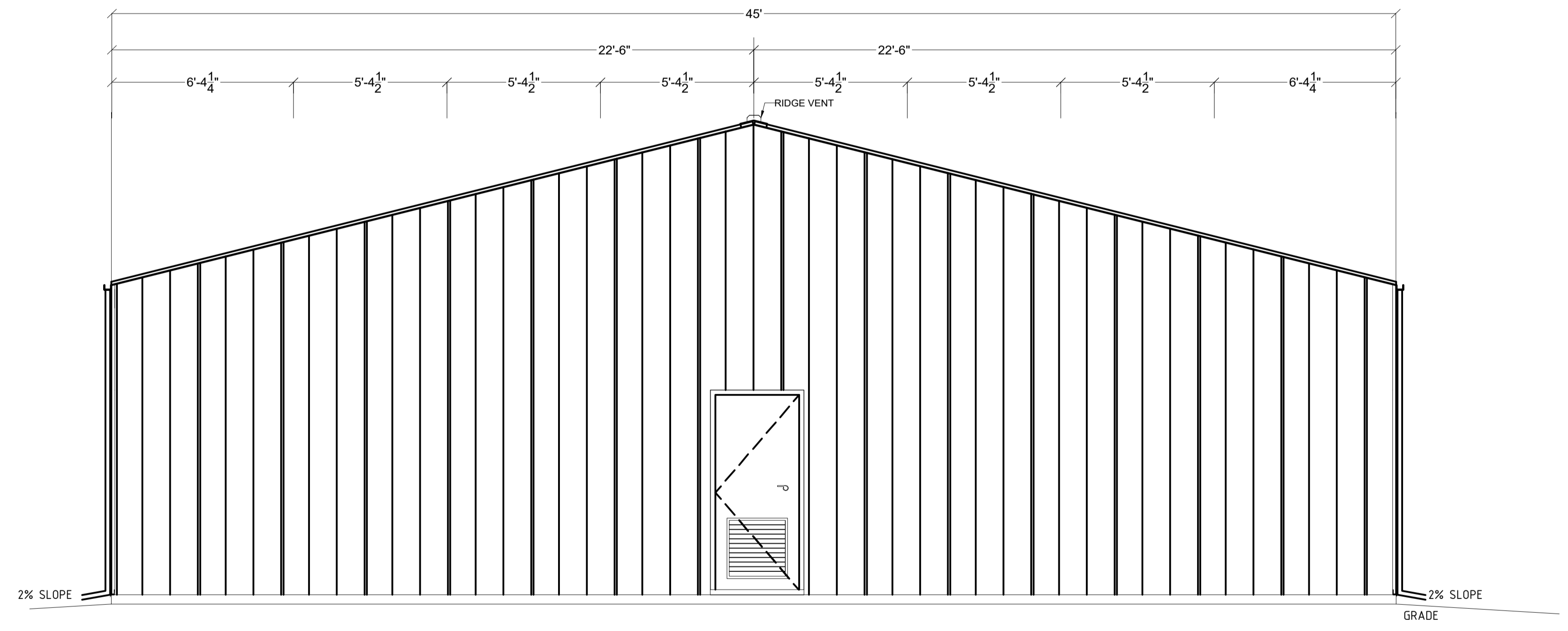
**FLOOR / ROOF FRAMING PLAN**  
N.T.S.

NORTHERN INDUSTRIAL CONSTRUCTION INC.	TITLE	KALAMAZOO CG FRAMING PLAN	DESIGNED	T.KOWALEWSKY				
	CLIENT DWG.	C1824-VEN.02	APPROVED	T.WELLERT				
			DWG.	SHEET 2 OF 6	A1	12/14/2022	ISSUED FOR REVIEW	TK TCW
					A0	11/08/2022	ISSUED FOR REVIEW	TK TCW
					REV.	DATE	DESCRIPTION	BY APP





**NORTH EXTERIOR**  
N.T.S.

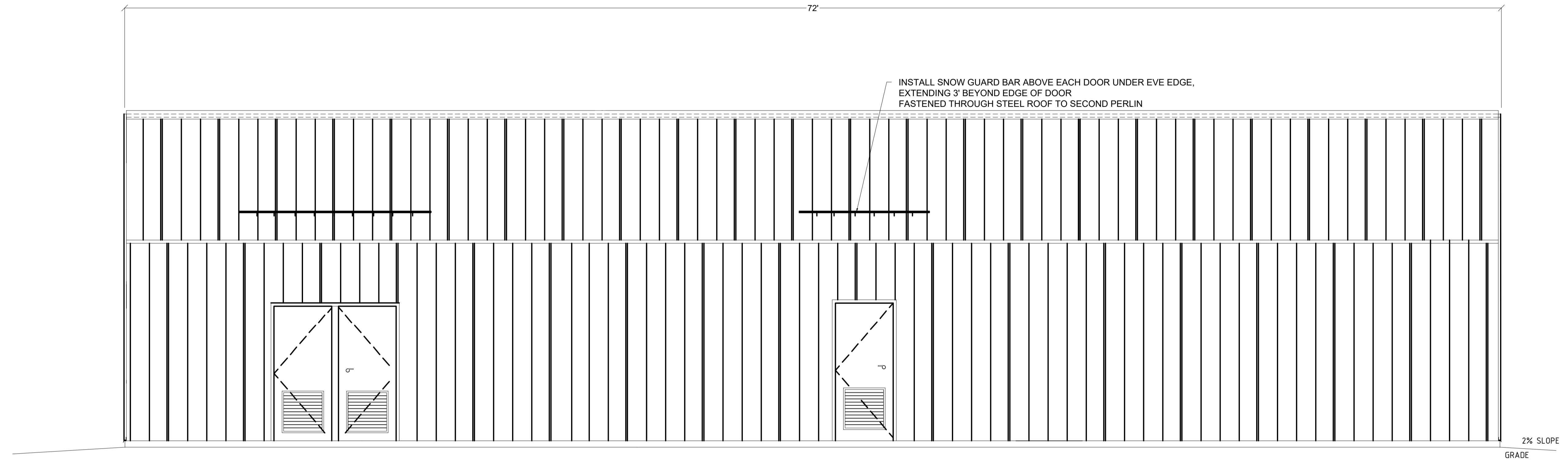


**SOUTH EXTERIOR**  
N.T.S.

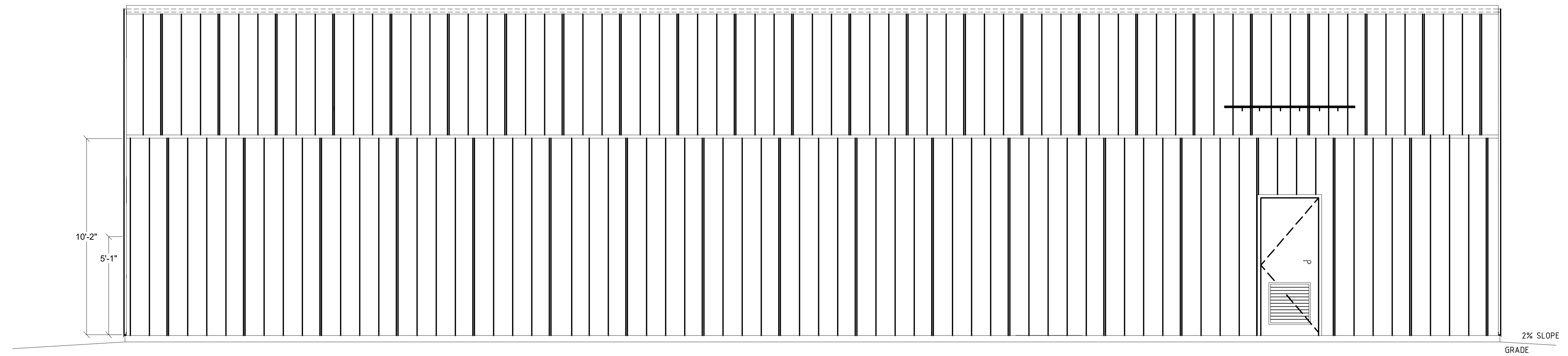
- RIDGE VENT
- 3"X5" GUTTERS & 3-EA DOWNSPOUTS PER MFG. STANDARD DETAIL BOTH SIDES).
- 26 GA PREFINISHED METAL SIDING ABOVE 48"
- 26 GA PREFINISHED METAL CORNER TRIM



<b>NORTHERN INDUSTRIAL CONSTRUCTION INC.</b>	TITLE	KALAMAZOO CG ARCHITECTURAL		DESIGNED	T.KOWALEWSKY				
	APPROVED	T.WELLERT		DWG.	SHEET 5 OF 6	A1	12/14/2022	ISSUED FOR REVIEW	TK TCW
	CLIENT DWG.	C1824-VEN.05		REV.	DATE	DESCRIPTION	BY	APP	



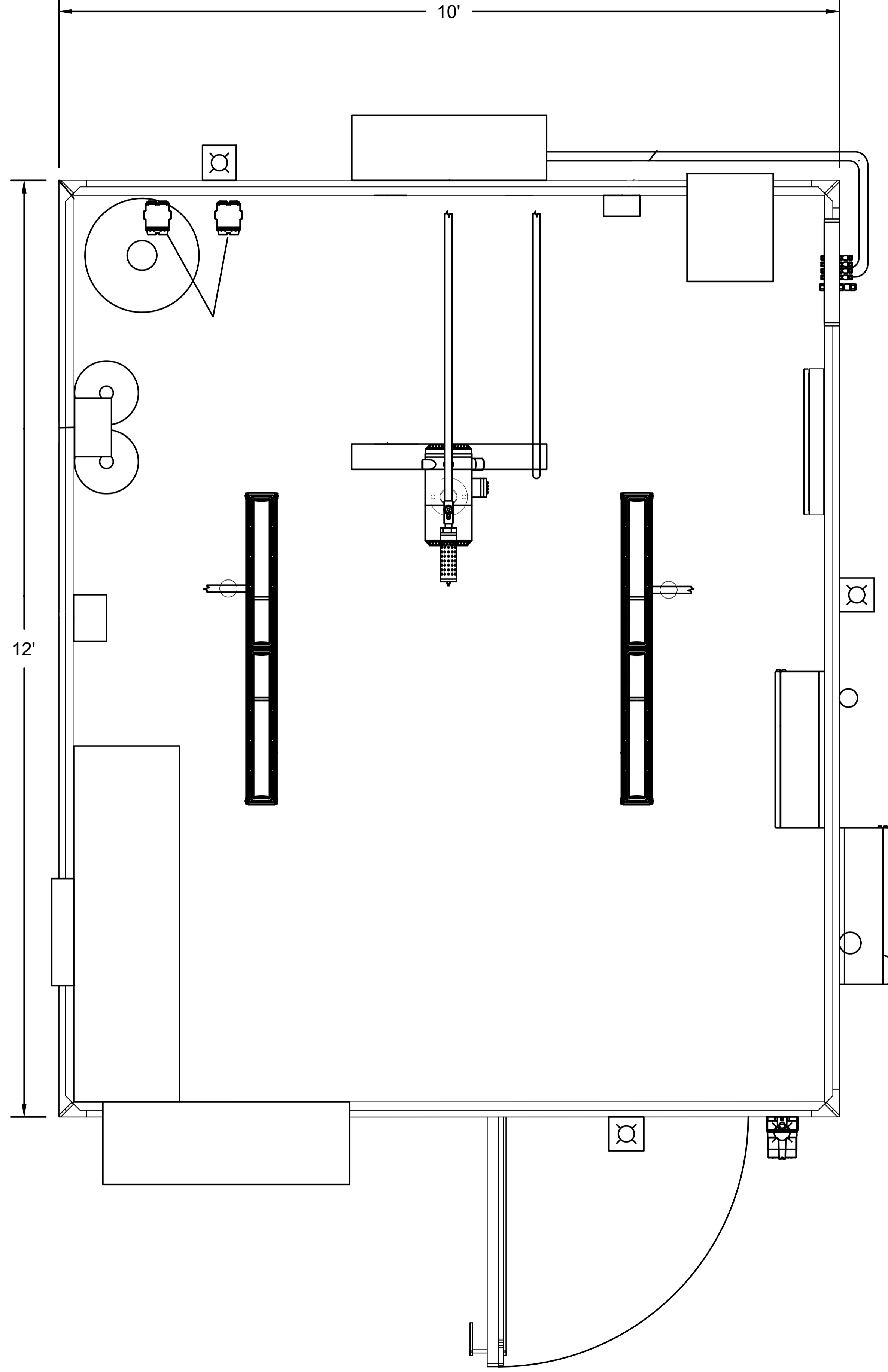
**WEST EXTERIOR**  
N.T.S.



**EAST EXTERIOR**  
N.T.S.



<b>NORTHERN INDUSTRIAL CONSTRUCTION INC.</b>	TITLE KALAMAZOO CG ARCHITECTURAL	DESIGNED T.KOWALEWSKY						
	CLIENT DWG. C1824-VEN.06	APPROVED T.WELLERT	DWG. SHEET 6 OF 6	A1	12/14/2022	ISSUED FOR REVIEW	TK	TCW
				A0	11/08/2022	ISSUED FOR REVIEW	TK	TCW
				REV.	DATE	DESCRIPTION	BY	APP



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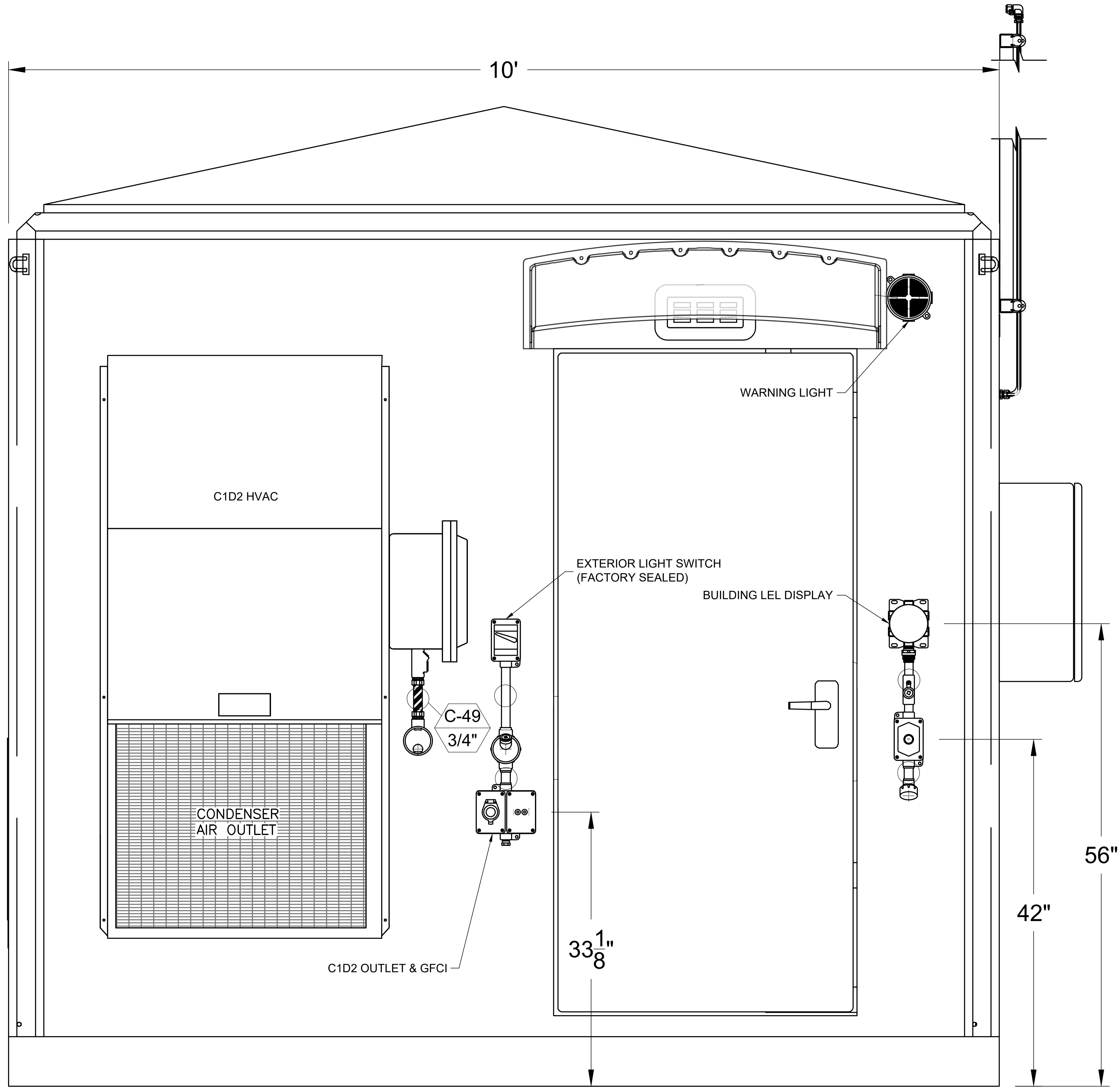
DATE	2022-12-16
REV. 1	
REV. 2	
REV. 3	
UNITS	INCHES

CUSTOMER P. D. NUMBER	
CUSTOMER P. D. NUMBER	
MC ACCOUNT NUMBER	
DRAWN BY	NL



**Precision Pipeline Equipment, Inc.**  
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 (717)746-5427


TITLE	CONSUMERS ENERGY: KALAMAZOO ANALYZER BUILDING OVERALL LAYOUT		
DRAWING NUMBER	J3527-PPE	CONT. ON SH.	02A
SH. NO.			01A



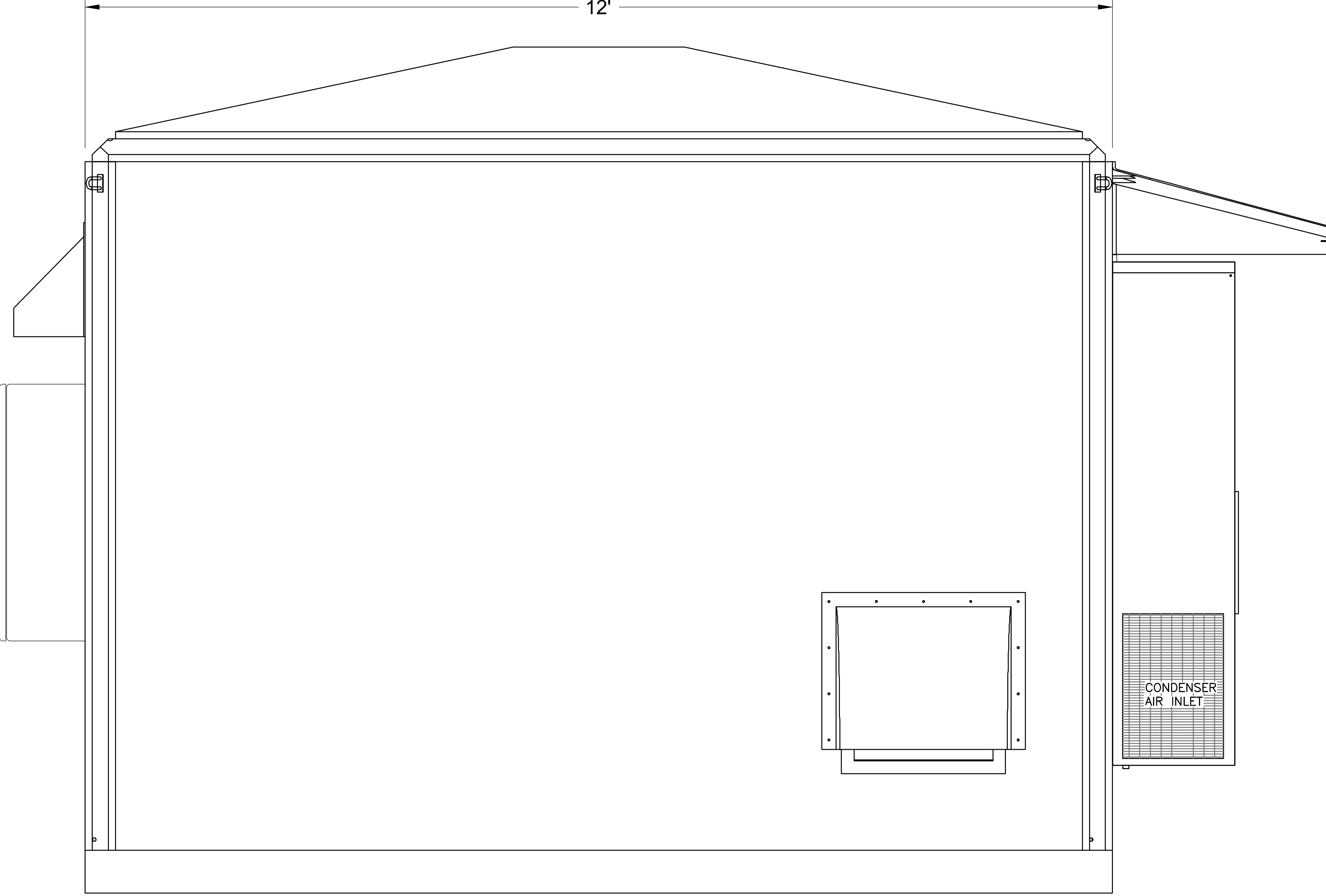
ELEVATION A  
SIDE A FRONT EXTERIOR VIEW

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TITLE	CONSUMERS ENERGY: KALAMAZOO		
	ANALYZER BUILDING		
	FRONT EXTERIOR WALL DETAIL		
DRAWING NUMBER	J3527-PPE	CONT. ON SH.	02B
		SH. NO.	02A

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DATE	2022-12-16	CUSTOMER P. D. NUMBER	-
REV. 1		MC ACCOUNT NUMBER	
REV. 2		DRAWN BY	NL
REV. 3		UNITS	INCHES



ELEVATION B  
SIDE B LEFT EXTERIOR VIEW

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CUSTOMER P. D. NUMBER

DATE 2022-12-16

REV. 1

REV. 2

REV. 3

UNITS INCHES

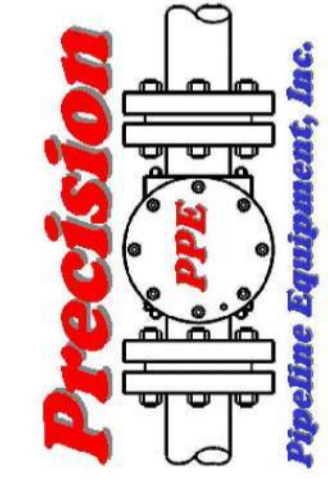
CUSTOMER P. D. NUMBER

—

MC ACCOUNT NUMBER

DRAWN BY

NL



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(717)746-5427

TITLE

CONSUMERS ENERGY: KALAMAZOO  
ANALYZER BUILDING  
LEFT EXTERIOR WALL DETAIL

DRAWING NUMBER

J3527-PPE

CONT. ON SH.

02C

SH. NO.

02B

Consumers Energy  
 Kalamazoo M Avenue City Gate  
 Stormwater Calculations

Existing Conditions C Factor			
Land Use	Area (acre)	C Factor	
		Design	KCDC
Lawns	1.54	0.15	0.13 - 0.17
Gravel	0.79	0.60	N/A
Pavement	0.00	0.90	0.70 - 0.95
Building	0.02	0.90	0.75 - 0.95
<b>Total</b>	<b>2.36</b>	<b>0.31</b>	

Proposed Conditions C Factor			
Land Use	Area (acre)	C Factor	
		Design	KCDC
Lawns	1.08	0.15	0.13 - 0.17
Gravel	1.15	0.60	N/A
Pavement	0.05	0.90	0.70 - 0.95
Building	0.08	0.90	0.75 - 0.95
<b>Total</b>	<b>2.36</b>	<b>0.41</b>	

**C Factor Notes:**

1. KCDC C Factor refers to the allowable range per Table 7 of the Kalamazoo County Drain Commissioner Site Development Rules
2. No KCDC factor for gravel, therefore MDOT standard of 0.5 - 0.7 from drainage manual table 3-1 was used
3. Per NRCS Web Soil Survey, site is class C and D soils. Slopes are under 2% per topographic survey. Therefore, runoff coefficient class of "Lawns, Heavy Soil Flat 2%" was used.

Gravel Yard Storage		
Area	25,439	sft
Depth	6	inches
Void Ratio	35%	
<b>Volume</b>	<b>4,452</b>	<b>cft</b>

Infiltration Basin Storage				
Elevation (ft)	Area (sft)	Volume (cft)	Cum. Vol. (cft)	Notes
954.00	1,337			
955.00	4,197	2,767	<b>2,767</b>	Top of Storage
956.00	6,475	5,336	8,103	1' Freeboard

Note: Maximum side slope 4:1 per KCDC Standards for mowed basin

Infiltration Calculations		
Infiltration Area	29,636	sft, bottom of infiltration basin plus gravel storage
Infiltration Rate	2	inches per hour in retention areas
	0.167	feet per hour
	4.63E-05	feet per second
	1.372	cfs, total site infiltration rate (basin + gravel)

<b>Allowable Outflow Rate for Detention Basin Sizing Tool</b>		
Property Area	2.36	acres
Infiltration Rate	1.372	cfs, total site infiltration rate (basin + gravel)
	0.58	cfs/acre allowable release rate for sizing tool

<b>Required vs. Provided Storage Volume</b>		
Required	7,015	cft, from Detention Basin Sizing Tool
Provided - Gravel	4,452	cft, gravel storage volume
Provided - Basin	2,767	cft, infiltration basin storage volume
Provided - Total	7,219	cft, total storage volume provided
Excess	204	cft, excess storage provided

<b>Stormwater Narrative</b>		
<p>The runoff from this site is proposed to be stored and infiltrated in the gravel yard area and the proposed infiltration basin. Calculations indicate that these two features provide adequate storage and infiltration. In addition to this, an underdrain is proposed on the west side of the site to drain the area around the proposed wall. This underdrain will outlet to a proposed dry well for infiltration.</p>		



# Rational Method Detention Basin Sizing Tool

Version 1.0

**Location:** Kalamazoo County  
**Project:** Consumers Energy City Gate  
**Job No.:** 22c0320  
**Date:** 1/24/2023  
**By:** Dan Bartlett (ROWE)

**Contributing Area [ac] =** 2.36  
**Runoff "C" Value =** 0.41  
**Allowable Release Rate [cfs/ac] =** 0.58  
**Rainfall Frequency =** 100-year  
**Site Release Rate [cfs] =** 1.3688  
**Factor of Safety =** 1.25  
**Required Storage Volume [cft] =** 7015  
**Time to Empty [hr] =** 1.4

Time [hr]	Rainfall Intensity [in/hr]	Runoff Volume [cft]	Discharge Volume [cft]	Storage Volume [cft]	Storage Volume [ac-ft]	Time to Empty [hr]
0.167	7.740	4531	821	4637	0.11	0.9
0.250	6.640	5831	1232	5748	0.13	1.2
0.333	5.752	6734	1643	6365	0.15	1.3
0.500	4.560	8008	2464	6931	0.16	1.4
0.667	3.800	8897	3285	7015	0.16	1.4
0.750	3.516	9262	3696	6957	0.16	1.4
0.833	3.275	9587	4106	6851	0.16	1.4
1.000	2.890	10151	4928	6529	0.15	1.3
2.000	1.785	12539	9855	3355	0.08	0.7
3.000	1.313	13839	14783	0	0.00	0.0
4.000	1.055	14816	19711	0	0.00	0.0
5.000	0.887	15573	24638	0	0.00	0.0
6.000	0.768	16192	29566	0	0.00	0.0
7.000	0.682	16770	34494	0	0.00	0.0
8.000	0.615	17271	39421	0	0.00	0.0
9.000	0.560	17713	44349	0	0.00	0.0
10.000	0.516	18108	49277	0	0.00	0.0
12.000	0.446	18791	59132	0	0.00	0.0
18.000	0.321	20302	88698	0	0.00	0.0
24.000	0.256	21601	118264	0	0.00	0.0

## Notes:

1. Runoff volume is calculated by multiplying the Rational formula discharge,  $CIA$ , by the time,  $t$ .  $V_R = (CIA) t$
2. Discharge volume is calculated by multiplying the site release rate,  $Q_o$ , by the time,  $t$ .  $V_o = Q_o t$
3. Storage volume is calculated by subtracting the discharge volume from the runoff volume and multiplying by the factor of safety.  $V_s = (V_R - V_o) f_s$
- 4 The time to empty is the storage volume divided by the site release rate.

## Disclaimer:

**Disclaimer:** This Excel spreadsheet is furnished by the Kalamazoo County Drain Commissioner and FTC&H for the convenience of the recipient to show compliance with the Kalamazoo County Site Development Rules.

Any additional conclusions or information obtained or derived from this spreadsheet program will be at the user's sole risk.

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## Fire Department

7275 W. Main Street Kalamazoo, MI 49009-9334  
Station Phone 269-375-0487 Fax 269-544-2085  
www.oshtemo.org

February 14, 2023

Colton Hudson  
Zoning Administrator  
7275 W. Main Street  
Kalamazoo, MI 49009

**Re:** Comments for Consumers Energy site.

Dear Colton:

With regards to the Consumers Energy site on Parkview Ave and their request for a reduction deviation of the driveway widths; Oshtemo Fire Department would be in favor of a deviation for the proposed 14 feet drive isle widths only. The outer drives will allow us to navigate the site adequately with our larger trucks and the proposed inner drives at 14 feet will allow for our smaller SUVs to navigate the site if a medical emergency occurs on this site.

Best regards,

Jim Wiley  
Assistant Fire Chief  
OSHTEMO FIRE DEPARTMENT

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March 15, 2023



**Mtg Date:** March 23, 2023

**To:** Oshtemo Township Planning Commission

**From:** Iris Lubbert, Planning Director

**Applicant:** Westat, Inc

**Owner:** Delta Hotel by Marriott Kalamazoo and Conference Center

**Property:** 2747 S 11<sup>th</sup> Street, Parcel Number 05-25-405-116

**Zoning:** C: Local Business District

**Request:** Special Use approval for a temporary outdoor event scheduled to last more than one day.

**Section(s):** Section 49.260: Temporary Outdoor Events (Lasting More Than One Day)  
Section 65: Special Uses

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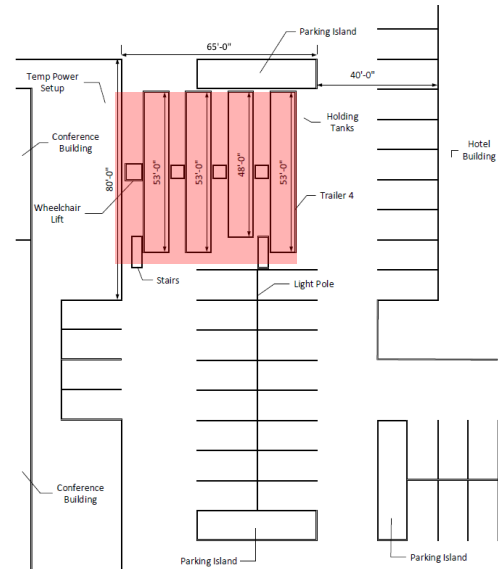
**PROPOSAL:**

Westat Inc, is requesting Special Exception Use approval to locate CDC Mobile Exam Center (MEC) medical trailers in the Delta Marriot Kalamazoo parking lot, located at 2747 S 11<sup>th</sup> Street, from April 8<sup>th</sup> to June 10, 2023. The area under consideration is shown in the aerial image below with the approximate location of the MEC medical trailers outlined in red.



**OVERVIEW:**

The Delta Hotel by Marriott is a commercial development located just west of US-131 off of Holiday Terrace, south east of the Stadium Drive and 11<sup>th</sup> Street intersection. The site is zoned C: Local Business District. The temporary setup for the MEC medical trailers is proposed to be in the drive aisle and parking area directly adjacent to the north east corner of the conference building onsite; the proposed location of the trailers are highlighted in red in the site plan excerpt to the right. These MEC trailers will be used to conduct a congressionally mandated national health and nutrition examination survey (NHANES) for Kalamazoo County from April 8<sup>th</sup> to June 10<sup>th</sup>, 2023. In summary, data for the NHANES will be collected through health interviews followed by standardized medical examinations conducted in the proposed MEC trailers. Additional information about the event has been provided by the applicant, see attached.



**ANALYSIS:**

The subject property is zoned C: Local Business District. Uses permitted in the C: Local Business District are outlined in Section 18 of the Township’s Zoning Ordinance. Temporary outdoor events which last more than one day are identified as a Special Exception Use within said code section. When reviewing a Special Exception Use, there are two sets of criteria that need to be considered: 1) the general Special Use review criteria outlined in Section 65.30, and 2) the specific requirements for the use in question outlined under Section 49.260. Below is an analysis of the proposal against these two Sections.

**Section 65.30: Special Use Review Criteria**

**A. Master Plan/Zoning Ordinance: The proposed use will be consistent with the purpose and intent of the Master Plan and Zoning Ordinance, including the District in which the use is located.**

Oshtemo’s adopted Future Land Use Plan illustrates the property in question is within a general commercial designation area which is consistent with the property’s current zoning of C: Local Business District. Temporary outdoor events lasting more than one day are permissible with Special Exception Use approval from the Planning Commission within the district. The Delta Hotel by Marriott is a legal conforming use within this district. The proposed special use is appropriate within the parking lot of a hotel. The proposal is consistent with both the Master Plan and Zoning Ordinance.

**B. Site Plan Review: The Site Plan Review Criteria of Section 64.80**

An engineered site plan is not required for a temporary outdoor event and therefore this criterion is not applicable. However, a plan showing the general layout of the location for the special event has been provided. The provided plan illustrates that a portion of the access aisle adjacent to the conference building onsite and approximately 10 parking spaces will be blocked off in order to adequately fit the necessary equipment for the event onsite. Township staff have reviewed the proposed layout and have no concerns.

**C. Impacts:**

- 1. The proposed use would be compatible, harmonious and appropriate with the existing or planned character and uses of adjacent properties; meaning the proposed use can coexist with neighboring uses in a stable fashion over time such that no neighboring use is unduly negatively impacted.**

The properties to the north of this site are zoned C: Local Business District and uses include Kalamazoo Center for the Healing Arts, Best Western Plus Kalamazoo Suites, Kalamazoo Mortgage, Para Bellum Salon, etc. The property under consideration directly abuts US 131 to the east. The properties to the south and west of this site are zoned R-3, Residential. The use directly to the south is Heritage Christian Reformed Church; uses to the west are single family homes and offices. The existing conference center onsite buffers the uses to the west from the proposed temporary event. With the existing conference center acting as a buffer, due to there being many commercial users already established in the area, and this use being consistent with both the intent of the Master Plan and the Zoning Ordinance for this area, staff has no concerns that the proposed use will negatively impact neighboring uses.

- 2. Potentially adverse effects arising from the proposed use on adjacent properties would be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the location of screening, fencing, landscaping, buffers or setbacks.**

Ample parking exists for Delta Hotel by Marriott Kalamazoo and Conference Center's customers as well as for those using the temporary MEC trailers. The use of a portion of this parking lot for the MEC trailers should have no adverse effects on parking for adjacent properties. The proposed event location does not impact fire lanes or emergency vehicle turning areas. Given the specific location of the temporary event, internal navigation throughout the site will be minimally impacted. All setbacks for the equipment being proposed have been met.

- 3. The proposed use would not be detrimental, hazardous, or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, smoke, odors, glare, or visual clutter.**

The MEC trailers will not be visible from neighboring roads. Traffic to and from the proposed temporary event will be minimum and not out of character for the uses already occupying the site. Staff does not foresee any negative impacts occurring from this proposed temporary event.

- D. Environment: The natural features of the subject property shall only be cleared or altered to the extent necessary to accommodate site design elements, particularly where the natural features assist in preserving the general character of the area.**

Not applicable, as this is an existing site with paved surfaces.

- E. Public Facilities: Adequate public and/or private infrastructure and services already exist or would be provided, and will safeguard the health, safety, and general welfare of the public.**

The four MEC trailers are each outfitted with sinks and water heaters and three of the trailers have toilets. Adequate public infrastructure, such as water and sewer, are available onsite to support the proposed use.

**F. Specific Use Requirements: The Special Use development requirements of Article 49.**

All of the specific use requirements outlined in Section 49.260 Temporary Outdoor Events (Lasting More Than One Day) have been met. The Fire Marshal is satisfied with the proposed plan as fire lanes will be maintained. These requirements are listed below for reference.

49.260 TEMPORARY OUTDOOR EVENTS (LASTING MORE THAN ONE DAY).

- A. May last more than one day.
- B. Use is incidental to the principal use of the property.
- C. A Site Plan shall be submitted for administrative review indicating the following:
  1. Traffic lanes and on-site parking.
  2. Fire lanes and emergency vehicle turning areas.
  3. Restrooms provided (in building or portable facilities).
  4. Placement of vehicles, trailers, and all other equipment is away from adjoining residentially used properties and complies with all applicable setbacks.
  5. All activity takes place on subject property.
- D. The Fire Chief, or his designee, has approved the placement of vehicles, trailers, and all other equipment associated with the event.
- E. All signs directed off-site must receive a temporary sign permit and comply with all applicable sign ordinances.
- F. Property owner must approve and acknowledge the use of the property for the event.

RECOMMENDATION:

Planning Department staff recommend the approval of the proposed Special Use for the temporary outdoor event lasting more than one day with the following conditions.

1. The CDC Mobile Exam Center (MEC) medical trailers will be set up in the Delta Marriot Kalamazoo parking lot, located at 2747 S 11<sup>th</sup> Street, as shown on the submitted site plan.
2. Necessary permits, such as plumbing and electrical, from Southwest Michigan Building Authority are required.
3. The event will occur from April 8<sup>th</sup> to June 10, 2023.
4. Building official and Fire Marshall to walk through the site once set up.

Attachments: Application, Site Plan, Letter from County Health Director, NHANES Brochure





7275 W. Main Street, Kalamazoo, Michigan 49009-9334  
 Phone: 269-375-4260 Fax: 269-375-7180

**PLEASE PRINT**

PROJECT NAME & ADDRESS

National Health & Nutrition Examination Survey (NHANES), 2747 S 11th St. Kalamazoo, MI, 49009

**PLANNING & ZONING APPLICATION**

Applicant Name: Gessi A Rincon

Company: Westat, Inc.

Address: 1600 Research Blvd.  
Rockville, MD 20850

E-mail: GessiRincon@westat.com

Telephone: 301-526-7533 cell Fax: 240-314-7512

Interest in Property: Temporary site for Mobil Exam Center (MEC) trailers.

THIS  
SPACE  
FOR  
TOWNSHIP  
USE  
ONLY

**OWNER\*:**

Name: Delta Hotel by Marriott Kalamazoo & Conference Center

Address: 2747 South 11th Street  
Kalamazoo, MI 49009

E-mail: gtaft@deltakzoo.com

Phone & Fax: 269-492-7447 & 269-375-4196

Fee Amount \_\_\_\_\_

Escrow Amount \_\_\_\_\_

**NATURE OF THE REQUEST: (Please check the appropriate item(s))**

- |  |   |
|--|---|
| <input type="checkbox"/> Pre-Application Review                  | <input type="checkbox"/> Accessory Building Review – I083 |
| <input type="checkbox"/> Site Plan Review – I088                 | <input type="checkbox"/> Rezoning – I091                  |
| <input type="checkbox"/> Administrative Site Plan Review – I086  | <input type="checkbox"/> Subdivision Plat Review – I089   |
| <input checked="" type="checkbox"/> Special Exception Use – I085 | <input type="checkbox"/> Interpretation – I082            |
| <input type="checkbox"/> Zoning Variance – I092                  | <input type="checkbox"/> Other: _____                     |
| <input type="checkbox"/> Site Condominium – I084                 |   |

**BRIEFLY DESCRIBE YOUR REQUEST (Use Attachments if Necessary):** Obtain Temporary Use permit or waiver to locate CDC Mobil Exam Center (MEC) medical trailers in Delta Marriott Hotel Kalamazoo parking lot from April 8 to June 10, 2023, to conduct Congressionally-mandated National Health and Nutrition Examination Survey (NHANES) in Kalamazoo County, MI.

**LEGAL DESCRIPTION OF PROPERTY (Use Attachments if Necessary):**

See attached.

PARCEL NUMBER: 3905- 05-25-405-116

ADDRESS OF PROPERTY: 2747 South 11th Street, Kalamazoo, MI, 49009

PRESENT USE OF THE PROPERTY: Delta Hotel by Marriott Kalamazoo

PRESENT ZONING: C SIZE OF PROPERTY: Approx. 5 acres

**NAME(S) & ADDRESS(ES) OF ALL OTHER PERSONS, CORPORATIONS, OR FIRMS HAVING A LEGAL OR EQUITABLE INTEREST IN THE PROPERTY:**

Name(s)

Address(es)

_____	_____
_____	_____

**SIGNATURES**

*I (we) the undersigned certify that the information contained on this application form and the required documents attached hereto are to the best of my (our) knowledge true and accurate. I (we) acknowledge that we have received the Township's Disclaimer Regarding Sewer and Water Infrastructure. By submitting this Planning & Zoning Application, I (we) grant permission for Oshtemo Township officials and agents to enter the subject property of the application as part of completing the reviews necessary to process the application.*

*[Signature]*

Owner's Signature (\*If different from Applicant)

3-3-23

Date

*Jessi A Rincon*

Applicant's Signature

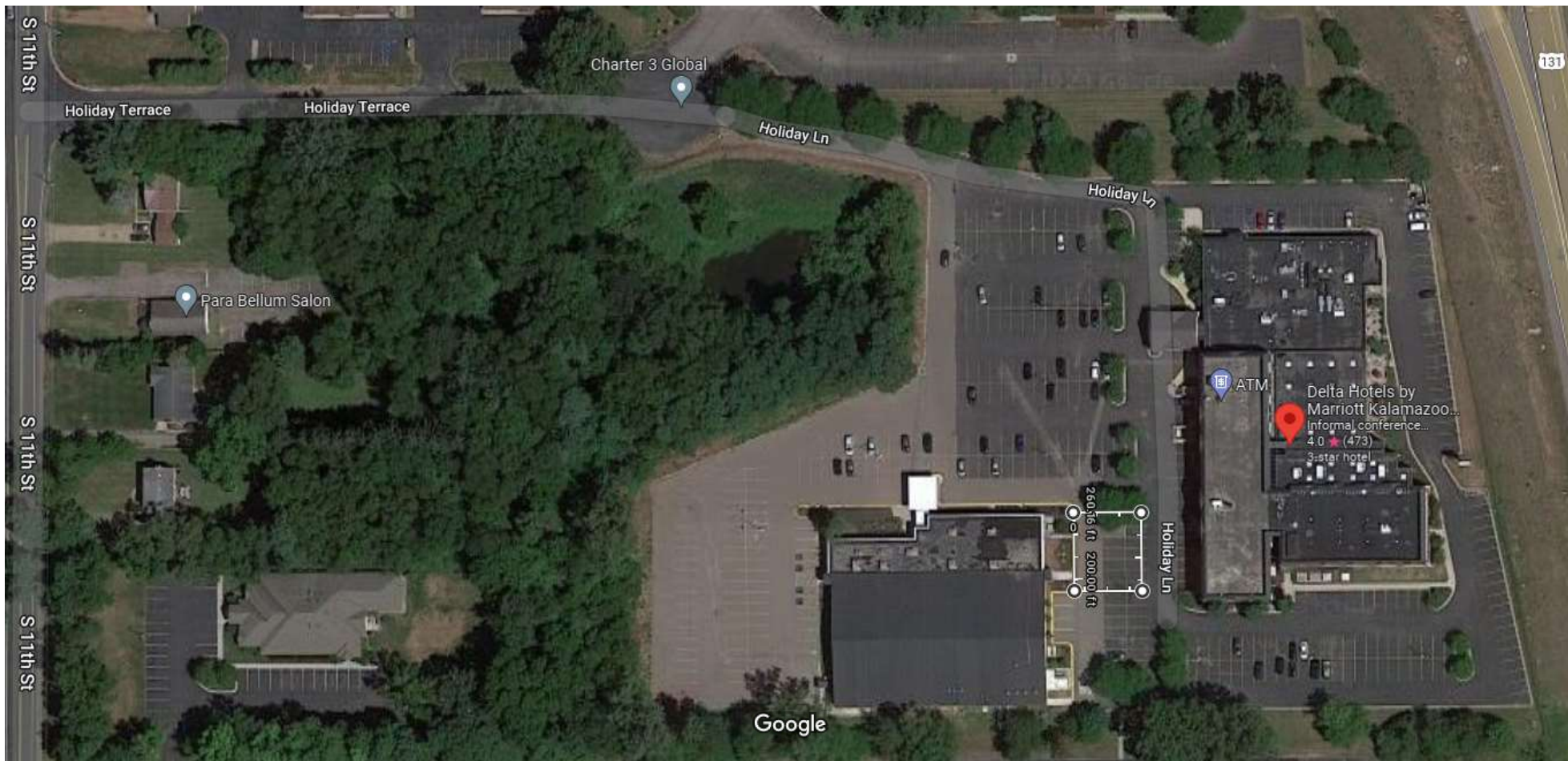
03/03/2023

Date

- Copies to:
- Planning - 1
- Applicant - 1
- Clerk - 1
- Deputy Clerk - 1
- Attorney - 1
- Assessor - 1
- Planning Secretary - Original

\*\*\*\*

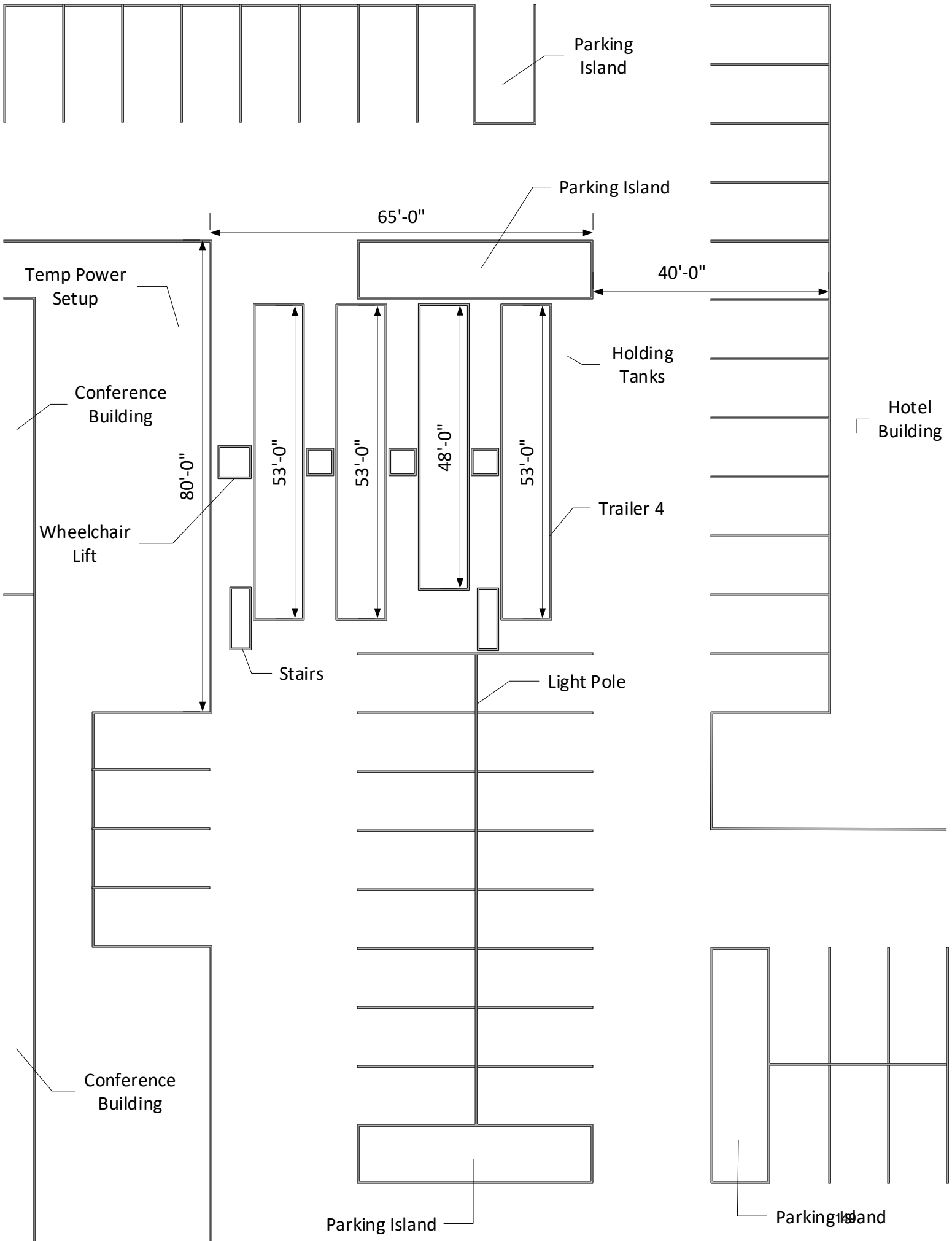
**PLEASE ATTACH ALL REQUIRED DOCUMENTS**



Imagery ©2023 Maxar Technologies, WMU, Map data ©2023 100 ft

Measure distance  
Total area: 4,211.23 ft<sup>2</sup> (391.24 m<sup>2</sup>)  
Total distance: 260.16 ft (79.30 m)

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December 2, 2022

James A. Rutherford, MPA  
Health Officer  
Kalamazoo County Health and Community Services  
311 East Alcott Street  
Kalamazoo, MI 49001

Dear Mr. Rutherford,

For more than 60 years, the National Health and Nutrition Examination Survey (NHANES) has helped to improve the health of all people living in the United States. Congressionally-mandated, NHANES is run by the National Center for Health Statistics, part of the Centers for Disease Control and Prevention. It is the only nationally representative study of people of all ages that collects information based on interviews and physical examinations.

**Kalamazoo County has been randomly selected as one of 15 counties in our annual sample.**

The results of the interviews and examinations conducted in counties like yours, combined with data from other counties each year, provide a current picture of the health and nutritional status of people living in the U.S.

We are contacting all selected counties to share our anticipated local dates of operations. We recognize that due to the ongoing COVID-19 pandemic these data collection timelines may need to change.

Tentatively, we are planning to conduct the survey in your county from April 6, 2023 through June 8, 2023. A sample of about 700 households will be invited to participate and will receive a letter asking them to complete a short online questionnaire about the members of their household. About 4-6 weeks later, our field interviewers will contact eligible household members to complete a health interview. Examinations at our examination center will be scheduled after completion of the home interview.

Within the next few weeks, our representative, Mr. Omar Bordatto, will contact your agency to request a meeting at a time convenient for you. We understand your time is very limited with the current pandemic, so this meeting should be no more than one hour. Because you know your community best, we would like to request your assistance with:

- Finding a suitable place to set up our mobile examination center;
- Identifying clinics for individuals who do not have a regular source of medical care;
- Identifying other community officials that should be notified; and
- Obtaining publicity and promoting the legitimacy of the survey to encourage invited households to participate.

We would welcome the inclusion of any of your staff who would assist us in achieving these goals, such as your public information officer and community outreach coordinator.

Understanding the current health of our Nation, especially given the COVID-19 pandemic, is now more important than ever. We need your help to reach the highest level of participation so that we are able to gather the most accurate data possible. We look forward to talking with you and your team about NHANES. If you have any questions about our survey, please feel free to contact me at 301-458-4400.

Sincerely yours,



Duong (Tony) Nguyen, DO, FAAP  
Captain, US Public Health Service  
Chief Medical Officer  
Division of Health and Nutrition Examination Surveys  
National Center for Health Statistics  
Centers for Disease Control and Prevention  
Email: [dtnguyen1@cdc.gov](mailto:dtnguyen1@cdc.gov)  
Office: 301-458-4400  
[www.cdc.gov/nchs/nhanes.htm](http://www.cdc.gov/nchs/nhanes.htm)

Enclosure



# National Health and Nutrition Examination Survey

## Overview



2021 Overview Brochure

## Introduction/Background

The National Health and Nutrition Examination Survey (NHANES) is the most in-depth survey designed to evaluate the health and nutritional status of adults and children in the United States. This survey combines information from interviews and physical examinations. NHANES is run by the National Center for Health Statistics (NCHS), part of the Centers for Disease Control and Prevention (CDC).

The first NHANES program began in the early 1960s. Since 1999, the survey has examined about 5,000 people in 15 different counties across the country each year. The NHANES sample is selected to represent the entire U.S. population.

NHANES data are needed to understand and improve health in the United States. NHANES plays a critical role in:

- Determining the prevalence and risk factors of major diseases
- Assessing the nutritional status and its association with health promotion and disease prevention
- Serving as the basis for national standards for measurements such as height, weight, and blood pressure
- Identifying the prevalence of undiagnosed diseases such as diabetes.

## Survey Content

The NHANES interviews include demographic, socioeconomic, dietary, and health questions.

NHANES looks at different risk factors such as a person's lifestyle, physical characteristics, heredity, or environment that may increase the chances of developing a certain disease or condition.

The survey studies obesity, diabetes, hypertension and cholesterol, nutrition and dietary intake, as well as smoking, alcohol consumption, sexual practices, drug use, physical fitness and activity, and other factors critical to health.

The examination consists of medical and physical measurements and laboratory tests performed by highly trained medical personnel. Body measurements are included for everyone and blood pressure is measured for those 8 years and older. All but the very young have a blood sample drawn. Additional examinations such as a body composition scan and liver ultrasound are given depending on the age of the participant.



## Survey Operations

Health interviews are conducted by telephone. Health measurements are performed in specially designed and equipped mobile centers, which travel to locations throughout the country. NHANES team consists of highly trained medical and health personnel. Many of the study staff are bilingual in English and Spanish.

In each location, local health and government officials are notified of the upcoming survey. Selected households in the study area receive a letter to introduce the survey. Local media may feature stories about the survey.

NHANES is designed to help and encourage participation. Transportation is provided to and from the mobile centers and the costs of childcare or care of an adult, if needed.

Each participant will receive a token of thanks for his or her time and a report of his or her medical findings. All information collected in the survey is kept confidential. Privacy is protected by public laws.

Assurance of Confidentiality – We take your privacy very seriously. All information that relates to or describes identifiable characteristics of individuals, a practice, or an establishment will be used only for statistical purposes. NCHS staff, contractors, and agents will not disclose or release responses in identifiable form without the consent of the individual or establishment in accordance with section 308(d) of the Public Health Service Act (42 U.S.C. 242m) and the Confidential Information Protection and Statistical Efficiency Act of 2018 (Title III of the Foundations for Evidence-Based Policymaking Act of 2018 (Pub. L. No. 115-435, 132 Stat. 5529 § 302)). In accordance with CIPSEA, every NCHS employee, contractor, and agent has taken an oath and is subject to a jail term of up to five years, a fine of up to \$250,000, or both if he or she willfully discloses ANY identifiable information about you.

## Uses of the Data

Information from NHANES is made available through a series of publications and articles in scientific and technical journals. For data users and researchers throughout the world, NHANES survey data are available on the internet.

Research organizations, universities, health care providers, and educators benefit from survey information. Primary data users are the federal agencies that collaborated in the design and development of the survey.

The National Institutes of Health, the Food and Drug Administration, and Centers for Disease Control and Prevention are among the agencies that rely upon NHANES to provide data essential for the implementation and evaluation of program activities.

The U.S. Department of Agriculture and NCHS collaborate in planning and reporting dietary and nutrition information from the survey. NHANES' partnership with the U.S. Environmental Protection Agency allows continued study of the many important environmental influences on health.

NHANES' record of important accomplishments is made possible by the hundreds of thousands of Americans who have participated.

- NHANES data help produce national references for such measurements as height and weight (pediatric growth charts) and blood pressure. The pediatric growth charts are updated using the latest NHANES statistics.
- National programs to reduce hypertension and cholesterol levels continue to depend on NHANES data to steer education and prevention programs toward those at risk and to measure success in the risk factors associated with heart disease, the nation's number one cause of death.

## Recent NHANES findings

Undiagnosed Type 2 diabetes: NHANES data have shown that 3 out of 10 people in the U.S. have diabetes but had not been previously diagnosed by a doctor.

Fast Food Consumption: In survey years 2013-2016, 4 out 10 adults said they ate fast food on a given day. Poor diet and low physical activity can lead to overweight and obesity, which are risk factors for the development of different diseases.

Obesity Rates: NHANES data from 2017-2018 showed that about 4 out of 10 adults in the U.S. were obese. Adult obesity is associated with increased risk of several health conditions, including diabetes, hypertension, high cholesterol,

cardiovascular disease, stroke, arthritis, and certain cancers.

Oral Care in Children: Toothpaste and toothbrushing data from NHANES showed that 8 of 10 children ages 3-15 started brushing later than recommended and that 3 out of 10 children ages 3-15 years old brushed their teeth only once a day.

These are just a few examples of how survey findings have been used. Results of NHANES benefit people in the United States in important ways. With reliable health data of the population, government agencies and private sector organizations can establish policies and plan research, education, and health promotion programs.

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For more information about the National Center for Health Statistics, contact:

National Center for Health Statistics Information Dissemination Staff  
3311 Toledo Road,  
MS-P08 Hyattsville, MD 20782-2064

Telephone: [1-800-232-4636](tel:1-800-232-4636)  
E-mail: [cdcinfo@cdc.gov](mailto:cdcinfo@cdc.gov)  
Internet: <http://www.cdc.gov/nchs>

For more information about the National Health and Nutrition Examination Survey, you may visit the NHANES website at: [www.cdc.gov/NHANES](http://www.cdc.gov/NHANES)

