

AGENDA  
WYOMING PLANNING COMMISSION  
TUESDAY, JUNE 17, 2025  
7:00 P.M.

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

APPROVAL OF AGENDA

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

*This public comment period is reserved for comment on non-public hearing items only. It is important to note this is not an opportunity for dialog or debate, but an opportunity to provide comment to the Planning Commission. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

PUBLIC HEARING

1. Request for a special land use for a Parochial High School at 150 50<sup>th</sup> St SW (Section 25) (West Michigan Lutheran High School, Grace Lutheran Church).
2. Request for a special land use for a Drive-Through at 211 36<sup>th</sup> St SW (Section 13) (AR Engineering, Ignite Credit Union).
3. Request for a rezoning from ER Estate Residential to PUD-4 General Planned District at 3738 52<sup>nd</sup> St SW (Section 32) (Paramount Development Corporation, Virginia L Salmon Trust).

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

4. Learning & Growth

PUBLIC COMMENT

*This public comment period is reserved for any comments. It is important to note this is not an opportunity for dialog or debate, but an opportunity to provide comment to the Planning Commission. Upon approaching the podium, please begin by providing your name and address. There is a 3 minute limit per person.*

ADJOURNMENT

THESE MINUTES ARE SUBJECT TO FORMAL APPROVAL BY THE WYOMING PLANNING COMMISSION AT ITS REGULAR MEETING OF JUNE 17, 2025.

PLANNING COMMISSION  
MEETING MINUTES OF MAY 20, 2025  
CITY COUNCIL CHAMBERS  
CITY OF WYOMING, MICHIGAN

MEMBERS PRESENT: Gilreath-Watts, Hall, Micele, Randall, VanDuren, Zapata

MEMBERS ABSENT: Lamer, Smart, Weller

STAFF PRESENT: Hofert, Director of Community & Economic Development  
Smith, Assistant Director of Community and Economic Development  
Blair, Planner II  
Hyble, Planner I  
Zuniga, Recording Secretary

CALL TO ORDER

Chair Micele called the meeting to order at 7:00 PM.

A motion was made by Gilreath-Watts, supported by VanDuren, to excuse Lamer, Smart and Weller.

APPROVAL OF MINUTES

The minutes of April 15, 2025 were approved to stand as read.

APPROVAL OF AGENDA

The agenda was approved to stand as read.

PUBLIC COMMENT ON NON-PUBLIC HEARING AGENDA ITEMS

Micele opened the public comment period for non-public hearing agenda items at 7:01 PM.

There was no public comment, and the public hearing was closed.

AGENDA ITEM NO. 1

Request to amend Zoning Code Sections 90-308 "Designation of front on corner and double

frontage lot”, 90-309 “One single-family dwelling per lot”, 90-312 “Fences, walls and other protective barriers”, 90-328 “Landscaping”, 90-404A “Specific requirements”, 90-409A “Specific requirements”, 90-414A “Specific requirements”, 90-420A “Specific requirements”, 90-426A “Specific requirements”, 90-435A “Specific requirements”, 90-440A “Specific requirements”, 90-2012 “Projecting signs” (Wyoming Planning Staff)

Hyble explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links.

**PURPOSE FOR ZONING ORDINANCE AMENDMENTS:**

City staff is recommending updating the following sections for the following reasons:

*Clarification of Front Lot Designation (Section 90-308)*

This change clarifies the responsibility of designating the front of lots as the City Planner or their designee, instead of the building inspector. The City Planner typically determines the front lot because they are closely involved with planning and zoning requirements before buildings are constructed.

*References To Outdated Links (Sections 90-309, 90-328, 90-404A, 90-409A, 90-414A, 90-420A, 90-426A, 90-435A, 90-440A)*

There are several existing references in the zoning code that link to an incorrect section or a section that no longer exists in the zoning code. These dead links can cause confusion among residents and developers when the code references something that is either irrelevant or cannot be found. For example, Section 90-328 “Landscaping” includes verbiage that references landscaping plan requirements in Section 90-1003, which is incorrect. This reference as well as other dead links are proposed to be corrected.

*Fences, walls and other protective barriers (Section 90-312)*

This proposed change clarifies the current interpretation by removing the word “required” for front yard fence height restrictions. The word usually indicates required setbacks are being referenced, which would restrict fence heights to front yard setbacks. Instead, fence height requirements change at the house or primary structure, which is more rational and the traditional application of the code.

*Sign Illumination Clarification (Section 90-2012)*

Two changes are proposed for this section. The first change spells the word “securely” correctly under subsection 1.0(D). The second change clarifies subsection 5.0 that currently both allows and prohibits internally illuminated signs. Staff proposes removing the provision that prohibits internally illuminated signs, as it conflicts with the previous provision that allows it. This change creates harmony within this section and aligns with illumination standards found in Section 90-705(5).

Hyble said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-308, 90-309, 90-312, 90-328, 90-404A, 90-409A, 90-

414A, 90-420A, 90-426A 90-435A, 90-440A, 90-2012 and recommend the same to City Council.

Micele opened the Public Hearing at 7:05PM. There was no public comment, and the hearing was closed.

A motion was made by Hall, supported by Randall to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

## AGENDA ITEM NO. 2

Request to amend Zoning Code Sections 90-205 “Definitions E”, 90-219 “Definitions S”, 90-335 “Assembly Use Security Plan Guidelines”, 90-408B “Permitted Uses After Special Approval”, Table 90-600 “Required Minimum Number of Parking Spaces by Use”, 90-1200 “Applicability”, 90-1314 “Security and Crowd Management Plan Guidelines”, 90-1406 “Corridor Center Area (CC)”, 90-1407 “Corridor Urban Area (CU)”, 90-1408 “Corridor General Area (CG)”, 90-1409 “Corridor Suburban Area (CS)”, 90-1410 “Corridor Edge Area (CE)”, 90-1411 “Corridor Neighborhood Area (CN)”, 90-2100 “Applicability”

Blair explained that from time to time, it is necessary for the Planning Staff to review the zoning ordinance for any additions, deletions, or corrections that may be necessary to maintain the spirit and intent of the document. These recommended amendments are clerical in nature, seeking to update definitions, clarify use types, and remove clerical errors, antiquated terms, and dead links

### **PURPOSE FOR ZONING ORDINANCE AMENDMENTS:**

City staff is recommending updating the following sections for the following reasons:

#### *Additional Definitions for Clarity. (Sections 90-205, 90-219, 90-2100)*

These changes create definitions for additional uses and guidelines that are also being added (i.e. 90-335, 90-1314). Definitions of “Event Center” and “Security and Crowd Management Plan” are being added to the Euclidian Code as well as the Form Based Code, and a definition for “Convention Center” is being added to the Form Based Code only.

#### *Guidelines for Event Centers, Convention Centers, Nightclubs, and the like. (Sections 90-335 & 90-1314)*

This change adds guidelines for security and crowd management at new developments that are expected to have large gatherings of people. These guidelines include which uses are required to submit security/crowd management plans, what elements are expected to be addressed, as well as who is responsible for reviewing and approving plans. The goal of this amendment is to provide guidance for existing and proposed event centers, banquet halls, nightclubs and similar uses as they continue to hold events within the city. This is important as it will ensure that the uses that fall into this category will safely integrate into surrounding commercial districts. In addition, by providing a list of the uses most likely to cause these concerns, it will



help developers and City Staff to communicate more clearly about the expectations for large events. The ordinance also identifies the City Planner as the person who has discretion in requiring this from any similar use not specifically listed, while providing the opportunity for Public Safety to also weigh in on the extent of the requirements around security personnel. For this amendment, there are two sections to be added: a General Requirement within the Euclidian Code and a General Requirement within the Form Based Code.

*Updating Parking Requirement Language. (Section 90-600 Table)*

This change updates the parking requirements in 90-600 to reflect new terminology that is being added and has been added in recent updates. This includes the removal of the term “Assembly Hall”, changing “Banquet Hall” to “Event Center”, changing “Tavern” to “Bar” and adding the term “Dancehall” to an existing list to clarify parking requirements.

*Assembly Hall to Event Center Update. (Sections 90-408B, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411)*

This change replaces the recently added term “Assembly Hall” with “Event Center” in tandem with a clearer definition of “Event Center.” Previously, the Planning Commission and City Council approved a text amendment regarding the separation of “Places of Worship” and “Assembly Halls,” creating a distinct difference between religious and secular assembly uses. However, since this change, it has been noted that the broad use of the term “Assembly Hall” has caused some confusion amongst residents and developers. In an effort to make the intent of the original change clearer, staff recommends altering the verbiage and adding a new definition. These changes apply to the B-2 business district as well as the various Form Based Code.

*Updated Development Requirements for the Form Based Code. (Sections 90-1200)*

This change clarifies that it is the City Planner who determines what constitutes a “substantial impact to parking requirement.” This removes uncertainty for developers as they propose new plans within the Form Based Code.

Blair said The Development Review Team recommends that Planning Commission adopt the proposed text amendments to Sections 90-205, 90-219, 90-335, 90-408B, 90-600, 90-1200, 90-1314, 90-1406, 90-1407, 90-1408, 90-1409, 90-1410, 90-1411, and 90-2100 and recommend the same to City Council.

Micele opened the public hearing at 7:13PM. There was no public comment, and the hearing was closed.

A motion was made by Gilreath-Watts, supported by Zapata to approve the zoning code amendments and recommend the same to City Council.

A vote on the motion passed unanimously.

OLD BUSINESS

NEW BUSINESS

INFORMATIONAL

Learning & Growth

PUBLIC COMMENT

Micele opened the public hearing at 7:15PM. There was no public comment and the hearing was closed.

ADJOURNMENT

The meeting was adjourned at 7:15 PM.

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Audrey Zapata, Secretary  
Wyoming Planning Commission

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Rose Zuniga, Recording Secretary  
Wyoming Planning Commission

WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 1

**DATE DISTRIBUTED:** June 10, 2025

**PLANNING COMMISSION DATE:** June 17, 2025

**ACTION REQUESTED:** Request for Special Land Use for a Parochial High School

**REQUESTED BY:** West Michigan Lutheran High School, Grace Lutheran Church

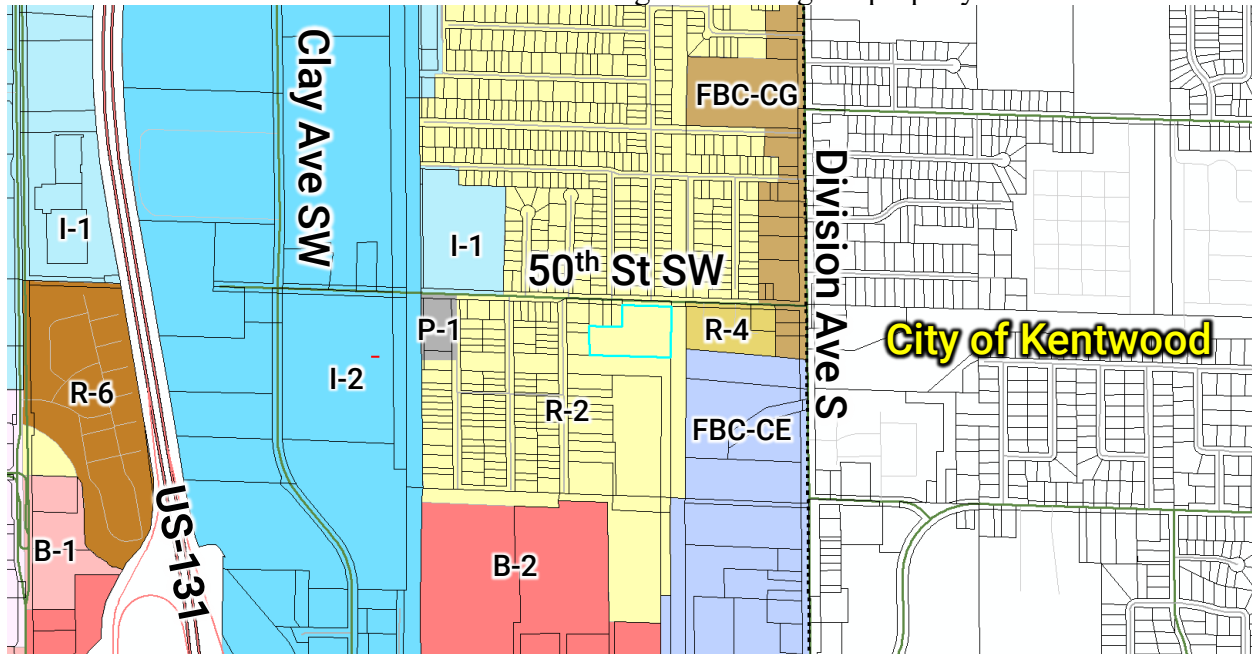
**REPORT PREPARED BY:** Colton Hyble, Planner I

**GENERAL LOCATION DESCRIPTION:**

The property is located at 150 50<sup>th</sup> Street SW. The property is approximately 3.63 acres and is located along 50<sup>th</sup> Street SW, southwest of the intersection of 50<sup>th</sup> Street SW and Division Avenue S.

**EXISTING ZONING CHARACTERISTICS:**

This site is zoned R-2 Residential District. Zoning surrounding the property follows:



North: R-2 Residential District, Form Based Code: Corridor General

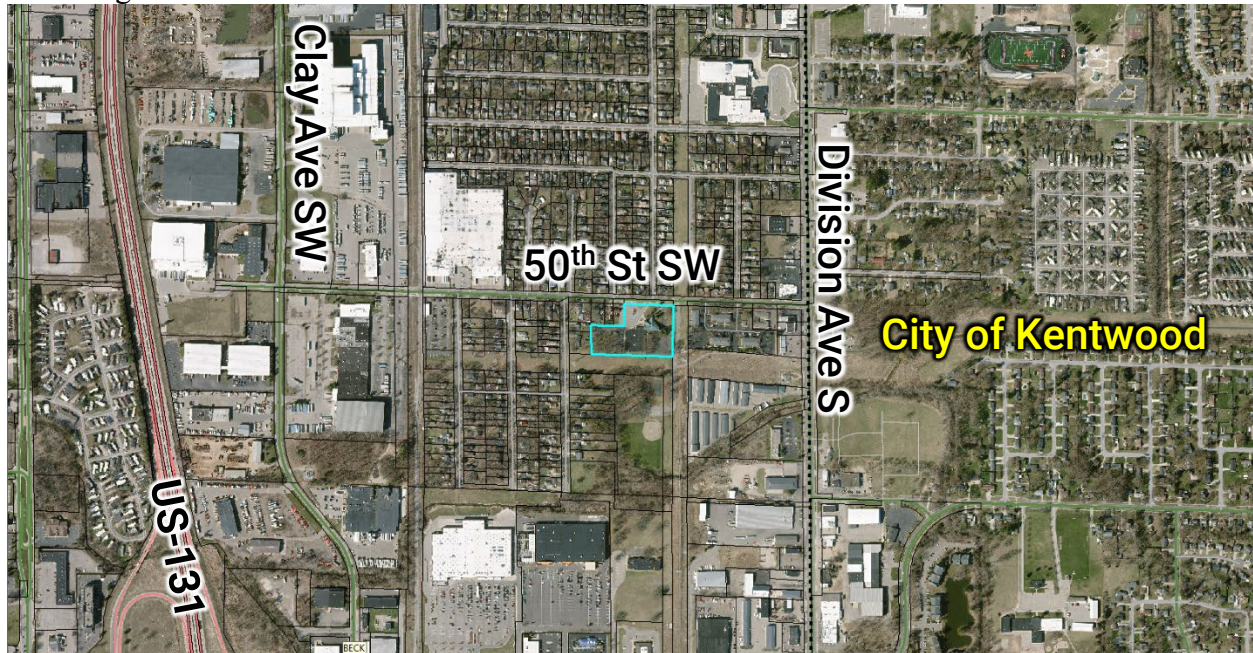
South: R-2 Residential District, B-2 General Business District, Form Based Code: Corridor Edge

East: R-4 Residential District, Form Based Code: Corridor General, Corridor Edge, *City of Kentwood*

West: R-2 Residential District, P-1 Vehicular Parking District, I-1 Light Industrial District, I-2 General Industrial District, R-6 Residential District, B-1 Local Business District

**EXISTING LAND USE:**

The site currently has two buildings within the 3.63 acre parcel. Uses surrounding the site are the following:



North: Residential – Single Family, Education, Commercial: Grocery

South: Residential – Public Park, Single Family, Commercial – Retail, Business Recreation, Office, Contractor

East: Residential – Multi-Family, Single Family, Commercial – Contractor, Storage Facility

West: Residential – Single Family, Commercial – Retail, Grocery, Industrial – Distribution, Truck and Trailer Dealership, Manufacturing, Athletic Training Facility

**PROJECT INFORMATION:**

The applicant is proposing a parochial high school, West Michigan Lutheran High School, to be located within the Grace Lutheran Church building at 150 50<sup>th</sup> Street SW. This use will be featured in addition to the existing place of worship use, as the applicant proposes to utilize limited portions of the main building. Seven classroom-style rooms and the fellowship hall area within the main building will be dedicated to West Michigan Lutheran High School during the weekdays, with any other school-related events being coordinated with Grace Lutheran Church. The high school currently exists in Wyoming with a total of 16-20 students and 8 staff members, and it desires to switch locations to better fit its needs for the 2025-2026 academic year. No construction, demolition, or changes are proposed at 150 50<sup>th</sup> Street SW to accommodate this use.

## CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-507(3) establishes general review standards for special approval uses:

*(a) The possible substantial and permanent adverse effect on neighboring property.*

Due to the size of the proposed high school and the nature of its operation, staff does not expect negative impacts to neighboring property. Nearly all activities of a high school are maintained indoors, and the high school does not require playground space or sports facilities outdoors. Additionally, West Michigan Lutheran High School has been in Wyoming since 2009, and there have been no code enforcement issues at their previous location for loud or disruptive activities during its time there.

*(b) The consistency with the spirit, purpose and intent of this chapter.*

The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101.

*(c) The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*

A high school of this size does not require bus transportation to pick up and drop off students, and the applicant expects a total of 13-15 vehicles entering and exiting the location during normal school hours. This low volume is not expected to create street congestion or negatively impact traffic.

*(d) The tendency of the proposed use to create any type of blight within the immediate area.*

Educational facilities rarely create blight, and the presence of maintained school buildings typically enhances the neighborhood. Staff expects this building to continue to be well maintained in the future.

*(e) The economic feasibility for the area.*

This use is feasible, as shown by its presence in the greater metropolitan area since 2004. By joining a building with excess space and a church body of the same denomination, the opportunity for shared resources and community is expected to benefit both West Michigan Lutheran High School and Grace Lutheran Church as a whole.

*(f) Any other factor as may relate to the public health, safety and welfare for persons and property.*

There are no concerns for the public health, safety, and welfare for this use. Educational facilities like these are also regulated by the State Fire Marshal and Michigan Department of Education.

- (g) *That all other provisions of this chapter are met for the proposed use.*

Section 90-508 outlines various requirements for high school institutions. The site abuts a major thoroughfare, and the school's drop-off location is distanced from the street right-of-way. The site's location and design meet requirements that minimize impact on neighboring properties.

The minimum lot area requirement of 10 acres for a high school use is not met, which was originally intended for the development of new school buildings in greenfields. Many existing schools in Wyoming do not meet this requirement. Due to the size of the school, the limited applicability of the zoning code to non-profit schools, and the intent of the code, staff is confident the 3.63 acre parcel is sufficient for the use.

Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The site plan submitted for this project contains the appropriate level of detail to understand the site and proposed use.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

No changes are being proposed to the existing structure, and there are no requirements for this standard.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

There is existing screening on the site that satisfies the privacy requirement for nearby single family houses that are not associated with the property. The house located directly to the northwest of the property at 158 50<sup>th</sup> Street SW is owned by Grace Lutheran Church and operates as a rental.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

Since no redevelopment is being proposed to the site, there are no additional requirements for the preservation of natural areas. All existing landscaping will remain on site.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

This requirement is met, as confirmed by the City's Engineering office.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*

This requirement is met, as confirmed by the City's Engineering office. The applicant is not proposing any building additions or demolition.

- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*

Three points of ingress/egress are provided to the main building from 50<sup>th</sup> Street SW, with a fourth point of access provided through the parcel to the northwest at 158 50<sup>th</sup> Street SW. The three major access points feed into two separate parking lots that provide access to the building on the eastern and western sides.

- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*

The existing site layout meets emergency vehicle access, per the Wyoming Fire Marshal. Fire Lane Signage and Knox Box access are required.

- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*

Existing two-way traffic is provided throughout the site and meets the requirements of this section. Parking allocated to this use will be on the westernmost portion of the site.

- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*

Pedestrian circulation is found on the western side of the main building, which connects to the right of way sidewalk path and the southernmost parking lot. These paths maintain reasonable separation from the vehicular circulation system.

- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*

The City's Engineering office has no concerns with the site's traffic impact and location within a residential area.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

The site is currently served by public utilities in the main building.

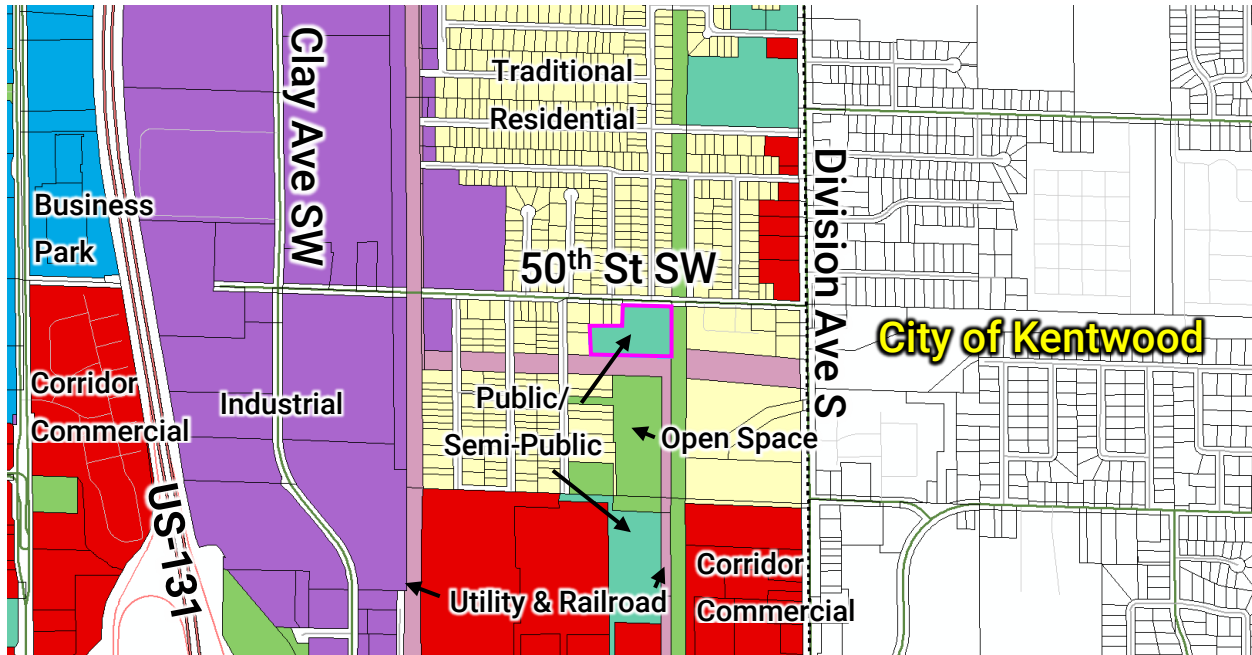
- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

No redevelopment of the existing site is proposed, and there are no requirements for this reviewing standard.



**ALIGNMENT WITH MASTER PLAN:**

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Public/Semi-Public. This category includes educational, institutional, religious, and governmental uses. These uses are recommended to be preserved, due to the valued community services they provide. West Michigan Lutheran High School's use aligns directly with the uses mentioned in the master plan by offering a parochial education service in the area.



**CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed use provides a valuable educational type to the community and proposes utilizing vacant space within an existing building to do so. This promotes economic strength through the continued operation of the school and contributes Wyoming's diverse educational opportunities.

**RECOMMENDED CONDITIONS TO APPROVAL**

1. The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
  - a) Provide fire lane signage as required by Fire Marshal office.
  - b) Provide Knox Box for fire access to building.
  - c) Must meet all fire codes through full plan review process.
2. The applicant shall work with the Wyoming Planning Office to address all comments noted in their review:
  - a) All signage must comply with Article 7 of the City's Zoning Ordinance.

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant special use approval for a parochial high school at 150 50<sup>th</sup> Street SW and, in a separate motion, grant site plan approval, subject to conditions 1-2.

**DEVELOPMENT REVIEW TEAM:**

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development



# West Michigan Lutheran High School

601 36<sup>th</sup> St. SW • Wyoming, MI 49509  
616-455-2200 • 616-455-2211 (fax) • [www.wmlhs.org](http://www.wmlhs.org)

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Date: May 6, 2025

Project Narrative for West Michigan Lutheran High School move to Grace Lutheran Church:

West Michigan Lutheran High School (WML) started in 2004 at St. Mark Lutheran Church (1934 52nd St SE Kentwood). After five years in that location, WML purchased the former Calvin Christian school building (601 36th St SW, Wyoming). WML shared a building with AnchorPoint Christian and sold them the building in 2023. Now in 2025, WML plans to move to Grace Lutheran Church (150 50th St SW, Wyoming). There are no adjustments or additions being added to the current Grace building. This new location will be a better fit for the high school and will comfortably accommodate the school needs.

WML will move with their 16-20 students made up of 10 families and 3 full time staff, 1 administrative assistant, and 4 part time staff for the 2025-2026 school year. The school year begins August 21, 2025. Seven faculty members and 4-6 students will drive but the part time staff will only be on campus on certain days and times. This means that 13-15 vehicles from the high school will be in the parking lot during the school day. There will be NO buses for the students, just parent drop off. The school days run from 8:00am-3:15pm and the school calendar has Christmas and Spring Breaks similar to public schools in the area.

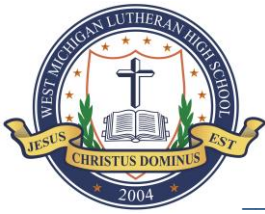
WML will be in the 5 main classrooms at Grace Lutheran, 2 smaller Sunday school rooms, and the main Fellowship Hall room. These spaces will be used throughout the day with students spread out amongst the rooms for classes. No classes will be fully held outside so there will be minimal noise from the school. No playground is needed. The most noise will come from drop-offs and pickup but that too will be minimal vehicle noise as most students carpool. There are only 5 cars that drop off students each morning. All after-hour events will be coordinated with Grace Lutheran Church so that the building will only be used by one or the other in the evenings.

Grace Lutheran operates mainly on Sunday mornings with some midweek evening services. During their weekday operations, there are 2 part time administrative assistants, 1 custodian, and 1 pastor on campus. This will add 4 vehicles to the parking lot area. Their hours of operation are M-F 9-3 PM and Sundays 8-12PM. For Sunday service, Grace has an average of 91 members that attend. This includes children and spouses. There are roughly 50 vehicles in the parking lot on Sunday during the church service. West Michigan Lutheran High School will not have any vehicles in the lot on weekends.

**"To nurture and prepare students for Christ-centered lives."**

*West Michigan Lutheran High School admits students of any  
race, color and national or ethnic origin.*





# West Michigan Lutheran High School

601 36<sup>th</sup> St. SW • Wyoming, MI 49509  
616-455-2200 • 616-455-2211 (fax) • [www.wmlhs.org](http://www.wmlhs.org)

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There are various midweek morning/afternoon group meetings (Quilting, Griefshare, Bible Study) with each group containing 3-8 members. These meetings are scheduled with the church and will be held in various locations not associated with WML. Some of these groups have married spouses so roughly 5 additional cars will be in the lot once or twice a month.

WML staff and students will park in the lot to the furthest West of the building leaving the front lot for church staff and group members. Besides staff, this lot near 50<sup>th</sup> Street and the sanctuary entrance will not be used by the church during the week unless a funeral service is held. Those happen roughly 3-5 times a year. WML may use the secondary Eastern driveway entrance and parking lot on the east side of the building as needed for larger funerals.

During an evening event such as a Band Concert, there are currently a total of 10 families that send their students to West Michigan Lutheran High School that may attend and many of them will not drive separately from their students. As far as a community-wide event, the total number of parking spaces at Grace is similar to the current parking lot that is being used for our community-wide events at the 36<sup>th</sup> Street location. The most parking needed for those events is 60 spaces. The parking lot at Grace Lutheran Church will be more than sufficient to handle the largest event that WML may have at the Grace Location.

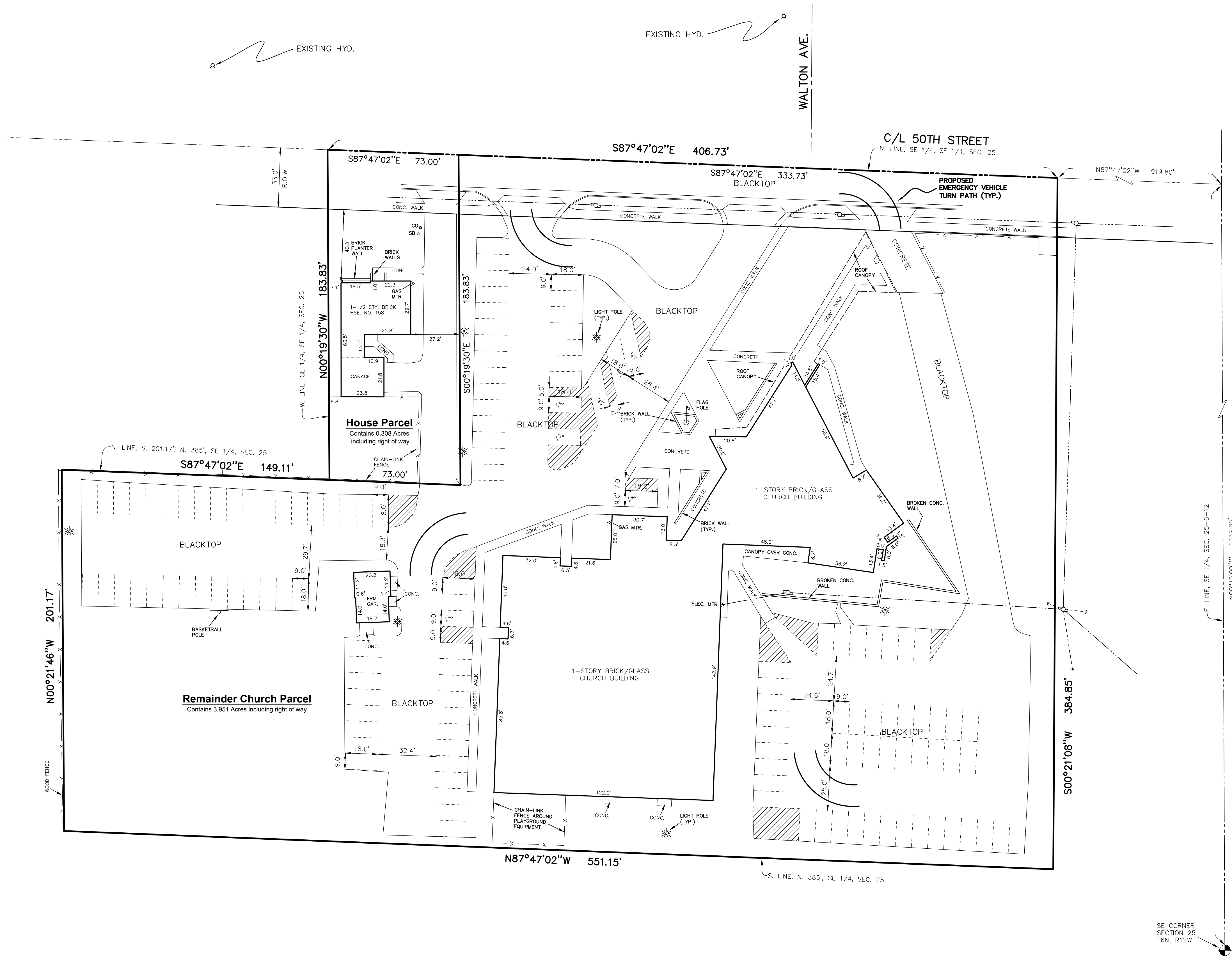
The previous Grace New Beginnings preschool signs will be transitioned over to West Michigan Lutheran High School signs. No new signs will be added to the main property. The insert to the current Grace New Beginnings preschool will be replaced with a WML sign from Sign Works (who originally created the current sign). The sign size and shape will not be adjusted.

Traffic flow for student drop-offs will be cars entering from the 50<sup>th</sup> Street West main drive circling toward the front of the building to unload students and exiting through the East 50<sup>th</sup> Street drive. The third drive (furthest East past the building) will only be used as needed but not for drop-off or pick-up.

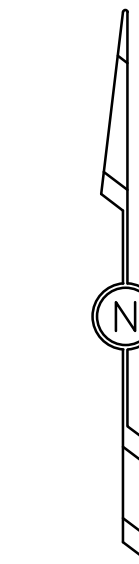
**“To nurture and prepare students for Christ-centered lives.”**

*West Michigan Lutheran High School admits students of any  
race, color and national or ethnic origin.*





- SITE DESCRIPTION
- 1) PARKING:  
132 SPACES (INCLUDING 7 BARRIER FREE)
  - 2) BUILDING USE:  
5618 SF WILL BE USED BY WEST MICHIGAN LUTHERAN, THE REMAINDER  
WILL BE USED BY GRACE LUTHERAN CHURCH



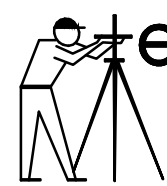
SCALE: 1" = 30'

- = UTILITY POLE & GUY WIRE
- = LIGHT POLE
- = CLEANOUT
- = STOP BOX
- = FENCE LINE
- = OVERHEAD WIRES

### SKETCH PLAN

FOR: GRACE LUTHERAN CHURCH & WM LUTHERAN RE: 150 - 50TH ST. SW  
ATTN: TOM HOFFMAN  
150 - 50TH ST. SW  
WYOMING, MI 49548  
IN: PART OF THE SE 1/4, SECTION 25, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

| REVISIONS: |  |
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| DRAWN BY:    | JJS        | FILE NO.: | S151958 |
| APPROVED BY: |            | SHEET     | 1 OF 1  |
| DATE:        | 05/12/2025 |           |         |



WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 2

**DATE DISTRIBUTED:** June 10, 2025

**PLANNING COMMISSION DATE:** June 17, 2025

**ACTION REQUESTED:** Request for Special Land Use for a Drive-Through

**REQUESTED BY:** AR Engineering, Ignite Credit Union

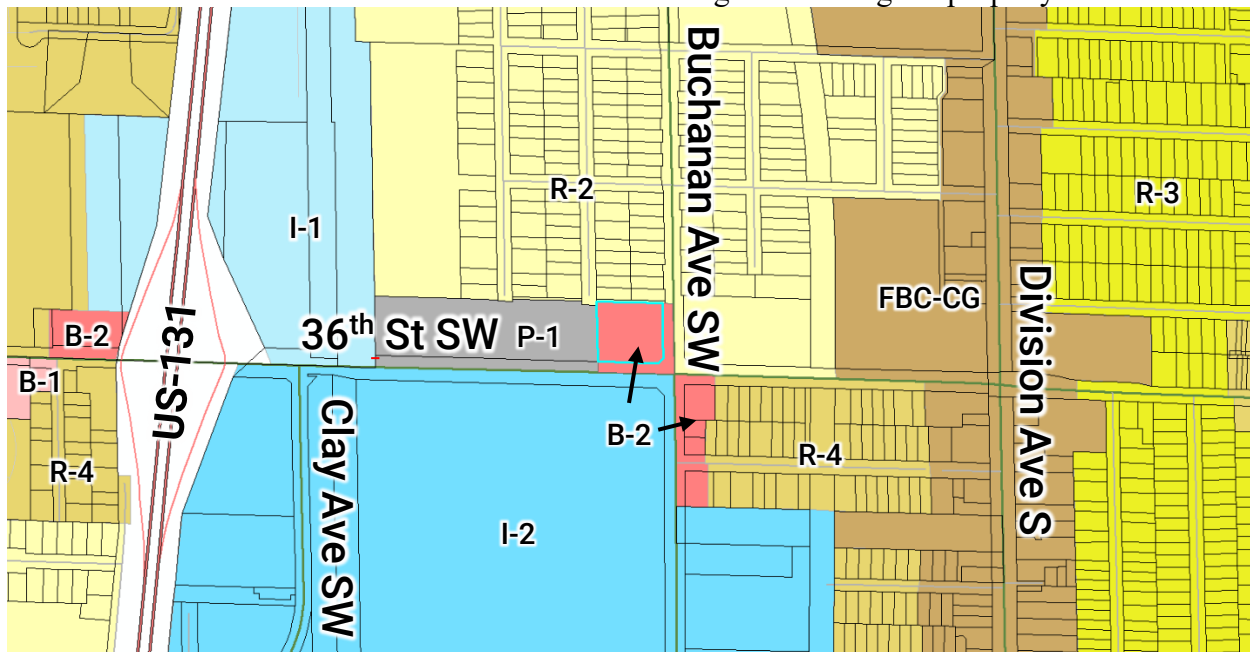
**REPORT PREPARED BY:** Joe Blair, Planner II

**GENERAL LOCATION DESCRIPTION:**

The property is located at 211 36<sup>th</sup> Street SW. The property is approximately 1.49 acres and is located along 36<sup>th</sup> Street SW, northwest of the intersection of 36<sup>th</sup> Street SW and Buchanan Avenue SW.

**EXISTING ZONING CHARACTERISTICS:**

This site is zoned B-2 General Business District. Zoning surrounding the property follows:



North: R-2 Residential District

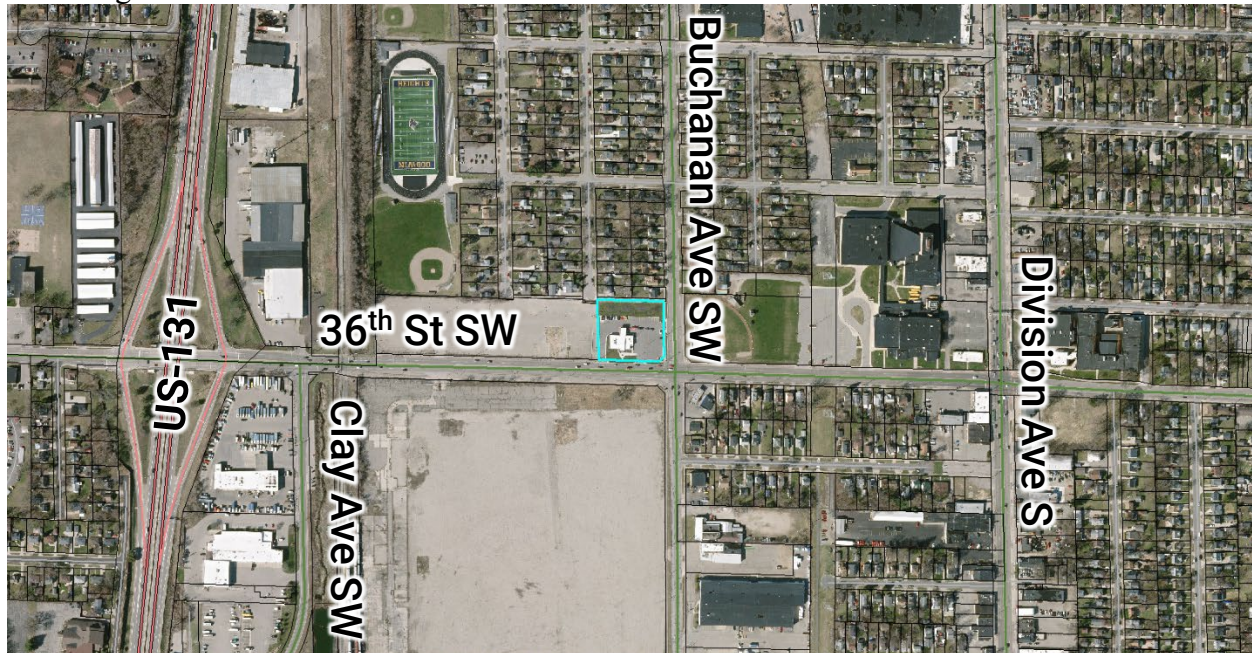
South: I-2 General Industrial District, B-2 General Business District

East: R-2 Residential District, R-3 Residential District, R-4 Residential District, B-2 General Business District, FBC Form Based Code: Corridor General

West: P-1 Vehicular Parking District, I-1 Light Industrial District, I-2 General Industrial District, B-2 General Business District, B-1 Local Business District, R-4 Residential District

**EXISTING LAND USE:**

The site currently has one building within the 1.49 acre parcel. Uses surrounding the site are the following:



North: Residential – Single Family, Education, Commercial – Grocery, Retail

South: Industrial – Manufacturing, Distribution, Contractor, Trucking, Commercial – Automotive Repair, Gas Station

East: Residential – Single Family, Education, Place of Worship, Commercial – Restaurant, Florist, Personal Services, Retail, Automotive Sales, Contractor

West: Public – Marketplace, Industrial – Truck Rental, Manufacturing, Equipment Supplier, Athletic Training Facility, Residential – Single Family, Multi-Family, Education

**PROJECT INFORMATION:**

The applicant is proposing to tear down the existing Rivertown Credit Union building and replace it with an 8,040 square foot multi-tenant structure on the same site. This structure would have the existing credit union as the eastern-most tenant space, with two drive-up ITM islands in the rear of the site. The remainder of the tenant space, while shown in the site plan as subdivided, has not been allocated to any specific uses at this time. However, the applicant is requesting special use permission for additional drive-through use along the western portion of the building, for a potential restaurant tenant. The site includes 46 spaces for the new potential tenants and the credit union, as well as three potential areas of ingress and egress. The applicant is also proposing updated landscaping along Buchanan and 36<sup>th</sup> St, as well as to the rear of the site along the pedestrian walkway.

## CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-507(3) establishes general review standards for special approval uses:

- (a) *The possible substantial and permanent adverse effect on neighboring property.*  
This development is unlikely to create substantial and permanent adverse effects on the neighboring property. The redevelopment of this site is likely to enhance the surrounding neighborhood and commercial corridor to the east. This standard is met.
- (b) *The consistency with the spirit, purpose and intent of this chapter.*  
The proposed use would be consistent with the overall purpose of the zoning ordinance, as stated in Section 90-101. This standard is met.
- (c) *The possible adverse effect upon traffic as related to the streets, churches, schools and any buildings within the immediate area.*  
The proposed project will not have an adverse effect upon traffic, as identified by the Wyoming Engineering Office. No traffic impact analysis was necessary for the redevelopment. This standard is met.
- (d) *The tendency of the proposed use to create any type of blight within the immediate area.*  
The redevelopment of this property would have a positive impact on the surrounding neighborhood through the expansion of service and other commercial uses which would boost economic growth and would likely reduce blight as a result. This standard it met.
- (e) *The economic feasibility for the area.*  
This area has multiple retail and commercial uses within a quarter mile, making this redevelopment an extension of an existing commercial corridor. In addition, the redevelopment would likely be a source of economic growth. Recent improvement of a public gathering space, new employment centers, and proximity to an existing commercial corridor are likely to increase foot traffic to the new retail and service uses proposed. This standard is met.
- (f) *Any other factor as may relate to the public health, safety and welfare for persons and property.*  
The redevelopment is unlikely to have negative effects on public health, safety, and welfare. New retail, restaurant, and service uses would likely have a positive effect on public health and welfare through increased services and economic development.
- (g) *That all other provisions of this chapter are met for the proposed use.*  
There are no further provisions of this chapter. However, provisions regarding stacking spaces (existing in Table 90-600) have been met; 4 spaces for the financial institution, 5 spaces for the potential drive-through restaurant.



Section 90-505 specifies the standards to apply to site plan review:

- (1) *Adequacy of information. The site plan shall include all required information in sufficiently complete and understandable form to provide an accurate description of the proposed use(s) and structure(s).*

The proposed plan meets all of the requirements for information regarding site plan review. This standard is met.

- (2) *Buildings. Buildings and structures shall meet the minimum dimensional requirements of this article. Redevelopment of nonconforming structures shall bring the site into closer conformity to the extent deemed practical by the review authority. Expansions to nonconforming buildings shall be as provided for in section 90-903.*

The proposed 8,040 square foot building meets the dimensional requirements of this article, and conforms with the B-2 zoning designation that the site was recently rezoned to. This standard is met.

- (3) *Privacy. The site design shall provide reasonable visual and sound privacy for dwelling units located adjacent to the site. Walls, berms, barriers and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of adjacent uses.*

There is an existing 6-foot privacy fence along the rear portion of the property, providing screening to the adjacent residential uses, as required by the zoning code. This standard is met.

- (4) *Preservation of natural areas. The landscape shall be preserved in its natural state, insofar as practicable, by strategic building placement, minimizing tree and soil removal, alteration to the natural drainage courses, and the amount of cutting, filling and grading. Insofar as practical, natural features and the site topography shall be incorporated into the proposed site design.*

This is a previously developed site, and therefore has little to no natural areas to preserve. However, the applicant is proposing street trees along Buchanan Avenue and 36<sup>th</sup> Street, in accordance with landscaping requirements in 90-328. This standard is met.

- (5) *Drainage. Stormwater management system and facilities shall preserve natural drainage characteristics and enhance the aesthetics of the site to the maximum extent possible, and shall not substantially reduce or increase the natural retention or storage capacity of any wetland, water body, or watercourse, or cause alterations which could increase flooding or water pollution on or off the site.*

The applicant will work with the Wyoming Engineering Office to ensure proper stormwater management is provided as construction proceeds. The Engineering Office confirms that this standard will be met.

- (6) *Soil erosion. Measures are included to prevent soil erosion and sedimentation.*

The Wyoming Engineering Office is satisfied with the applicant's soil erosion plan as presented. This standard is met.

- (7) *Ingress and egress. Every structure and dwelling unit shall be provided with adequate means of ingress and egress via public streets and walkways. Access to the site shall be located and designed to ensure minimal impact on the safety and efficiency of traffic flow along all adjoining roadways. All access points shall comply with the access management requirements of section 90-603.*

The proposed plan provides three points of ingress and egress; two on 36<sup>th</sup> Street and one off of Buchanan Avenue. These meet minimum requirements for width and clear vision corners, which are observed and unobstructed. This standard is met.

- (8) *Emergency vehicle access. All buildings and site circulation shall be arranged to permit emergency vehicle access by practicable means to all buildings and areas of the site.*

The Wyoming Fire Department is satisfied with the turning radii and fire access lanes provided. The applicant will continue to work with the Fire Department to meet the requirements of the fire code as construction progresses. This standard will be met.

- (9) *Vehicular circulation layout. The arrangement of public or common ways for vehicular and pedestrian circulation shall respect the pattern of existing or planned streets and pedestrian pathways in the area. Public streets adjacent or through the proposed development shall be required when it is essential to promoting and protecting public health, safety and general welfare and to provide continuity to the public road system.*

The Wyoming Engineering and Planning Offices are satisfied with the circulation design on the plan provided by the applicant. This standard is met.

- (10) *Pedestrian circulation. The site plan shall provide a pedestrian circulation system which is insulated as completely as is reasonably possible from the vehicular circulation system.*

The Wyoming Engineering Office is requesting additional ADA accessible routes from the street sidewalk to the proposed building. The Planning Office is satisfied with the pedestrian circulation around the building and between the building and the existing public walkways. This standard will be met.

- (11) *Traffic impact. The expected volume of traffic to be generated by the proposed use shall not adversely affect existing roads and traffic patterns. Roadway access shall minimize excessive vehicle traffic on local residential streets to reduce the possibility of any adverse effects upon adjacent property. Projects expected to have 50 or more peak hour directional trips or 500 or more vehicle trips daily shall provide a traffic impact study, as outlined in subsection 90-504(3), above.*

The Wyoming Engineering Office has confirmed that the redevelopment will not have a significant adverse effect on traffic nearby. No traffic impact study has been deemed necessary. The Wyoming Engineering Office confirms that this standard is met.

- (12) *Public services. The scale and design of the proposed development shall facilitate the adequate provision of services currently furnished by or that may be required of the city or other public agency including, but not limited to, fire and police protection, stormwater management, sanitary sewage removal and treatment, traffic control and administrative services.*

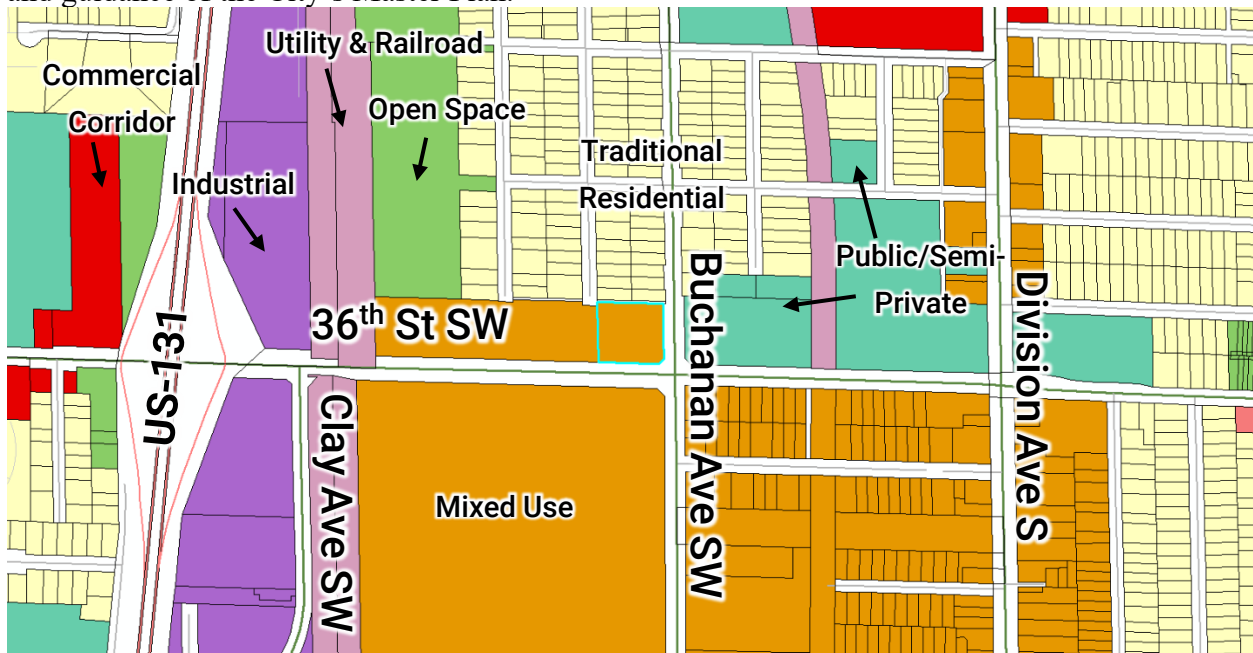
The site currently is being served by public services, and will continue to be served through the redevelopment. The Wyoming Engineering Office is working with the applicant to confirm all redevelopment standards for public services meet requirements. This standard will be met.

- (13) *Site redevelopment. Redevelopment of existing sites shall conform to the site improvement provisions of this article to the extent deemed practical by the reviewing authority. The extent of upgrade to site improvements shall be relative to and proportionate with the extent of redevelopment or expansion in accordance with the nonconforming site requirements of section 90-903.*

The Wyoming Fire Department, Engineering Office, Building Department, Planning Office, and Assessor's Office confirm that all elements of Site Redevelopment are either met or will be met through the conditions laid out in this report.

#### **ALIGNMENT WITH MASTER PLAN:**

The City's Master Plan, Wyoming [re] Imagined was adopted in 2021. The future land use for the site is noted as Mixed Use. Mixed use, either vertical or horizontal, is intended to provide an array of uses, including but not limited to commercial, retail, service, housing, and office uses. The applicant is proposing a mixture of service, retail, and restaurant uses, which meet the intent and guidance of the City's Master Plan.



**CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed development will help to strengthen the local neighborhood by allowing an existing service to grow and by providing new opportunities for new businesses to be built in an underused parking lot rather than expanding into preserved natural areas.

**RECOMMENDED CONDITIONS TO APPROVAL**

1. The applicant shall work with the Wyoming Fire Department to address all comments noted in their review:
  - a) Applicant must provide fire lane signage as required by Fire Marshal office.
  - b) Applicant must provide Knox Box on building for fire access.
  - c) Applicant must meet all fire codes through full plan review process.
2. The applicant shall work with the Wyoming Planning Office to address all comments noted in their review:
  - a) Applicant must follow all Sign Code regulations as outlined in Section 7 of the Zoning Code.
3. The applicant shall work with the Wyoming Engineering Office to address all comments noted in their review:
  - a) Site plan approval is contingent upon finalizing the site plan to satisfy all comments (General, Detailed, and Stormwater comments) required by the City of Wyoming Engineering Department.
  - b) Waterservice shall be copper to the building.
  - c) Determine if a fireline is needed.
  - d) Developer shall provide ADA accessible pedestrian route from the sidewalk to the entrance of the building.
  - e) Provide a minimum depth of cover of 3 feet over storm sewer.
  - f) Provide the following for stormwater calculations:
    - Map of drainage subcatchments.
    - Table detailing subcatchment areas, runoff curve numbers, times of concentration, rainfall intensities, and peak runoff, as well as pipe capacities, flows, and velocities.
  - g) Compare impervious surface area between existing and proposed conditions. Determine whether the impervious surface area has increased. Depending on the new impervious area, additional stormwater requirements may apply.
  - h) Stormwater quality requirements apply. Provide stormwater quality design and completed LGROW spreadsheet.

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant special use approval for a drive-through at 211 36<sup>th</sup> St SW and, in a separate motion, grant site plan approval, subject to conditions 1-3.

**DEVELOPMENT REVIEW TEAM:**

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

# Project Narrative for Rivertown Credit Union

## **Project Narrative:** *Proposed 8040 SF Commercial Modern Strip Mall Development*

This proposal outlines the development of a commercial modern strip mall totaling 8,040 square feet on the existing site of Rivertown Credit Union. The project will transform the current property into a vibrant, multi-tenant retail and service center that enhances the surrounding community's access to goods and services.

The new strip mall will feature four tenant spaces. One of these tenants will be Rivertown Credit Union, which will occupy a portion of the building and include state-of-the-art ITM (Interactive Teller Machine) drive-thrus to serve its clients effectively. Another tenant space is designed with a drive-thru window, making it suitable for a potential restaurant tenant. This configuration offers flexibility for varied commercial uses, catering to diverse business needs and customer preferences.

The site will be comprehensively redeveloped, including the construction of an entirely new building and parking facilities. The parking area will support two-way traffic flow throughout, optimizing accessibility and circulation for vehicles. The design prioritizes convenience and safety, ensuring smooth traffic management while accommodating increased visitor numbers.

This project will enhance the site's functionality and aesthetic appeal, contributing to the local economy by providing updated infrastructure and amenities. Additionally, the development is expected to create six new jobs with potential for more depending on the future tenants, fostering economic growth and opportunity within the community.

Key highlights of the proposal include:

- **Site Address:** Current Rivertown Credit Union site in Wyoming, Michigan.
- **Building Size:** 8,040 square feet with four tenant spaces.
- **Zoning Adjustments:** Transition from "P1" to "B2" zoning to enable the proposed commercial use.
- **Parking:** All-new parking facilities with increased capacity to support the new development.
- **Traffic Flow:** Two-way parking lot traffic to ensure efficient circulation.
- **Tenants:** Rivertown Credit Union with ITM drive-thrus and one restaurant space with a drive-thru and 2 tenants for any commercial use.
- **Community Benefits:** New infrastructure, enhanced services, and job creation.

The development aligns with Wyoming's urban growth and modernization goals while maintaining a practical and community-focused approach. This project is set to be a landmark addition to the neighborhood, fostering accessibility, economic vitality, and convenience.

RIVERTOWN COMMUNITY CREDIT UNION

211 36TH ST SW  
SECTION 12, T.11N, R.11E  
CITY OF WYOMING  
KENT COUNTY, MI

SITE DEVELOPMENT PLANS  
JUNE 09, 2025

ISSUED FOR: CITY REVISIONS

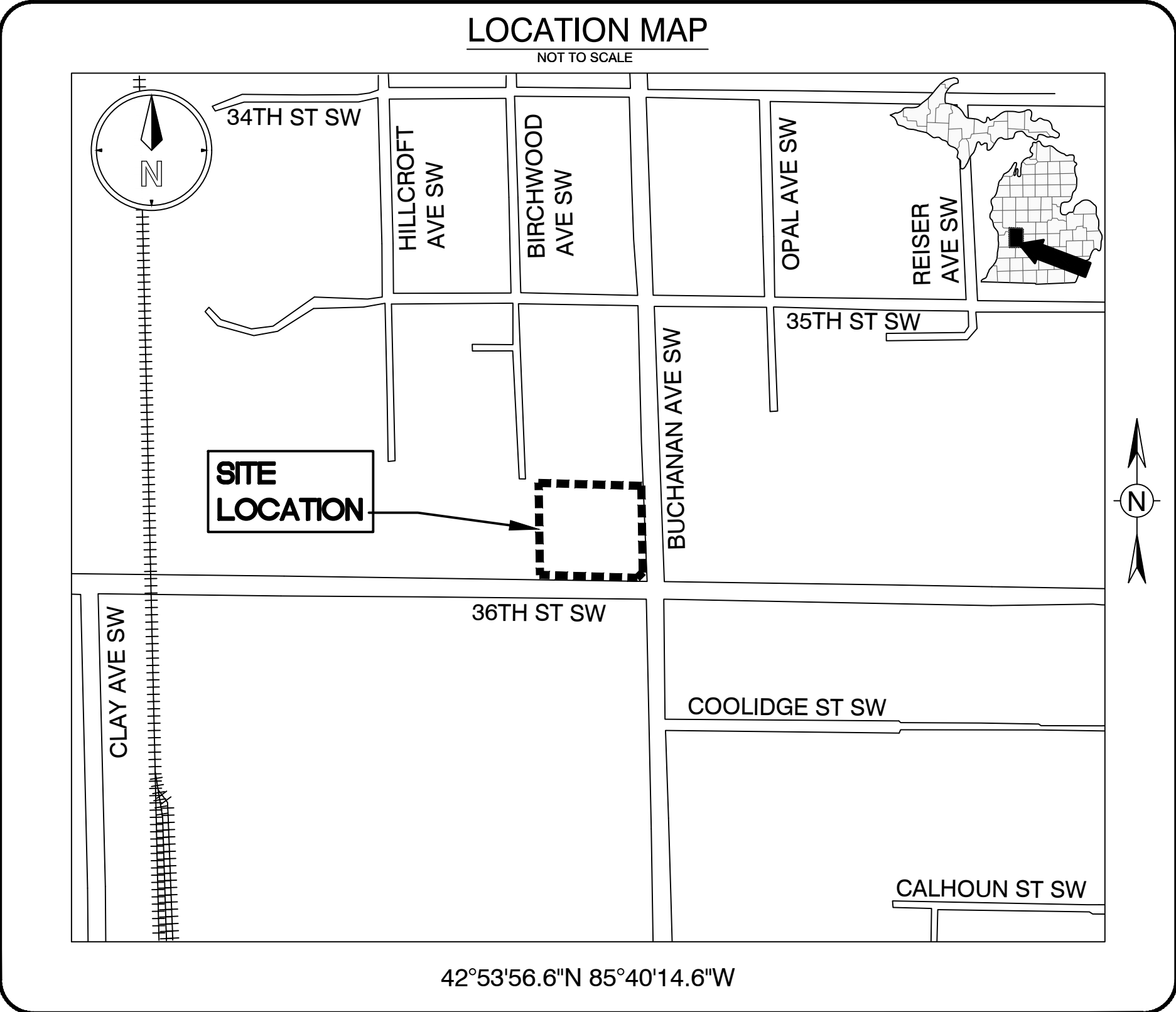
| SHEET INDEX |                                 |
|-------------|---------------------------------|
| No.         | SHEET TITLE                     |
| T1.0        | TITLE SHEET                     |
| C1.0        | EX CONDITIONS - DEMO PLAN       |
| C2.0        | SITE LAYOUT                     |
| C3.0        | UTILITY PLAN                    |
| C4.0        | GRADING - SESC PLAN             |
| C5.0        | DETAILS                         |
| L1.0        | LANDSCAPE PLAN                  |
| T004        | TENANT OCCUPANCY                |
| T005        | AREA PLANS                      |
| A120        | DRIVE THRU RESTAURANT SCHEMATIC |
| A500        | EXTERIOR ELEVATIONS             |
| .           | .                               |

OWNERS:  
RIVERTOWN COMMUNITY FEDERAL CREDIT UNION  
211 36TH ST SW  
WYOMING, MI 49548

CIVIL ENGINEER:  
AR ENGINEERING, LLC.  
5725 VENTURE PARK DRIVE, SUITE A  
KALAMAZOO, MI 49008  
TEL. (269) 250-5991 FAX. (866) 569-0604



ANDREW WOLOSZYK, P.E. DATE



LEGAL DESCRIPTION

PARCEL #: 41-17-13-455-055

411713455055 LOT 833 EX N 9 FT & EX E 12 FT ALSO LOTS 834 & 835 EX E 12 FT ALSO LOTS 842 & 843 ALSO LOT 844 EX N 9 FT ALSO THAT PART OF LOTS 837 THRU 841 INCL LYING N OF N LINE OF 36TH ST /100 FT WIDE/ ALSO LOT 836 LYING N OF N LINE OF 36TH ST & EX E 12 FT \* HOME ACRES NO.2 SPLIT/COMBINED ON 05/18/2016 FROM 41-17-13-455-053;

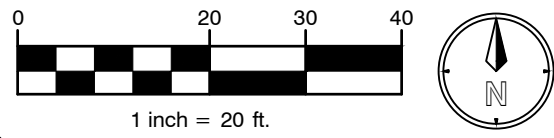
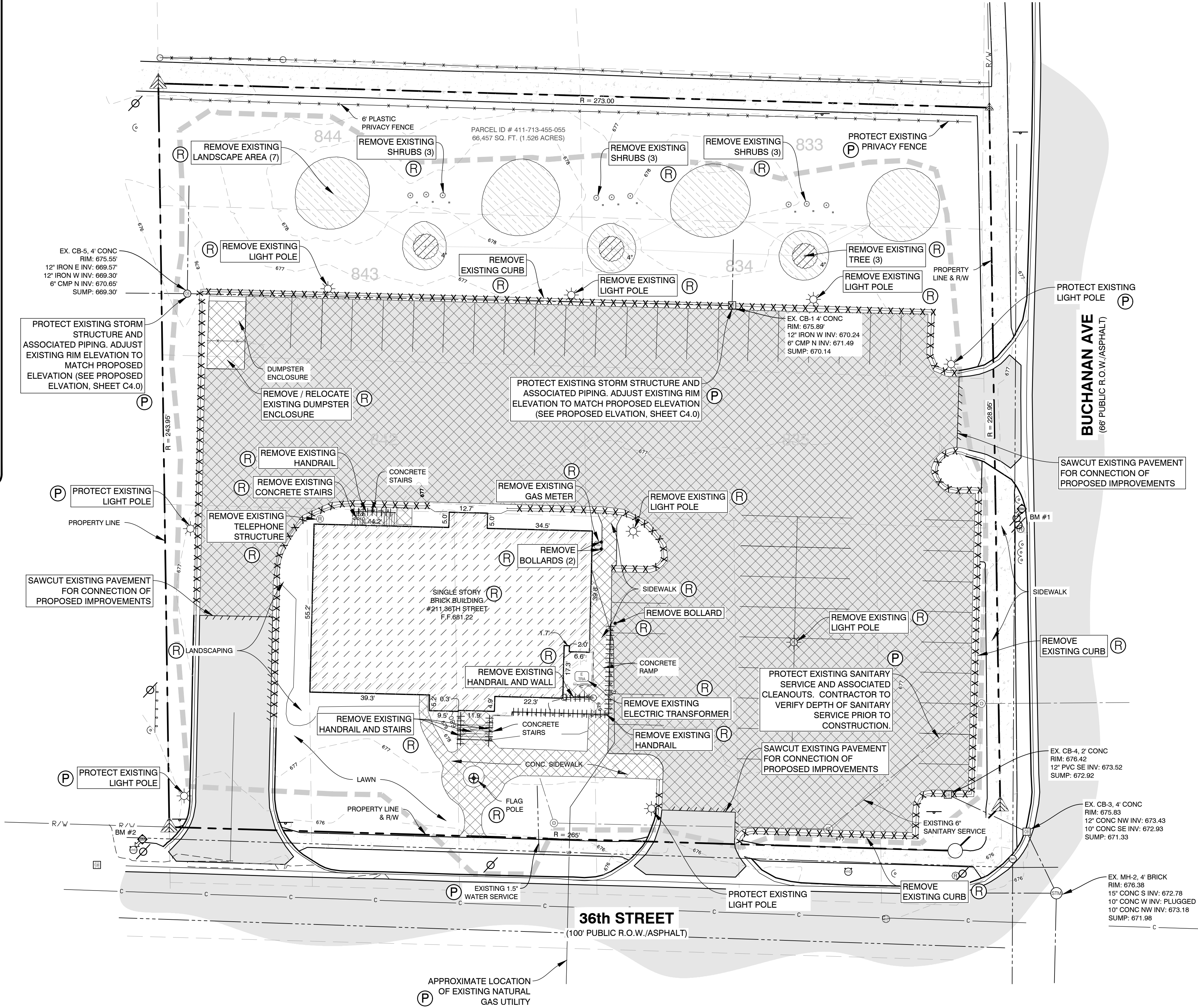
UTILITY CONTACTS

|       |  |           |  |
|-------|--|-----------|--|
| CABLE | COMCAST<br>800-391-3000  | TELEPHONE | AT&T<br>855-505-0076   |
| WATER | CITY OF WYOMING<br>DEPARTMENT OF PUBLIC WORKS<br>DIRECTOR AARON VIS<br>2660 BURLINGAME AVE SW<br>WYOMING, MI 46509<br>616-530-7260 | SEWER     | CITY OF WYOMING<br>DEPARTMENT OF PUBLIC WORKS<br>DIRECTOR AARON VIS<br>2660 BURLINGAME AVE SW<br>WYOMING, MI 46509<br>616-530-7260 |
| GAS   | DTE ENERGY<br>444 WEALTHY ST SW<br>GRAND RAPIDS, MI 49503<br>1-800-477-4747  | ELECTRIC  | CONSUMERS ENERGY<br>4000 CLAY AVE SW<br>GRAND RAPIDS, MI 49548<br>800-805-0490   |
|       |  | MISS DIG  | 811  |



DEMOLITION NOTES

- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT TIME OF CONSTRUCTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, TAP FEES, METER DEPOSITS, PERMANENT UTILITY APPLICATIONS, BONDS, AND OTHER FEES REQUIRED FOR PROPOSED WORK. THIS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO THOSE REQUIRED BY THE CITY OF WYOMING, KENT COUNTY, AND THE STATE OF MICHIGAN.
- CONTACT MISS DIG "811" FOR LOCATION OF UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS BEFORE COMMENCING EXCAVATION WORK. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO ARE NOT PART OF THE "MISS DIG" ALERT SYSTEM. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- DEMOLISH & REMOVE ALL EXISTING SITE FEATURES AS REQUIRED.
- ALL SOIL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO DEMOLITION.
- ALL EXISTING ELEVATIONS ARE TO BE VERIFIED AND ACCEPTED AS SHOWN PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ONTO ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY IF OCCURS.
- ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 15 DAYS OR LONGER MUST BE SEEDED TO ESTABLISH VEGETATION FOR TEMPORARY STABILIZATION. BASINS TO BE SEEDED AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.
- REVIEW ALL THE REMOVALS AND PROTECTIONS WITH OWNER PRIOR TO COMMENCING CONSTRUCTION. INSTALL TEMPORARY SNOW FENCE AROUND ALL TREES REQUIRING PROTECTION. SNOW FENCE SHALL BE PLACED AT EDGE OF DRIP LINE.
- SAWCUT ALL CURB, SIDEWALK, AND PAVEMENTS PRIOR TO REMOVAL. ADDITIONAL SAWCUT MAY BE NECESSARY PRIOR TO REPLACEMENT TO ENSURE CLEAN EDGE.
- ALL REMOVALS SHALL BE TAKEN OFF-SITE AND DISPOSED OF PROPERLY. NO STOCKPILE OR BURNING OF DEBRIS IS ALLOWED.
- ALL REMOVALS SHALL BE TO THE LIMITS INDICATED ABOVE UNLESS OTHERWISE DIRECTED BY THE ENGINEER. UNAUTHORIZED REMOVALS AND SUBSEQUENT REPLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
- REMOVE, STORE, AND RESET ANY EXISTING SIGNS AS DIRECTED BY THE ENGINEER/OWNER.
- REMOVE ALL TREES TO THE CLEARING LIMITS AS SHOWN. REMOVE ALL EXISTING TREES, STUMPS AND BRUSH FROM THE SITE AS NECESSARY TO CONSTRUCT THE IMPROVEMENTS.
- THE CONTRACTOR SHALL DEMOLISH AND REMOVE ANY ITEMS REMAINING FROM THE EXISTING BUILDING, IN ITS ENTIRETY, INCLUDING WALLS, FOUNDATIONS AND FOOTINGS. ALL BUILDING DRAINS AND UTILITY LEADS SHALL BE LOCATED AND PROPERLY PLUGGED. UTILITY LEAD WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.
- BACKFILL EXCAVATED AREAS WITH CLEAN GRANULAR FILL COMPACTED TO 95% OF THE MATERIAL UNIT WEIGHT BY MODIFIED PROCTOR.
- CONTROL SHALL BE MAINTAINED OVER THE SITE AND OPERATION TO ELIMINATE HAZARDS TO THE PUBLIC. NAILS OR OTHER TIRE PUNCTURING ITEMS SHALL NOT BE DROPPED ON STREETS, ALLEYS AND ADJACENT PROPERTY. PUBLIC STREETS, CURBS AND SIDEWALKS SHALL BE PROTECTED FROM DAMAGE. THE PERSON ENGAGED IN THE DEMOLITION WORK SHALL BE LIABLE FOR ANY AND ALL DAMAGE TO CURBS, STREETS, SIDEWALKS AND OTHER PUBLIC OR PRIVATE PROPERTY AND FOR ANY BODILY INJURY OCCURRING AS A RESULT OF THE DEMOLITION WORK.



BENCHMARK INFORMATION

**BM #1**  
ELEV=678.53 (NAVD 88)  
SMAG PP W

**BM #2**  
ELEV=676.62 (NAVD 88)  
NE FLANG BOLT HYD

LEGEND

- PAVEMENT REMOVAL
- LANDSCAPE AREA REMOVAL
- SAWCUT
- CURB & GUTTER REMOVAL
- FENCE/HANDRAIL REMOVAL
- TREE REMOVAL
- REMOVE
- PROTECT
- LIMITS OF CONSTRUCTION
- EXISTING ASPHALT

EXISTING STORM STRUCTURE TABLE

|                         |         |
|-------------------------|---------|
| <b>EX CB-1 4' CONC</b>  |         |
| RIM =                   | 675.89' |
| 12" IRON W INV          | 670.24  |
| 6" CMP N INV            | 671.49  |
| SUMP =                  | 670.14  |
| <b>EX MH-2 4' BRICK</b> |         |
| RIM =                   | 676.38  |
| 15" CONC S INV          | 672.78  |
| 10" CONC W INV          | PLUGGED |
| 10" CONC NW INV         | 673.18  |
| SUMP =                  | 671.98  |
| <b>EX CB-3 4' CONC</b>  |         |
| RIM =                   | 675.83  |
| 12" CONC NW INV         | 673.43  |
| 10" CONC SE INV         | 672.93  |
| SUMP =                  | 671.33  |
| <b>CB-4 2' CONC</b>     |         |
| RIM =                   | 676.42  |
| 12" PVC SE INV          | 673.52  |
| SUMP =                  | 672.92  |
| <b>CB-5 4' CONC</b>     |         |
| RIM =                   | 675.55' |
| 12" IRON E INV          | 669.57' |
| 12" IRON W INV          | 669.30' |
| 6" CMP N INV            | 670.65' |
| SUMP =                  | 669.30' |

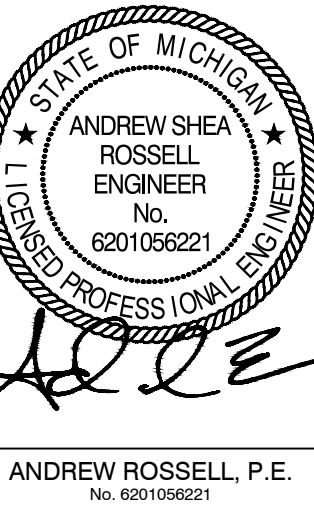


ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA. FIELD WORK PERFORMED BY: AR ENGINEERING

PLANS PREPARED BY:



DRAWN:   
CHECKED:   
TC



| No. | DATE       | BY | ISSUED FOR:      |
|-----|------------|----|------------------|
| 0   | 06/15/2025 | TC | SITE PLAN REVIEW |
| 1   | 06/09/2025 | TC | CITY REVISIONS   |
| 2   |            |    |                  |
| 3   |            |    |                  |
| 4   |            |    |                  |

EX. CONDITIONS - DEMO PLAN  
RIVERTOWN COMMUNITY CREDIT UNION  
DRIVEN DESIGN  
211 36TH STREET  
SECTION 12, T11N, R11E

PROJECT:   
CLIENT:   
SITE ADDRESS:   
SITE SECTION:

JOB NUMBER  
25103005

DATE  
05/15/2025

SHEET NUMBER  
C1.0



PROPERTY INFORMATION:  
PARCEL #S: 41-17-13-455-055

SITE AREA: 66,456 SF (1.53 AC)

OWNER: RIVERTOWN COMMUNITY FEDERAL CREDIT UNION  
211 36TH ST SW  
WYOMING, MI 49548

2. ZONING:  
PROPERTY CURRENTLY ZONED: P-1 PARKING  
PENDING: B2 - GENERAL BUSINESS DISTRICT  
ABUTTING PROPERTY CURRENTLY ZONED:  
NORTH: R2 - RESIDENTIAL DISTRICT  
SOUTH: I2 - GENERAL INDUSTRIAL DISTRICT  
EAST: R2 - RESIDENTIAL DISTRICT  
WEST: P1 - VEHICULAR PARKING DISTRICT

REZONED FROM P1 DISTRICT TO B2 DISTRICT  
PROPOSED LAND USE = CREDIT UNION  
\*PERMITTED USE IN BUSINESS DISTRICT

3. SETBACKS  
FRONT = 25'  
SIDE = NOT REQUIRED [25' SETBACK ALONG BUCHANAN AVE]  
REAR = 30'

4. PARKING:  
REQUIRED  
BANKS AND OTHER FINANCIAL INSTITUTIONS  
1 SPACE FOR EACH 200 SFT. OF GFA FOR THE PUBLIC  
+ 3 SPACES FOR EACH WALKUP ATM  
4 STACKING SPACES FOR EACH DRIVE-UP WINDOW  
2,640 SFT / 200 = 13.2 = 13 SPACES

BUSINESS OFFICES  
1 SPACE FOR EACH 400 SFT OF GFA (NO LESS THAN 5)  
2,640 SFT / 400 = 6.6 = 7 SPACES

STANDARD DRIVE-THRU RESTAURANT  
1.25 SPACES FOR EACH 3 PERSONS OF MAX CAPACITY  
62 PERSONS / 3 \* 1.25 = 25.8 = 26 SPACES

TOTAL REQUIRED SPACES = 46 SPACES

PROPOSED  
PROVIDED STANDARD (9' x 18') SPACES = 44 SPACES  
BARRIER FREE SPACES = 2 SPACES  
TOTAL PROVIDED = 46 SPACES

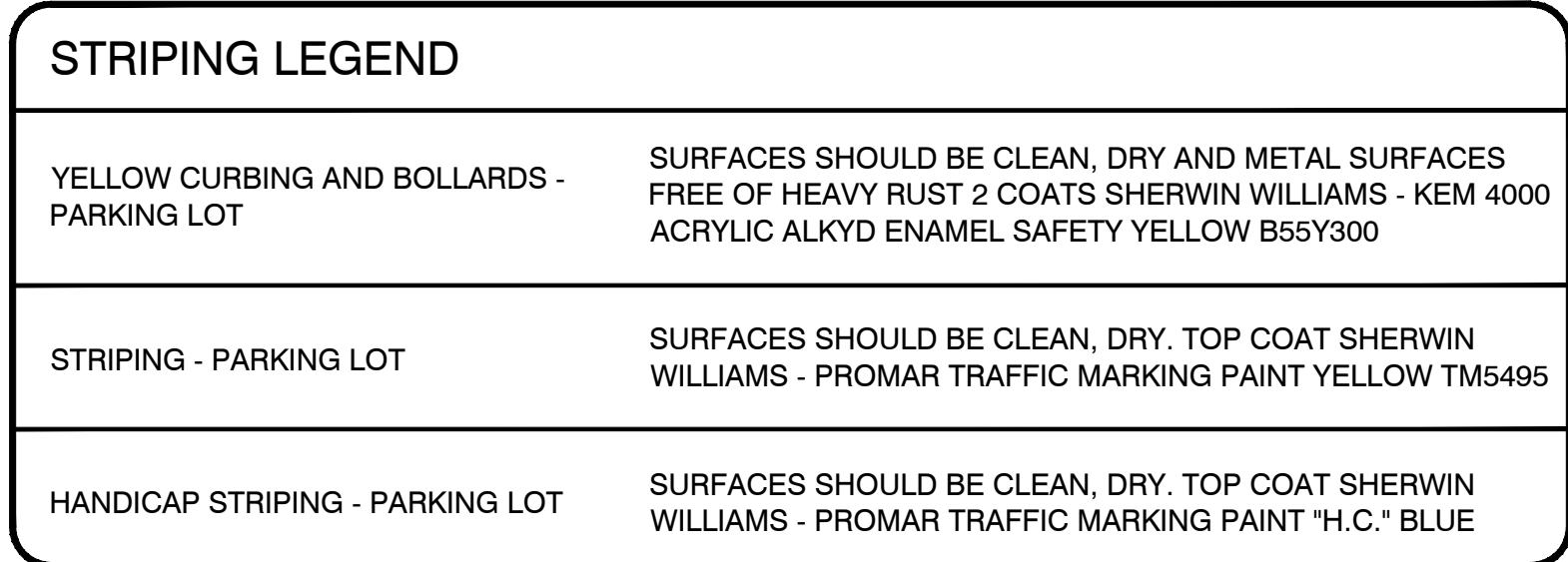
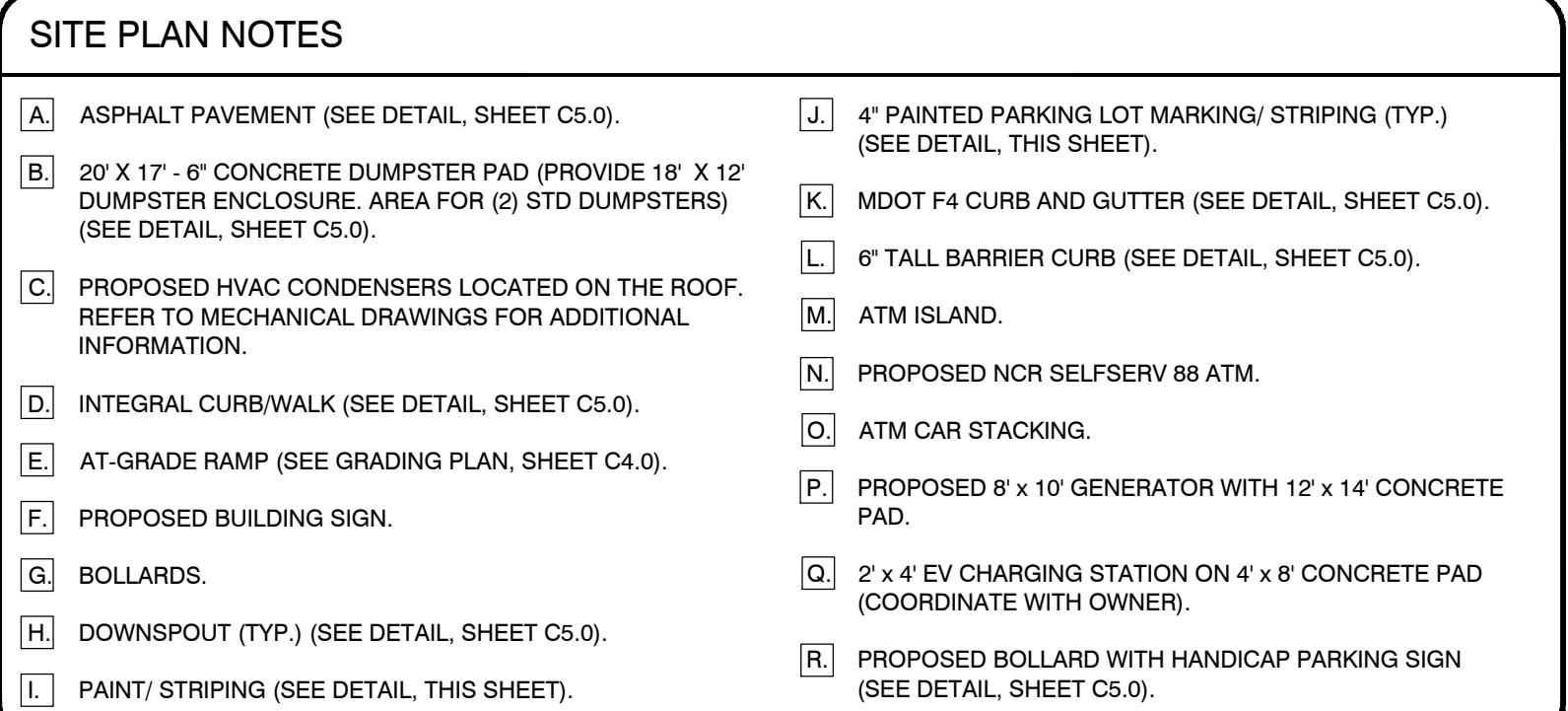
PROVIDED STACKING SPACES FOR DRIVE-UP WINDOW = 7 SPACES  
PROVIDED STACKING SPACES FOR EACH ATM = 5 SPACES

5. BUILDING:  
SINGLE-STORY (28' - 4')  
MAXIMUM HEIGHT: 35'  
TOTAL AREA OF 8,040 SFT. (SEE FLOOR PLAN AND ELEVATIONS FOR MORE DETAIL.)  
MINIMUM GROUND FLOOR BUILDING AREA = 600 SFT  
PROPOSED BUILDING COVERAGE: 12%  
MAXIMUM BUILDING COVERAGE: 40%  
PROPOSED IMPERVIOUS COVERAGE: 70%  
MAXIMUM IMPERVIOUS COVERAGE: NOT SPECIFIED

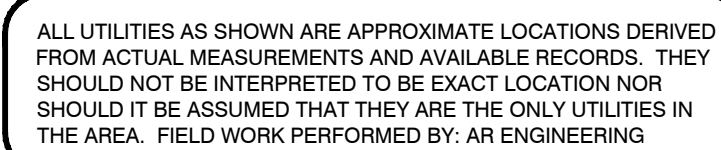
6. LOT:  
MINIMUM LOT SIZE: 6,500 SFT  
MINIMUM LOT WIDTH: 65 FT  
LOT SIZE: 66,456 SFT / 1.53 ACRES  
LOT DIMENSIONS: IRREGULAR

7. LANDSCAPING:  
SHALL BE IN ACCORDANCE WITH LANDSCAPING PLAN.

8. STORM WATER DETENTION REQUIRED:  
STORM WATER MANAGEMENT SHALL BE IN ACCORDANCE WITH CITY OF WYOMING & KENT COUNTY STORM WATER GUIDELINES.



- | GENERAL NOTES |  |
|---------------|--|
| 1.            | DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.   |
| 2.            | IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR. |
| 3.            | ALL CURB RADI AND DIMENSIONS ARE TO FACE OF CURB. CURB TO BE PROVIDED WHERE SHOWN AND INTEGRAL WITH SIDEWALK AT PAVING EDGE.   |
| 4.            | SLOPE GRADES UNIFORMLY BETWEEN ELEVATIONS SHOWN. NOMINAL GRADING. SLOPE SIDEWALKS 1/4" FROM BUILDING AT 1/4" PER FOOT ON ENTRY WALK.   |



## C2.0



## GENERAL NOTES

- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT TIME OF CONSTRUCTION.
- ELECTRICAL WORK SHALL BE PERFORMED BY A STATE OF MICHIGAN LICENSED ELECTRICIAN ACCORDING TO THE N.E.P.A. NATIONAL ELECTRICAL CODE AS MODIFIED BY THE STATE OF MICHIGAN. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A COMPLETE WORKING SYSTEM.
- ALL PLUMBING WORK SHALL BE PERFORMED BY A STATE OF MICHIGAN LICENSED PLUMBER ACCORDING TO THE INTERNATIONAL PLUMBING CODE AS MODIFIED BY THE STATE OF MICHIGAN AND LOCAL HEALTH DEPARTMENT. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A FULL WORKING SYSTEM.
- ALL MECHANICAL WORK SHALL BE PERFORMED ACCORDING TO THE INTERNATIONAL MECHANICAL CODE AS MODIFIED BY THE STATE OF MICHIGAN AND THE STATE OF MICHIGAN ENERGY CODE. FURNISH AND INSTALL ALL MATERIALS AND LABOR TO PROVIDE A FULL WORKING SYSTEM.
- ALL WORK SHALL CONFORM TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE AND THE AMERICANS WITH DISABILITIES ACT.
- WATER SERVICE PRESSURE TESTING AND CHLORINATION SHALL BE PER THE CITY OF WYOMING AND EGLE REQUIREMENTS.
- SANITARY SEWER INSTALLATION AND TESTING MUST MEET THE REQUIREMENTS OF THE CITY OF WYOMING AND EGLE.
- ALL REGULATORY SIGNAGE (IF SPECIFIED) SHALL BE PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, TAP FEES, METER DEPOSITS, PERMANENT UTILITY APPLICATIONS, BONDS, AND OTHER FEES REQUIRED FOR PROPOSED WORK.
- CONTACT MISS DIG "811" FOR LOCATION OF UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS BEFORE COMMENCING EXCAVATION WORK. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO ARE NOT PART OF THE "MISS DIG" ALERT SYSTEM. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- ANY SANITARY SEWER, SANITARY SEWER SERVICE LEADS, WATER MAIN, WATER SERVICES, OR STORM SEWER WHICH IS DAMAGED BY THE CONTRACTOR DURING HIS OPERATIONS SHALL BE REPAIRED TO THE OWNERS SATISFACTION, AND AT THE CONTRACTORS EXPENSE. IF ANY ELEMENTS OF THE SANITARY SEWER SYSTEM ARE DAMAGED AND NEED REPAIRED, IT MUST MEET THE CITY OF WYOMING SPECIFICATIONS.
- THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR THE ELECTRICAL TRANSFORMER PAD PER THE UTILITY COMPANY SPECIFICATIONS.
- THE TELEPHONE UTILITY COMPANY SHALL PROVIDE UNDERGROUND TELEPHONE TO THE BUILDING AT THE OWNERS EXPENSE.
- REFER TO ELECTRICAL DRAWINGS FOR UNDERGROUND ELECTRICAL REQUIREMENTS FOR SITE LIGHTING & SITE DETAILS SHEETS FOR THE FIXTURE AND POLE SPECIFICATIONS.
- DESIGN, INSTALLATION AND SPECIFICATION FOR IMPROVEMENTS RELATED TO GAS, TELEPHONE, ELECTRIC AND CABLE TELEVISION SERVICES SHALL BE COORDINATED BY THE CONTRACTOR.
- CONTRACTOR SHALL COORDINATE TELEPHONE, ELECTRIC, AND CABLE TELEVISION CONDUITS WITH THE APPROPRIATE UTILITY PRIOR TO PAVEMENT INSTALLATION.
- CONTRACTOR IS TO UNCOVER AND CONFIRM ALL TAP LOCATIONS. LOCATION DISCREPANCIES ARE TO BE BROUGHT TO THE ENGINEERS ATTENTION FOR RESOLUTION.
- THE CONTRACTOR IS TO PROVIDE THE WATER SERVICE PIPING FROM THE BUILDING TO THE EXISTING WATER SERVICE. THE CONTRACTOR SHALL MAKE THE CONNECTION TO THE SHUT OFF VALVE, THE CONTRACTOR SHALL COORDINATE SERVICES WITH THE CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS.
- CONTRACTOR/OWNER SHALL OBTAIN UTILITY CONNECTION PERMITS AND SETTLE APPLICABLE UTILITY ASSESSMENTS PRIOR TO EXTENSION OF PUBLIC UTILITIES ONSITE.
- MANHOLE AND CATCH BASIN STRUCTURES SHALL BE PRECAST AND HAVE A MAXIMUM OF 2 ADJUSTING RINGS FOR FINISH GRADE ADJUSTMENT. STORM STRUCTURES MUST ALL HAVE A SUMP OF TWO FEET.
- ALL WATER MAIN TO HAVE A BURIAL DEPTH AS REQUIRED BY EGLE FOR THE SPECIFIC REGION OF WORK IN CITY OF WYOMING.
- DEMOLISH & REMOVE ALL EXISTING SITE FEATURES AS REQUIRED.
- PROPOSED DEVELOPMENT TO UTILIZE EXISTING DRIVEWAYS.

## SITE PLAN NOTES

- |   |  |
|---|--|
| <b>A</b> WATER SERVICE. COORDINATE CONNECTION WITH PLUMBING PLANS.  | <b>L</b> CONDUIT FOR ELECTRIC TO PROPOSED ATM MACHINES.  |
| <b>B</b> 79 LF TO EXISTING WATER SERVICE - 1" PE WATER SERVICE, CONNECT TO EXISTING WATER SERVICE. COORDINATE WITH CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS - (616) 530-7254.   | <b>J</b> STORM CLEAN OUT (SEE DETAIL, SHEET C5.0)  |
| <b>C</b> SEWER LATERAL. COORDINATE CONNECTION WITH PLUMBING PLANS.  | <b>K</b> DOWNSPOUT (TYP) (SEE DETAIL, SHEET C5.0)  |
| <b>D</b> CONNECT TO EXISTING SANITARY LATERAL. COORDINATE WITH CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS - (616) 530-7254. APPROXIMATE I.E. 672.11, CONTRACTOR TO VERIFY DEPTH OF EXISTING SANITARY LATERAL PRIOR TO CONSTRUCTION. IF EXISTING SANITARY LATERAL HAS HIGHER ELEVATION THAN DESIGN INVERT CONTACT AR ENGINEERING FOR REDESIGN. | <b>L</b> CONNECT PROPOSED STORM TO EXISTING CB-4 STRUCTURE. COORDINATE WITH CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS - (616) 530-7254. |
| <b>E</b> TWO-WAY YARD CLEANOUT, SCHEDULE 40 BACKFLOW DEVICE (SEE DETAIL, SHEET C5.0)  | <b>M</b> CONNECT PROPOSED STORM TO EXISTING CB-1 STRUCTURE. COORDINATE WITH CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS - (616) 530-7254. |
| <b>F</b> U/G ELECTRIC SERVICE. (2) 4" CONDUITS  | <b>N</b> CONNECT PROPOSED STORM TO EXISTING CB-5 STRUCTURE. COORDINATE WITH CITY OF WYOMING DEPARTMENT OF PUBLIC WORKS - (616) 530-7254. |
| <b>G</b> U/G TELEPHONE SERVICE. (2) 4" CONDUITS   | <b>O</b> CONDUIT FOR ELECTRIC TO PROPOSED GENERATOR  |
| <b>H</b> U/G GAS SERVICE  | <b>P</b> 4" x 6" EV CHARGING STATION (COORDINATE WITH OWNER)   |
|   | <b>Q</b> CONDUIT FOR ELECTRIC TO PROPOSED CHARGING STATIONS  |

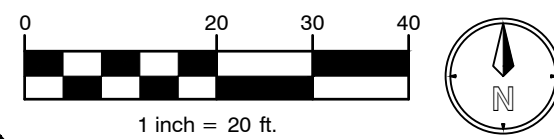
## EXISTING STORM STRUCTURE TABLE

|                                  |        |                                  |        |
|----------------------------------|--------|----------------------------------|--------|
| EX. CB-1 4' CONC<br>RIM = 676.86 | 670.24 | EX. CB-4 2' CONC<br>RIM = 676.42 | 673.52 |
| EX. 12" IRON W INV               | 671.49 | EX. 12" PVC SE INV               | 672.92 |
| EX. 6" CMP N INV                 | 673.38 | 12" HDPE NW INV                  | 673.52 |
| 6" HDPE SW INV                   | 673.38 | SUMP =                           | 672.92 |
| SUMP =                           | 670.14 | CB-5, 4' CONC<br>RIM = 676.39    |        |
| EX. MH-2, 4' BRICK<br>RIM =      | 676.38 | EX. 12" IRON E INV               | 669.57 |
| 15" CONC S INV                   | 672.78 | EX. 12" IRON W INV               | 669.30 |
| 10" CONC W INV                   | 673.18 | EX. 6" CMP N INV                 | 670.65 |
| 10" CONC NW INV                  | 673.18 | 12" HDPE NE INV                  | 672.88 |
| SUMP =                           | 671.98 | SUMP =                           | 669.30 |
| EX. CB-3, 4' CONC<br>RIM =       | 675.83 | 12" CONC NW INV                  | 673.43 |
| 12" CONC NW INV                  | 673.43 | 10" CONC SE INV                  | 672.93 |
| 10" CONC SE INV                  | 672.93 | SUMP =                           | 671.33 |

DENOTES PROPOSED  
PIPE ADJUSTED ELEVATION

## PROPOSED STORM STRUCTURE TABLE

|  |        |
|--|--------|
| CB-A, 4' DIA., EJIW 5105<br>RIM = 677.10         | 674.10 |
| 12" HDPE E                                       |        |
| CB-B, 4' DIA., EJIW 5105<br>RIM = 676.44         | 673.69 |
| 12" HDPE W                                       | 673.69 |
| 12" HDPE E                                       |        |
| CB-C, 4' DIA., EJIW 5105<br>RIM = 676.57         | 673.51 |
| 12" HDPE NW                                      |        |
| CB-D, 4' DIA., EJIW 7075 TYPE M1<br>RIM = 676.12 | 673.12 |
| 12" HDPE N                                       |        |
| CB-E, 4' DIA., EJIW 7075 TYPE M1<br>RIM = 676.00 | 672.92 |
| 12" HDPE S                                       |        |
| 12" HDPE SW                                      | 672.92 |



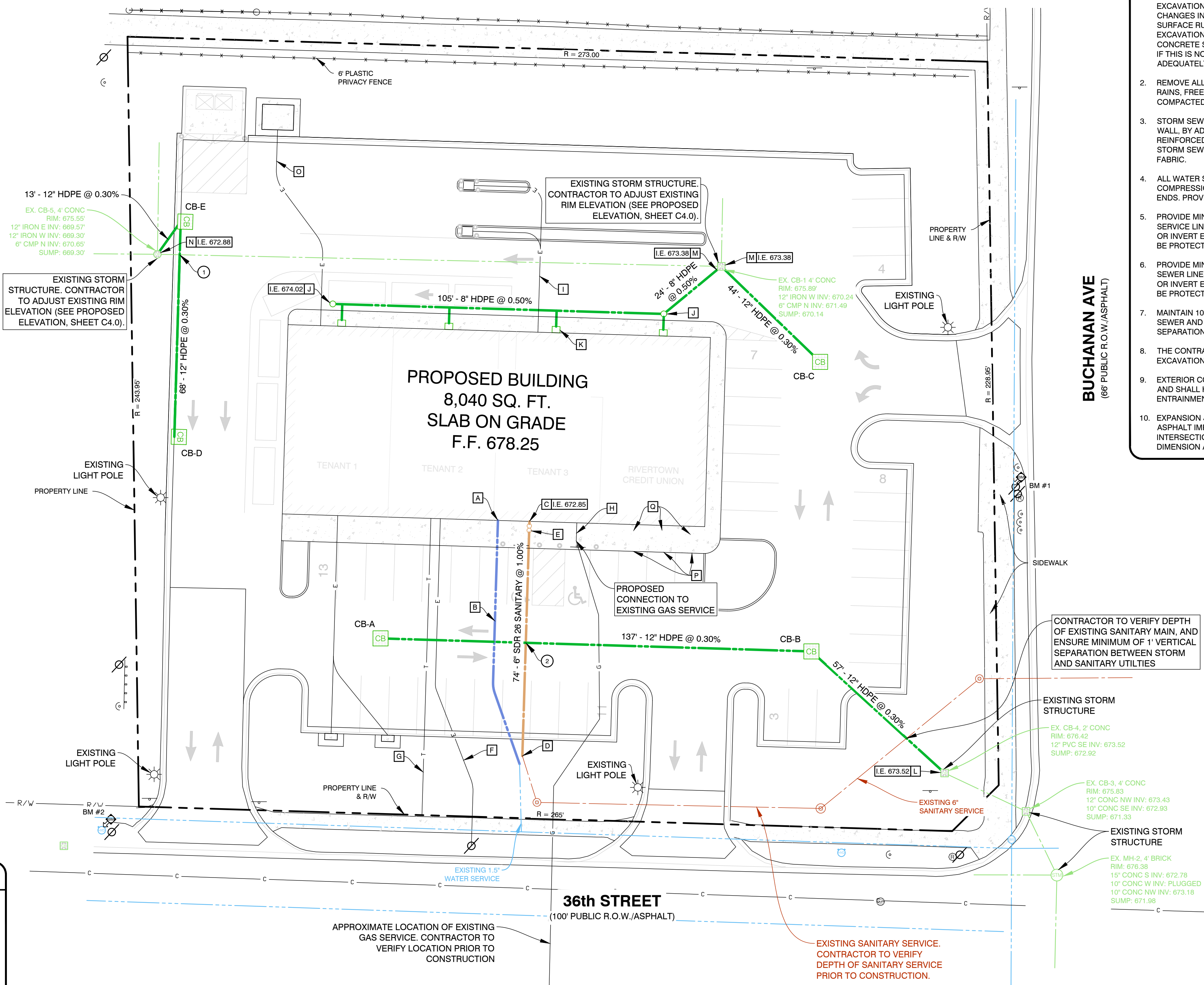
## BENCHMARK INFORMATION

**BM #1**  
ELEV = 678.53 (NAVD 88)  
SMAG PP W

**BM #2**  
ELEV = 676.62 (NAVD 88)  
NE FLANG BOLT HYD

## SITE MATERIALS &amp; CONSTRUCTION NOTES

- 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.
- REMOVE ALL SUBGRADE GRADE MATERIAL THAT MAY BE SOFTENED BY RAINS, FREEZING, OR CONSTRUCTION TRAFFIC, ETC. AND REPLACE WITH COMPACTED GRANULAR FILL.
- STORM SEWER SHALL BE CORRUGATED HDPE PIPE WITH SMOOTH INTERIOR WALL. BY ADS OR EQUAL LEACHING BASINS AND MANHOLES ARE TO BE REINFORCED CONCRETE WITH RIM AND SLOTTED GRATING (AS SHOWN). STORM SEWER & LEACHING BASINS ARE TO BE WRAPPED WITH FILTER FABRIC.
- ALL WATER SERVICE LINES SHALL BE 1" PE PIPE WITHIN 5' OF BUILDING, WITH COMPRESSION FITTINGS OR MECHANICAL FITTINGS OTHER THAN FLARED ENDS. PROVIDE 5' COVER FROM FINISHED GRADE.
- PROVIDE MINIMUM 5' COVER FROM FINISHED GRADE FOR ALL WATER SERVICE LINES, IF COVER CANNOT BE MAINTAINED DUE TO SITE CONDITIONS OR INVERT ELEVATIONS THE ENTIRE LENGTH OF THE EXTERIOR PIPE MUST BE PROTECTED WITH 2" RIGID INSULATION BOARD ON THE TOP AND SIDES.
- PROVIDE MINIMUM 5' COVER FROM FINISHED GRADE FOR ALL SANITARY SEWER LINES, IF COVER CANNOT BE MAINTAINED DUE TO SITE CONDITIONS OR INVERT ELEVATIONS THE ENTIRE LENGTH OF THE EXTERIOR PIPE MUST BE PROTECTED WITH 2" RIGID INSULATION BOARD ON THE TOP AND SIDES.
- MAINTAIN 10 FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN THE SEWER AND WATER MAIN UTILITIES. PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE UTILITIES CROSS.
- THE CONTRACTOR SHALL INSTALL A PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
- EXTERIOR CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI AND SHALL HAVE LIMESTONE AGGREGATE AND SHALL HAVE 4 - 6 % AIR ENTRAINMENT WITH A BROOM FINISH.
- EXPANSION JOINTS IN CONCRETE PAVEMENT AND WALLS SHALL BE 1/2" ASPHALT IMPREGNATED FULL DEPTH 40" O.C. MAXIMUM & AT SIDEWALK INTERSECTIONS. CRACK CONTROL SCORING AT SIDEWALK WIDTH DIMENSION AND @ 10'-0" O.C. IN DRIVES.



## PIPE CROSSING INFORMATION

|  |   |
|--|---|
| PROPOSED 12" STORM: TOP - 673.95<br>INV - 672.95   | 1 |
| EXISTING 12" STORM: TOP - 670.60<br>INV - 669.60   | 2 |
| PROPOSED 12" STORM: TOP - 674.96<br>INV - 673.96   | 3 |
| PROPOSED 6" SANITARY: TOP - 672.96<br>INV - 672.46 | 4 |



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## PLANS PREPARED BY:



DRAWN: aw  
CHECKED: TC

ANDREW ROSSELL, P. E.  
No. 6201066221

| No. | DATE       | BY | TC |
|-----|------------|----|----|
| 0   | 06/15/2025 | TC |    |
| 1   | 06/09/2025 | TC |    |
| 2   |            |    |    |
| 3   |            |    |    |
| 4   |            |    |    |

UTILITY PLAN  
RIVERTOWN COMMUNITY CREDIT UNION  
DRIVEN DESIGN  
211 36TH STREET  
SECTION 12, T11N, R11E

PROJECT:  
CLIENT:  
SITE ADDRESS:  
SITE SECTION:

JOB NUMBER  
25103005

DATE  
05/15/2025

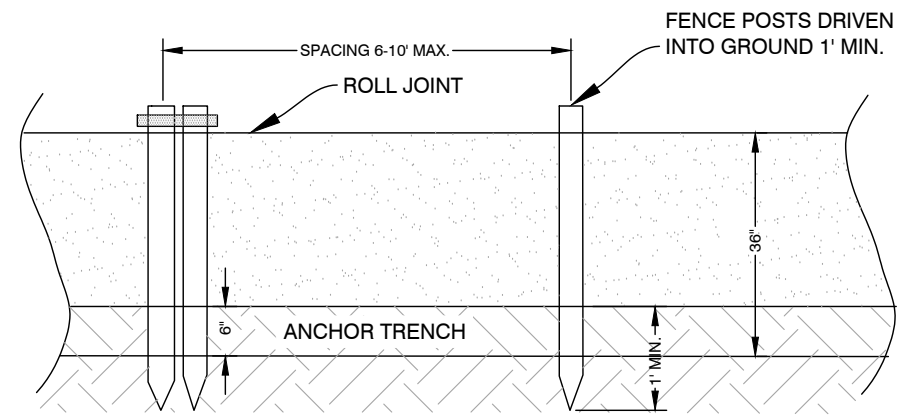
SHEET NUMBER

C3.0

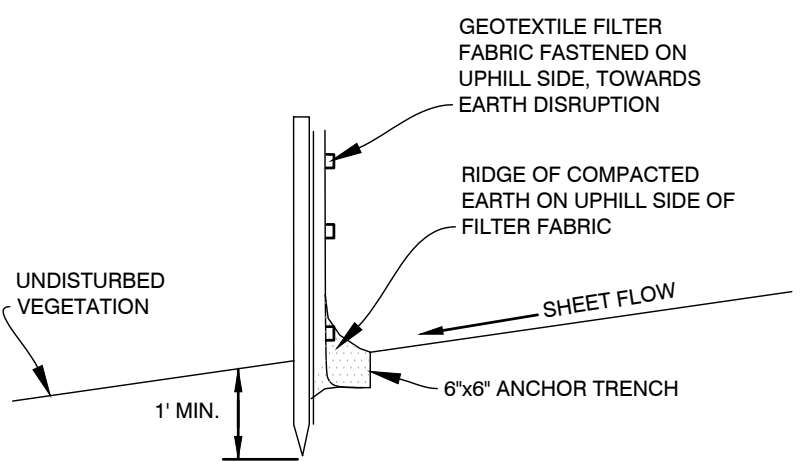


GRADING NOTES

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- CONTACT MISS DIG "811" FOR LOCATION OF UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS BEFORE COMMENCING EXCAVATION WORK. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO ARE NOT PART OF THE "MISS DIG" ALERT SYSTEM. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- DEMOLISH & REMOVE ALL EXISTING SITE FEATURES AS REQUIRED.
- MATCH EXISTING GRADES AROUND PERIMETER WITH SLOPES AS SHOWN.
- ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT GRADES AT EDGE OF METAL (EOM) UNLESS OTHERWISE NOTED.
- ALL SOIL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO MASS GRADING.
- ALL EXISTING ELEVATIONS ARE TO BE VERIFIED AND ACCEPTED AS SHOWN PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ONTO ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY IF OCCURS.
- ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 15 DAYS OR LONGER MUST BE SEEDED TO ESTABLISH VEGETATION FOR TEMPORARY STABILIZATION. BASINS TO BE SEEDED AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.



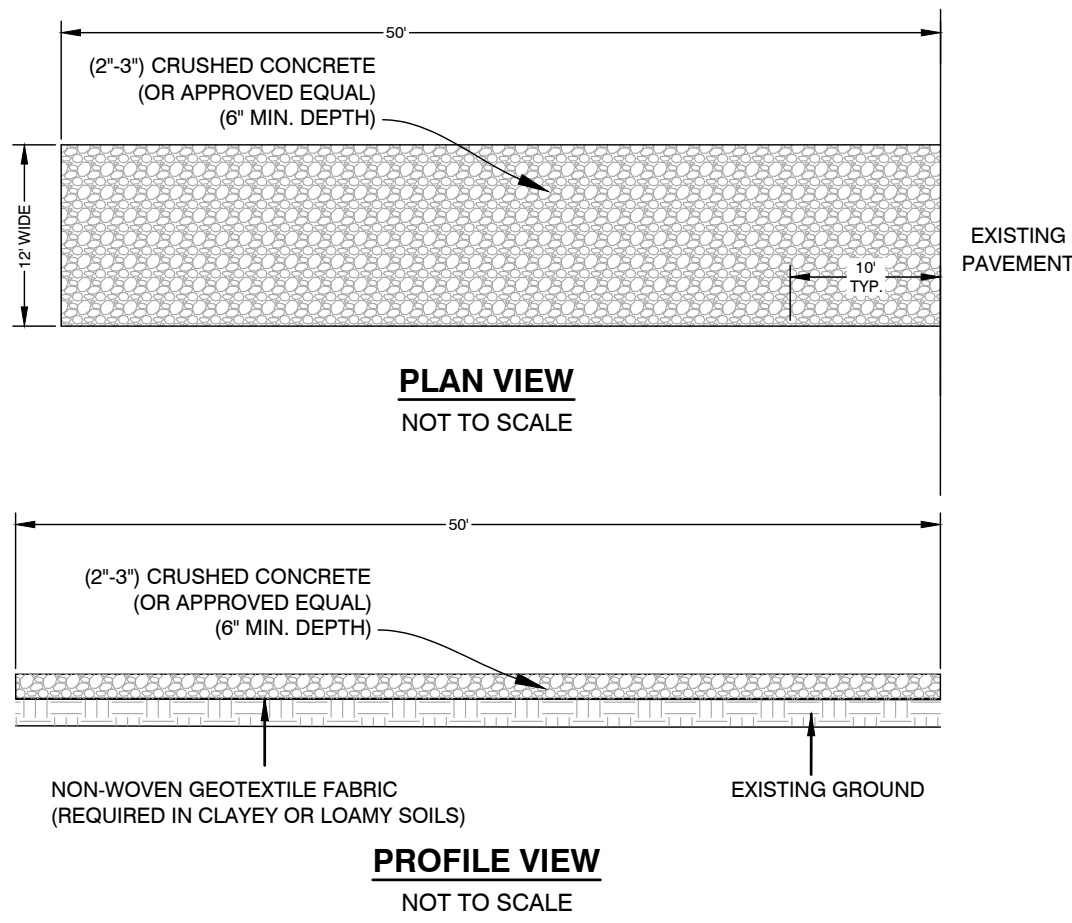
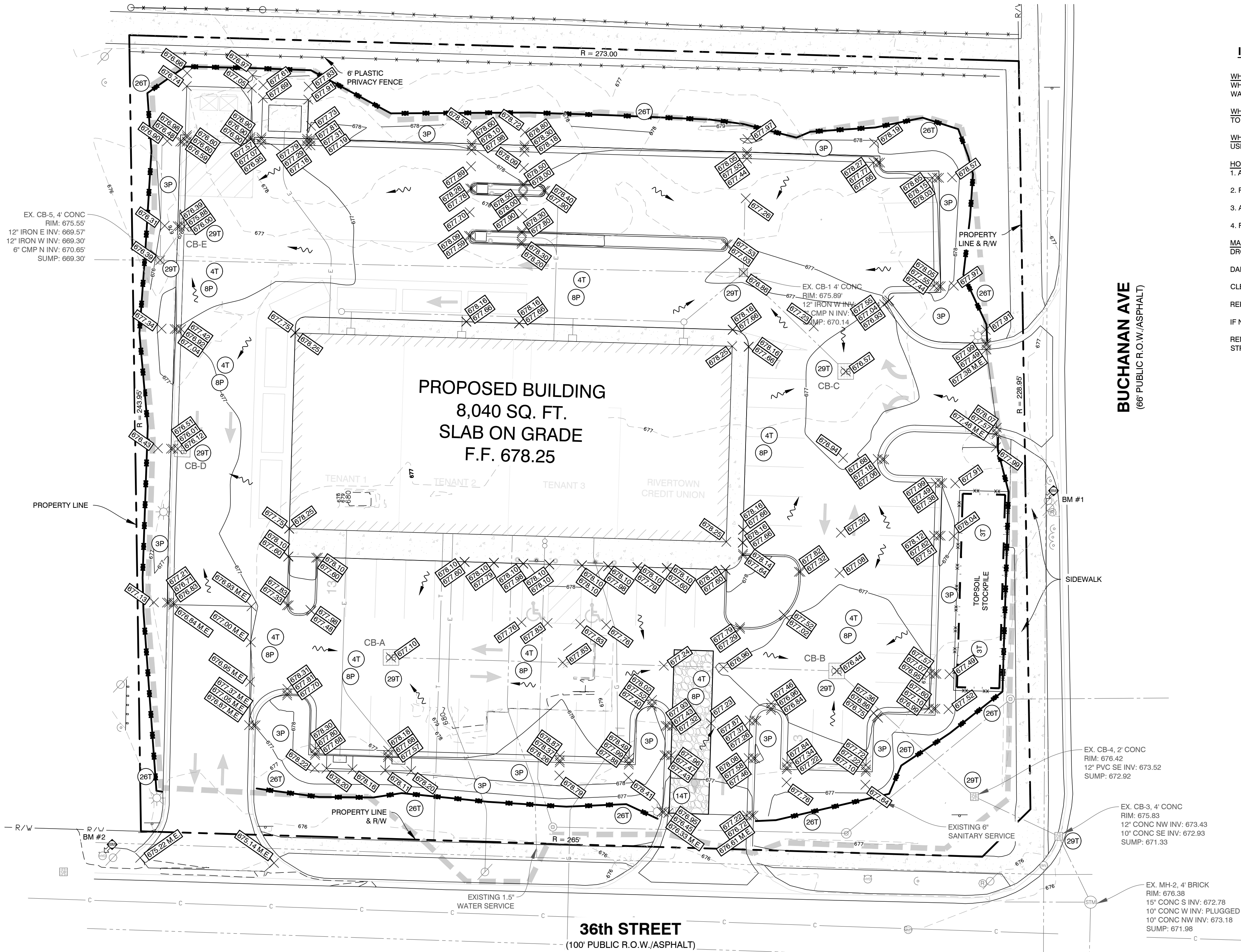
ROLL JOINTS



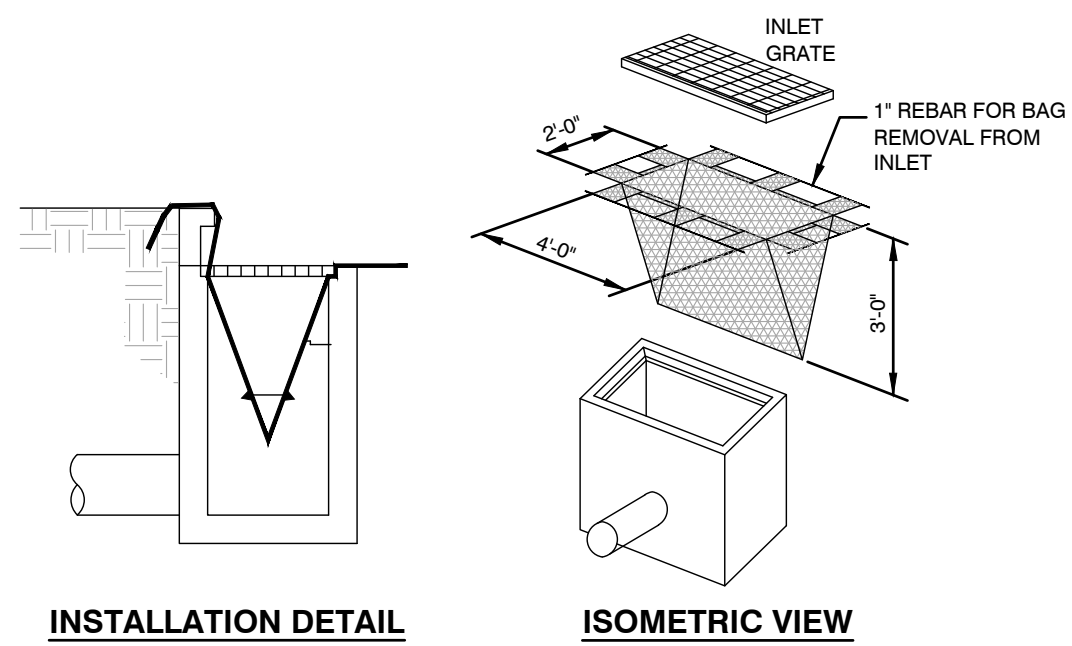
36" SILT FENCE DETAIL

SOIL EROSION & SEDIMENT CONTROL NOTES

- ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH MDOT - EGLE. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "SOIL EROSION PERMIT" FROM THE GOVERNING AUTHORITY AND A "PERMIT" BY RULE/NOTICE OF COVERAGE" FROM THE GOVERNING AUTHORITY, IF APPLICABLE, PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF THE "SOIL EROSION PERMIT" AND FOR ALL CERTIFIED STORM WATER INSPECTION SERVICE REQUIRED BY THE "PERMIT BY RULE." EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
- AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE COVER AREAS ACT AS SEDIMENT FILTERS.
- ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.
- GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSEWHERE AS DIRECTED BY THE ENGINEER. SEEDING AND/OR SODDING SHALL BE INSTALLED ON CREEK BANKS IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION.
- MAINTENANCE, CLEANING, AND REMOVAL OF THE VARIOUS SEDIMENT CONTROL MEASURES SHALL BE INCLUDED IN THE VARIOUS EROSION CONTROL ITEMS.
- ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PER MDOT STANDARD DETAILS. "P" DENOTES PERMANENT MEASURE AND "T" DENOTES TEMPORARY MEASURE. SOIL EROSION CONTROL PLANS DENOTE MINIMUM EROSION MEASURES REQUIRED AS DESCRIBED BELOW.
  - DENOTES PERMANENT SEEDING. ALL DISTURBED AREAS NOT PAVED OR GRAVELED SHALL BE RESTORED. PLACE TOPSOIL SURFACE, SALV, 3 INCH, MDOT SEEDING, MIXTURE TUF APPLIED AT A RATE OF 220 LB/ACRE, FERTILIZER, CHEMICAL NUTRIENT, CL A APPLIED AT A RATE OF 228 LB/ACRE; MULCH AT A RATE OF 2 TON/ACRE AND MULCH ANCHORING. (APPLIES TO ENTIRE PROJECT)
  - DENOTES TEMPORARY SEEDING. TEMPORARY SEEDING SHALL BE PLACED AT LOCATIONS DETERMINED BY THE ENGINEER IN THE FIELD AND SHALL INCLUDE CEREAL RYE SEED APPLIED AT A RATE OF 70 LB/ACRE AND MULCH.
  - DENOTES DUST CONTROL. DUST CONTROL MAY BE REQUIRED ON THE SUBGRADE CONSTRUCTION AND WILL INCLUDE APPLYING FRESH WATER TO BE INCLUDED IN THE ITEM OF EMBANKMENT. DUST CONTROL ON THE AGGREGATE BASE COURSE WILL BE ACCOMPLISHED BY APPLYING FRESH WATER (INCLUDED IN THE ITEM OF AGGREGATE BASE, 6 INCH) AND APPLYING DUST PALLIATIVE, APPLIED, CAC<sub>1</sub>, (TON) AS DIRECTED BY THE PROJECT ENGINEER.
  - DENOTES AGGREGATE COVER/PERMANENT PAVEMENT RESTORATION
  - 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 MINIMUM OF 12' WIDE, 6" DEEP, AND CONSIST OF 2"-4" AGGREGATE.
  - DENOTES TEMPORARY SILT FENCE. SILT FENCE SHALL BE INSTALLED AT CREEK CROSSINGS, ADJACENT TO ALL WETLANDS AND SURFACE WATERS, AND OTHER LOCATIONS AS DIRECTED BY THE ENGINEER. EACH SILT FENCE SHALL BE INSTALLED GENERALLY ALONG THE SAME CONTOUR ELEVATION.
  - DENOTES INLET PROTECTION FABRIC DROP. SHALL BE INSTALLED AT EXISTING AND PROPOSED STORM SEWER INLETS TO PROVIDE SETTLING AND FILTERING OF SILT LADEN WATER PRIOR TO ENTRY INTO THE DRAINAGE SYSTEM.



STABILIZED CONSTRUCTION TRACKING MAT DETAIL



- INSTALLATION DETAIL**
- WHEN:  
WHEN SEDIMENT LADEN STORMWATER REQUIRES TREATMENT BEFORE ENTERING A STORM WATER DRAINAGE SYSTEM.
- WHY:  
TO PREVENT SEDIMENT FROM ENTERING STORM WATER SYSTEMS.
- WHERE:  
USE IN OR AT STORM WATER INLETS, ESPECIALLY AT CONSTRUCTION SITES OR IN STREETS.
- HOW:  
1. A FILTER FABRIC BAG IS HUNG INSIDE THE INLET, BENEATH THE GRATE.  
2. REPLACE GRATE, WHICH WILL HOLD BAG IN PLACE.  
3. ANCHOR FILTER BAG WITH 1\" REBAR FOR REMOVAL FROM INLET.  
4. FLAPS OF BAG THAT EXTEND BEYOND THE BAG CAN BE BURIED IN SOIL IN EARTH AREAS.
- MAINTENANCE:  
DROP INLET FILTERS SHOULD BE INSPECTED ROUTINELY AND AFTER EACH MAJOR RAIN EVENT.
- DAMAGED FILTER BAGS SHOULD BE REPLACED.  
CLEAN AND/OR REPLACE FILTER BAG WHEN 1/2 FULL.
- REPLACE CLOGGED FABRIC IMMEDIATELY.
- IF NEEDED, INITIATE REPAIRS IMMEDIATELY UPON INSPECTION.
- REMOVE ENTIRE PROTECTIVE MECHANISM WHEN UPGRADIENT AREAS ARE STABILIZED AND STREETS HAVE BEEN SWEEP.
- INLET PROTECTION - SILT SACK**

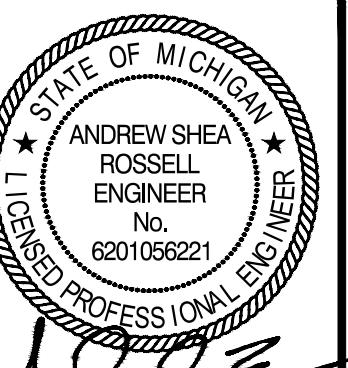


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PLANS PREPARED BY:



DRAWN: aw  
CHECKED: TC



ANDREW ROSSELL, P. E.  
No. 6201066221

| No. | DATE       | BY | ISSUED FOR:      |
|-----|------------|----|------------------|
| 0   | 06/15/2025 | TC | SITE PLAN REVIEW |
| 1   | 06/09/2025 | TC | CITY REVISIONS   |
| 2   |            |    |                  |
| 3   |            |    |                  |
| 4   |            |    |                  |

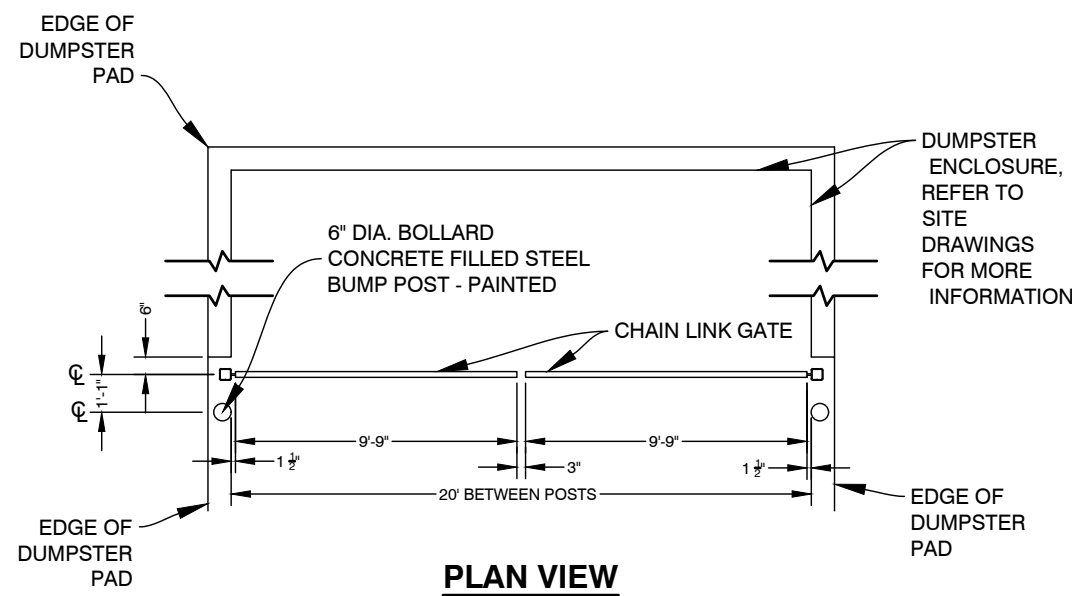
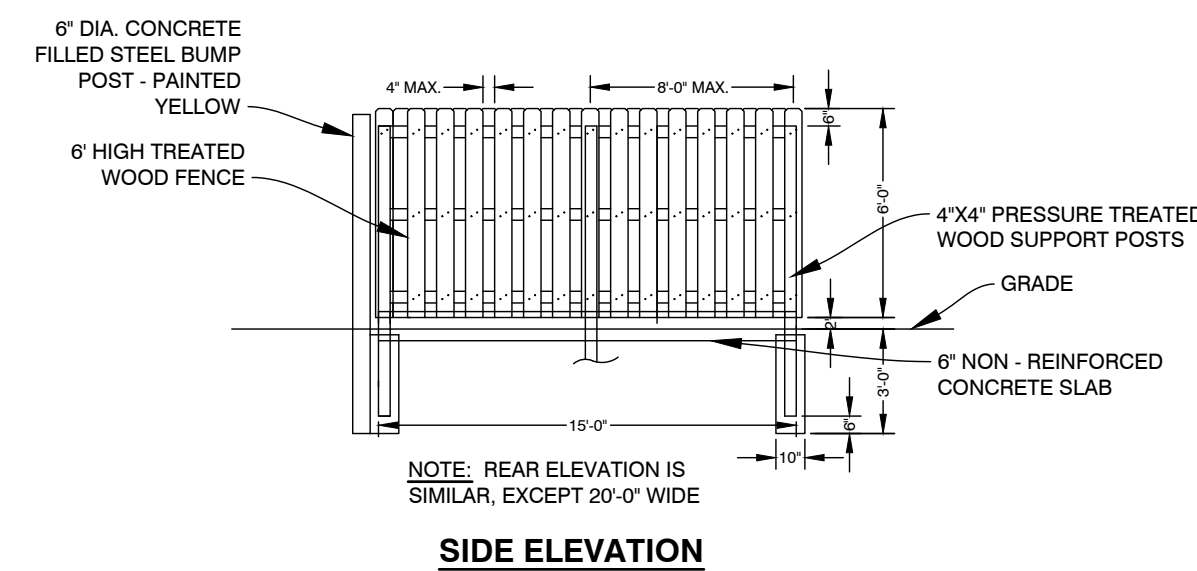
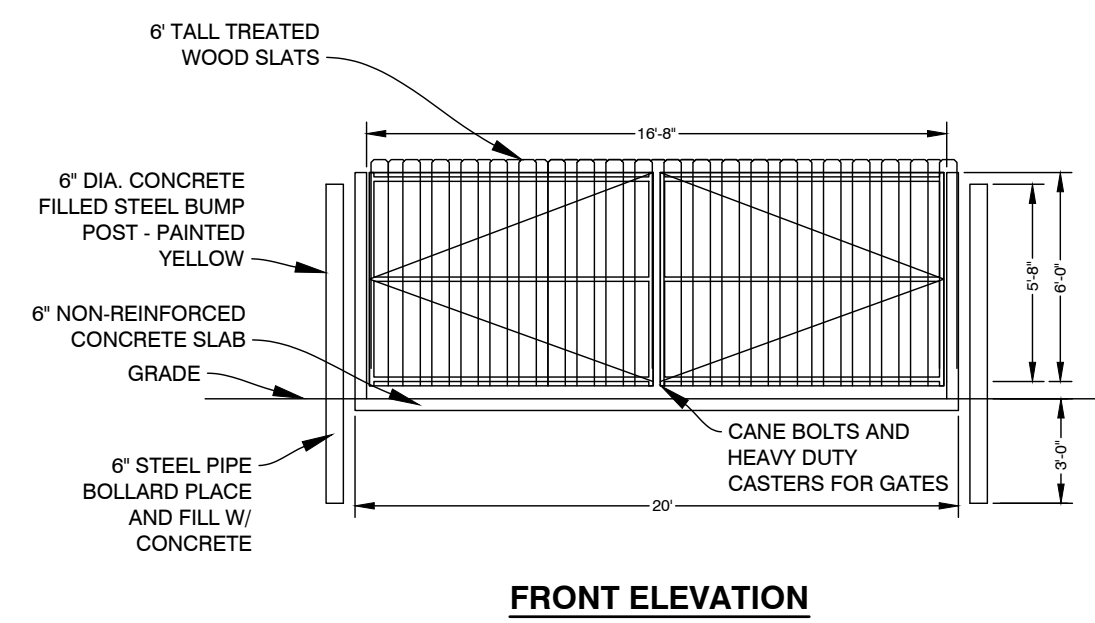
GRADING - SESC PLAN  
RIVERTOWN COMMUNITY CREDIT UNION  
DRIVEN DESIGN  
211 36TH STREET  
SECTION 12, T11N, R11E

PROJECT:  
CLIENT:  
SITE ADDRESS:  
SITE SECTION:

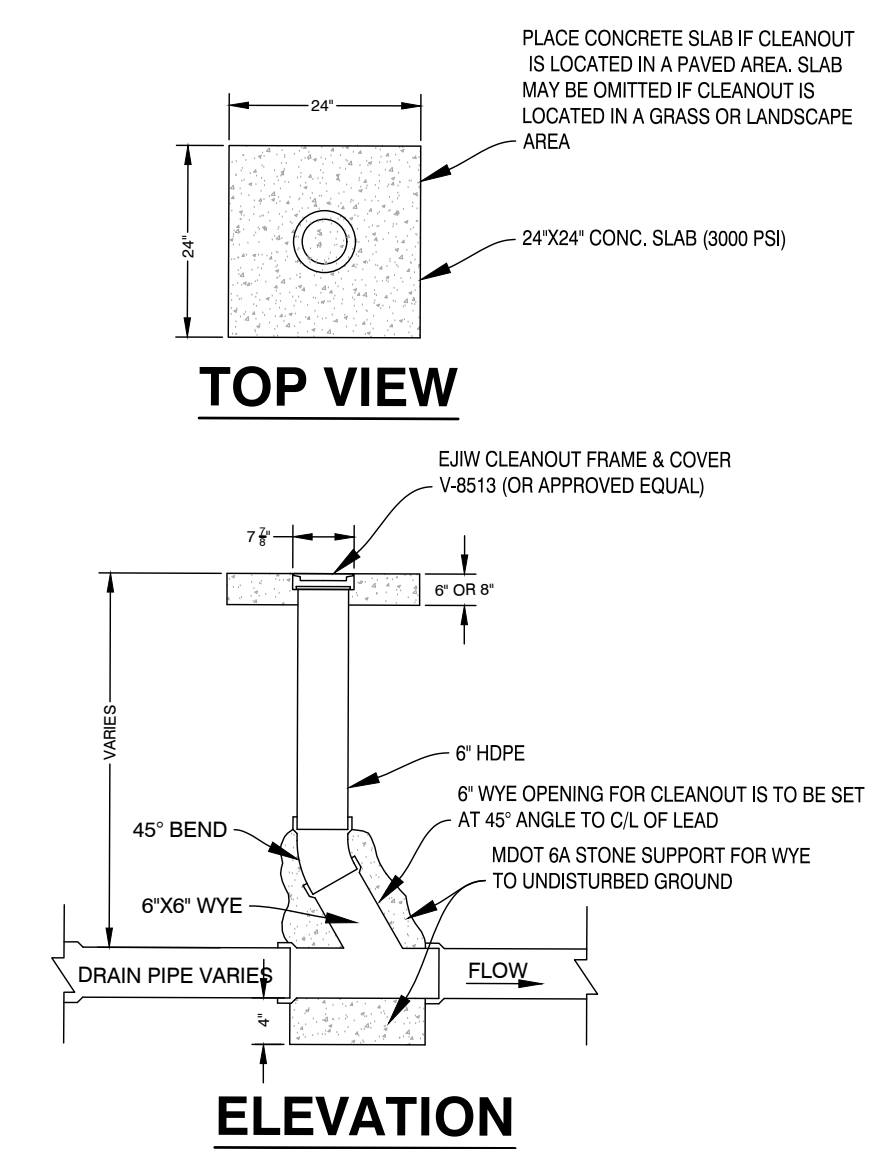
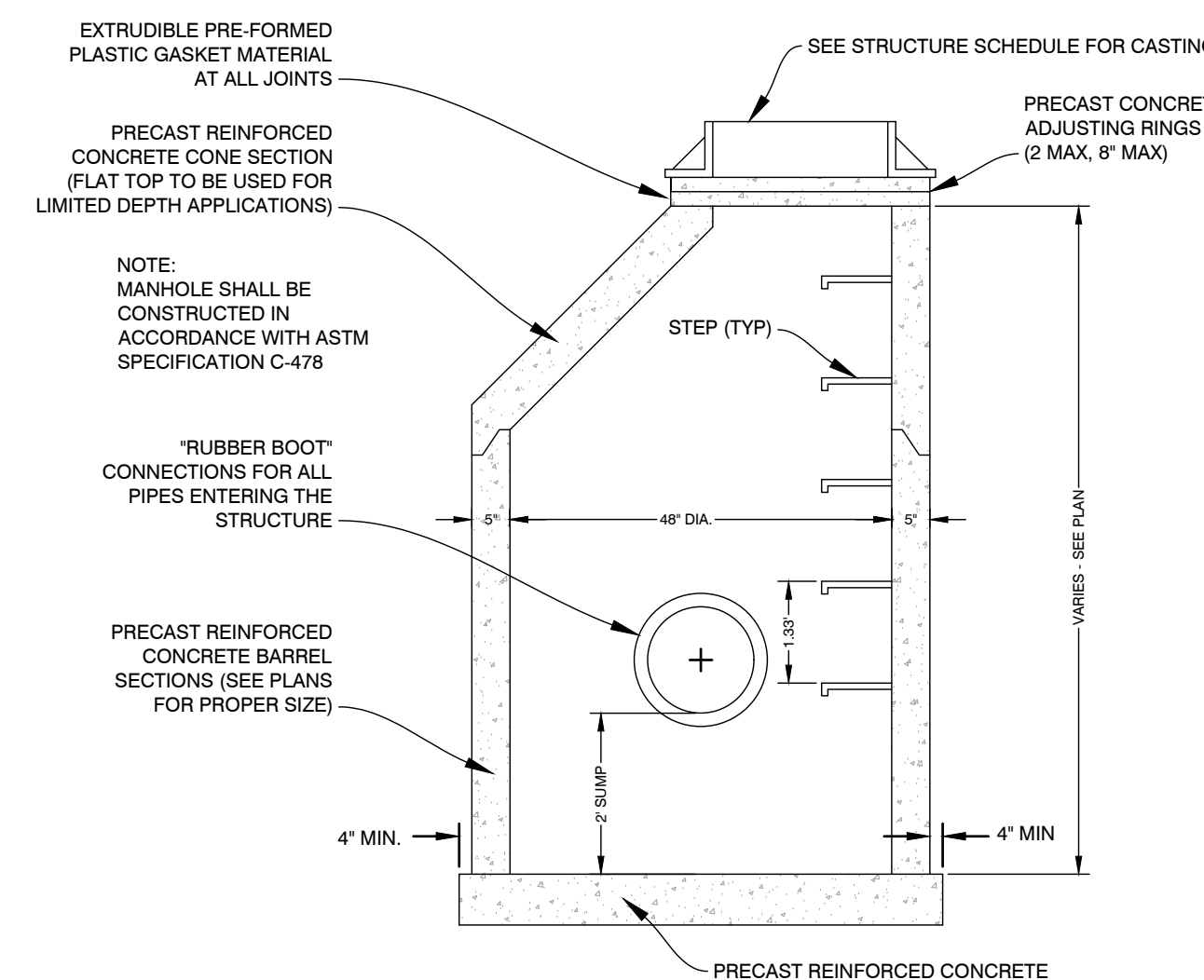
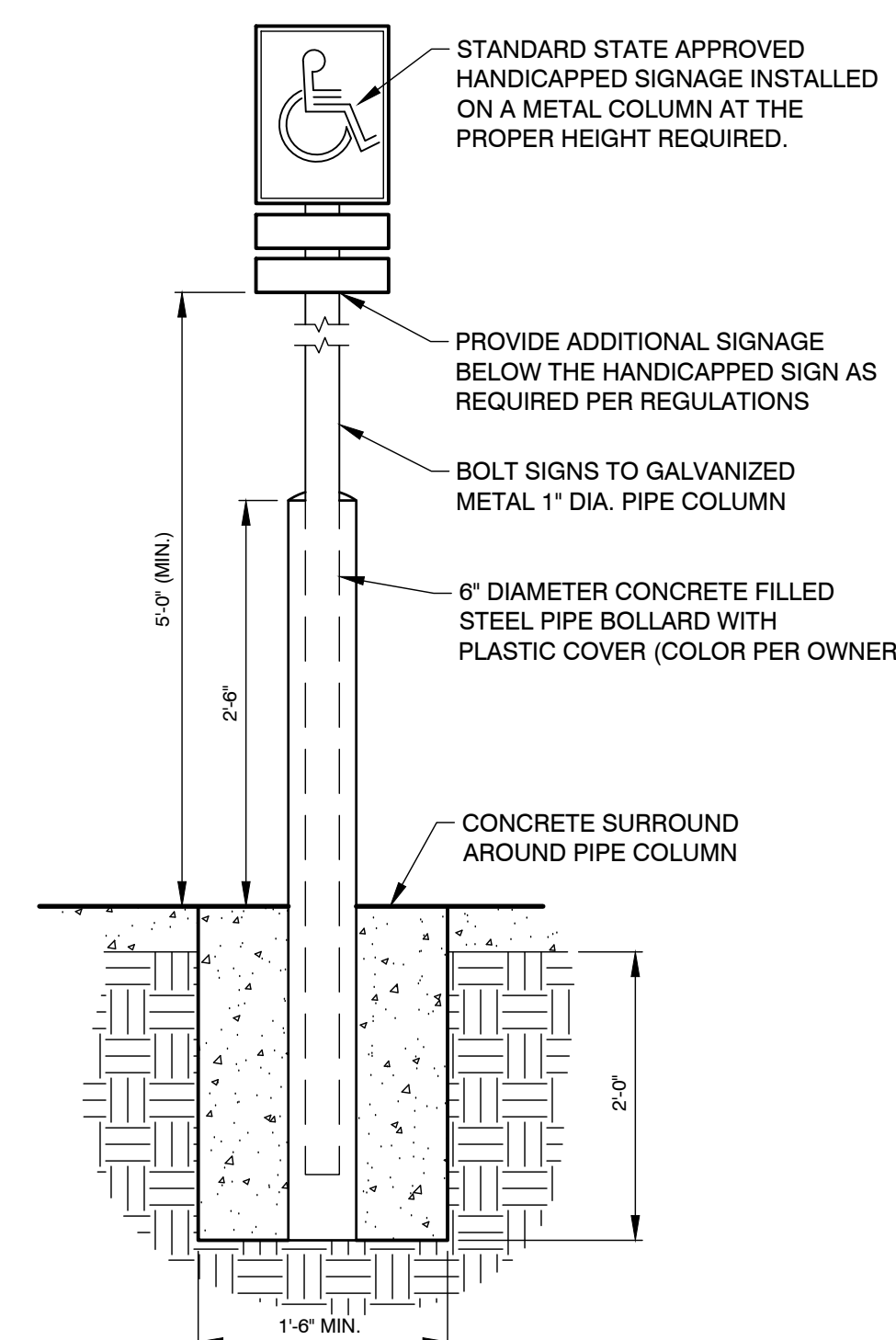
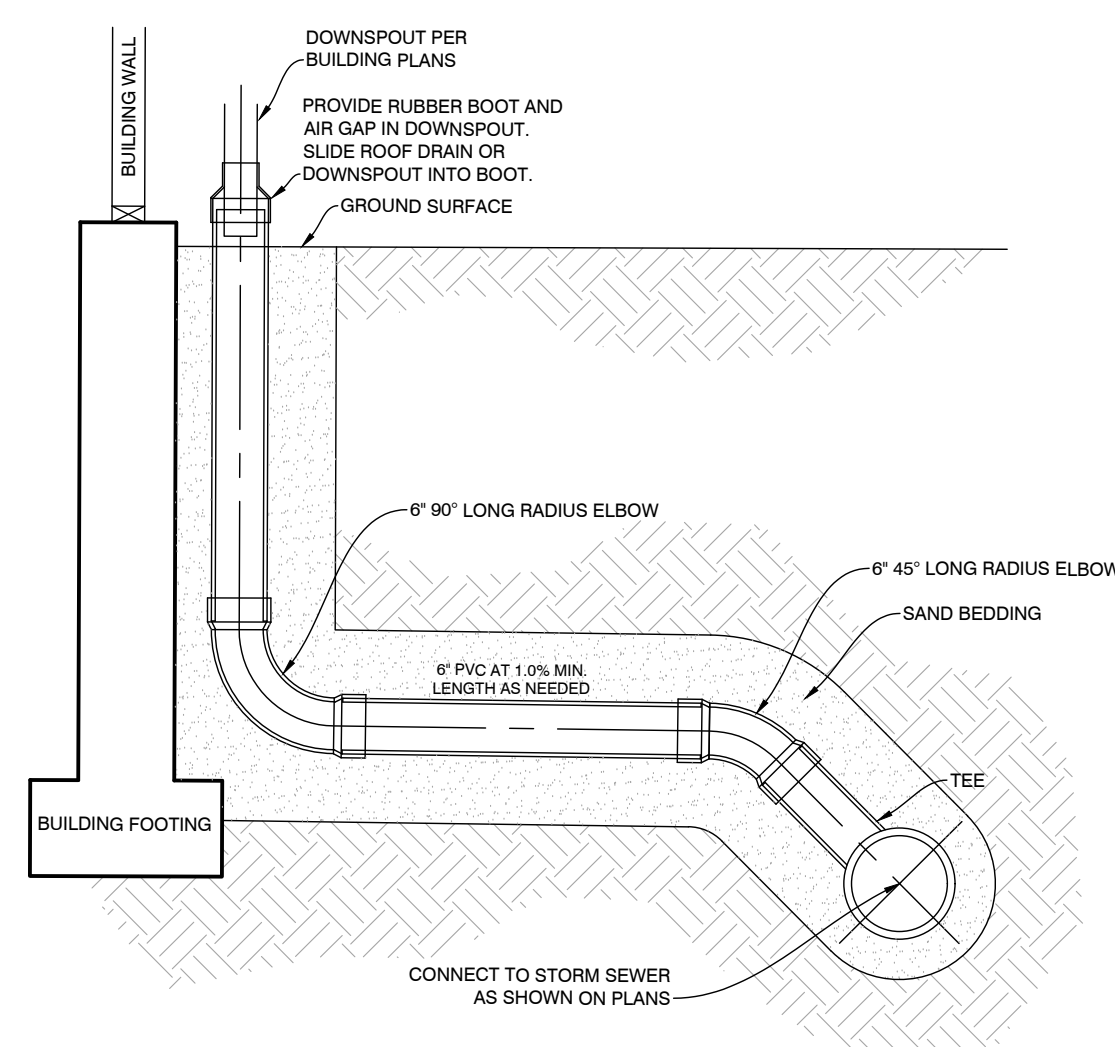
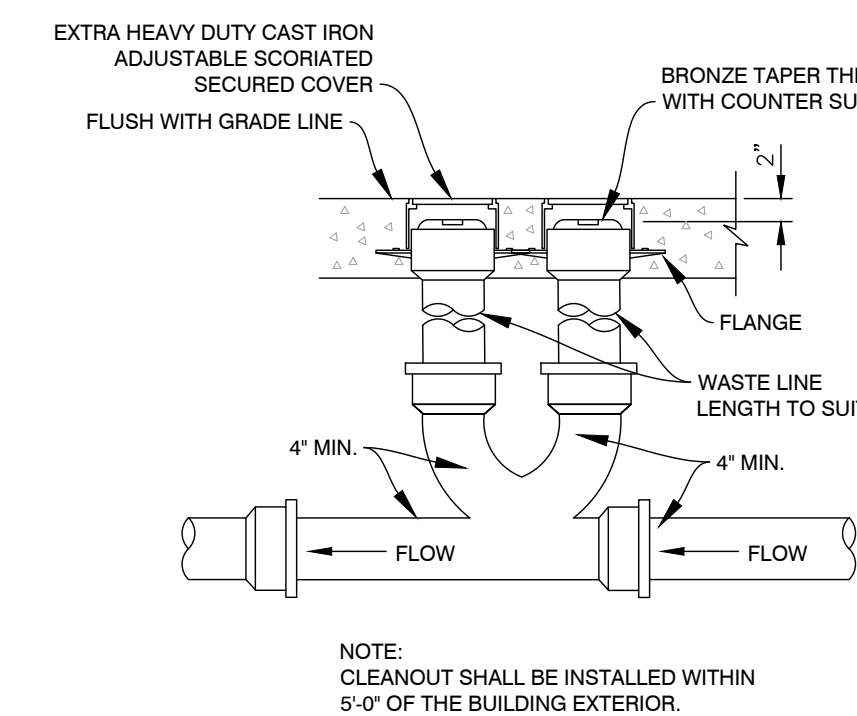
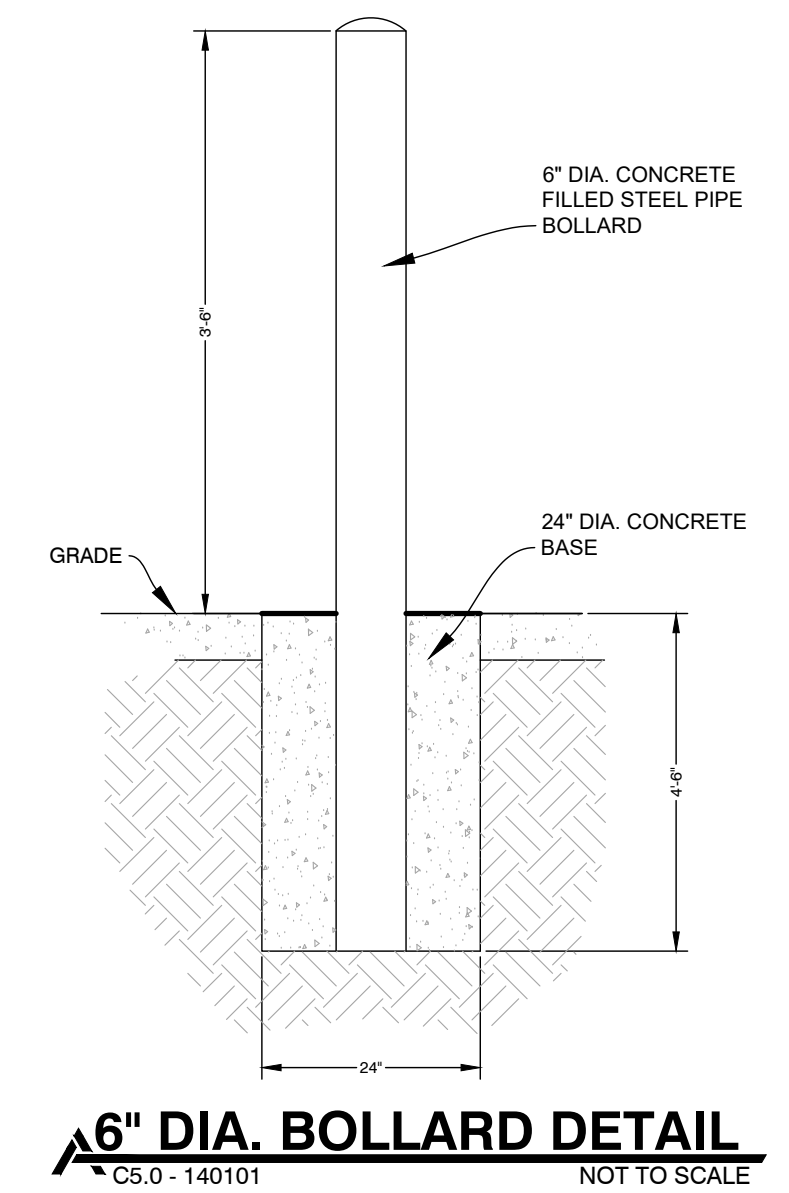
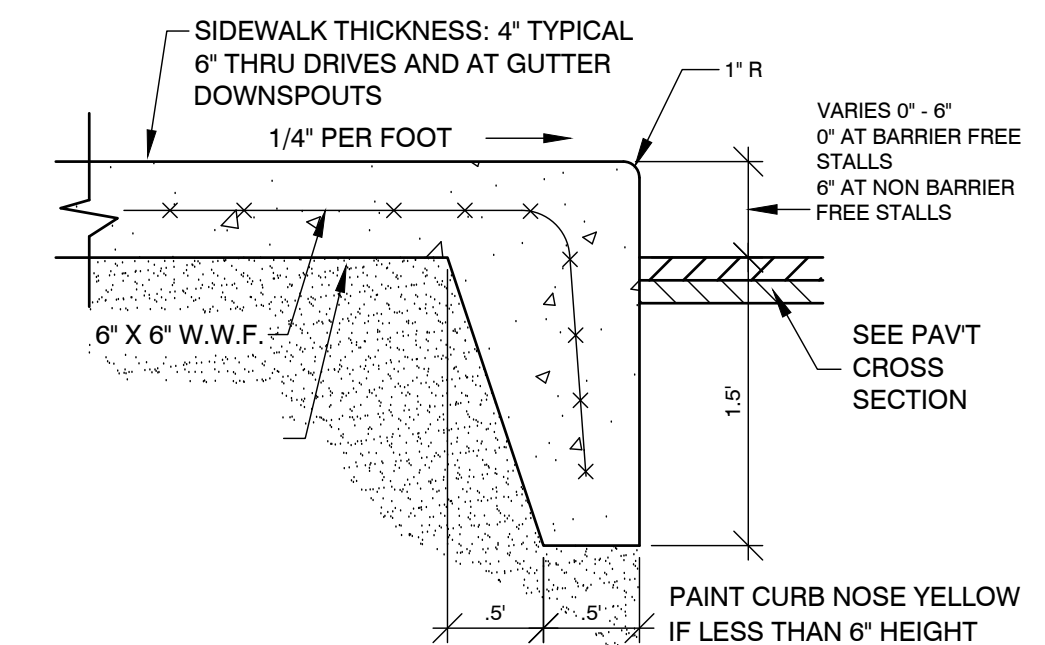
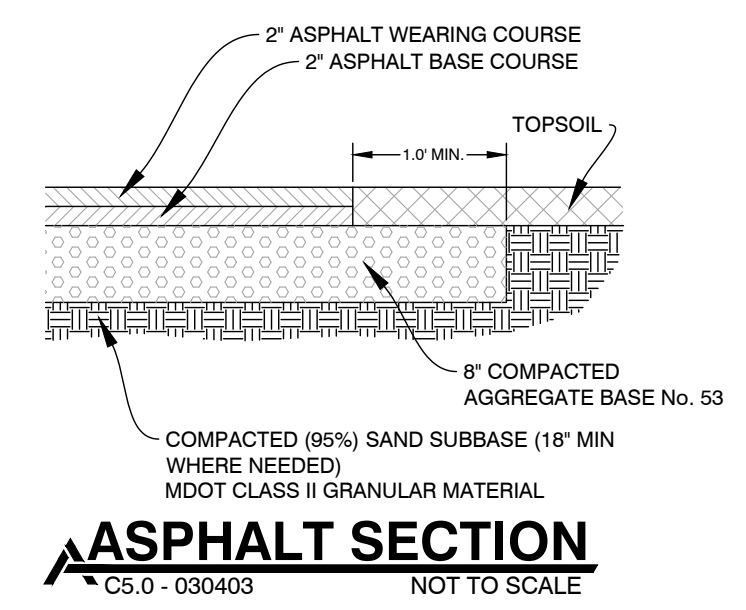
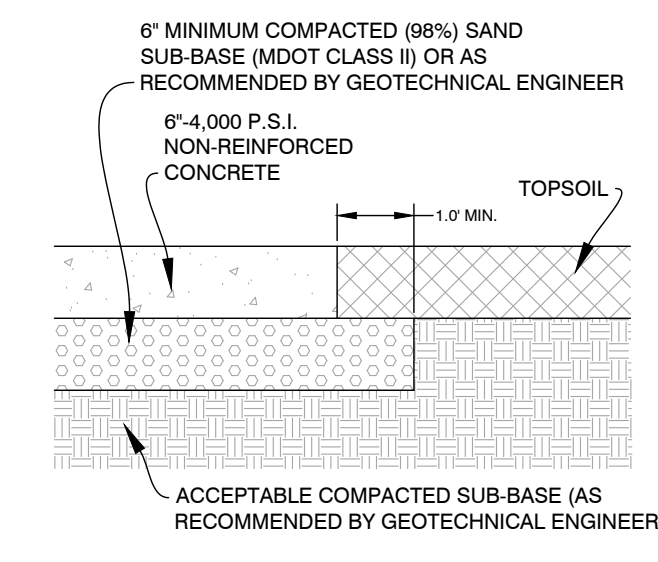
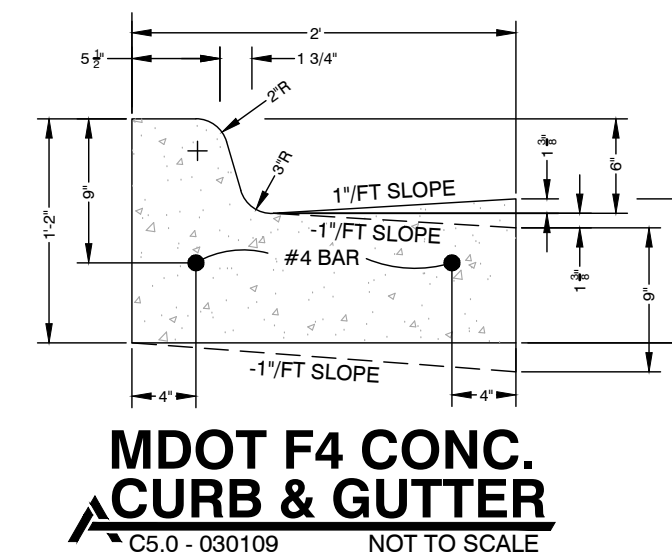
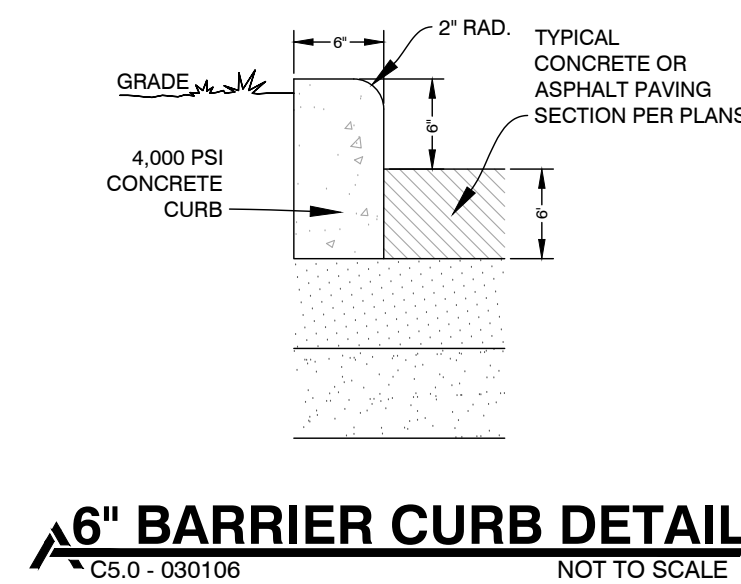
JOB NUMBER  
25103005  
DATE  
05/15/2025

SHEET NUMBER  
C4.0





## DUMPSTER ENCLOSURE DETAIL



PLANS PREPARED BY:



|         |    |
|---------|----|
| AWN:    | aw |
| HECKED: | TC |



|  | 0 | SITE PLAN REVIEW |  | 05/15/2025 | TC |
|--|---|------------------|--|------------|----|
|  | 1 | CITY REVISIONS   |  | 06/09/2025 | TC |
|  | 2 | .                |  | .          | .  |
|  | 3 | .                |  | .          | .  |
|  | 4 | .                |  | .          | .  |

**DRIVEN DESIGN**  
211 36TH STREET  
SECTION 12, T11N, R11E

PROJECT:  
CLIENT:  
SITE ADDRESS:  
SITE SECTION:

JOB NUMBER  
25103005

DATE  
05/15/2025

SHEET NUMBER

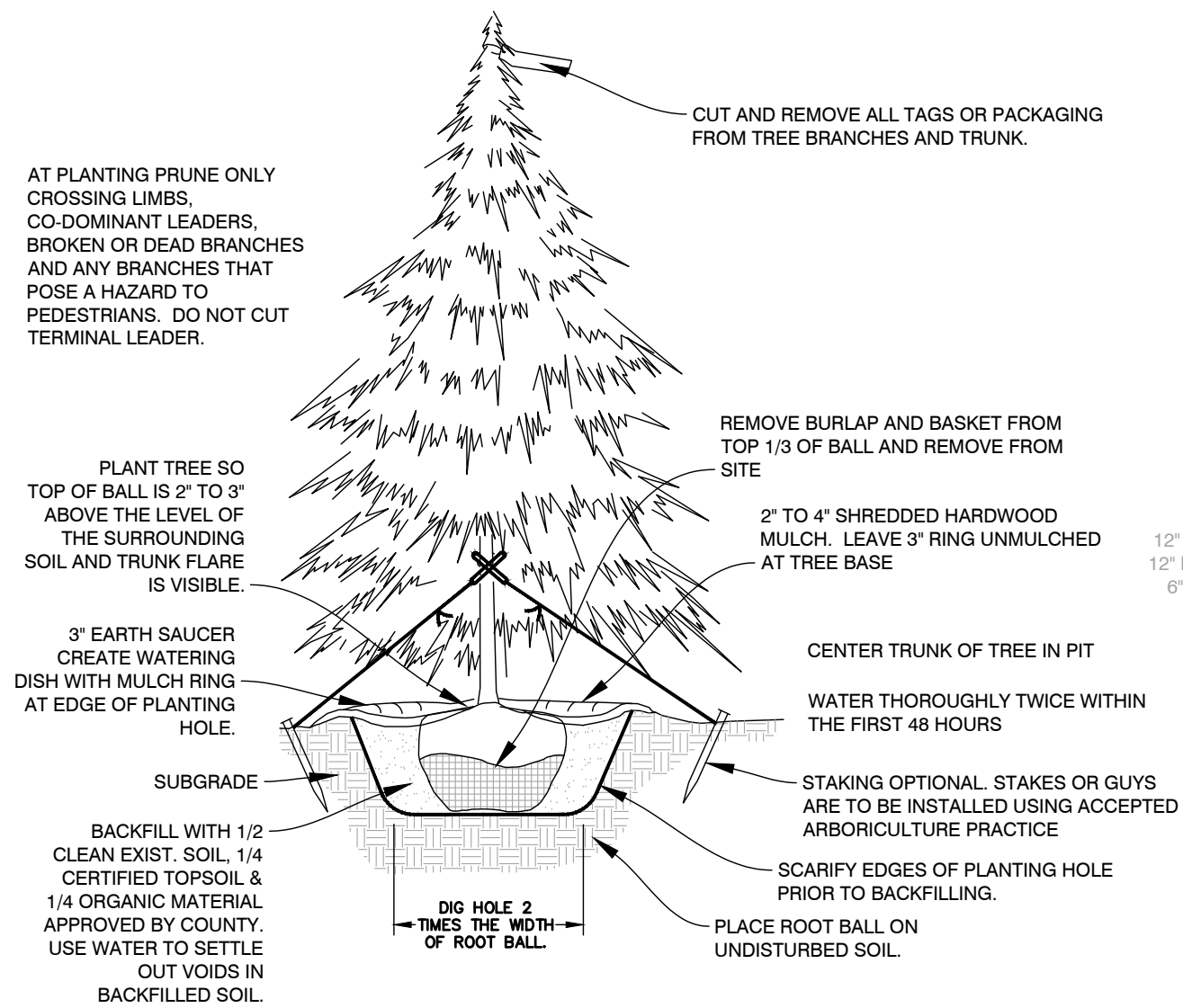
C5.0



## LANDSCAPING NOTES

1. INSTALL CONSTRUCTION FENCE AROUND DRIP LINES OF EXISTING TREES TO REMAIN. NO COMPACTION OR INCREASED DEPTH OF SOIL OVER THE ROOT SYSTEM AREA PRIOR TO AND DURING CONSTRUCTION.
2. ALL LAWN AREAS SHALL BE SEEDED AND MULCHED WITH THE FOLLOWING MIXTURE: 20% IMPROVED PERENNIAL RYEGRASS, 40% FINE FESCUE, AND 40% KENTUCKY BLUEGRASS AT A RATE OF 3-4 LBS/ 1000 SFT.
3. ALL EDGING SHALL BE STANDARD COMMERCIAL-STEEL EDGING 3/4" X 4", ROLLED EDGE, FABRICATED IN SECTIONS OF STANDARD LENGTHS, WITH LOOPS STAMPED FROM OR WELDED TO FACE OF SECTIONS TO RECEIVE STAKES IN STANDARD FINISH OF GREEN PAINT.
4. PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK," MEASURE ACCORDING TO ANSI Z60.1 STANDARDS.
5. MAINTAIN AND ESTABLISH LAWN BY WATERING, FERTILIZING, WEEDING, TRIMMING, REPLANTING, AND OTHER OPERATIONS. ROLL, REGRADE, AND REPLANT BARE OR ERODED AREAS AND REMULCH TO PRODUCE A UNIFORMLY SMOOTH LAWN.
6. BEGIN LAWN MAINTENANCE IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL ACCEPTABLE LAWN IS ESTABLISHED: A MINIMUM OF 60 DAYS AFTER SUBSTANTIAL COMPLETION.
7. PROTECT ADJACENT AND ADJOINING STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND PLANTINGS FROM HYDROSEEDING OVER-SPRAY AND DAMAGE CAUSED BY PLANTING OPERATIONS.
8. REMOVE STONES LARGER THAN 1" IN ANY DIMENSION AND STICK, ROOTS, RUBBISH, AND OTHER EXTRANEEOUS MATTER FROM SITE.
9. MAINTAIN LAWN UNTIL A HEALTHY, UNIFORM, CLOSE STAND OF GRASS HAS BEEN ESTABLISHED, FREE OF WEEDS AND SURFACE IRREGULARITIES, WITH COVERAGE EXCEEDING 90% OVER ANY 10 SFT AND BARE SPOTS DO NOT EXCEED 5 BY 5 INCHES.
10. MAINTAIN TREES AND SHRUBS FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, TIGHTENING AND REPAIRING STAKES AND GUY SUPPORTS, AND RESETTling TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY VIABLE PLANTINGS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
11. REMOVE AND REPLACE DEAD PLANTS IMMEDIATELY. REPLACE PLANTS THAT ARE MORE THAN 25% DEAD OR IN AN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD. A LIMIT OF ONE REPLACEMENT OF EACH PLANT WILL BE REQUIRED, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE TO COMPLY WITH REQUIREMENTS.
12. TREES, AND SHRUBS SHALL BE WARRANTED FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM INCIDENTS THAT ARE BEYOND CONTRACTORS CONTROL.

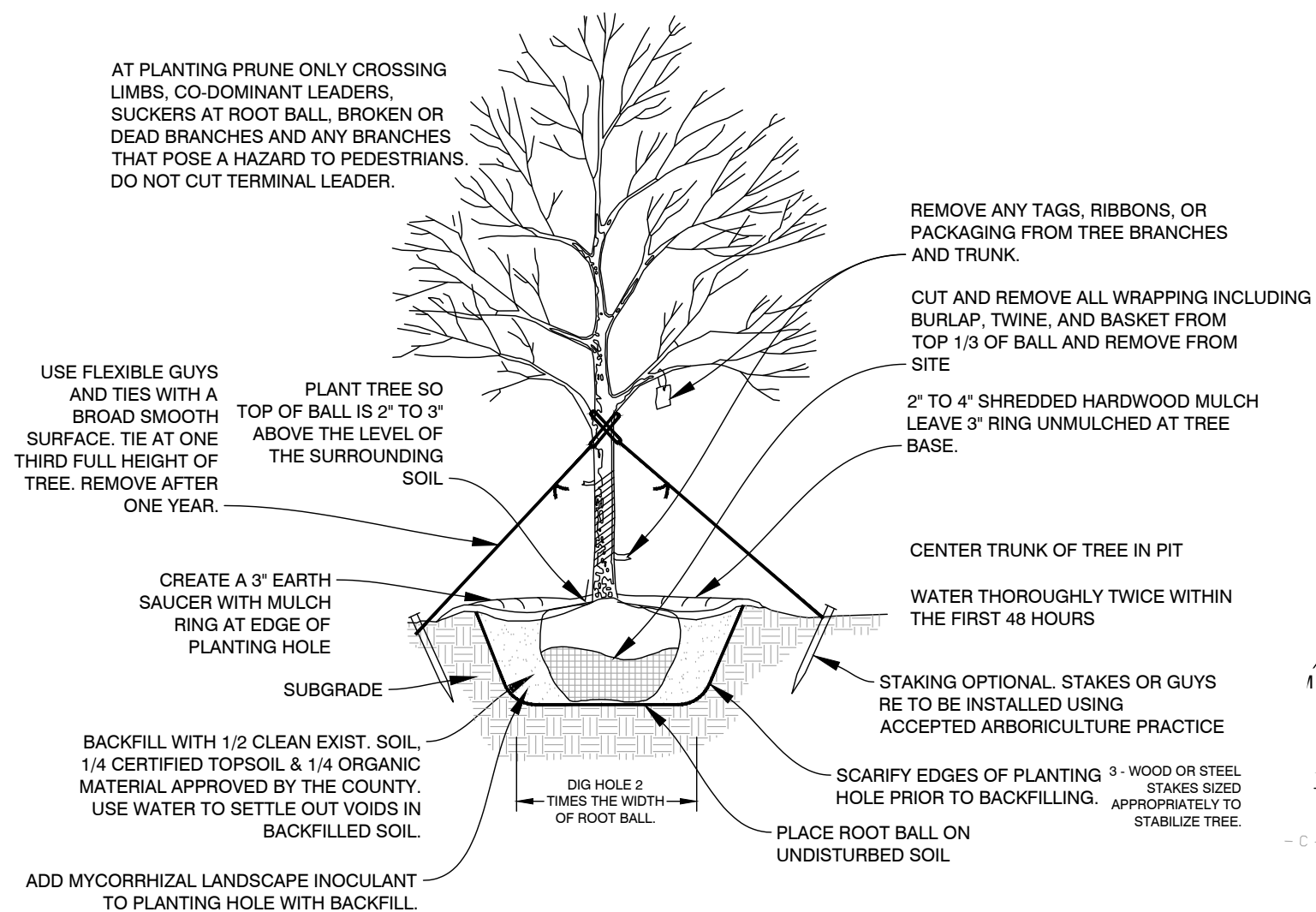
NOTE:  
STAKING OF BALL AND BURLAP TREES REQUIRED AT THE DISCRETION OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL STAKING AT END OF ONE YEAR WARRANTY PERIOD.



## TYPICAL CONIFEROUS TREE PLANTING DETAIL

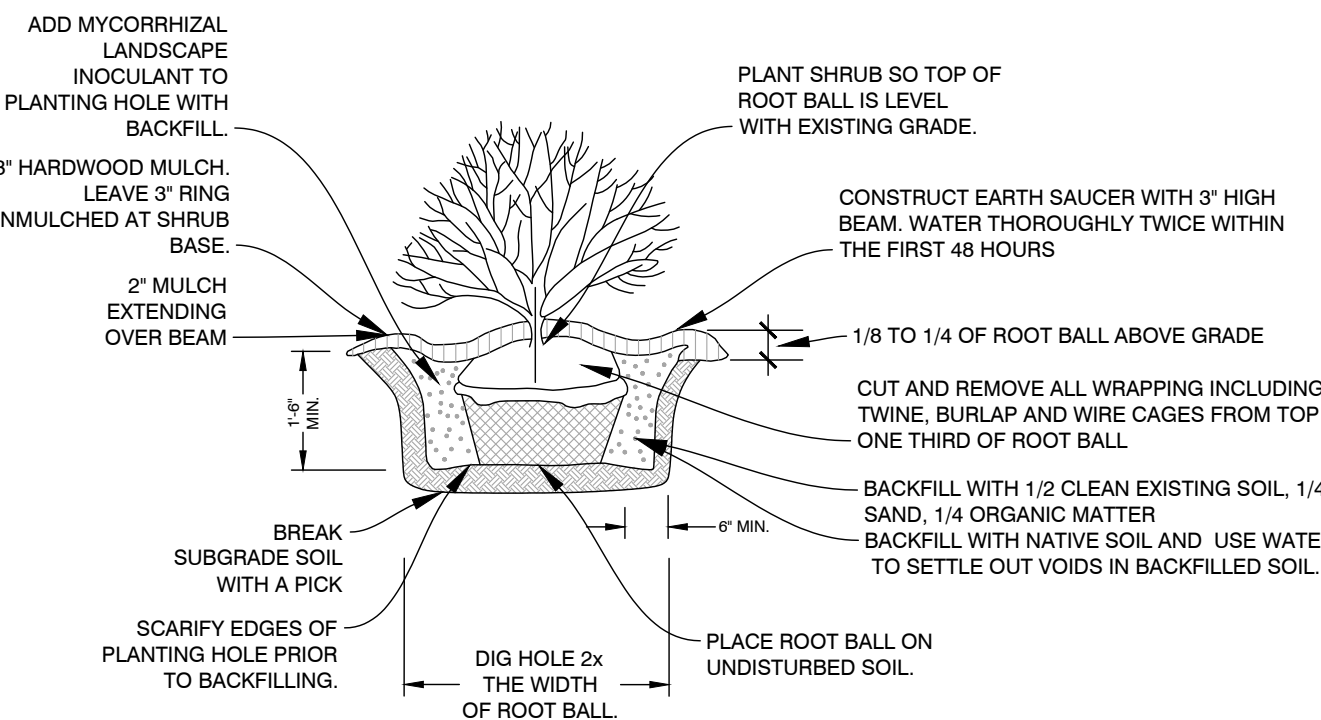
L1.0 - 170101 NOT TO SCALE

NOTE:  
STAKING OF BALL AND BURLAP TREES REQUIRED AT THE DISCRETION OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL STAKING AT END OF ONE YEAR WARRANTY PERIOD.



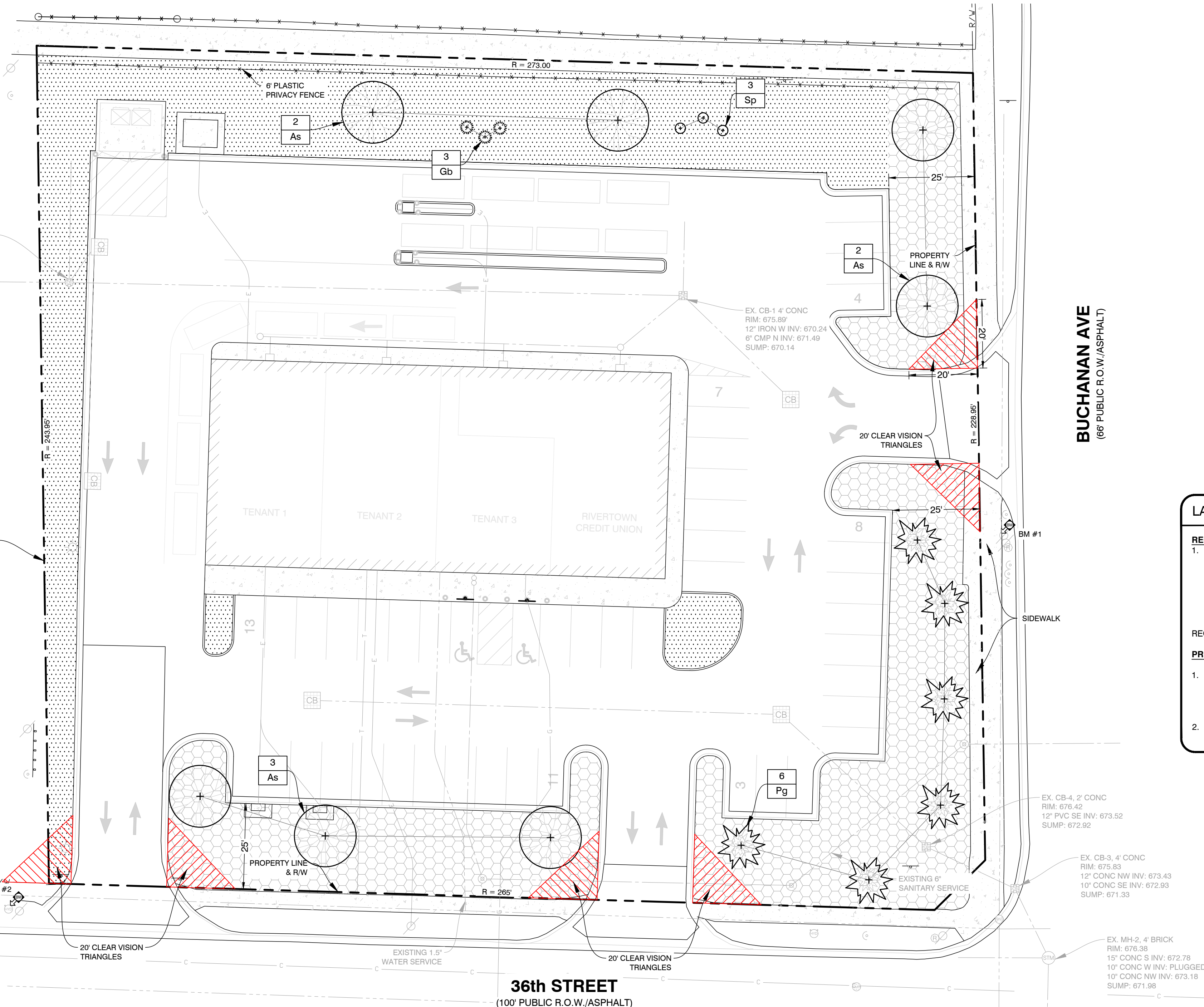
## TYPICAL DECIDUOUS TREE PLANTING DETAIL

L1.0 - 170102 NOT TO SCALE



## TYPICAL SHRUB PLANTING DETAIL

L1.0 - 170103 NOT TO SCALE



## LEGEND

- 1 NUMBER AND TYPE OF PLANTS TO BE PROVIDED AND INSTALLED
- Xx
- PROPOSED DECIDUOUS TREE
- PROPOSED EVERGREEN TREE
- SUN AND SHADE HYDROSEED WITH IRRIGATION ON 4\"/>

ALL PLANTINGS AND LANDSCAPED BEDS REQUIRE IRRIGATION - EITHER DRIP LINE OR MISTERS AS REQUIRED TO ESTABLISH GROWTH AND MAINTAIN HEALTH OF ALL PLANTINGS/LANDSCAPED BEDS.

LANDSCAPING CONTRACTOR RESPONSIBLE FOR TOUCHING-UP AND FINISH-LEVELING OF TOPSOIL AS NECESSARY TO ENSURE HYDROSEED AND SOD ARE INSTALLED ON A SMOOTH AND LEVEL SURFACE FREE OF CLUMPS, STICKS, HOLES, ETC.

## LANDSCAPE DATA

- REQUIREMENTS:**
1. FRONT YARD REQUIREMENT:
    - 1 SHADE TREE (OR 1 EVERGREEN TREE) SHALL BE PLANTED FOR EACH 50 FEET OF FRONTAGE
    - CALCULATION:
      - 36TH ST: 265 FT / 50 FT = 5.30 = 5 SHADE/EVERGREEN TREES REQUIRED
      - BUCHANAN AVE: 229 FT / 50 FT = 4.58 FT = 5 SHADE/EVERGREEN TREES REQUIRED
- PROVIDED LANDSCAPING:**
1. PROVIDED FRONT YARD LANDSCAPING:
    - 36TH ST: 3 SHADE TREES + 2 EVERGREEN TREES = 5 TOTAL
    - BUCHANAN AVE: 2 SHADE TREES + 4 EVERGREEN TREES = 6 TOTAL
  2. SINCE PROPOSED PARKING LOT PROVIDES 44 SPACES, REQUIREMENTS FOR LARGE PARKING LOTS (50+ SPACES) NOT REQUIRED

| Tree Planting Schedule |                             |                         |           |                |          | Shrub Planting Schedule |                               |                   |         |                  |          |
|------------------------|-----------------------------|-------------------------|-----------|----------------|----------|-------------------------|-------------------------------|-------------------|---------|------------------|----------|
| Symbol                 | Latin Name                  | Common Name             | Size      | Container Type | Comments | Symbol                  | Latin Name                    | Common Name       | Size    | Container Type   | Comments |
| As                     | Acer rubrum 'October Glory' | October Glory Red Maple | 2.5" Cal. | B&B            |          | Sp                      | Spiraea x bumalda 'Goldflame' | Goldflame Spirea  | 24" Ht. | 3-5 gallon cont. | 3' O.C.  |
| Pg                     | Picea Glauca 'Densata'      | Black Hills Spruce      | 6' Ht.    | B&B            |          | Gb                      | Buxus 'Green Gem'             | Green Gem Boxwood | 24" Ht. | B&B or Cont.     | 3' O.C.  |



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA. FIELD WORK PERFORMED BY: AR ENGINEERING

PLANS PREPARED BY:



DRAWN: aw  
CHECKED: TC

| No. | DATE       | BY | ISSUED FOR:      |
|-----|------------|----|------------------|
| 0   | 06/15/2025 | TC | SITE PLAN REVIEW |
| 1   | 06/09/2025 | TC | CITY REVISIONS   |
| 2   |            |    |                  |
| 3   |            |    |                  |
| 4   |            |    |                  |

LANDSCAPE PLAN  
RIVERTOWN COMMUNITY CREDIT UNION  
DRIVEN DESIGN  
211 36TH STREET  
SECTION 12, T11N, R11E

JOB NUMBER  
25103005

DATE  
05/15/2025

SHEET NUMBER

L1.0





1 FIRST FLOOR AREA PLAN  
1/8" = 1'-0"

GROSS SF: 8,040 SF

# Ignite Credit Union Strip Mall Storm Water Calculations - South Watershed

May 15, 2025

REV:



Prepared By: AW

| Site Parameters                      |          |                               | Variable          | Calculation                               | Value       | Unit |
|--------------------------------------|----------|-------------------------------|-------------------|---|-------------|------|
| Site Area                            |          |                               | A'                | From site plan                            | 1.53 Acres  |      |
| Total Tributary Area                 |          |                               | A                 | From site plan                            | 0.40 Acres  |      |
| Overland Flow Distance               |          |                               | d                 | From site plan                            | 105.00 ft   |      |
| Elevation at Top of Overland Flow    |          |                               | E <sub>HIGH</sub> | From site plan                            | 677.49      | -    |
| Elevation at Bottom of Overland Flow |          |                               | E <sub>LOW</sub>  | From site plan                            | 676.45      | -    |
| Overland Slope                       |          |                               | S                 | $(E_{HIGH} - E_{LOW})/d * 100 =$          | 0.99 %      |      |
| Time of Concentration (FAA Method)   |          |                               | TC                | $1.8 * (1.1 - C_C) * d^{1/2} / S^{1/3} =$ | 5 min       |      |
| Return Period                        |          |                               | T                 | 10-year                                   | 10-year     |      |
| Design Storm Duration                |          | Use Minimum 30-min Duration → | D                 | 15-min                                    | 0.25 hr     |      |
| ISWSB 71 Rainfall                    | Michigan | 08 - Southwest Lower          | P                 | From IDF Data                             | 0.95 inches |      |
| Rainfall Intensity                   |          |                               | I                 | P/D =                                     | 3.80 in/hr  |      |

## C Factors

|                 |                |      |   |
|-----------------|----------------|------|---|
| Impervious Area | C <sub>1</sub> | 0.90 | - |
| Pervious Area   | C <sub>2</sub> | 0.25 | - |

## Existing Discharge Calculation

|                                    |                 |                                   |            |
|------------------------------------|-----------------|-----------------------------------|------------|
| Existing Tributary Impervious Area | iA              | From site plan                    | 0.36 Acres |
| Existing Tributary Impervious Area | iA              | From site plan                    | 15,520 sft |
| Existing Tributary Pervious Area   | pA              | From site plan                    | 0.05 Acres |
| Existing Composite 'C' Factor      | C <sub>C</sub>  | $((iA * C_1) + (pA * C_2)) / A =$ | 0.82 -     |
| Existing Discharge                 | Q' <sub>A</sub> | C <sub>C</sub> * I * A =          | 1.26 cfs   |

## Proposed Discharge Calculation

|                                    |                 |                                     |            |
|------------------------------------|-----------------|-------------------------------------|------------|
| Proposed Tributary Impervious Area | iA'             | From site plan                      | 0.29 Acres |
| Proposed Tributary Impervious Area | iA'             | From site plan                      | 12,717 sft |
| Proposed Tributary Pervious Area   | pA'             | From site plan                      | 0.11 Acres |
| Proposed Composite 'C' Factor      | C <sub>C'</sub> | $((iA' * C_1) + (pA' * C_2)) / A =$ | 0.72 -     |
| Proposed Discharge                 | Q' <sub>P</sub> | C <sub>C'</sub> * I * A =           | 1.11 cfs   |

# Ignite Credit Union Strip Mall

## Storm Water Calculations - North Watershed

May 15, 2025

REV:



Prepared By: AW

| Site Parameters                      |          |                               | Variable          | Calculation                               | Value       | Unit |
|--------------------------------------|----------|-------------------------------|-------------------|---|-------------|------|
| Site Area                            |          |                               | A'                | From site plan                            | 1.53 Acres  |      |
| Total Tributary Area                 |          |                               | A                 | From site plan                            | 0.70 Acres  |      |
| Overland Flow Distance               |          |                               | d                 | From site plan                            | 135.00 ft   |      |
| Elevation at Top of Overland Flow    |          |                               | E <sub>HIGH</sub> | From site plan                            | 677.78      | -    |
| Elevation at Bottom of Overland Flow |          |                               | E <sub>LOW</sub>  | From site plan                            | 675.76      | -    |
| Overland Slope                       |          |                               | S                 | $(E_{HIGH} - E_{LOW})/d * 100 =$          | 1.50 %      |      |
| Time of Concentration (FAA Method)   |          |                               | TC                | $1.8 * (1.1 - C_C) * d^{1/2} / S^{1/3} =$ | 8 min       |      |
| Return Period                        |          |                               | T                 | 10-year                                   | 10-year     |      |
| Design Storm Duration                |          | Use Minimum 30-min Duration → | D                 | 15-min                                    | 0.25 hr     |      |
| ISWSB 71 Rainfall                    | Michigan | 08 - Southwest Lower          | P                 | From IDF Data                             | 0.95 inches |      |
| Rainfall Intensity                   |          |                               | I                 | P/D =                                     | 3.80 in/hr  |      |

### C Factors

|                 |                |      |   |
|-----------------|----------------|------|---|
| Impervious Area | C <sub>1</sub> | 0.90 | - |
| Pervious Area   | C <sub>2</sub> | 0.25 | - |

### Existing Discharge Calculation

|                                    |                 |                                   |            |
|------------------------------------|-----------------|-----------------------------------|------------|
| Existing Tributary Impervious Area | iA              | From site plan                    | 0.47 Acres |
| Existing Tributary Impervious Area | iA              | From site plan                    | 20,429 sft |
| Existing Tributary Pervious Area   | pA              | From site plan                    | 0.23 Acres |
| Existing Composite 'C' Factor      | C <sub>C</sub>  | $((iA * C_1) + (pA * C_2)) / A =$ | 0.68 -     |
| Existing Discharge                 | Q' <sub>A</sub> | C <sub>C</sub> * I * A =          | 1.83 cfs   |

### Proposed Discharge Calculation

|                                    |                  |                                     |            |
|------------------------------------|------------------|-------------------------------------|------------|
| Proposed Tributary Impervious Area | iA'              | From site plan                      | 0.67 Acres |
| Proposed Tributary Impervious Area | iA'              | From site plan                      | 29,135 sft |
| Proposed Tributary Pervious Area   | pA'              | From site plan                      | 0.03 Acres |
| Proposed Composite 'C' Factor      | C <sub>C</sub> ' | $((iA' * C_1) + (pA' * C_2)) / A =$ | 0.87 -     |
| Proposed Discharge                 | Q' <sub>P</sub>  | C <sub>C</sub> ' * I * A =          | 2.32 cfs   |



# Ignite Credit Union Strip Mall

## Storm Water Calculations - Overall Site

May 15, 2025

REV:



Prepared By: AW

| Site Parameters                      |          |                               | Variable          | Calculation                               | Value       | Unit |
|--------------------------------------|----------|-------------------------------|-------------------|---|-------------|------|
| Site Area                            |          |                               | A'                | From site plan                            | 1.53 Acres  |      |
| Total Tributary Area                 |          |                               | A                 | From site plan                            | 1.11 Acres  |      |
| Overland Flow Distance               |          |                               | d                 | From site plan                            | 105.00 ft   |      |
| Elevation at Top of Overland Flow    |          |                               | E <sub>HIGH</sub> | From site plan                            | 677.49      | -    |
| Elevation at Bottom of Overland Flow |          |                               | E <sub>LOW</sub>  | From site plan                            | 676.45      | -    |
| Overland Slope                       |          |                               | S                 | $(E_{HIGH} - E_{LOW})/d * 100 =$          | 0.99 %      |      |
| Time of Concentration (FAA Method)   |          |                               | TC                | $1.8 * (1.1 - C_C) * d^{1/2} / S^{1/3} =$ | 7 min       |      |
| Return Period                        |          |                               | T                 | 10-year                                   | 10-year     |      |
| Design Storm Duration                |          | Use Minimum 30-min Duration → | D                 | 15-min                                    | 0.25 hr     |      |
| ISWSB 71 Rainfall                    | Michigan | 08 - Southwest Lower          | P                 | From IDF Data                             | 0.95 inches |      |
| Rainfall Intensity                   |          |                               | I                 | P/D =                                     | 3.80 in/hr  |      |

### C Factors

|                 |                |      |   |
|-----------------|----------------|------|---|
| Impervious Area | C <sub>1</sub> | 0.90 | - |
| Pervious Area   | C <sub>2</sub> | 0.25 | - |

### Existing Discharge Calculation

|                                    |                 |                                   |            |
|------------------------------------|-----------------|-----------------------------------|------------|
| Existing Tributary Impervious Area | iA              | From site plan                    | 0.83 Acres |
| Existing Tributary Impervious Area | iA              | From site plan                    | 35,949 sft |
| Existing Tributary Pervious Area   | pA              | From site plan                    | 0.28 Acres |
| Existing Composite 'C' Factor      | C <sub>C</sub>  | $((iA * C_1) + (pA * C_2)) / A =$ | 0.73 -     |
| Existing Discharge                 | Q' <sub>A</sub> | C <sub>C</sub> * I * A =          | 3.09 cfs   |

### Proposed Discharge Calculation

|                                      |                 |                                     |            |
|--------------------------------------|-----------------|-------------------------------------|------------|
| Proposed Tributary Impervious Area   | iA'             | From site plan                      | 0.96 Acres |
| Proposed Tributary Impervious Area   | iA'             | From site plan                      | 41,852 sft |
| Proposed Tributary Pervious Area     | pA'             | From site plan                      | 0.15 Acres |
| Proposed Composite 'C' Factor        | C <sub>C'</sub> | $((iA' * C_1) + (pA' * C_2)) / A =$ | 0.81 -     |
| Proposed Discharge                   | Q' <sub>P</sub> | C <sub>C'</sub> * I * A =           | 3.43 cfs   |
| Proposed Increase in Impervious Area | ΔiA             | iA' - iA =                          | 5,903 sft  |

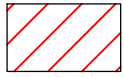
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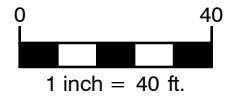
SOUTH WATERSHED AREA



NORTH WATERSHED AREA



EXISTING IMPERVIOUS AREA



MICHIGAN | INDIANA | ILLINOIS | OHIO  
269.250.5991 PHONE | 866.569.0604 FAX  
www.AREngineeringLLC.com

SHEET TITLE:

EXISTING WATERSHED MAP

PROJECT:

RIVERTOWN COMMUNITY CREDIT UNION

CLIENT:

DRIVEN DESIGN

SITE ADDRESS:

211 36TH ST SW

SITE SECTION:

SECTION 12 TOWNSHIP 11N RANGE 11E

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AW

SHEET NUMBER:

1 of 2

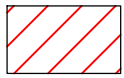
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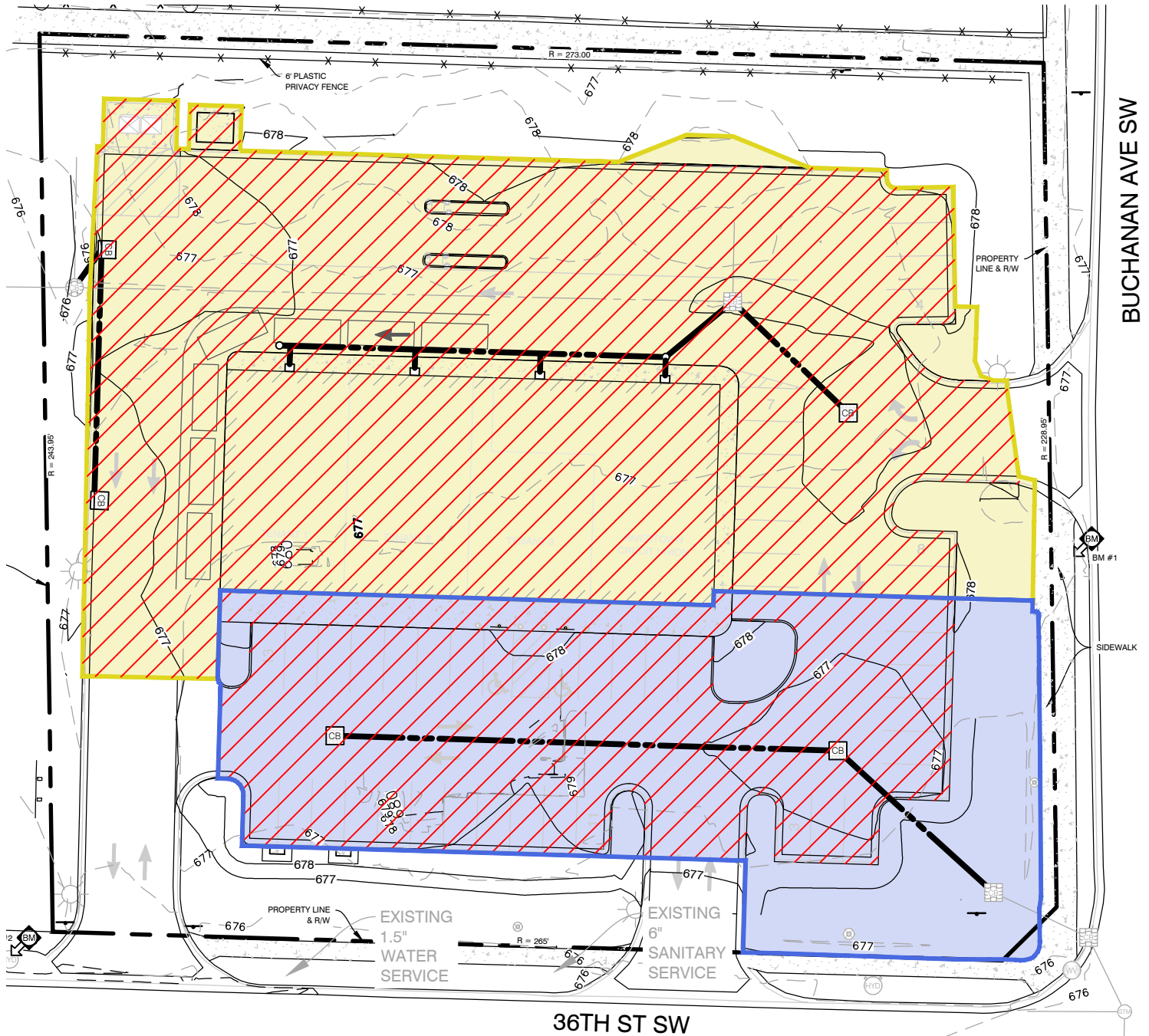
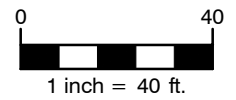
SOUTH WATERSHED AREA



NORTH WATERSHED AREA



EXISTING IMPERVIOUS AREA



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PROPOSED WATERSHED MAP

PROJECT:

RIVERTOWN COMMUNITY CREDIT UNION

CLIENT:

DRIVEN DESIGN

SITE ADDRESS:

211 36TH ST SW

SITE SECTION:

SECTION 12 TOWNSHIP 11N RANGE 11E

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DATE:

05/15/2025

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AW

SHEET NUMBER:

2 of 2

10 Year Storm - Storm Pipe Calculation







AR Engineering  
Project: Ignite CU Strip Mall  
Job #: 25103005  
Date: 15-May-25  
By: aw  
  
Mannings n 0.012  
10-Year Intenisty 3.95 in/hr

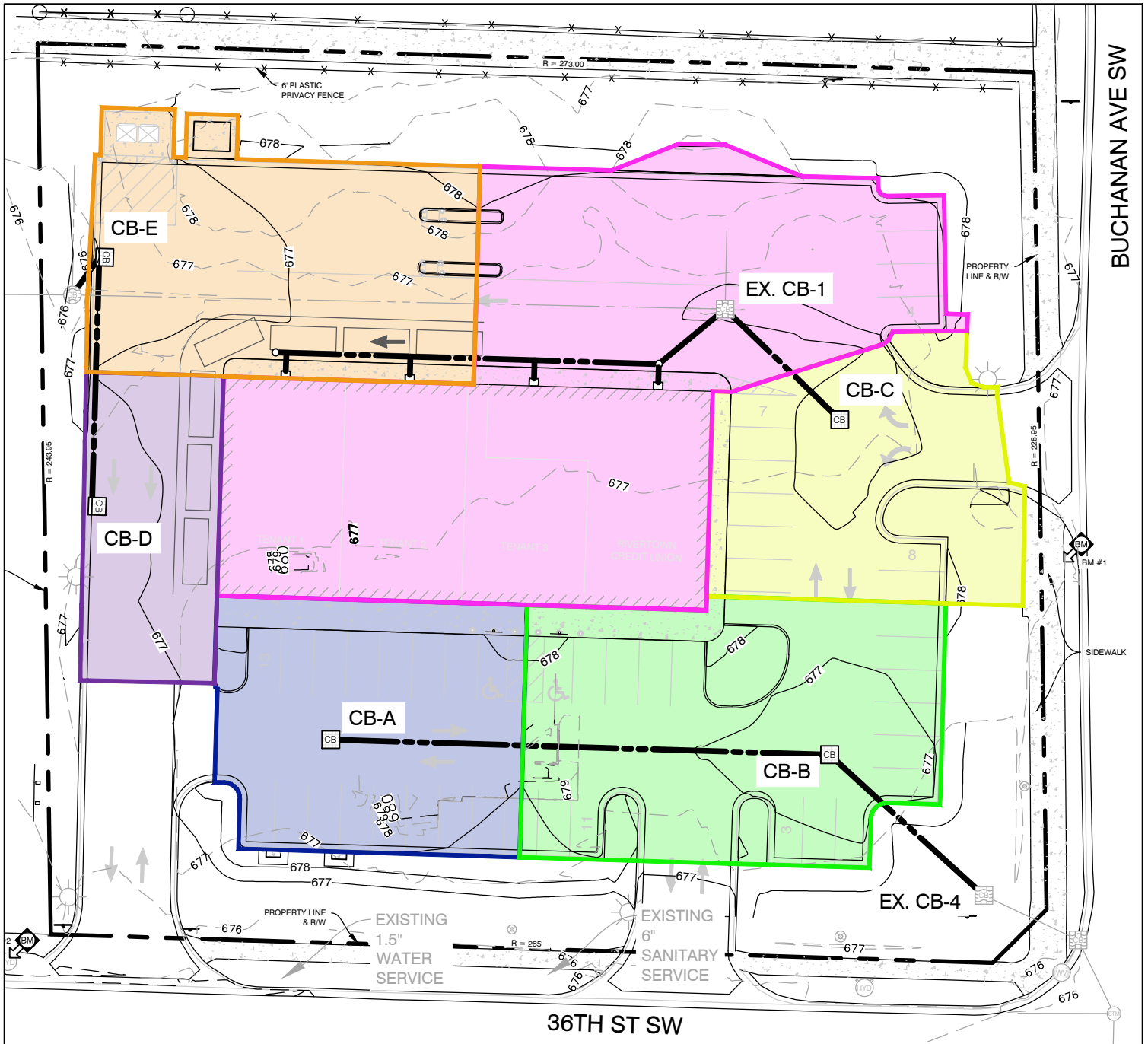
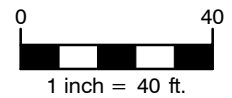
| Water Shed Area | Upstream Structure | Downstream Structure | Area (sqft) | Area (ac) | c    | Required Q (cfs) | Required Q (cfs) cumulative | Pipe Size | Pipe Slope % |  | Velocity (fps) (flowing full) (2.5 min) | Provided Q (cfs) |
|-----------------|--------------------|----------------------|-------------|-----------|------|------------------|-----------------------------|-----------|--------------|--|---|------------------|
| 1               | CB-A               | CB-B                 | 5,712       | 0.131     | 0.88 | 0.46             | 0.46                        | 12        | 0.30         |  | 2.70                                    | 2.12             |
| 2               | CB-B               | Ex. CB-4             | 7,842       | 0.180     | 0.84 | 0.60             | 1.05                        | 12        | 0.30         |  | 2.70                                    | 2.12             |
|                 |                    |                      |             |           |      |                  |                             |           |              |  |   |                  |
| 3               | CB-C               | Ex. CB-1             | 5,443       | 0.125     | 0.76 | 0.38             | 0.38                        | 12        | 0.30         |  | 2.70                                    | 2.12             |
| 4               | Ex. CB-1           | Ex. CB-5             | 15,291      | 0.351     | 0.89 | 1.23             | 1.61                        | 12        | 0.37         |  | 3.00                                    | 2.35             |
|                 |                    |                      |             |           |      |                  |                             |           |              |  |   |                  |
| 5               | CB-D               | CB-E                 | 3,137       | 0.072     | 0.88 | 0.25             | 0.25                        | 12        | 0.30         |  | 2.70                                    | 2.12             |
| 6               | CB-E               | Ex. CB-5             | 6,747       | 0.155     | 0.90 | 0.55             | 0.80                        | 12        | 0.30         |  | 2.70                                    | 2.12             |

Equations  
 $Q\text{ (CFS)} = A(1.486/n)R^{2/3}S^{1/2}$   
 $V\text{ (ft/sec)} = (0.590/n)D^{2/3}S^{1/2}$   
 $Q\text{ Max (CFS)} = 2.58(D^{2.50})$

\*\*Slope for transfer pipe is determined from average hydraulic grade line from Spill Containment Cell to Retention Basin

# LEGEND

|  |                |   |                    |
|--|----------------|---|--------------------|
|  | CB-A WATERSHED |  | EX. CB-1 WATERSHED |
|  | CB-B WATERSHED |  | CB-D WATERSHED     |
|  | CB-C WATERSHED |  | CB-C WATERSHED     |



WYOMING PLANNING COMMISSION  
AGENDA ITEM  
NO. 3

**DATE DISTRIBUTED:** June 10, 2025

**PLANNING COMMISSION DATE:** June 17, 2025

**ACTION REQUESTED:** Request for Rezoning from ER Estate Residential to PUD-4 General Planned District

**REQUESTED BY:** Paramount Development Corporation, Virginia L Salmon Trust

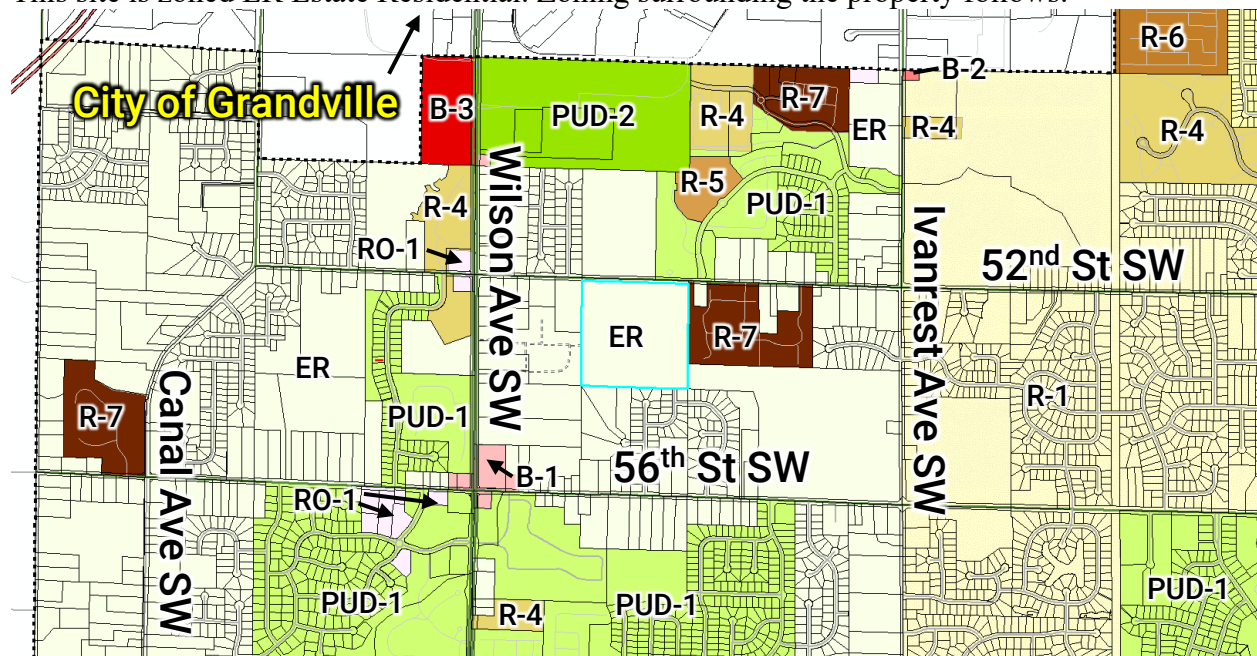
**REPORT PREPARED BY:** Nicole Hofert, Director of Community and Economic Development  
Colton Hyble, Planner I

**GENERAL LOCATION DESCRIPTION:**

The property is located at 3738 52<sup>nd</sup> Street SW. The property is approximately 38.1 acres and is located along 52<sup>nd</sup> Street SW, southeast of the intersection of 52<sup>nd</sup> Street SW and Wilson Avenue SW.

**EXISTING ZONING CHARACTERISTICS:**

This site is zoned ER Estate Residential. Zoning surrounding the property follows:



North: ER Estate Residential, PUD-1 Low Density Planned Unit Development, PUD-2 Commercial Unit Development, R-5 Residential District, R-4 Residential District, B-3 Planned Shopping Business District, R-7 Residential District, *City of Grandville*

South: ER Estate Residential, PUD-1 Low Density Planned Unit Development, B-1 Local Business District, R-4 Residential District

East: R-7 Residential District, ER Estate Residential, R-1 Residential District



West: ER Estate Residential, RO-1 Restricted Office District, R-4 Residential District, PUD-1 Low Density Planned Unit Development, R-7 Residential District

**EXISTING LAND USE:**

The site currently has a vacant, single family residence within the 38.1 acre parcel. Uses surrounding the site are the following:



North: Residential - Education, Single Family, Multi-Family, Retirement Community, Place of Worship, Commercial - Retail, Business Recreation, Restaurant

South: Residential – Single Family, Multi-Family, Commercial – Restaurant, Automobile Repair, Contractor

East: Residential – Single Family, Multi-Family, Place of Worship, Commercial – Business Recreation

West: Residential – Single Family, Multi-Family, Assisted Living Facility, Education, Place of Worship, Commercial – Financial Institution, Medical Office

**PROJECT INFORMATION:**

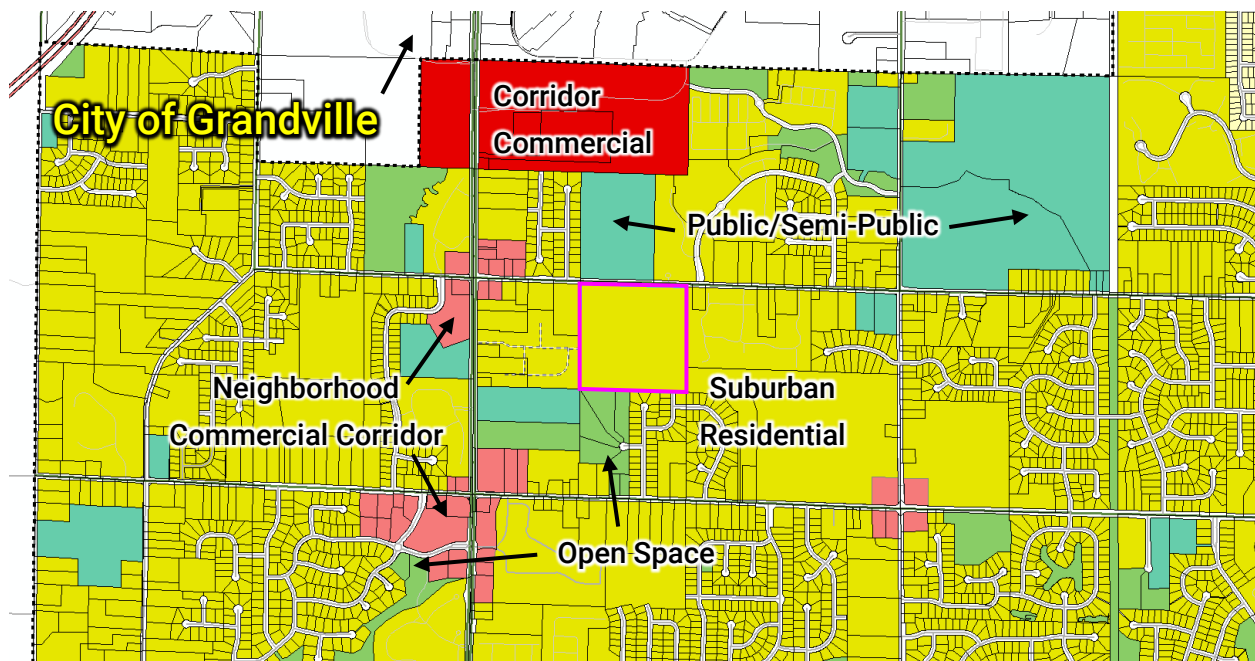
The applicant proposes a new residential housing development, consisting of 207 owner-occupied units, at 3738 52<sup>nd</sup> Street SW. This development consists of a mixture of two housing types: single family detached units and single family attached units. The portions of housing dedicated to single family detached units will feature 50-foot-wide and 70-foot-wide lots. As for the single family attached type, the proposal details townhomes with garages that are either front or rear loaded. Three open spaces are proposed at the center of the property, with trails and sidewalks distributed throughout the development.

## CONFORMANCE WITH ORDINANCE STANDARDS AND FINDINGS OF FACT:

Section 90-516(6) establishes general review standards for rezonings:

*(a) Consistency with the adopted master plan;*

This parcel is noted as Suburban Residential in the 2021 Wyoming [re] Imagined master plan, which places a priority on housing development. The master plan encourages larger redevelopment of property through the Planned Unit Development (PUD) process, to maximize open space and pedestrian infrastructure. These types of developments are directed to take place along major roadways and maintain the character of nearby neighborhoods. The proposed PUD-4 is located along a major roadway and incorporates single family homes. This aligns with the direction of the master plan.



*(b) Compatibility of the allowed uses with existing and future land uses;*

The existing land use as a singular unit of housing is permitted within the existing land use, but the future land use of Suburban Residential demonstrates that redevelopment should occur on large estate properties when possible. The PUD zoning classification would allow for the desired type of redevelopment to happen.

*(c) Ability of the property to be used as currently zoned; and*

As currently zoned, a development beyond one unit would not be permitted. While platting the property is a feasible option, the PUD process type allows for a variety of housing types, provides dedicated open space, and can deliver a product crafted to the needs of the community.



- (d) *Appropriateness of all uses allowed within the proposed district at the property location.*  
The proposed PUD-4 permits a variety of residential uses that are appropriate for the area. Nearby commercial centers, educational facilities, and adequate infrastructure make this property suitable for a residential development that will work in tandem with recent developments nearby.

Section 90-417C establishes qualifying conditions for rezoning requests to a PUD-4:

(a) *Location*

The site at 3738 52<sup>nd</sup> Street SW is located within the City of Wyoming and was not previously zoned another PUD district, which meets this condition's requirement.

(b) *PUD Purpose*

The proposed PUD meets three purposes as outlined in section 90-416C:

- i. *Provide for flexibility in development that will result in a better project for the developer, residents and users, as well as for the city, in general.*  
This project offers a variety of housing types in a manner that both adds necessary units to the area while maintaining an appealing product type at a variety of price points. The PUD-4 also requires the designation of general open space in addition to any private open space that would be provided through the platting process. This project cannot be accomplished with traditional zoning.
- ii. *Accomplish a more desirable and sustainable residential environment than would be possible through the strict application of minimum requirements of this Ordinance.*  
The PUD-4 allows for a variety of owner-occupied single family units organized in a manner that would not be possible in a single residential or commercial zoning district, due to the required open space minimums not present in other zoning districts.
- iii. *Encourage the utilization of open space and development of recreational amenities generally located within walking distance of all living units.*  
The proposed development features open space areas distributed throughout, with walking connections and features designated for resident recreational use. These features include walking paths, open fields, and accessory structures.

(c) *Size*

The property proposed to be rezoned is approximately 38.1 acres, which meets the minimum lot size requirement.

*(d) Residential Density*

The proposed density for this site is 5.43 dwelling units per acre. The maximum permitted density without a density bonus for properties 35.1 to 100 acres in size is 6 dwelling units per acre, per Table 90-420C(2). The proposed density falls below the allowed density limit.

*(e) Housing Variety*

The housing variety proposed for this project includes both attached and detached single family owner-occupied units. Two different types of single family detached units are proposed on 50- and 70-foot-wide lots, while the single family attached units are varied between townhomes with front and rear loaded garages. This meets the requirements of this section while maintaining the character of adjacent neighborhoods.

*(f) Utilities*

Existing public water and sanitary sewer facilities will serve the proposed PUD.

*(g) Ownership and Control*

The property is owned by a single entity, Virginia L Salmon Trust. The ownership has consented to the PUD application and has a purchase agreement for the property with the applicant, Paramount Development Corporation.

*(h) Recognizable Public Benefit*

The proposed development satisfies this condition through two benefits that would not be possible under the existing ER Estate Residential District. The PUD will include:

*i. A complementary mix of land uses or housing types within the PUD.*

This development offers a variety of single family housing types that work in cohesion to meet the area's housing demands while keeping in character with adjacent developments.

*ii. Connectivity of preserved open space with adjacent open space, greenways or public trails.*

The proposed PUD provides pedestrian mobility connections to the right-of-way along 52<sup>nd</sup> Street SW, the neighborhood to the south, and within the PUD. Internal sidewalks and trails within the PUD connect all properties to the dedicated open space areas and gathering spaces central to the site.

**STAFF COMMENTS:**

*(a) Modifications to minimum requirements*

The applicant requests the following modifications which can be recommended by Planning Commission and granted by City Council. Staff supports the following requests, which are detailed on pages 4 and 5 of the project narrative:

- i. The following are deviations from applicable zoning codes for the entire project:
  - a. Public road width of 30 feet with 25 feet of blacktop. This represents a reduction of 3 feet for both provisions.
  - b. Private road width of 25 feet with 24 feet of blacktop.
  - c. Michigan rooms and decks allowed in the required rear yard setback up to 6 feet.
  - d. Architectural features allowed in the front yard setback up to 6 feet. This is an additional 3 feet to the current code requirement of 3 feet.
  - e. Along 52<sup>nd</sup> Street SW, the required front yard is 30 feet, a deviation of 5 feet from the 35 foot requirement.
  - f. A reduction of the required open space to 20.8% of total land area. This is a deviation of 14.2% from the requirement of 35%. An additional reduction of no more than 3% may be permitted as the PUD-4 design is finalized.
- ii. The following are requested deviations for the single family attached housing types proposed:

| Single Family Attached | Zoning Type                  | Requirement | Deviation | PUD Standard |
|------------------------|------------------------------|-------------|-----------|--------------|
|                        | Minimum Side Yard            | 20 ft.      | 4 ft.     | 16 ft.       |
|                        | Greenbelt Requirement        | 25 ft.      | 25 ft.    | 0 ft.        |
| Rear Loaded            |                              |             |           |              |
|                        | Minimum Front Yard           | 35 ft.      | 11 ft.    | 24 ft.       |
|                        | Minimum Secondary Front Yard | 35 ft.      | 25 ft.    | 10 ft.       |
| Front Loaded           |                              |             |           |              |
|                        | Minimum Front Yard           | 35 ft.      | 10 ft.    | 25 ft.       |
|                        | Minimum Secondary Front Yard | 35 ft.      | 30 ft.    | 5 ft.        |

- iii. The following are requested deviations for the single family detached housing types proposed:

| Single Family Detached | Zoning Type                  | Requirement   | Deviation     | PUD Standard  |
|------------------------|------------------------------|---------------|---------------|---------------|
|                        | Minimum Front Yard           | 35 ft.        | 10 ft.        | 25 ft.        |
|                        | Detached Garages             | Not Allowed   | -             | Allowed       |
| 50' Lots               |                              |               |               |               |
|                        | Minimum Lot Area             | 8,400 sq. ft. | 3,000 sq. ft. | 5,400 sq. ft. |
|                        | Minimum Lot Width            | 65 ft.        | 15 ft.        | 50 ft.        |
|                        | Minimum Secondary Front Yard | 20 ft.        | 14 ft.        | 6 ft.         |
|                        | Minimum Combined Side Yard   | 18 ft.        | 6 ft.         | 12 ft.        |
|                        | Minimum Side Yard            | 7 ft.         | 1 ft.         | 6 ft.         |
|                        | Minimum Rear Yard            | 35 ft.        | 10 ft.        | 25 ft.        |
| 70' Lots               |                              |               |               |               |
|                        | Minimum Lot Area             | 8,400 sq. ft. | 400 sq. ft.   | 8,000 sq. ft. |
|                        | Minimum Secondary Front Yard | 20 ft.        | 11 ft.        | 9 ft.         |
|                        | Minimum Combined Side Yard   | 18 ft.        | 4 ft.         | 14 ft.        |
|                        | Minimum Rear Yard            | 35 ft.        | 5 ft.         | 30 ft.        |

*(b) Analysis of Impediments (AI) to Housing Choice and Housing Needs Assessment (HNA)*

The City's 2020 AI and HNA identified a need for 7,876 additional units in Wyoming.

This project is proposed to add 207 units to the housing stock to meet increasing demands in the area.

*(c) Location*

The location is suitable for a residential development, being adjacent to the intersection of major thoroughfares of Wilson Avenue SW and 52<sup>nd</sup> Avenue SW. Nearby schools, commercial corridors, and recreational opportunities also meet a variety of needs of the residents of this proposed development.

*(d) Process*

The Planning Commission is only considering a Preliminary PUD request for this parcel. This request will receive two readings at City Council. The applicant could then submit an application for Final PUD approval relying on the updated zoning once approved by City Council or contingent on City Council approval.

- June 17 – Planning Commission considers the Preliminary PUD request.
- July 7 – City Council hears the first reading of the Preliminary PUD request.
- August 4 – City Council hears the second reading of the Preliminary PUD request.

**CONFORMANCE WITH THE CITY OF WYOMING SUSTAINABILITY PRINCIPLES:**

Sustainability: The advancement and promotion, with equal priority, of environmental quality, economic strength, and social equity so that a stable and vibrant community can be assured for current and future generations.

The proposed development offers differing housing types that can meet various needs and price points, which is necessary in a diverse community such as Wyoming. Social equity and economic strength are both gained when providing necessary housing and the opportunity for homeownership in an area that sees high demand from residents of varying income levels.

**RECOMMENDED CONDITIONS TO APPROVAL**

1. The conceptual plan, architectural pattern book, declaration of covenants and restrictions, project narrative, and master deed shall be submitted and included as part of approved PUD-4.

**PLANNING COMMISSION ACTION:**

The Development Review Team recommends the Planning Commission grant the PUD-4 rezoning request at 3738 52<sup>nd</sup> Street SW, including the requested deviations, and recommend the same to the City Council subject to condition 1.

**DEVELOPMENT REVIEW TEAM:**

Patrick Waterman, Deputy City Manager

Aaron Vis, Director of Public Works

Lew Manley, Building Official

Kimberly Koster, Director of Public Safety

Nicole Hofert, Director of Community and Economic Development

# Project Narrative

## **i. Qualifying conditions.**

### **a. Location**

3738 52<sup>nd</sup> Street SW  
Wyoming, MI 49418

### **b. PUD Purpose.**

- The proposed PUD provides for flexibility in development by allowing a variety of housing styles in a cohesive development. The variety of styles and price points will foster community for every generation.
- The proposed PUD achieves a more desirable layout with more flexible setbacks than allowed in the underlying ER zoning district.
- The proposed PUD, specifically, the complementary mix of housing types, will offer a variety of price points and will be sold as owner occupied housing. This furthers the goals and needs of the City and its residents.
- The proposed PUD includes large, centrally located green spaces that will provide a fantastic amenity for all residents as it is within walking distance of all living units.

### **c. Size.**

38.1 acres

### **d. Residential density.**

Gross density = 5.43 du/ac

### **e. Housing variety.**

The proposed development will contain a variety of housing types including:

- 70-foot-wide single family detached lots
- 50-foot-wide single family detached lots
- Front loaded garage townhomes (two, four, and six unit buildings)
- Rear load garage townhomes (six and eight unit buildings)

### **f. Utilities.**

The PUD will be served by both public watermain and public sanitary sewer.



**g. Ownership and control.**

The property is currently under a purchase agreement with EB Real Holdings LLC and Paramount Development Corporation is the applicant and developer. Both entities have the same ownership. In addition, the application was signed by the current property owner and seller, Gary Salmon, Trustee of the Virginia L Salmon Trust.

**h. Recognizable public benefit.**

- The proposed PUD will include a complementary mix of housing types that will offer a variety of styles and price points and will foster community for every generation.
- The proposed PUD will connect the preserved open space through a looped sidewalk/trail system that will connect each home to the central gathering spaces within the townhome area.

**ii. Identification of present owners of all land within the proposed project:**

*Virginia L Salmon Trust - Gary Salmon (Trustee)*

**iii. Explanation of the proposed character of the PUD, including a summary of acreage by use, number and type of dwelling units, gross residential density, area and percent of the project to be preserved as common space, minimum lot sizes by type of use.**

The proposed PUD will be characterized by a close-knit community atmosphere. By providing a variety of housing styles we invite diversity of product and price points and therefore create a community that can span generations. The community will invoke charm with intentionally designed details including added curvature in the streets, great landscaping, and a focus on the large community green spaces that will act as a central gathering feature for all residents and loosen up the overall feel.

The project will include:

| TYPE                       | ACREAGE    | TOTAL   |
|----------------------------|------------|---|
| 70-Foot Single-Family Lots | 9.8 acres  | 35 Lots   |
| 50-Foot Single-Family Lots | 10.6 acres | 48 Lots   |
| Front Loaded Townhomes     | 5.6 acres  | 1 2-Unit Building<br>6 4-Unit Buildings<br><u>8 6-Unit Buildings</u><br>Total: 74 Units |

|                            |   |   |
|----------------------------|---|---|
| Rear Loaded Townhomes      | 4.0 acres   | 7 6-Unit Buildings<br><u>1 8-Unit Building</u><br>Total: 50 Units                                     |
| Roadways/Parking/Sidewalks | <i>*Included in individual area calculations where abutting</i> | 3,820 LF Public Road<br>1,250 LF Private Road<br>9,770 LF 5' Sidewalk<br>45 additional parking spaces |
| Green Space                | 7.9 acres   | 20.8%   |

**TOTAL: 207 UNITS**

**GROSS RESIDENTIAL DENSITY: 5.43 DU/AC**

***MINIMUM LOT REQUIREMENTS:***

**70-Foot Single-Family Lots**

|                |  |
|----------------|--|
| MIN. LOT AREA  | 8,000 SF   |
| MIN. LOT WIDTH | 70 FT  |
| ROAD STYLE     | 60 FT ROW, 30 FT B-B CURB (PUBLIC)   |
| MIN. SETBACKS  | FRONT: 35 FT (*9 FT SECONDARY FRONT YARD SETBACK)<br>SIDE: 7 FT (14 FT TOTAL)<br>REAR: 30 FT |

**50 Foot Single-Family Lots**

|                |  |
|----------------|--|
| MIN. LOT AREA  | 5,400 SF   |
| MIN. LOT WIDTH | 50 FT  |
| ROAD STYLE     | 60 FT ROW, 30 FT B-B CURB (PUBLIC)   |
| MIN. SETBACKS  | FRONT: 25 FT (*6 FT SECONDARY FRONT YARD SETBACK)<br>SIDE: 6 FT (12 FT TOTAL)<br>REAR: 25 FT |

**Front Loaded Townhomes**

|   |  |
|---|--|
| GARAGE TO PVMT (NO WALK)                      | 28 FT  |
| GARAGE TO 6' WALK                             | 20 FT  |
| BLDG TO PUB. ROW OR 6' WALK                   | 5 FT (*SECONDARY FRONT YARD)   |
| BLDG TO 52 <sup>ND</sup> ST ROW AND PUD BNDRY | 30 FT  |
| BLDG TO BLDG                                  | 16 FT  |
| ROAD STYLE                                    | PRIVATE: 52 FT ESMT, 24 FT PVMT<br>PUBLIC: 60 FT ROW, 33 FT B-B CURB |

**Rear Loaded Townhomes**

|                           |                                 |
|---------------------------|---------------------------------|
| BLDG TO PUBLIC ROW (SIDE) | 10 FT (*SECONDARY FRONT YARD)   |
| GARAGE TO PAVEMENT        | 24 FT                           |
| BLDG TO BLDG              | 16 FT                           |
| ROAD STYLE                | PRIVATE: 52 FT ESMT, 24 FT PVMT |

**iv. A complete description of any requested deviations from the minimum spatial or other requirements applying to the property.**

\*Per Sec. 90-419C. Detached Single Family Residential must abide by R-2 standards, while Attached Single Family Residential must abide by R-4 standards, therefore, the deviations listed below are from the R-2 and R-4 standards by product type.

1. Detached garages shall be allowable for single-family dwellings. A deviation from section 90-409A(6) that requires attached garages for Single Family Detached homes.
2. 8,000 SF minimum lot area for the 70-foot-wide lots. A reduction of 400 SF from the 8,400 SF required per section 90-408A.
3. 5,400 SF minimum for the 50-foot-wide lots. A reduction of 3,000 SF from the 8,400 SF required per section 90-408A.
4. 50' lot width for the 50-foot-wide lots. A reduction of 15 feet from the 65 feet required.
5. 25-foot minimum front yard setback for Single Family Detached homes. A reduction of 10 feet from the 35 feet required per section 90-408A.
6. 24-foot minimum front yard setback (garage to edge of pavement) for the rear loaded townhomes. A reduction of 11 feet from the 35 feet required.
7. 25-foot minimum front yard setback (garage to sidewalk) for the front loaded townhomes. A reduction of 10 feet from the 35 feet required. *\*Note that non-sidewalk fronting front-loaded townhomes will maintain 28-foot setback.*
8. 52<sup>nd</sup> Street front yard allowed to be 30 feet for the front loaded townhomes (specific to NE corner of site). A reduction of 5 feet from the 35 feet required.
9. Secondary front yard (side yard) allowed to be 5 feet for the front loaded townhomes, despite abutting a street having residences fronting. A reduction of 30 feet from the 35 feet required. *\*Secondary front yard is no different than front yard in R-4 district.*
10. Secondary front yard (side yard) allowed to be 10 feet for the rear loaded townhomes, despite abutting a street having residences fronting. A reduction of 25 feet from the 35 feet required. *\*Secondary front yard is no different than front yard in R-4 district.*
11. Side yard (secondary front) allowed to be 9 feet for 70-foot-wide lots, despite abutting a street having residences fronting. A reduction of 11 feet from the 20 feet required per section 90-409A.4.

12. Side yard (secondary front) allowed to be 6 feet for the 50-foot-wide lots, despite abutting a street having residences fronting. A reduction of 14 feet from the 20 feet required per section 90-409A.4.
13. 30-foot minimum rear yard setback for the 70-foot-wide lots. A reduction of 5 feet from the 35 feet required section 90-408A.
14. 25-foot minimum rear yard setback for the 50-foot-wide lots. A reduction of 10 feet from the 35 feet required section 90-408A.
15. 14-foot total side yard setback for the 70-foot-wide lots. A reduction of 4 feet from the 18 total combined feet required by section 90-408A.
16. 6-foot single side yard setback for the 50-foot-wide lots. A reduction of 1 foot from the 7 feet required by section 90-408A.
17. 12-foot total side yard setback for the 50-foot-wide lots. A reduction of 6 feet from the 18 total combined feet required by section 90-408A.
18. 16-foot total side yard setback between all townhome units. A reduction of 4 feet from the 20 total combined feet required by section 90-419A.
19. A deviation from section 90-420A.5. to remove the requirement for a 25 foot wide front yard and secondary front yard greenbelt.
20. 30 feet back of curb to back of curb dimension for public road width (25 feet of blacktop). A reduction of 3 feet from both the blacktop width and the back of curb to back of curb width dimensions.
21. Private road allowable and proposed to be 25 feet back of curb to back of curb dimension with 24 feet of blacktop.
22. Michigan rooms and decks shall not be subject to rear yard setbacks and may project into required rear yard up to 6 feet, a deviation of 6 feet from section 90-306 that does not allow any projection into the required rear yard.
23. Other architectural features shall not be subject to front yard setbacks and may project into required front yard up to 6 feet, a deviation of 3 feet from section 90-306.

**v. An explanation of why the proposed development should be given a density bonus, if applicable.**

*Not applicable*

**vi. A general description of the proposed development schedule and anticipated phases.**

|                     |   |
|---------------------|---|
| May 2025 – Oct 2025 | Entitlement, construction plan review, permitting |
|---------------------|---|

|                |              |
|----------------|--------------|
| November 2025  | Bid Project  |
| Mar-Sep 2026   | Construction |
| September 2026 | Paving       |

While the exact phasing of the project has not been determined, the public cul-de-sac that connects to Clarey Drive will likely be one of the first phases as well as the westernmost entrance on 52<sup>nd</sup> Street. The exact length of the road and utility installation is to be determined, but this entrance provides an opportunity for a greater variety of housing types in an early phase. Subsequent phasing will be based on market demand.

**vii. *Intended agreement, provisions and covenants to govern the use of the development, approval of building materials/architectural styles, and open space areas to be preserved.***

Eastbrook communities are all governed by Homeowners Associations whether the development is a condominium, site condominium, or plat (or a combination of those development types). Covenants and Restrictions, Master Deeds, and/or Bylaws (respectively) will be drafted for review and approval by the City Attorney. In addition, Eastbrook communities are also governed by Architectural Control Committees that review and approve all decisions related to the exterior of the home and/or lot. Eastbrook Homes maintains a high standard for varying floorplans, elevations, and exterior colors to prevent homogeneity and encourage compatible yet differentiated design. The Architectural Control Committee's authority to review and approve exterior modifications remains even after the project is sold out.

**viii. *Traffic impact analysis***

*Per pre-application meeting, no traffic impact analysis is required at this time.*

**ix. *Sewer impact study***

*Per pre-application meeting, no sewer impact study is required at this time.*



General Notes:

- Subject parcel address: 3738 52nd Street SW  
PPN: 41-17-32-100-016
- Parcel size:  
Gross acreage: 38.1 acres  
Net acreage: 32.5 acres (excluding existing and proposed public ROW's)
- Description per tax records: NE 1/4 NW 1/4, SEC 32 T6N R12W, CITY OF WYOMING, MICHIGAN.
- Mapping:
  - Boundaries are based on available records.
  - 2' interval existing ground contours and topographic features based on available county GIS data.
  - Existing utilities are based on available as-built records.
  - This site is not within a F.E.M.A. Flood Hazard Zone.
- Existing Zoning: ER - Estate Residential
- Proposed Zoning: PUD-4
- Proposed Housing Mix:

|                         |  |
|-------------------------|--|
| Single Family Lots:     |  |
| - 50' wide lots         | 48                                     |
| - 70' wide lots         | 35                                     |
| Townhouses:             |  |
| - Rear-load Townhomes:  |  |
| (7) 5-unit buildings    |  |
| (1) 8-unit building     | 50 units                               |
| - Front-load Townhomes: |  |
| (1) 2-unit building     |  |
| (6) 4-unit buildings    |  |
| (8) 6-unit buildings    | 74 units                               |
| Total Dwelling Units:   | 207 units                              |
| Overall Density:        | 207 units/38.1 acres = 5.43 units/acre |
- Proposed Regulations:

50' wide Single Family Lot Regulations:

|                 |   |
|-----------------|---|
| - Lot Area      | 5400 sqft   |
| - Lot Width     | 50' measured at setback                           |
| - Front Setback | 30' to front of garage* (Lots 5-8, 19-22 & 41-45) |
|                 | 25' to front of garage* (all other lots)          |
|                 | (6' secondary front for corner lot)               |
| - Side Setback  | 6' (12' total)                                    |
| - Rear Setback  | 25' **  |

\* Other architectural features may encroach into front setback by up to 6'

\*\* Decks, Patios, and Michigan Rooms may encroach into rear setback.

70' wide Single Family Lot Regulations:

|                 |                                     |
|-----------------|-------------------------------------|
| - Lot Area      | 8000 sqft                           |
| - Lot Width     | 70' measured at setback             |
| - Front Setback | 35' to front of garage*             |
|                 | (9' secondary front for corner lot) |
| - Side Setback  | 7' (14' total)                      |
| - Rear Setback  | 30' **                              |

\* Other architectural features may encroach into front setback by up to 6'

\*\* Decks, Patios, and Michigan Rooms may encroach into rear setback.

Rear-load Townhouse:

|                              |     |
|------------------------------|-----|
| - Building to public ROW     | 10' |
| - Garage to edge of pavement | 24' |
| - Building to building       | 16' |

Front-load Townhouse:

|   |       |
|---|-------|
| - Side of building to public ROW or 5' sidewalk | 5'    |
| - Building to 52nd Street ROW/PUD Boundary      | 30' * |
| - Garage to edge of pavement (no sidewalk)      | 28'   |
| - Garage to edge of 5' sidewalk                 | 25'   |
| - Building to building                          | 16'   |

\* Decks, Patios, and Michigan Rooms may encroach into setback.
- Proposed Improvements
  - Public Streets - City of Wyoming standards with width exception. (3820' total)
  - Private Street - per detail provided. (1250' total)
  - Sidewalk shall be installed as shown on plan. (9770' total)
  - Utilities - municipal water and sanitary sewer, buried power, communications, and natural gas.
  - Drainage - Detention and storm sewer design will conform to City of Wyoming standards. Detention will be provided in an existing regional pond.
  - Maintenance of private streets and open areas in perpetuity by mandatory association of benefiting properties.
  - Construction will conform to all state and local codes, including but not limited to: Soil Erosion and Sedimentation Control, National Pollutant Discharge Elimination Systems, EGLE protection of regulated areas.
  - Final lighting, signage, and landscaping plans to be designed by others and shall conform to City of Wyoming ordinances.
  - Existing house and buildings will be demolished prior to construction.
- Parking:

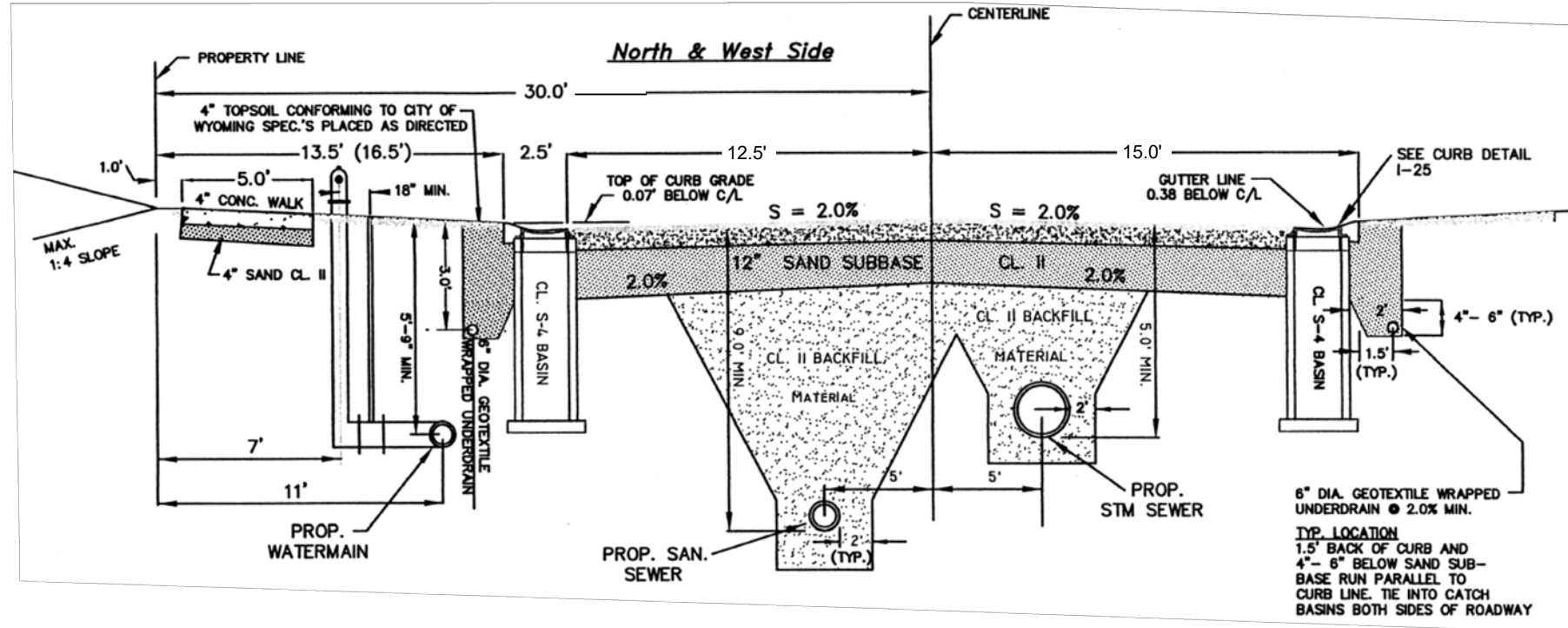
Proposed additional guest parking spaces: 45 (9' x 18' spaces)
- Landscaping:

Street trees to be planted along 52nd Street per Sec. 90-328.
- Open Space Calculation: 

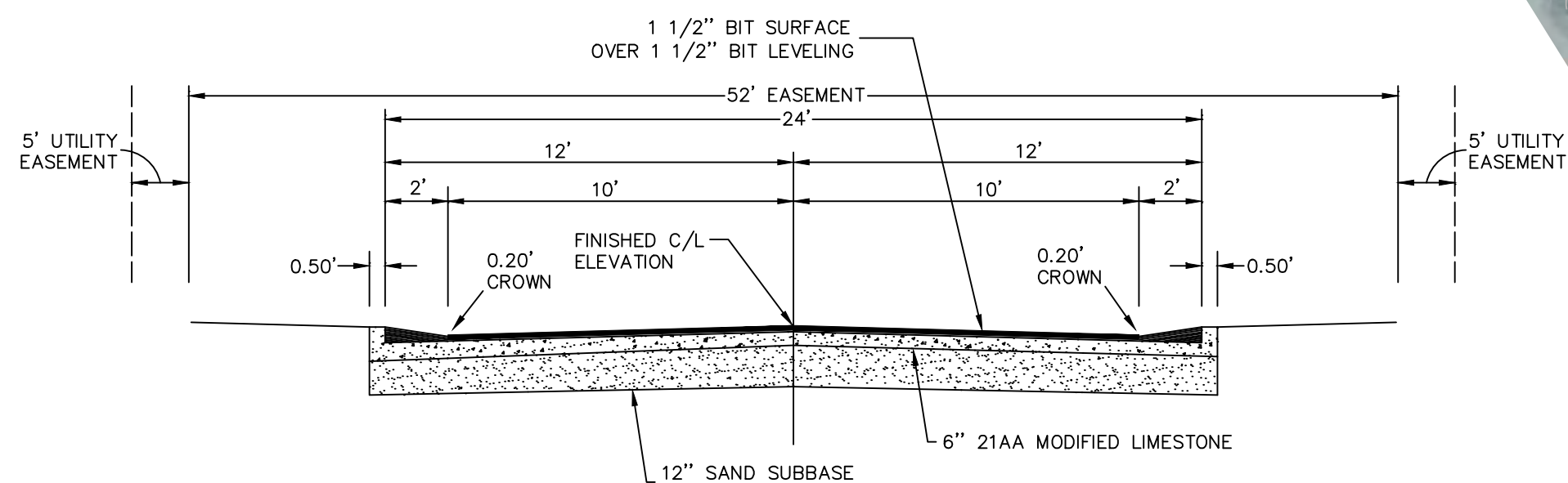
|  |
|--|
| Total area = 37.9 acres (excluding proposed 52nd Street ROW) |
| 50' Wide Single Family Lots: 10.6 acres                      |
| 70' Wide Single Family Lots: 9.8 acres                       |
| Rear-load Townhomes: 4.0 acres                               |
| Front-load Townhomes: 5.6 acres                              |
| Open Space: 7.9 acres (20.8% of total)                       |

LEGEND

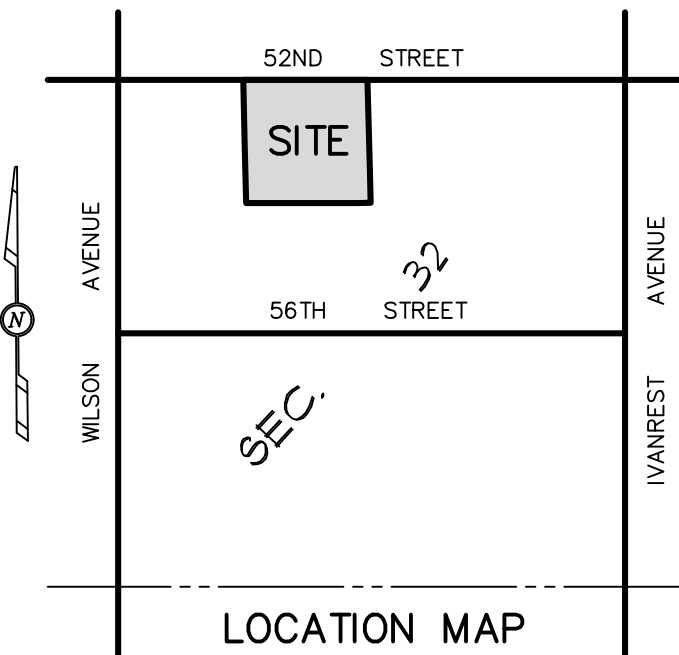
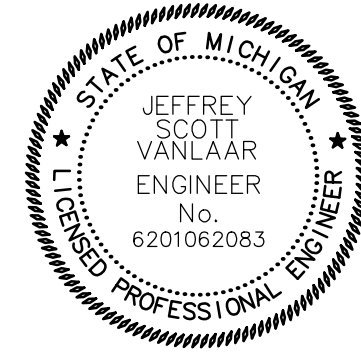
- = PROPOSED GREENSPACE
- = PROPOSED R.O.W. GREENSPACE
- = PROPOSED 50' WIDE SINGLE FAMILY LOTS
- = PROPOSED 70' WIDE SINGLE FAMILY LOTS
- R# = PROPOSED REAR-LOAD TOWNHOME
- F# = PROPOSED FRONT-LOAD TOWNHOME



PUBLIC STREET CROSS SECTION



PRIVATE STREET CROSS SECTION




CONCEPT SITE PLAN

3738 52ND STREET SW PUD

FOR: PARAMOUNT DEVELOPMENT CORPORATION  
ATTN: MIKE MCGRAW  
1188 EAST PARIS AVENUE SE, SUITE 100  
GRAND RAPIDS, MI 49546

PART OF THE NE 1/4, SECTION 32, T6N, R12W, CITY OF WYOMING, KENT COUNTY, MICHIGAN

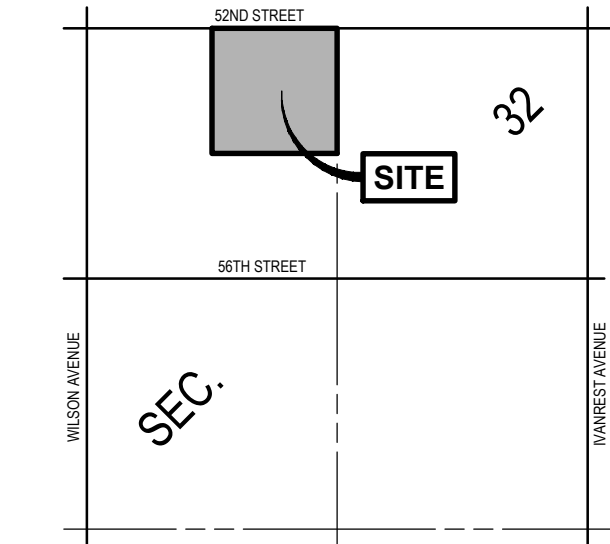
|      |  |  |   |  |                  |  |        |
|------|--|--|---|--|------------------|--|--------|
|      |  |  |  | <b>excel engineering, inc.</b>   |                  |  |        |
|      |  |  |   | planners · engineers · surveyors   |                  |  |        |
|      |  |  |   | 5252 Clyde Park, S.W. • Grand Rapids, MI 49509   |                  |  |        |
|      |  |  |   | Phone: (616) 531-3660 <a href="http://www.excelengineering.com">www.excelengineering.com</a> |                  |  |        |
|      |  |  |   |  |                  |  |        |
|      |  |  | DRAWN BY: JDR   |  | PROJ. ENG.: JSV  |  | SHEET  |
|      |  |  | APPROVED BY: JSV  |  | PROJ. SURV.: JSV |  |        |
|      |  |  | FILE NO.: 251185E   |  | DATE: 05/14/25   |  | 1 of 2 |
| DATE |  |  | REVISION  |  | BY               |  |        |

2' CONTOUR INTERVAL  
SCALE: 1" = 100'









LOCATION MAP  
NOT TO SCALE

## TITLE INFORMATION

The Title Description and Schedule B items hereon are from Old Republic National Title Insurance Company, Commitment No. 224141, Dated July 28, 2023.

## TITLE DESCRIPTION

The Land referred to in this commitment is described as follows:

Land situated in the City of Wyoming, Kent County, Michigan:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

## SCHEDULE B - SECTION II NOTES

12. Right of way in favor of Consumers Power Company (now known as Consumers Energy), as recorded in Liber 83 Miscellaneous Records on Page 541. **The easement described in this document is a blanket easement. Route to be taken by lines of poles, wires, cables and conduits is shown on this survey.**
13. Terms, covenants, and conditions of Highway Easement Release, as recorded in Liber 2017 on Page 1017. **The easement described in this document is shown on this survey.**

## SURVEYOR'S NOTES

- 1) ALTA TABLE "A" ITEM NO. 3 - Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260111, Panel Number 0510D, Map Number 26081C0510D, with an Effective Date of February 23, 2023, shows this parcel to be located in Zone "X" (areas of minimal flood hazard) (subject to map scale uncertainty).
- 2) ALTA TABLE "A" ITEM NO. 4 - Gross Land Area: 1,704,919 Square Feet / 39.14 Acres
- 3) ALTA TABLE "A" ITEM NO. 9 - Parking Information  
**No striped parking spaces**
- 4) ALTA TABLE "A" ITEM NO. 16 - Evidence of recent earth moving work, building construction or building additions observed in the process of conducting the fieldwork. **None observed at time of survey.**
- 5) ALTA TABLE "A" ITEM NO. 17 - Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork. **None observed at time of survey.**
- 6) ALTA TABLE "A" ITEM NO. 18 - Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor. **No plottable offsite easements to be shown on survey.**
- 7) Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- 8) NOTE TO CONTRACTORS: 3 (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.
- 9) Basis of Bearing: S00°17'30"W along the North-South 1/4 line of said Section as recorded in The Villas at Rivertown, Kent County Condominium Subdivision Plan No. 804.

## ZONING INFORMATION

ALTA TABLE "A" ITEM NO. 6(a) - CURRENT ZONING CLASSIFICATION

ZONING REPORT NOT PROVIDED TO SURVEYOR.

## BENCHMARKS

**BENCHMARK #15027 ELEV. = 740.39 (NGVD29)**  
Set benchmark on Northeast flange bolt on hydrant. Located 15'± West of the edge of asphalt for Clarey Drive and 0.6'± North of the extension of the north line of the existing house # 3577 Clarey Drive.

**BENCHMARK #80005 ELEV. = 699.67 (NGVD29)**  
Set benchmark on flange bolt under MADE on hydrant. Located 141'± North of the centerline of 52nd Street and 24.5'± West of the centerline of Salmon River Court.

## SURVEYOR'S CERTIFICATION

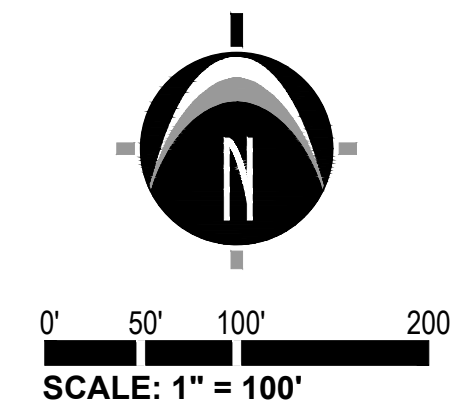
To DOMO Developmwt LLC, a Michigan limited liability company; Sun Title Agency of Michigan, LLC and Old Republic National Title Insurance Company: This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 10, 11(a), 13, 16, 17 & 18 of Table A thereof. The fieldwork was completed on September 30, 2023.

## PRELIMINARY

Scott A. Hendges  
Professional Surveyor No. 4001047953  
Nederveld, Inc.  
shendges@nederveld.com

## LEGEND

|  |                          |  |                       |  |                          |  |                   |
|--|--------------------------|--|-----------------------|--|--------------------------|--|-------------------|
|  | Catch Basin - Round      |  | Handhole              |  | Stop Box                 |  | Gas Line          |
|  | Catch Basin - Square     |  | Hydrant               |  | Sign                     |  | Overhead Utility  |
|  | Control Point/ Benchmark |  | Iron-Found            |  | Stop Sign                |  | Storm Line        |
|  | Cable Riser              |  | Light Pole            |  | Sanitary Manhole         |  | Tree Line         |
|  | Culvert                  |  | Mailbox               |  | Transformer              |  | Asphalt           |
|  | Deciduous Tree           |  | Miss Dig Flag - Gas   |  | Manhole                  |  | Existing Building |
|  | Electric Meter           |  | Miss Dig Flag - Water |  | Underground Fiber Marker |  | Concrete          |
|  | Evergreen Tree           |  | Manhole               |  | Underground Gas Marker   |  |                   |
|  | Gas Valve                |  | Post                  |  | Water Valve              |  |                   |
|  | Guy Anchor               |  | Utility Pole          |  | Fence                    |  |                   |



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.

NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANT" WERE OBTAINED FROM AVAILABLE CITY AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

## PREPARED FOR:

Redhawk MultiFamily  
Mark Avis

315 Weatherford Court  
Lake Bluff, IL 60044

## CREATED:

Drawn: VB

Date: 08-21-23

## REVISIONS:

Rev:

Drawn:

Date:

## Avis-3738 52nd Street SW

## ALTANSPS Land Title Survey

3738 52nd Street SW, Wyoming, MI 49418  
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

## STAMP:

**PRELIMINARY**

## PROJECT NO:

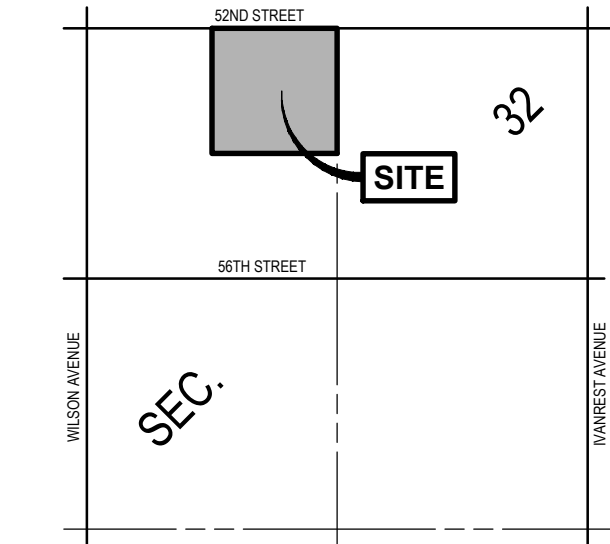
23400722

## SHEET NO:

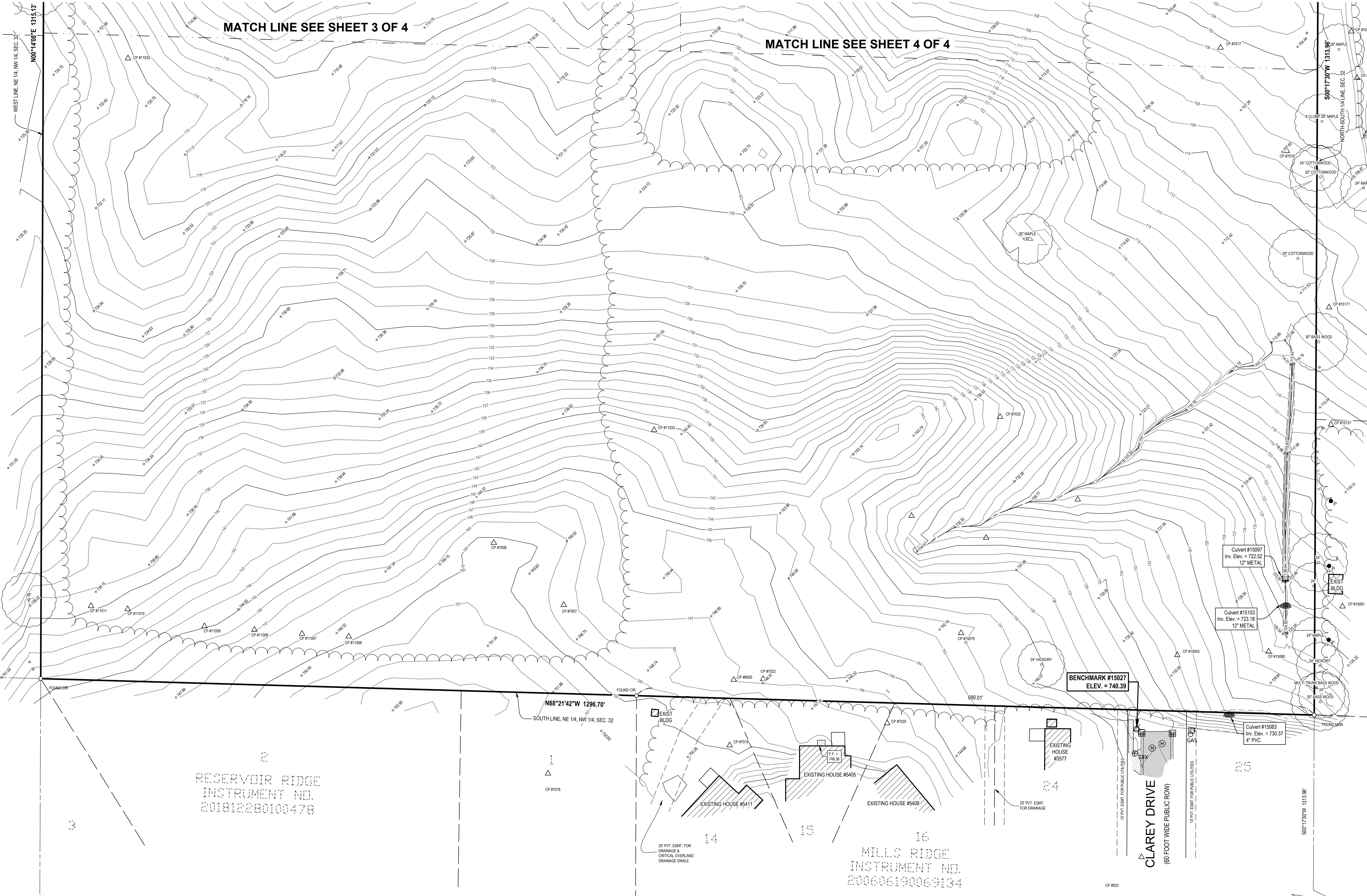
**AL**

SHEET: 1 OF 4





LOCATION MAP  
NOT TO SCALE



**BENCHMARKS**

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The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.

**NEDERVELD**  
www.nederveld.com  
800.222.1868  
**GRAND RAPIDS**  
217 Grandville Ave., Suite 302  
Grand Rapids, MI 49503  
Phone: 616.575.5190

ANN ARBOR  
CHICAGO  
COLUMBUS  
HOLLAND  
INDIANAPOLIS

**PREPARED FOR:**

Redhawk MultiFamily  
Mark Avis

315 Weatherford Court  
Lake Bluff, IL 60044

**CREATED:**

Drawn: VB Date: 08-21-23

**REVISIONS:**

| Rev. | Drawn: | Date: |
|------|--------|-------|
|      |        |       |
|      |        |       |
|      |        |       |
|      |        |       |
|      |        |       |
|      |        |       |
|      |        |       |
|      |        |       |
|      |        |       |

**Avis-3738 52nd Street SW**

**ALTANSPS Land Title Survey**

3738 52nd Street SW, Wyoming, MI 49418  
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

**STAMP:**

**PRELIMINARY**

**PROJECT NO:**  
23400722

**SHEET NO:**

**AL**

**SHEET: 2 OF 4**

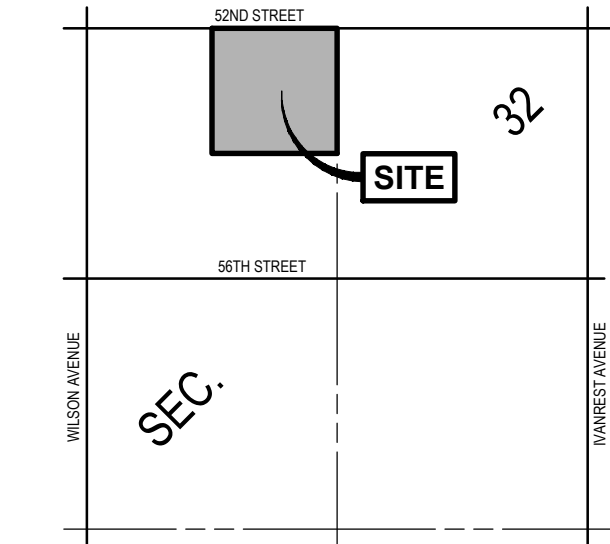
**811** Know what's below.  
CALL before you dig.

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





LOCATION MAP  
NOT TO SCALE

### TITLE INFORMATION

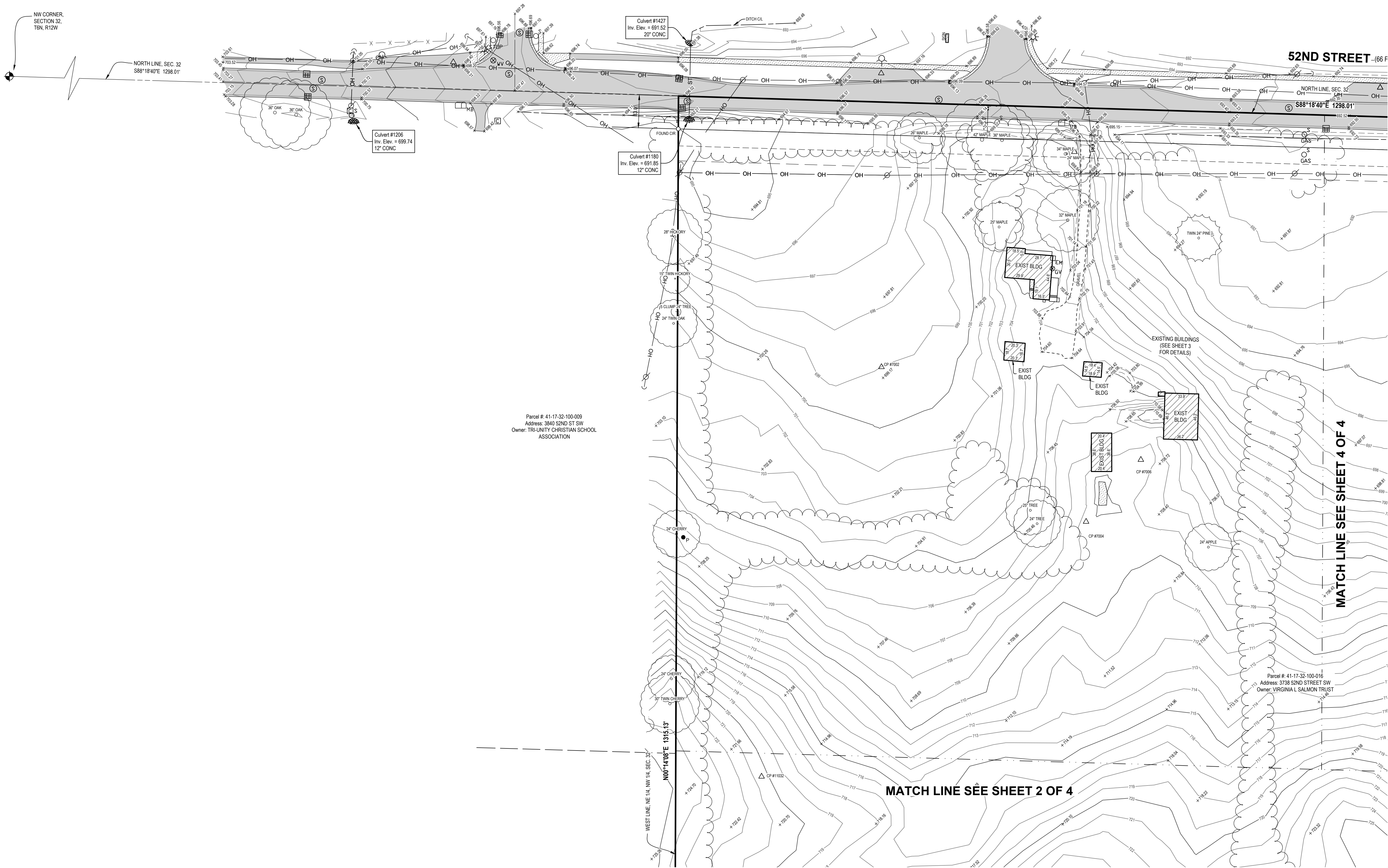
The Title Description and Schedule B items hereon are from Old Republic National Title Insurance Company, Commitment No. 224141, Dated July 28, 2023.

### TITLE DESCRIPTION

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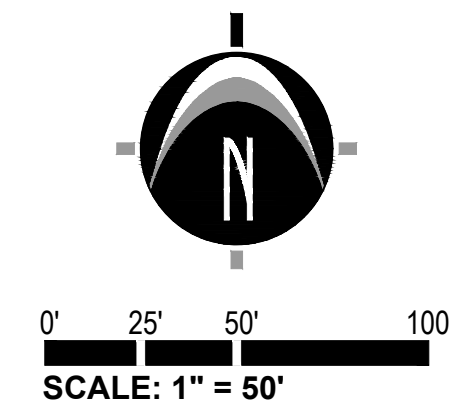
Land situated in the City of Wyoming, Kent County, Michigan:

The Northeast 1/4 of the Northwest 1/4 of Section 32, Town 6 North, Range 12 West.



Parcel #: 41-17-32-100-009  
Address: 3840 52ND ST SW  
Owner: TRI-UNITY CHRISTIAN SCHOOL ASSOCIATION

Parcel #: 41-17-32-100-016  
Address: 3738 52ND STREET SW  
Owner: VIRGINIA L SALMON TRUST



**811** Know what's below.  
CALL before you dig.

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**NEDERVELD**  
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**CHICAGO**  
**COLUMBUS**  
**HOLLAND**  
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### PREPARED FOR:

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### CREATED:

Drawn: VB

Date: 08-21-23

### REVISIONS:

Rev:

Drawn:

Date:

**Avis-3738 52nd Street SW**

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3738 52nd Street SW, Wyoming, MI 49418  
PART OF THE NORTHWEST 1/4 OF SECTION 32, T6N, R12W,  
CITY OF WYOMING, KENT COUNTY, MICHIGAN

### STAMP:

**PRELIMINARY**

PROJECT NO:  
23400722

SHEET NO:

**AL**

SHEET: 3 OF 4









Eastbrook**HOMES**

**3738 52<sup>nd</sup> Street SW**

**Preliminary PUD-4**

\_\_\_\_\_ 616-226-3891 | [EastbrookHomes.com](http://EastbrookHomes.com) \_\_\_\_\_





Eastbrook**HOMES**

# Architectural Pattern Book

**3738 52<sup>nd</sup> Street SW**

616-226-3891 | [EastbrookHomes.com](http://EastbrookHomes.com)





# **70-Foot Lots Featuring Americana and Designer Series**











# Balsam







*Elevation 'A'*



*Elevation 'B'*



*Elevation 'C'*

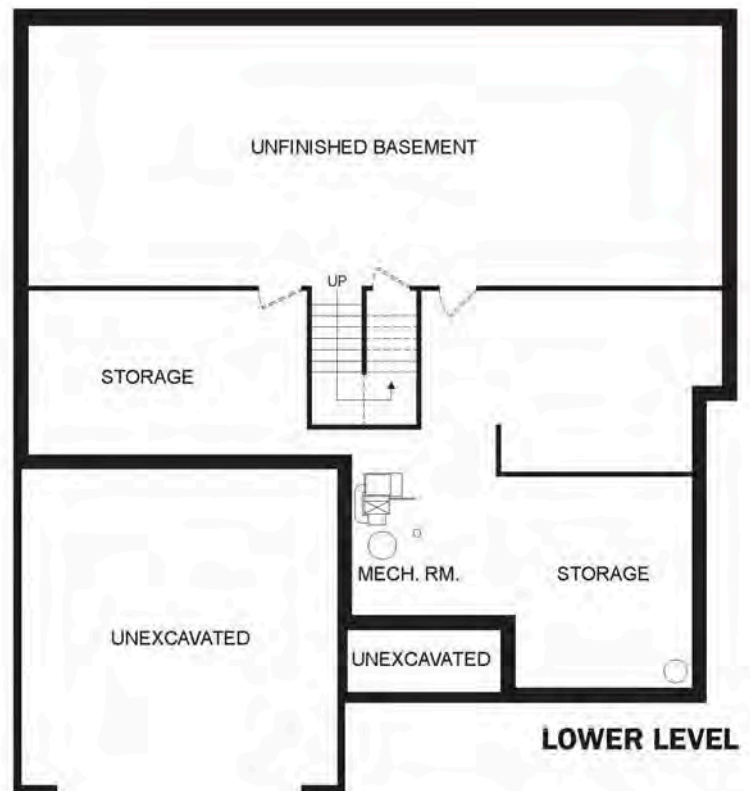


*Elevation 'D'*



*Elevation 'E'*





# Grayson







*Elevation 'A'*



*Elevation 'B'*



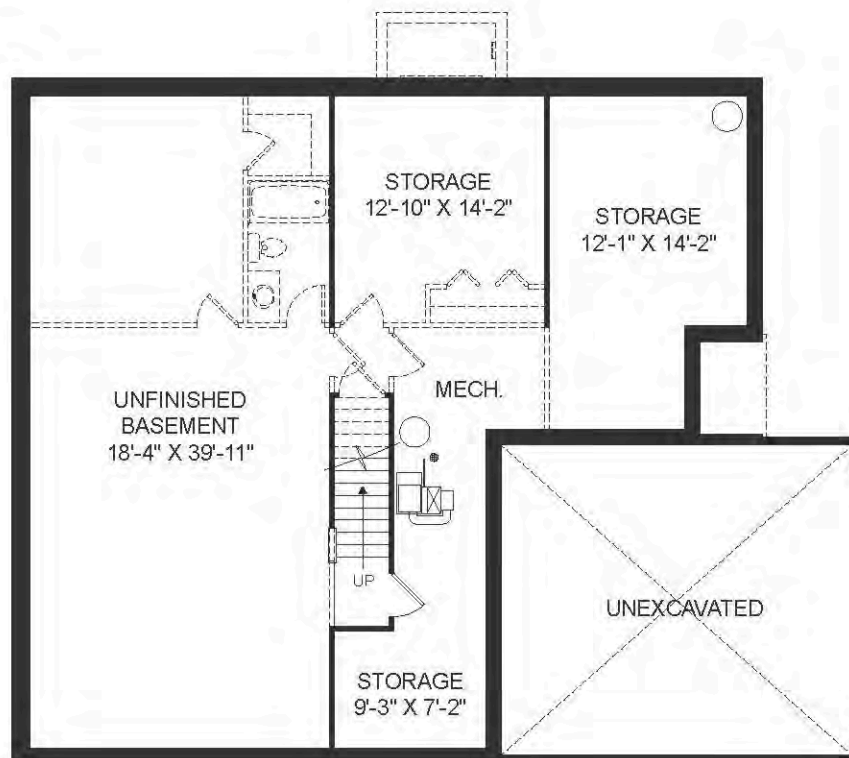
*Elevation 'C'*



*Elevation 'D'*



**FIRST FLOOR**  
**9' CEILING HT.**  
**DIMENSIONS**  
**42' X 52'**  
**1592 SF TOTAL**



**LOWER LEVEL**



# Marley





*Elevation 'A'*



*Elevation 'B'*



*Elevation 'C'*

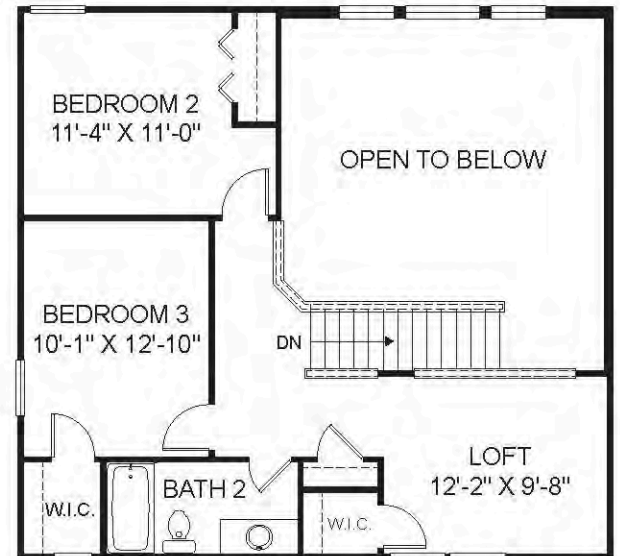
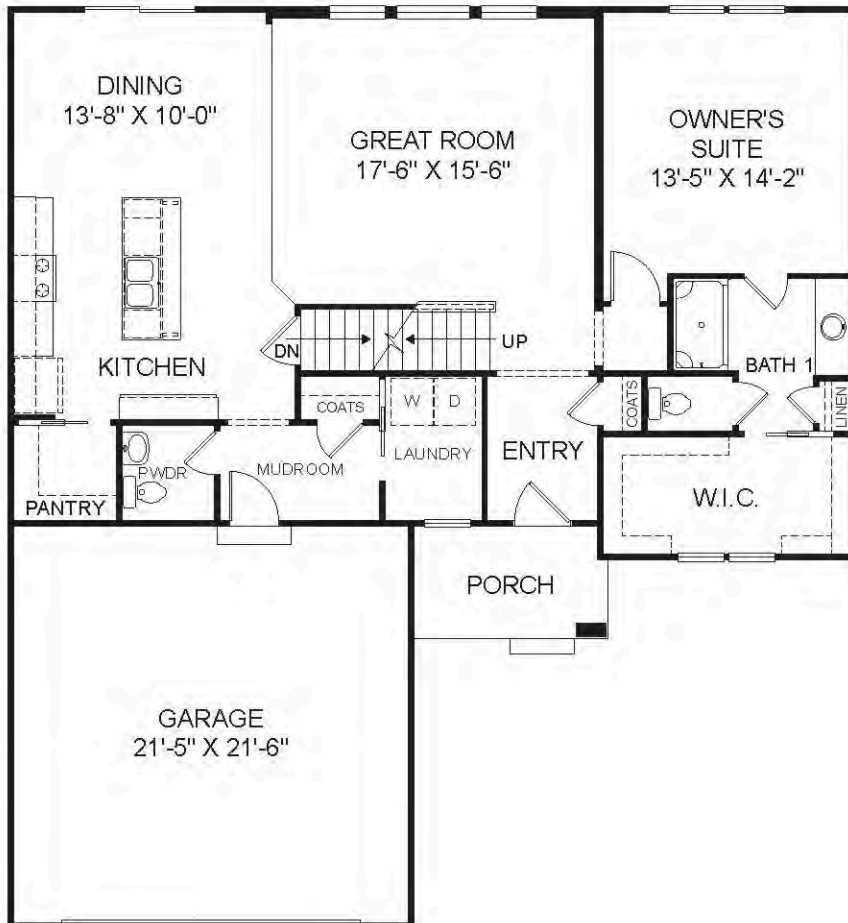


*Elevation 'D'*



*Elevation 'E'*





**FLOOR PLAN**  
**8' CEILING HT.**  
**DIMENSIONS**  
**46'W x 50'D**  
**1943 SF TOTAL**

# Newport







*Elevation 'A'*



*Elevation 'B'*



*Elevation 'C'*



*Elevation 'D'*



*Elevation 'E'*



*Elevation 'F'*



*Elevation 'G'*



*Elevation 'J'*





# Preston







*Elevation 'A'*



*Elevation 'B'*



*Elevation 'C'*



*Elevation 'D'*



*Elevation 'E'*



*Elevation 'F'*









# **50-Foot Lots Featuring Hometown Series**















# Rowen







*Elevation 'A'*



*Elevation 'B'*



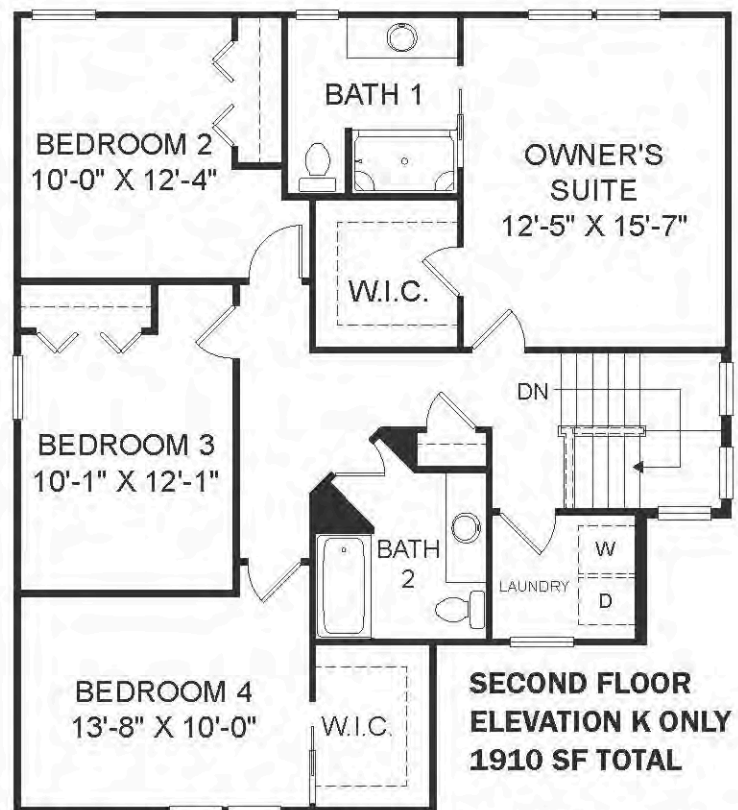
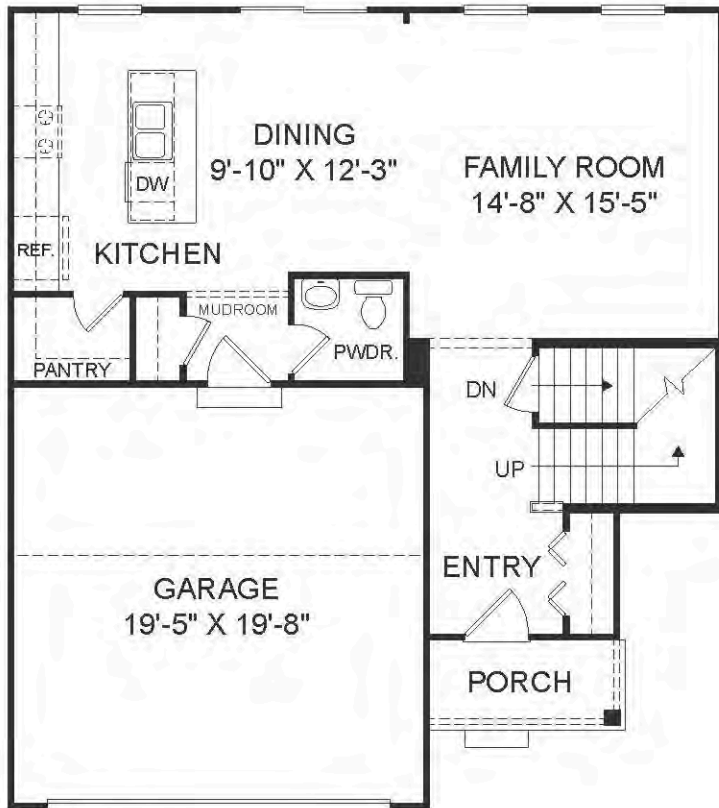
*Elevation 'C'*



*Elevation 'D'*



*Elevation 'K'*  
(4 Bedroom Option)



MAY NOT BE COMBINED WITH 9' MAIN FLOOR OPTION



# Taylor





*Elevation 'A'*



*Elevation 'B'*



*Elevation 'C'*



*Elevation 'D'*



*Elevation 'E'*

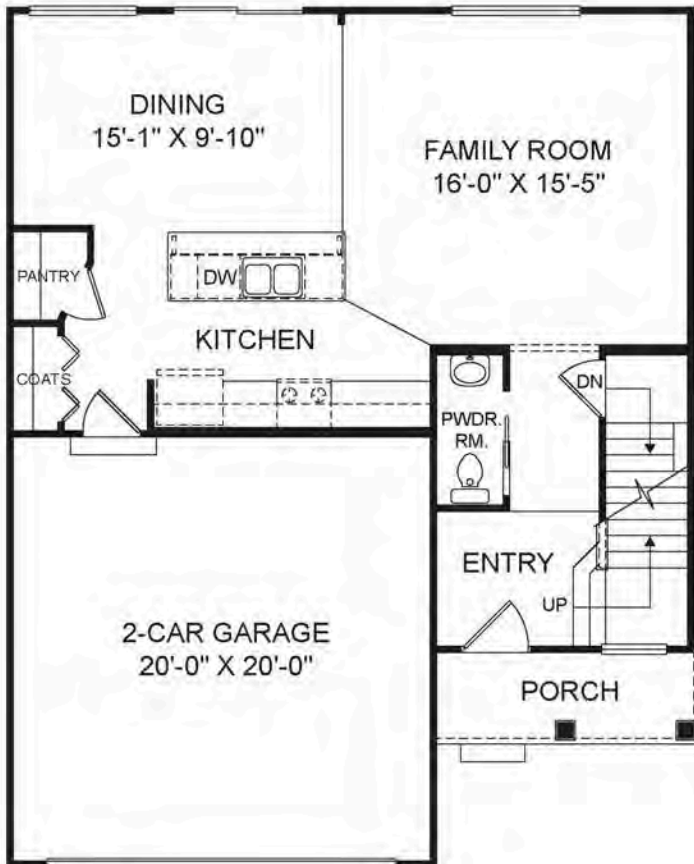


*Elevation 'F'*

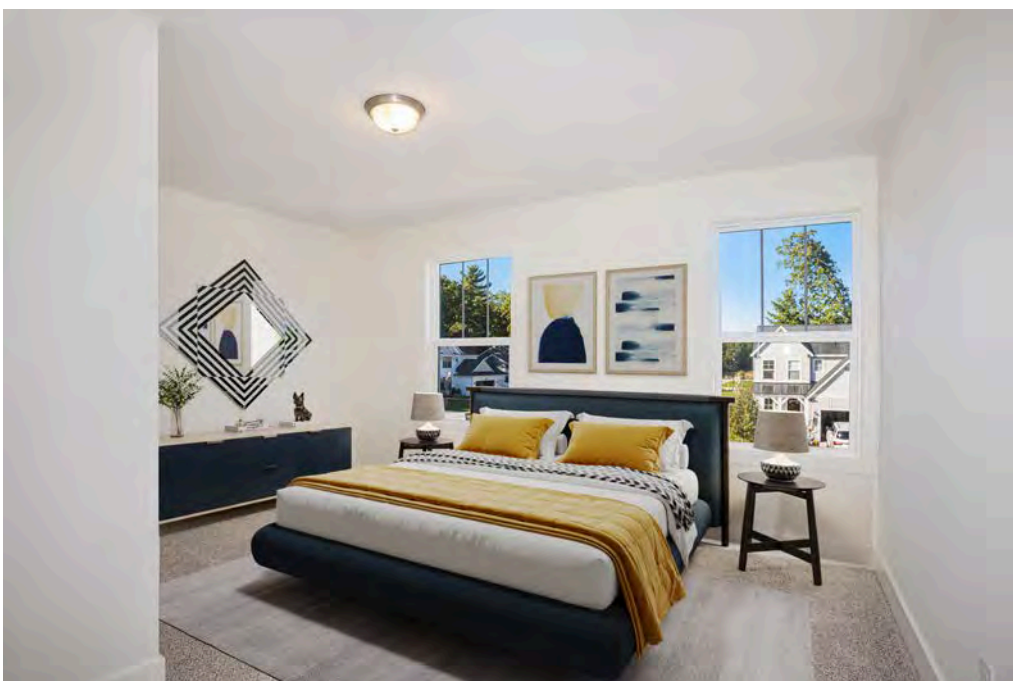


*Elevation 'G'*





# Stockton







*Elevation 'A'*



*Elevation 'B'*



*Elevation 'C'*



*Elevation 'D'*



*Elevation 'E'*



*Elevation 'F'*



*Elevation 'G'*



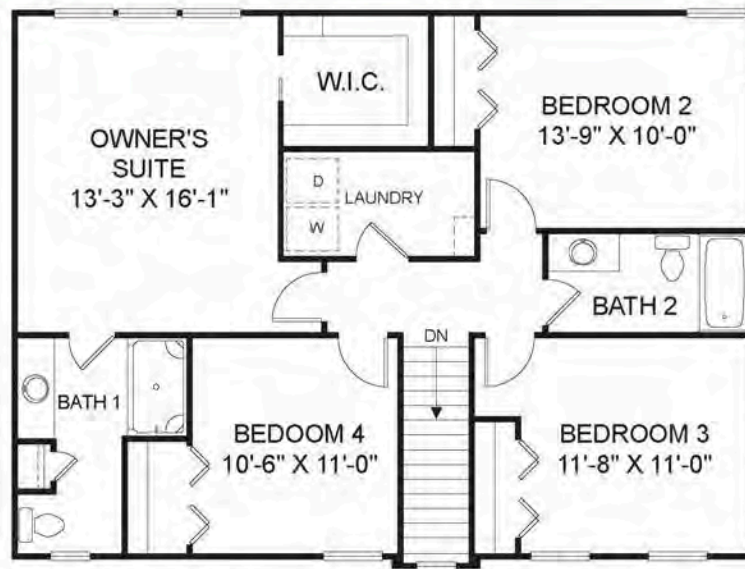
*Elevation 'H'*



*Elevation 'J'*



*Elevation 'K'*



**SECOND FLOOR**



**FIRST FLOOR**  
8' CEILING HT.  
**DIMENSIONS**  
38'W x 40'D  
**2008 SF TOTAL**





*Elevation 'A'*



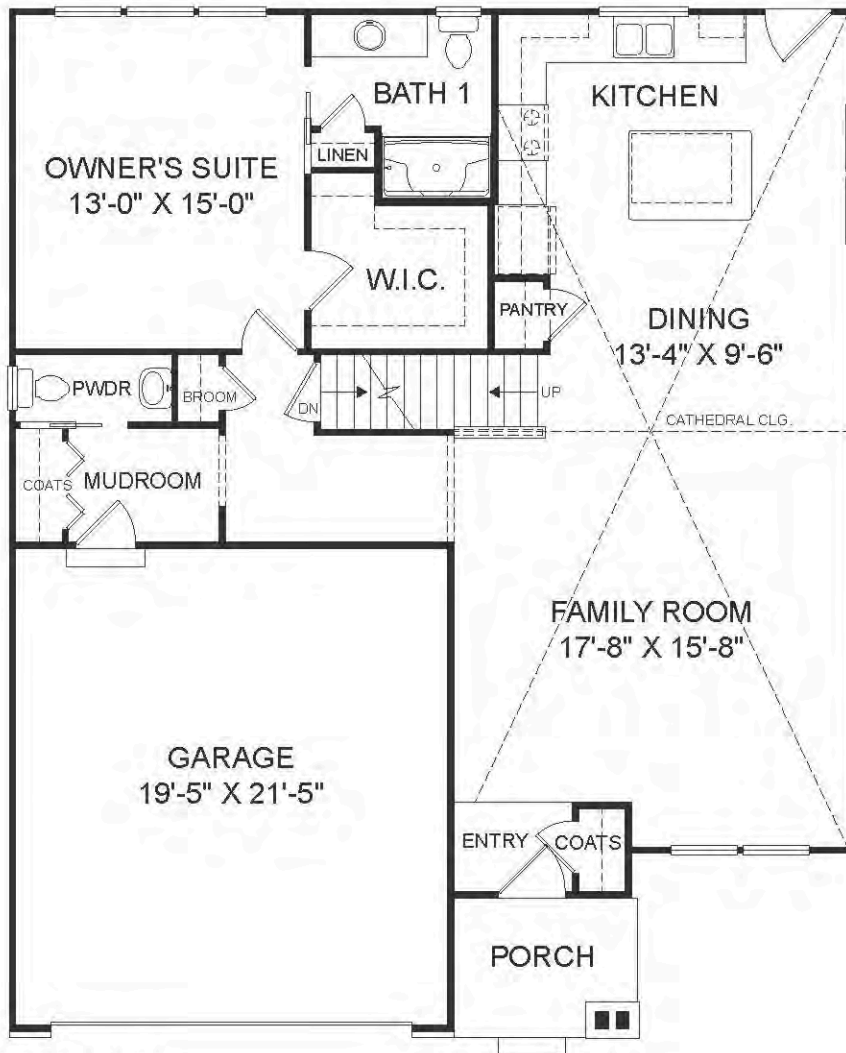
*Elevation 'B'*



*Elevation 'C'*



*Elevation 'D'*



**FIRST FLOOR**  
9' CEILING HT.  
**DIMENSIONS**  
38'W x 46'D  
**1860 SF TOTAL**







# **Two-Story Front Loaded Townhomes Featuring Parkside Series**















# Cass







*Elevation Cook's Crossing #2 & #8*



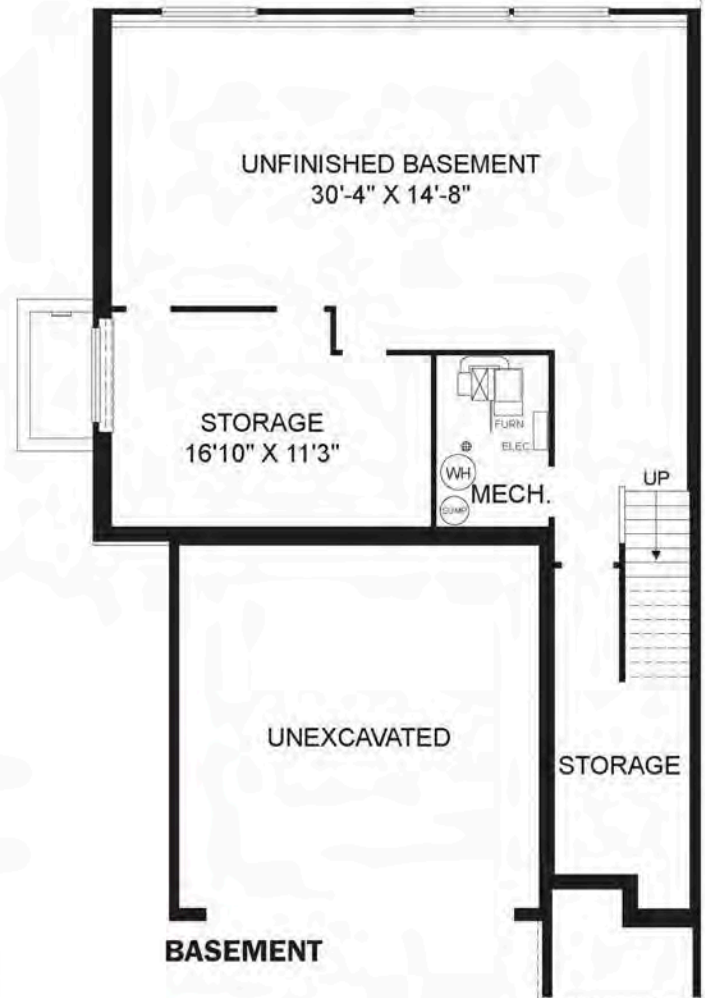
*Elevation Cook's Crossing #4*



*Elevation Cook's Crossing #6*



### End Condo



# Carter





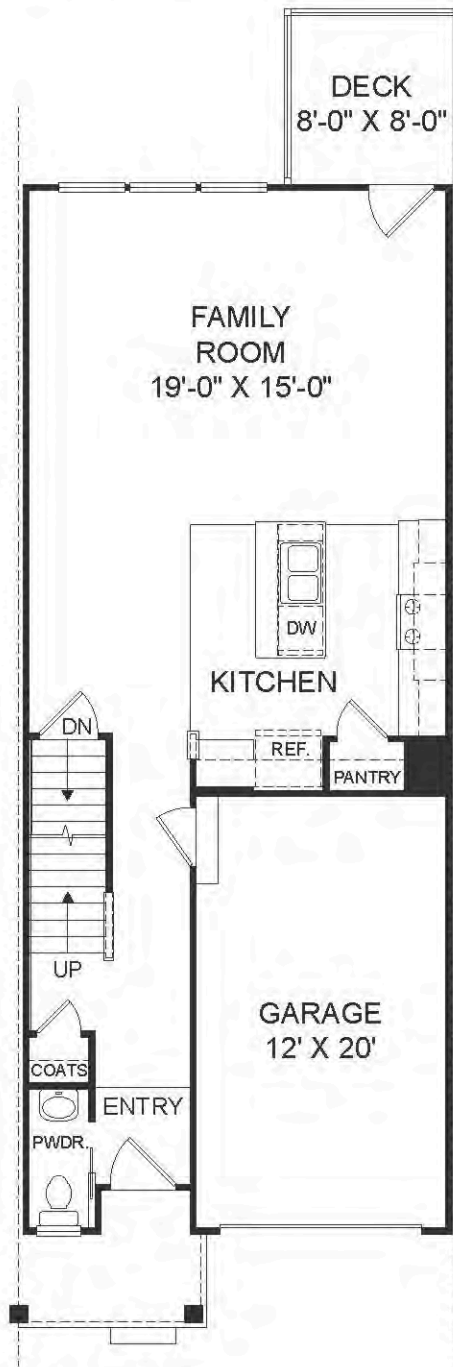


*Elevation Cook's Crossing*



*Elevation Walnut Ridge*

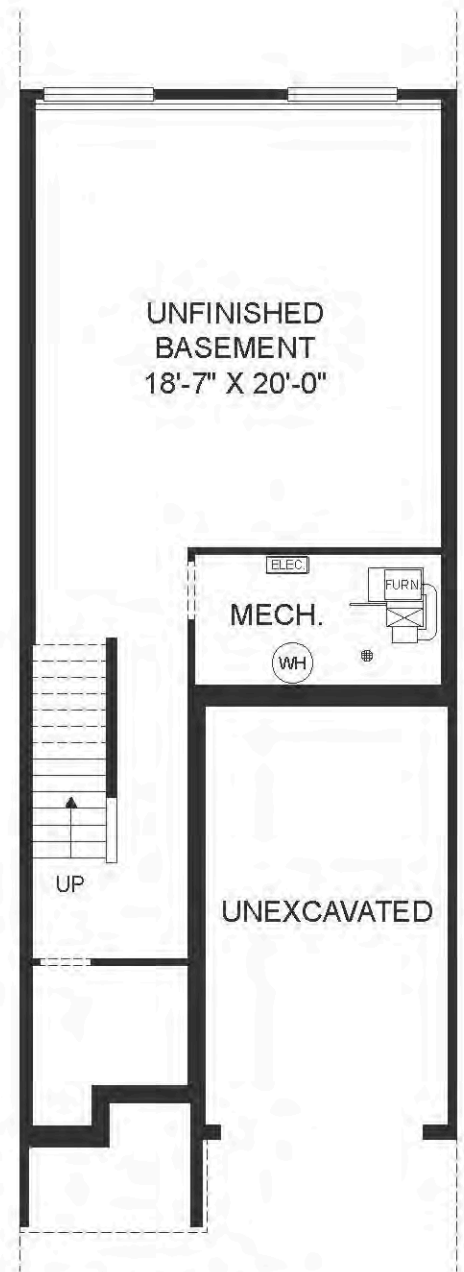
### Middle Unit



FIRST FLOOR



SECOND FLOOR



LOWER LEVEL





# Lois







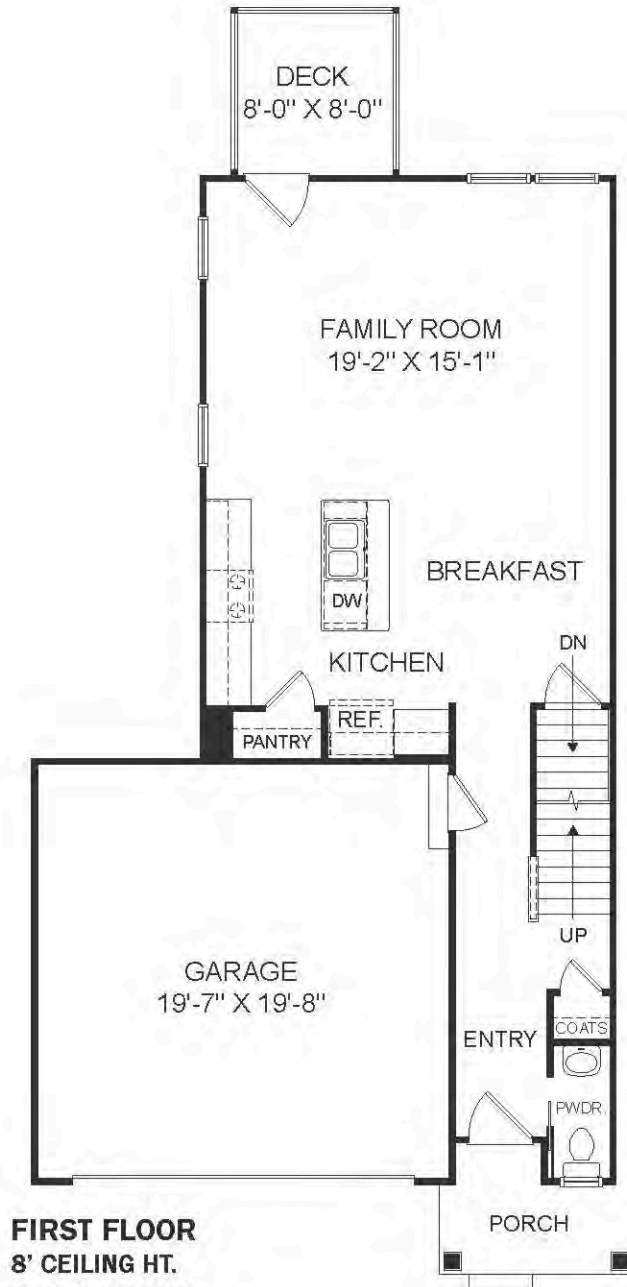
*Elevation Lowing Woods*



*Elevation Walnut Ridge*



### END UNIT



**FIRST FLOOR**  
8' CEILING HT.  
**DIMENSIONS**  
20'W x 48'D  
**1,553 SF TOTAL**



**SECOND FLOOR**  
**DIMENSIONS**  
20'W x 42'D



# Lancer





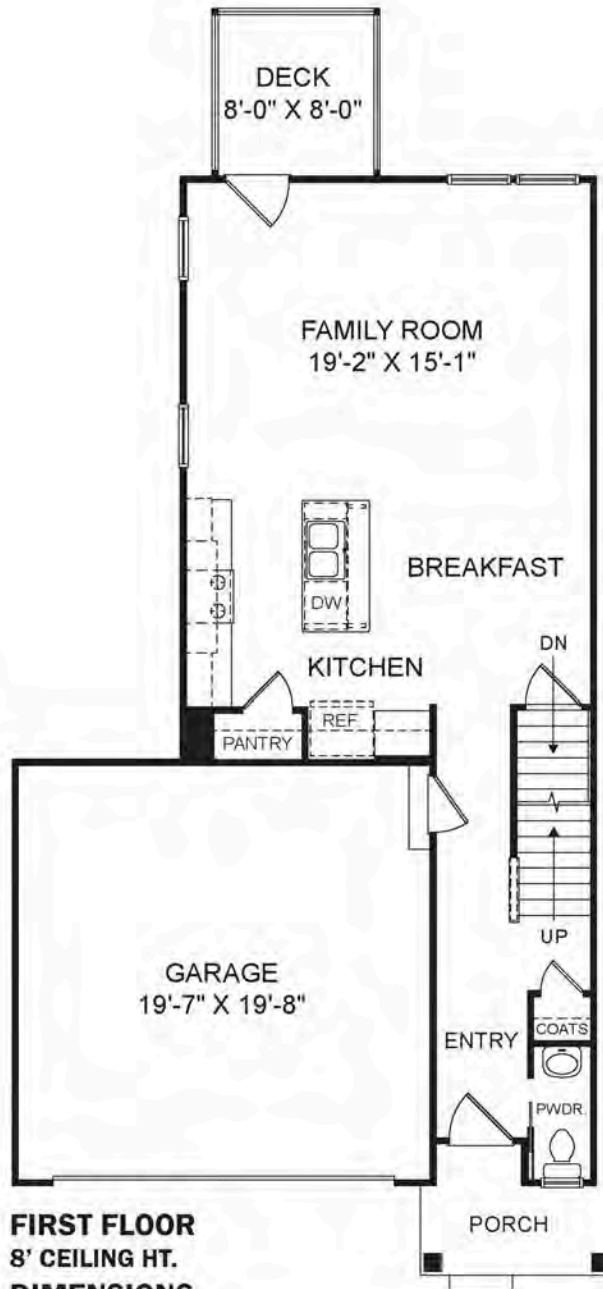


*Elevation Lowing Woods*



*Elevation Walnut Ridge*

### End Condo



**FIRST FLOOR**  
8' CEILING HT.  
**DIMENSIONS**  
20'W x 48'D  
**1,553 SF TOTAL**



**SECOND FLOOR**  
**DIMENSIONS**  
20'W x 42'D



**EastbrookHOMES**

EastbrookHomes.com | concierge@eastbrookhomes.com | 616-455-0200 | 1188 East Paris Ave SE, Ste 100, Grand Rapids, MI 49546

Plans and elevations are artist's renderings only, may contain options which are not standard on all models. We reserve the right to revise plans, designs, specifications, and prices without notice.

All dimensions are approximate. Please contact our Concierge for current base plans and included options. EASTBROOK HOMES © 2023 ALL RIGHTS RESERVED.

02.22.2023





# Two-Story Rear Loaded Townhomes Featuring Parkside Series



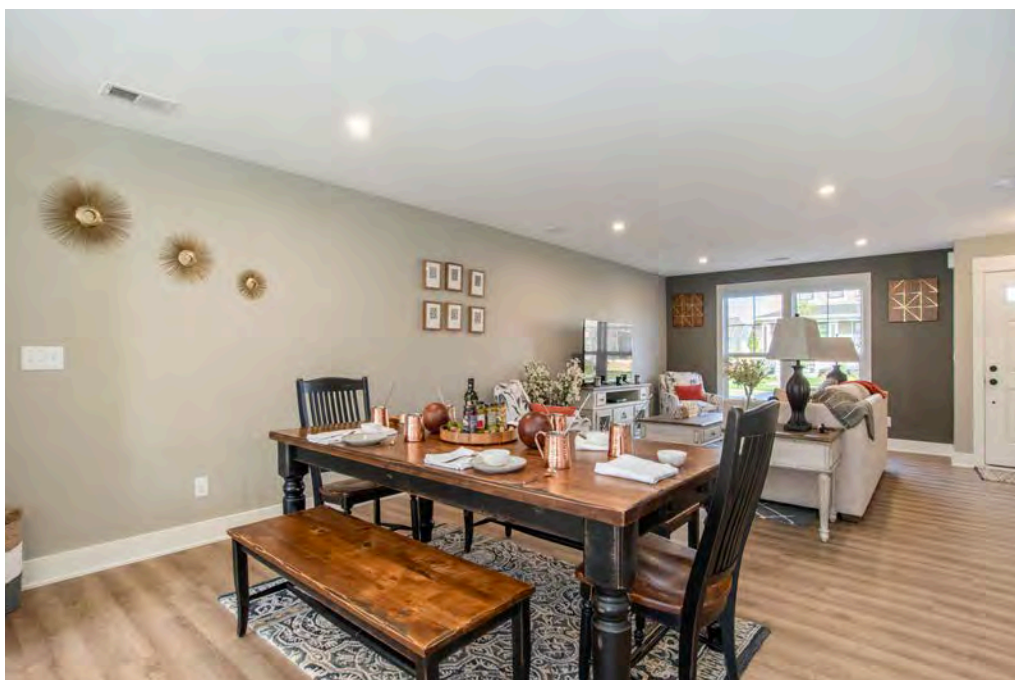








# Thayer





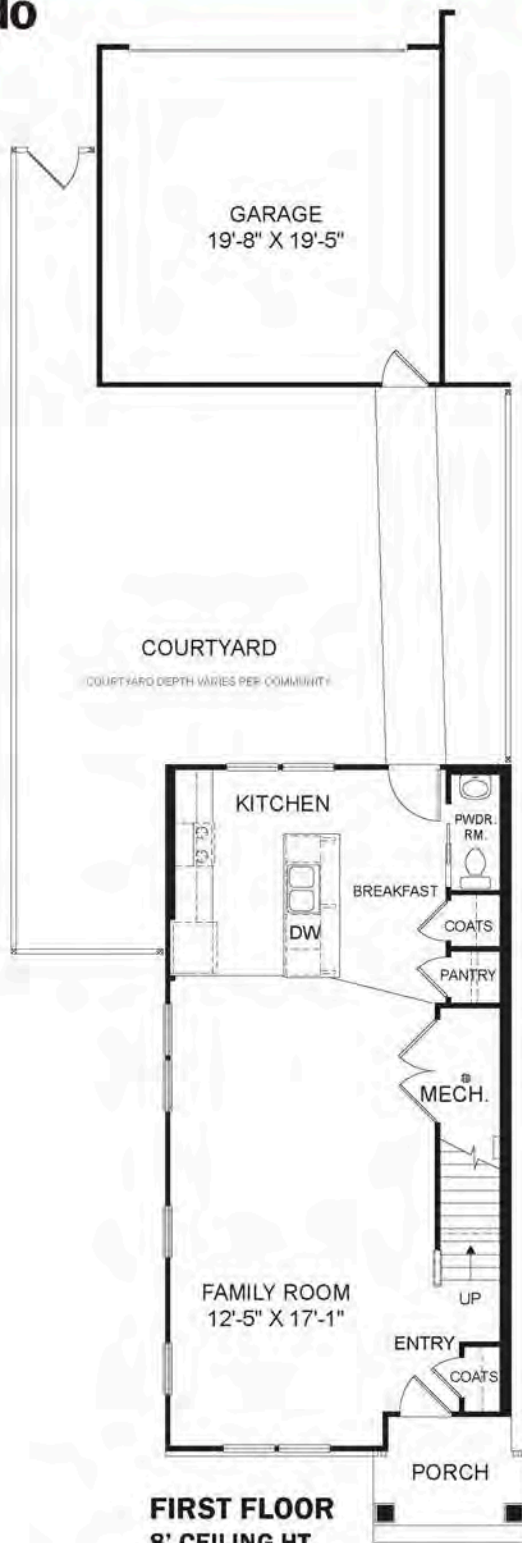


*Elevation Town Square*



*Elevation Cook's Crossing*

### End Condo



**FIRST FLOOR**  
8' CEILING HT.  
**DIMENSIONS**  
20'W x 40'D  
**1525 SF TOTAL**



**SECOND FLOOR**



# Turk



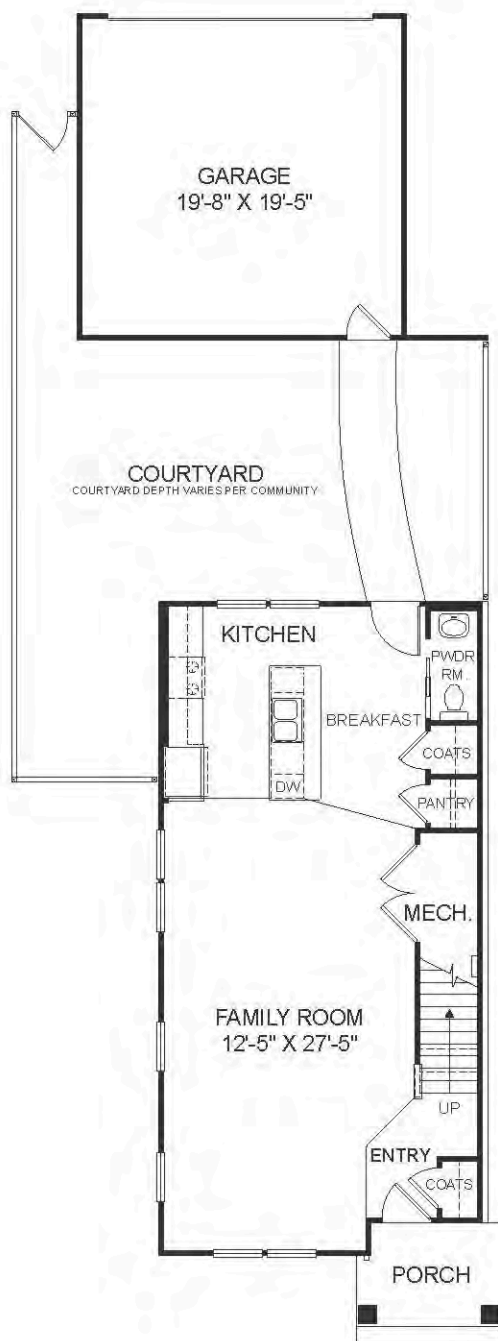


*Elevation*





### End Condo



**FIRST FLOOR**  
8' CEILING HT.  
**DIMENSIONS**  
20'W x 40'D  
**1525 SF TOTAL**



**SECOND FLOOR**



**EastbrookHOMES**

EastbrookHomes.com | concierge@eastbrookhomes.com | 616-455-0200 | 1188 East Paris Ave SE, Ste 100, Grand Rapids, MI 49546

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# Common Spaces



# Common Spaces





# Common Spaces





*FIRST DRAFT*

**Salmon Platted Community**

**DECLARATION OF COVENANTS RESTRICTIONS AND CONDITIONS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS and CONDITIONS is made as of the \_\_\_\_ day of \_\_\_\_\_ 2025 by Paramount Development Corporation, a Michigan domestic limited liability company, of 1188 East Paris Ave., SE, Suite 100, Grand Rapids, MI 49546, (hereinafter "Developer");

WHEREAS, Paramount Development Corporation is developing certain property in the City of Wyoming, Kent County, Michigan, legally described on the attached Exhibit A, to be known as the Salmon Platted Community. The Salmon Platted Community will be platted for single family homes pursuant to the appropriate recorded plat.

WHEREAS, the first plat of the Salmon Platted Community was recorded with the Kent County Register of Deeds on \_\_\_\_\_, 2025 in Instrument No. \_\_\_\_\_.

WHEREAS, Developer is developing the Salmon Platted Community plat in platted phases, all plats to be known as the Salmon Platted Community followed by the appropriate plat number (collectively referred to as the Salmon Platted Community), which lot owners will use and benefit from the same entry areas, common areas and amenities at such time as the subsequent plat(s) are recorded with the Kent County Register of Deeds; and

WHEREAS, this area may be expanded or contracted by Developer at any time and without any limitations. Only properties developed by Paramount Development Corporation, its successors or assigns, within the above described boundaries may use the name of the Salmon Platted Community; and

WHEREAS, it is required that each owner or purchaser of a lot in the Salmon Platted Community becomes and remains a member of the Salmon Platted Community Property Owners' Association (hereinafter "Association"), a Michigan non-profit corporation, formed to maintain the common property areas in the Salmon Platted Community subdivision, and is required to contribute to the maintenance of the common area property under the control of the Association; and

WHEREAS, it is part of the purpose and intention of this agreement that all of the platted lots in the Salmon Platted Community, as recorded, be conveyed by Developer, subject to reservations, easements, notifications and the use and building restrictions contained herein to establish a general plan of uniform restrictions with respect to said subdivision, to insure to the

purchasers of lots the use of the property for attractive residential purposes and to preserve the general character of the neighborhood; and

NOW, THEREFORE, the platted lots in said the Salmon Platted Community shall be subject to the following building restrictions and other provisions which shall be covenants running with the land, binding on the heirs, personal representatives, successors and assigns of Developer and of each individual lot owner and of each individual lot owner's successors and assigns:

#### **A. USE AND OCCUPANCY RESTRICTIONS**

1. Residential Use. Lots shall be used for residential purposes or other purposes customarily incidental thereto. No house shall be designed, constructed or remodeled for the purpose of housing more than one family and not more than one house shall be built on anyone platted lot. Homeowner may use their residences for home occupations, provided that the use does not generate unreasonable traffic by members of the general public, does not cause the violation of any other plat restrictions and the use conforms to the City of Wyoming Zoning Ordinance concerning home occupations.

2. Common Areas. The Salmon Platted Community includes common areas which shall be maintained by the Association. The common areas shall be used only by the Developer, the lot owners and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from, their respective properties and for other permitted purposes provided that common areas designed for a specific purpose shall be used only for those purposes or other uses approved by the Developer or the Association. The use, maintenance and operation of the common areas shall not be obstructed, damaged or unreasonably interfered with by any owner and shall be subject to any easement presently in existence or entered into by the Developer at some future date that affects all or any part of the common areas.

3. Local Codes. No lot shall be used, nor shall any structure be erected thereon, unless the use thereof and the location thereon satisfies the requirements of the Zoning Ordinance of the City of Wyoming, Kent County, Michigan, which is in effect at the time of the contemplated use or the construction of any structure, unless approval thereof is obtained by a variance from the City of Wyoming. Nothing in this Declaration of Restrictions shall give any person the right to violate or fail to comply with any applicable requirement of City of Wyoming or any other governmental entity with jurisdiction.

4. Development and Sales Period. Development and sales period means the period continuing for as long as the Developer or its successors continue to own and offer for sale any lot or unit in the Salmon Platted Community development.

5. Developer Approvals. During the development and sales periods, no residences shall be commenced or erected until plans or specifications acceptable to the Developer showing the nature, kind, shape, height, materials, color scheme, location and approximate cost for such residence shall have been submitted to and approved in writing by the Developer. Any plans and specifications prepared for residences constructed by Eastbrook Homes, Inc. (the "Builder") are deemed approved by the Developer. The Developer shall have the right to refuse to approve any plans or specifications that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, the site upon which it is proposed to erect the same and the degree of harmony with the project as a whole.



6. Architectural Control Committee. An architectural review committee (the "Architectural Control Committee") has been or will be established by the Developer. The mission of the Architectural Control Committee is to ensure that non-builder/developer exterior changes or modifications meet the criteria established in these restrictions, provide a compatible neighborhood image and assure a harmonious and aesthetic development.

Following the development and sales periods, if rights of appointment have not previously been assigned to the Association, the Developer representatives or appointees shall resign from the Committee and the Board of Directors of the Association shall appoint 3 new members to the Architectural Control Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the Architectural Control Committee.

7. Architectural Review. Following completion of the house, unless provided elsewhere in these Restrictions, no buildings, fences, walls, driveways, walkways, dog runs, pools, play structures larger than a 20x12 foot area and more than 12 feet in height, sports court, or other improvements shall be constructed on a lot or elsewhere on the property; and no exterior modification shall be made to any existing residence, structure or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement on the lot, the location of structures within adjoining lots, correspondence from adjoining lot owners and the degree of harmony with the project as a whole. In addition, to the extent that any proposed landscaping, hedges, trees or other planting are not customary or typical of similar landscaping within the project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

8. Decks. A deck may be constructed without the approval of the Developer or the Architectural Control Committee, so long as the deck is not larger than 500 square feet in area and is located fully behind the side walls of the residence constructed on a lot.

9. Storage Buildings. A storage building does require submittal to the Architectural Control Committee, but will be allowed, provided that it meets the following criteria. The maximum size permitted is 10'x12' and not higher than 12 feet. It shall be of materials similar to that as used on the home and painted in colors similar to the home or clad with vinyl siding matching that of the home. A storage building shall be located within the boundaries of the width of the house so as not to be seen from the front and shall not be located closer than ten feet from the property line and shall be suitably landscaped.

10. Fences. Fencing will not be permitted unless approved in writing by the Architectural Control Committee. If permitted, fencing on all lots shall be of a style and type as the Architectural Control Committee deems appropriate for the project.

11. Pools and Accessories. Aboveground swimming pools are not permitted. Inground swimming pools will require the approval of the Architectural Control Committee for location and aesthetic treatment. Pools shall be suitably maintained. Swimming pools shall meet the

requirements of the City of Wyoming. Fencing around pools is permitted to meet city requirements. Location of the pool and fencing shall be fully behind the side walls of the house. All pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences.

12. Landscaping, Trees and Lawn Care. Landscaping within a lot shall be completed by the lot owner within nine (9) months after the completion of construction of the residence on a lot, to the extent it does not have natural cover within woods. After occupancy, it will be the responsibility of the homeowner to control soil erosion. Each lot owner shall mow grass at least two (2) times each month during the growing season; however, when appropriate to the project, a lot owner may leave portions of the lot intended to remain in a natural state in that natural state. Due to the lake and pond located in the project only phosphorous free fertilizers may be used on lawns to protect the water quality.

Existing trees greater than 8" in diameter and new trees that are planted within the boundaries of a lot by the Developer or Builder shall be maintained by the lot owner of the lot. Such trees shall not be removed unless the tree is diseased, dying or endangers life or property.

13. Satellite Dish.

a. All satellite dishes, whether permanent or temporary, shall be placed adjacent to, or be attached to the outdoor side wall of a house or garage.

b. All satellite dishes shall be placed in the rear yard (i.e. between the building and the rear lot line). The placement shall not exceed an envelope area of four (4) feet horizontally from the side of the house or garage and four (4) feet vertically from grade level.

c. The size of all satellite dishes shall not exceed a diameter of thirty-six (36) inches.

d. There shall be no placement of any satellite dish in the front or side yard unless the criteria stated herein cannot be met due to the required line of sight with the satellite.

e. Satellite dishes may be located outside the criteria set forth above if the applicant can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstructions or sight line interference. The exact location and height of the satellite dish rests with the discretion of the Architectural Control Committee and/or the Board of Directors.

f. The Architectural Control Committee and/or the Board of Directors may require landscaping or other conditions in addition to the stated criteria so as to hide or blend the satellite dish with the surrounding topography, landscape or other structures.

14. Sidewalks. In accordance with a requirement of the City of Wyoming, lot owners with sidewalks will be required to maintain the sidewalk areas adjacent to their front or side lots, including snow removal and turf maintenance. Any lot owner who believes a lot owner is violating applicable ordinances concerning sidewalk maintenance may contact the appropriate governmental authority to seek enforcement measures.

15. Mailboxes. Cluster mailboxes are required by the United States Postal Service. The boxes will be maintained by the Association.



16. Nuisances. No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

17. Pets and Animals. No more than three (3) common household pets may be maintained on any lot without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the common areas, nor upon any lot except the lot owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

Each pet owner is responsible for complying with applicable municipal ordinances and state laws regulating pets, including so-called "leash laws". Any lot owner who believes that a pet owner is violating applicable ordinances or laws may contact the appropriate governmental authority to seek enforcement measures.

18. Automobiles. Not more than two vehicles shall be parked outside an enclosed garage on a regular basis without approval of the Architectural Control Committee. No automobiles or other vehicles that are not in operating condition are to be kept outside of an enclosed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about the property, with the exception of trucks or vehicles making deliveries or pick-ups within the normal course of business.

No vehicles shall be parked on or along the roadways, except in the event of occasional or unusual circumstances, such as parties or receptions that generate the need for off-site parking. No vehicles shall be parked in the yard area of any lot or common area.

19. Boats or Recreational Vehicles. No boat or recreational vehicle shall be permanently stored on the lot, except in an enclosed garage. Boats and recreational vehicles may be kept on the property for a period not exceeding 72 hours for preparation for use. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the property.

20. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all lots. The waste hauler may separately invoice each lot owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding common areas maintenance or improvements.

21. Landscape Area Irrigation. Irrigation for the landscaping may be, at Developer's discretion, connected to the underground irrigation system of a lot located near the landscape area. It is the responsibility and the requirement of the lot owner to irrigate the landscaping located

in the landscape area. The lot owner is required to water the vegetation on a regular basis to provide for green grass and healthy plant/tree growth. The lot owner needs to water the vegetation during the months of June through September. The lot owner will also be responsible to have the irrigation system properly drained when the weather requires it. The Association will be responsible for the repairs and maintenance of the irrigation lines and heads located in the island or landscape areas. The Association is responsible to the lot owner for the repair of any damage to his yard area due to the repair and maintenance of the irrigation system under the street, in the island or landscape area.

The Association will pay one hundred fifty dollars (\$150.00) to the lot owner at the end of the year to cover the cost of the water and draining the irrigation lines for the landscape area. The Association will review the annual payment amount every year to insure that a fair and equitable payment is made to cover the cost of the water.

22. Firearms and Weapons. No lot owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the lot owner's family of any firearms or other dangerous weapons, fireworks, projectiles or devices anywhere on or about the property, consistent with applicable township ordinances and state law.

23. Signs. No signs or other advertising devices (other than one professionally made for sale sign or political election sign, or a sign of substantially the same quality and appearance, which is not larger than 4 square feet in size), shall be displayed from any residence or on any lot or common areas that are visible from the exterior of the lot or from the common areas without written permission from the Association or its managing agent.

24. Well Prohibition. The entire development is being supplied with municipal water and sewer so that well use is not required. No individual wells or irrigation wells are permitted in the Salmon Platted Community development.

25. Violations. If there is a question as to whether there is a violation of any of these specific covenants, it shall be submitted to the Board of Directors of the Association, which shall conduct an investigation. Written notice shall be given to the lot owner with the opportunity for a hearing before the Board. If the lot owner is found to have violated the restrictions, the Board's determination shall state what corrective action needs to be taken and state a punctual but reasonable time period to comply with the determination. If the lot owner refuses to correct the violation, the Board may suspend the voting rights and rights to use of the recreational facilities pursuant to the Bylaws of the Association and/or it shall be lawful for the Association or any lot owner to prosecute any proceedings at law or in equity to prevent the violation or to recover damages for such violation.

26. Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of these Restrictions, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements; however, the Developer or the Architectural Control Committee may not grant variances as to the requirements that are mandated by the township or Kent County.

27. Rules of Conduct. Additional rules and regulations consistent with these Restrictions may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each lot owner at least 10 days prior to their effective date and may be revoked at any time by the affirmative vote of sixty-six percent (66%) or more of all lot owners.



## **B. THE SALMON PLATTED COMMUNITY PROPERTY OWNERS' ASSOCIATION**

1. Organization. The Developer has created the Salmon Platted Community Property Owners' Association, a Michigan non-profit corporation (the "Association"), for the purpose of the management, maintenance, operation and administration of the common areas and the other purposes set forth in these Restrictions.

2. Compliance. All owners of the lots and condominium units in said the Salmon Platted Community are hereby obligated to become and remain members of the Salmon Platted Community Property Owners Association and to pay annual dues to the Association in accordance with these Restrictions and with the Articles and Bylaws of said Association for the cost of the maintenance of the property known as the common areas, parks, entry areas, private roads and any other property under the control of the Association. This shall be the personal obligation of the owners and shall constitute a lien on the parcel owned or being purchased. The obligations may be enforced in any manner permitted by law and specifically including foreclosure of the lien the same as if the lien were a mortgage on the parcel affected. The obligation may be enforced by the Developer, any owner of a lot or unit in the Salmon Platted Community or by the Property Owners Association. Paramount Development Corporation, Eastbrook Homes, Inc., or its assigns, shall not be obligated to pay dues on any lots except a fully completed model sales home.

3. Board of Directors. The business, property and affairs of the Association shall be managed and administered by a board of directors as detailed in the Articles of Incorporation and Bylaws of the Association. During the development and sales periods, the Developer has the right to appoint the members of the board of directors. After approximately ninety percent (90%) of all lots that may be created have been sold and closed by the Developer, or sooner at Developer's discretion, the board of directors shall be elected by the owners as set forth in the Articles and Bylaws of the Association.

4. Advisory Committee. Prior to the first full election of the Board of Directors by the owners, the Developer may appoint or hold elections for various advisory committees or boards to assist with the administration of the Association. After election of the first board of directors by the owners, the Board of Directors will be in charge of appointing the various advisory committees to assist with the administration of the Association.

## **C. RESERVED RIGHTS OF DEVELOPER**

1. Sales Effort. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising signs and flags, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the property as may be reasonable to enable development and sale of the entire project. The architectural review requirements shall not apply to the Developer during the development and sales periods, and the Architectural Control Committee shall have no control over the activities of the Developer during the development and sales periods.

2. Easements Reserved by Developer. The Developer reserves easements over the project as follows:

(a) Access Easements. The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend and use all roadways, drives,

walkways and bike paths located within the project, and to construct, improve, pave, replace and use any new roadways, driveways, walkways and bike paths that Developer desires to construct at any time in the future, over any property within the project (the "Access Easements").

(b) Utility Easements. Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge and use all utility lines and mains located within the project and the public water system and the public sanitary sewer system located within the project, and to construct, improve, replace and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any property within the project (the "Utility Easements"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable municipal statutes and ordinances.

(c) Benefited Property. The Access Easements may provide ingress and egress rights over the project for the benefit of any real property designated by the Developer, including, without limitation, any lot, the future phases, other real property adjacent to or within the vicinity of the project and any other real property that the Developer owns or may acquire in the future. The Access Easements may provide ingress and egress over the project between the property or properties benefited and any public roadway, private roadway, driveway, walkway, bike path, utility line or utility main wherever located. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any lots, the future phases, other real property adjacent to or within the vicinity of the property, and any other real property that Developer owns or may acquire in the future.

(d) Perpetual. The Access Easements and the Utility Easements (collectively the "Developer Easements") are perpetual and non-exclusive easements for the benefit of the Developer, its successors and assigns, and any persons or entities designated in writing by the Developer or by its successors and assigns. The Developer Easements may be used or established at any time and from time to time at the sole election of the Developer.

(e) Additional Access. The Developer also reserves the right of reasonable access over the entire project to the extent deemed necessary or desirable by the Developer, to make use of and to access the Developer Easements. This includes the right to undertake grading in the course of construction and to operate construction machinery and equipment within the project for the purposes of constructing, improving, repairing or replacing improvements within the Developer Easements.

(f) Assignment. The Developer may assign its rights, in whole or in part, under this section to third persons, including successor developers, lot owners, municipalities, utility providers and other persons, without limit. The Developer Easements reserved in this section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any lot owner and may execute any instrument under this power of attorney on behalf of the Association or the lot owner. No third party may claim any rights under this section unless the third party receives a written assignment of rights under this section from the Developer. The Association has no rights under this section. The Developer has



no duty to contribute or to cause others to contribute in any way to the Association or to any lot owner on account of the exercise of the rights reserved under this section. The Developer has no duty to exercise any of the rights it has reserved under this section.

#### **D. DRAINAGE AND DETENTION AREAS**

1. Drainage. Some of the lots in the project are subject to private, unnamed easements for drainage. These unnamed private easements for drainage are for the surface drainage of upland lots within the project. No development, grading or construction is permitted within private easement for drainage. This includes swimming pools, sheds, garages, patios, decks or any other permanent structure or landscaping feature that may interfere with surface drainage. Each lot owner will be responsible for maintaining the drainage system, including natural flow of surface water across his property, whether in an easement or not. Alterations to final grade or excessive irrigation that result in a drainage issue for the owner or neighboring lots will be the sole responsibility of the owner who caused the alteration.

2. Detention Ponds. The Salmon Platted Community plats include stormwater detention areas for the temporary storage of water during storms, which areas have been approved by the appropriate governmental entities. The purchasers of lots and the Association agree to hold harmless Paramount Development Corporation, Eastbrook Homes Inc., their successors and assigns from and against any and all damages, claims, lawsuits and liabilities and expenses that may arise as a result of personal injury or property damage related to the detention pond areas.

#### **E. ENFORCEMENT OF RESTRICTIONS**

1. Remedies of Association. If the Association determines that any lot owner has failed to comply with any conditions of the Restrictions, the Association may notify the lot owner by mail advising of the alleged violation. If a dispute or question as to whether a violation of any specific regulation or restriction contained in these Restrictions has occurred, it shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the project. If the violation is not corrected within a reasonable time period as set by the Board of Directors, the Association can seek enforcement through one or more of the following methods.

(a) Suspension of voting rights pursuant to the Articles and Bylaws of the Association.

(b) Fines assessed at levels set by the Board of Directors with late charges added for every month the account is past due.

(c) Property liens may be filed for unpaid annual Association dues, late fees and recording fees. Property liens may also be filed for costs to bring non-compliant exterior site improvements into compliance.

(d) Police enforcement where applicable.

(e) Filing of small claims court action in district court to seek monetary judgments.

(f) Legal prosecution to prevent the violation and to recover damage for such violation.

2. Enforcement by Developer. The project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the lot owners and all other persons interested in the project. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right, may, at its option, elect to maintain, repair and/or replace any common areas or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the development and sales periods, which right of enforcement shall include (Without limitation) an action to restrain the Association or any lot owner from any prohibited activity.

3. Lot Owner Enforcement. Any aggrieved lot owner will also be entitled to compel enforcement of these Restrictions by action for injunctive relief and/or damages against another lot owner in the project, but not against the Association or the Developer.

4. Remedies on Breach. In addition to the remedies granted by Section E for the collection of assessments, the Association shall have the right, in the event of a violation of the Restrictions on use and occupancy imposed by this section, to enter the lot and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the lot owner of the lot will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

5. Liability. The Salmon Platted Community Property Owners' Association and/or the Developer will make reasonable effort to enforce the Restrictions but cannot be held responsible if the enforcement mechanisms do not work. It must be understood that these Restrictions require a certain amount of voluntary compliance, and the Board of Directors and the Association or the Developer cannot oversee or enforce every infraction of these Restrictions.

## **F. AMENDMENTS BY DEVELOPER**

1. Amendments. Developer reserves the right to amend, add to and/or finalize these Restrictions by appropriate recorded instrument up until Developer has sold and closed the final lot in the Salmon Platted Community. Thereafter, these Restrictions may be amended by appropriate recorded written instrument executed and acknowledged by the owners of not less than two-thirds of the lots in all of the Salmon Platted Community plats.

2. Invalidation. The invalidation of anyone or more of the restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

EXECUTED the day and year first above written.



PARAMOUNT DEVELOPMENT CORPORATION

By \_\_\_\_\_  
Michael R. McGraw  
Its Member

STATE OF MICHIGAN  
COUNTY OF KENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025  
by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan domestic  
profit corporation, on behalf of said company.

\_\_\_\_\_  
Rachel Fox  
Notary Public, Ottawa County, Michigan  
My Commission Expires: 10/6/2030

Prepared by and return to:  
Kelly Kuiper  
1188 East Paris Ave Ste 100  
Grand Rapids MI 49546

EXHIBIT A

INSERT LEGAL DESCRIPTION OF ENTIRE AREA FOR THE SALMON PLATTED  
COMMUNITY PLATS



**MASTER DEED  
OF  
THE TOWNHOMES AT THE SALMON COMMUNITY**  
(Pursuant to Act 59, Public Acts of 1978, as amended)

Kent County Condominium Subdivision Plan No. \_\_\_\_\_ containing:

- (1) Master Deed establishing The Townhomes at the Salmon Community.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by:

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Paramount Development Corporation  
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**MASTER DEED**  
**of**  
**THE TOWNHOMES AT LOWING WOODS**

(Pursuant to Act 59, Public Acts of 1978 as amended)

This Master Deed is signed and delivered on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, by **PARAMOUNT DEVELOPMENT CORPORATION**, a Michigan corporation, with offices at 1188 East Paris Avenue, Suite 100, Grand Rapids, Michigan 49546, (the "**Developer**") upon the terms and conditions set forth below.

**Article 1. ESTABLISHMENT OF CONDOMINIUM**

**1.1 Project.** The Developer is engaged in the development of a Project to be known as The Townhomes at the Salmon Community (the "**Project**"), in the City of Wyoming, Kent County, Michigan on a parcel of land as described in Article 2.

**1.2 Establishment of Condominium.** The Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Article 2 (the "**Property**"), together with the improvements located and to be located on such Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Developer does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Developer, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

**1.3 Project Description.** The Project is a residential condominium. The six (6) Condominium units which may be developed in the first phase of the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual used by reason of having its own entrance from and exit to a common element of the Project.

**1.4 Co-Owner Rights.** Each owner of a Unit ("**Co-owner**") in the Project shall have an exclusive property right to the Co-owner's Unit and to the limited common elements which are appurtenant to the Co-owner's Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the general common elements of the Project as described in this Master Deed.



## **Article 2. LEGAL DESCRIPTION OF THE PROPERTY**

**2.1 Condominium Property.** The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is legally described on the attached Schedule 1.

**2.2 Beneficial Easements.** Easements are hereby created and conveyed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited by and subject to the ingress, egress, utility and other easements described and/or shown on Exhibit B.

## **Article 3. DEFINITIONS**

**3.1 Definitions.** Capitalized terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of The Townhomes at Lowing Woods Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended.

(b) **Administrator.** "Administrator" means the Michigan Department of Licensing and Regulatory Affairs, which is designated to serve as administrator of the Act.

(c) **Association.** "Association" or "Association of Co-owners" means The Townhomes at Lowing Woods Condominium Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(d) **Association Bylaws.** "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(e) **Board.** "Board" means the board of directors of the Association.

(f) **Common Elements.** "Common Elements" means the portions of the Project other than the Units, including all general and limited common elements described in Article 4 of this Master Deed.

(g) **Condominium Bylaws.** "**Condominium Bylaws**" means Exhibit A to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Co-owners.

(h) **Condominium Documents.** "**Condominium Documents**" means this Master Deed with its exhibits, the Articles and Bylaws of the Association, the Rules and Regulations adopted by the Board and any other document which affects the rights and obligations of a Co-owner in the Condominium.

(i) **Condominium Property.** "**Condominium Property**" means the land described in Article 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to such property.

(j) **Condominium Subdivision Plan.** "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the site, survey, floor and other drawings depicting both existing and proposed structures and improvements to be included in the Project.

(k) **Condominium Unit.** "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed.

(l) **Co-owner.** "**Co-owner**" or "**Owner**" means the person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination of such entities who or which own a Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase. Co-Owner or Owner may include the Developer.

(m) **Developer.** "**Developer**" means Paramount Development Corporation, a Michigan corporation, which has signed, delivered and recorded this Master Deed, and its successors and assigns.

(n) **Development and Sales Period.** "**Development and Sales Period**", for purposes of the Condominium Documents and the rights reserved by the Developer and its successors, shall be deemed to continue for as long as the Developer or its successors continue to own and offer for sale any Unit in the Project which has not been previously conveyed or leased.

(o) **General Common Elements.** "**General Common Elements**" means those Common Elements described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

(p) **Limited Common Elements.** "**Limited Common Elements**" means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.



(q) **Master Deed.** "Master Deed" means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership.

(r) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association and the proportionate share of each Co-owner in the Common Elements of the Project.

(s) **Project.** "Project" or "Condominium" means The Townhomes at Lowing Woods, a residential condominium development established under the provisions of the Act.

(t) **Transitional Control Date.** "Transitional Control Date" means the date on which the Board takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

**3.2 Applicability.** Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

#### **Article 4. COMMON ELEMENTS**

**4.1 General Common Elements.** The General Common Elements are:

(a) **Real Estate.** The Property described in Article 2 of this Master Deed, including easement interests benefiting the Project (including, but not limited to, interests for ingress, egress and utility installation and other purposes, over, across and through properties outside of this Project), but excluding individual Units in the Project and the real estate designated as Limited Common Elements;

(b) **Surface Improvements and Landscaping.** The private roads, walkways, lawns, trees, shrubs, landscaping and other improvements shown as General Common Elements on the Condominium Subdivision Plan attached as Exhibit B;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(d) **Gas.** The natural gas line network and distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(e) **Water.** The underground sprinkling system for the Common Elements, and the water distribution system throughout the common areas of the Project, including those distribution lines contained within common walls, floors and ceilings;

(f) **Sanitary Sewer.** The sanitary sewer system throughout the common areas of the Project, including those service lines contained within common walls, floors and ceilings;

(g) **Storm Drainage.** The storm drainage system throughout the common areas of the Project, including the pond located within the Project;

(h) **Telephone.** The telephone wiring system throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(i) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the common areas of the Project, including those transmission lines contained within common walls, floors and ceilings;

(j) **Building Elements.** The foundations, roofs, perimeter walls, ceilings, floors, and interior walls of all buildings, as shown on Exhibit B;

(k) **Delivery Boxes.** The mail and/or newspaper box located on the General Common Elements to serve the Units;

(l) **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project; and

(m) **Ownership of Utility and Telecommunications Systems.** Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest in them, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.



**4.2 Limited Common Elements.** The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service for electricity, gas, water, sewage, telephone, television and/or other utility or telecommunication services located within a Unit and supplying service to that Unit alone;

(b) **Porches, Decks and Patios.** The front porch and, if applicable, the deck, patio, or sun porch on the rear of each Unit;

(c) **Heating and Cooling Appliances.** The separate furnace, water heater, air conditioner and/or compressor located within or adjacent to a Unit and serving that Unit exclusively;

(d) **Windows, Sliders, Doors and Screens.** The windows, sliders, doors and/or screens located within or adjacent to any Unit perimeter wall or the wall of any garage, and the automatic garage door opening mechanism;

(e) **Garage Interiors.** Garage interior spaces, and the interior surfaces of garage walls, ceilings and floors;

(f) **Interior Unit Surfaces.** The interior surfaces of perimeter walls, doors, ceilings and floors located within a Unit;

(g) **Driveways and Walkways.** The portion of any driveway and walkway exclusively serving the residence, located between the Unit and the paved roadway;

(h) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Developer or the Association; and

(i) **Subsequent Assignment.** In the event that no specific assignment of one or more of the Limited Common Elements described in this Article has been made in the Subdivision Plan, the Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

**4.3 Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements; Utilities.** Each Co-owner shall be individually responsible for the cleaning, snow removal, maintenance, repair and

replacement of all Limited Common Elements appurtenant to the Co-owner's Unit, however, the Association shall provide snow removal for all front walkways and driveways. Also, the structural repair and replacement of front walkways and driveways servicing each unit shall be the responsibility of the Association, but the Association may assess the costs of repair and maintenance to the affected co-owner.

**(b) Unit Improvements and Other Co-owner Responsibilities.** If any Owner shall elect to construct or install any improvements to the interior of a Unit or, with the prior written consent of the Association, to the Unit exterior or the Common Elements appurtenant to the Unit which increase the costs of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against that Unit or Units.

**(c) Association Oversight.** The appearance and condition of the porches, patios, decks, driveways and other exterior Limited Common Elements shall at all times be subject to the approval of the Association. If the maintenance and cleaning of such Limited Common Elements by the responsible Co-owner does not conform to reasonable aesthetic and maintenance standards established by the Association, the Association will have the right to take such action as may be necessary to bring such Common Elements up to required standards and to charge all costs incurred to the Co-Owner responsible for cleaning, repair and maintenance.

**(d) Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and landscaping of all Common Elements other than as described above in this Section (including the maintenance of the storm water pond described in Section 2.2 of this Master Deed) shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Co-owner or a Co-owner's agent, invitee, family member or pet. In that case, the negligent Co-owner shall be responsible for the cost of completing the repair or replacement.

**(e) Utilities.** To the extent that any utilities are not separately metered to each Unit, such as water and sanitary sewer, the Association shall have those utilities metered in the name of the Association, and the expenses of the utilities will be an expense of administration to be included within the monthly assessments to each Co-owner.

**4.4 Assignment of Limited Common Elements.** A Limited Common Element may be assigned or re-assigned with the prior written approval of the Board. Any affected Co-owners may seek the consent of the Board by written application to the Board and notice to any affected mortgagee. If the request is approved, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Co-owners of



the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

**4.5 Power of Attorney.** By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all Co-owners, mortgagees and other interested parties are deemed to have appointed the Developer (during the Development and Sales Period) and/or the Association (after the Development and Sales Period has expired), as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer (or Association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

**4.6 Separability.** Except as provided in this Master Deed, Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## **Article 5. DESCRIPTION, VALUE AND MODIFICATION OF UNITS**

**5.1 Description of Units.** A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Detailed architectural plans and specifications for the Project have been filed with the City of Wyoming Building Department. Each Unit includes all the space contained within certain horizontal planes and vertical planes designated by a heavy outline on the interior finished surface of the walls, floors and ceilings as depicted in the Subdivision Plan and as delineated by detailed dimensional descriptions contained by the outline, less any Common Elements located within the description. In determining dimensions, each Unit will be measured from the interior finished unpainted surfaces of the walls and ceilings and from the interior surfaces of the finished subfloor.

**5.2 Percentage of Value.** The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Units in the Project shall be equal to each other Unit. The determination that Percentages of Value for all such Units was made after reviewing the comparative characteristics of each Unit. Notwithstanding the foregoing, the Developer (and the Board following the expiration of the Development and Sales Period) may assess a reasonable uniform surcharge to units that require a higher level of maintenance due to size or style of buildings, in levying assessments, in accordance with Section 5.3 of the Condominium Bylaws, to account for the greater maintenance expenses.

**5.3     Unit Modification.** The Master Deed, the number, size, style and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors without the consent of any Co-owner, mortgagee or other interested person; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to the Developer and its successors for such purpose.

**5.4     Convertible Areas.** All General Common Elements and all unsold Units and appurtenant Limited Common Elements are deemed convertible areas. Any convertible area may be converted into a Unit or a Common Element in accordance with the provisions of the Act.

## **Article 6. EXPANDABILITY OF CONDOMINIUM**

**6.1     Future Development Area.** The first phase of the Project established by this Master Deed consists of thirty eight (38) Units which may, at the election of the Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of one hundred and twenty four (124) Units. Additional Units, if any, will be established upon all or some portion of the land described on the attached Schedule 2 (the "Future Development Area"):

**6.2     Addition of Units.** The number of Units in the Project may, at the option of the Developer from time-to-time within a period ending not later than six (6) years after the initial recording of the Master Deed, be increased by the addition of all or any portion of the Future Development Area and the establishment of Units on such area. The nature, location, size, types and dimensions of the Units and other improvements to be located within the Future Development Area will be determined by the Developer in its sole discretion.

**6.3     Expansion Not Mandatory.** None of the provisions of this Article will in any way obligate the Developer to enlarge the Project beyond the initial phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Future Development Area as a separate project (or projects) or as any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly provided in this Article. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area nor is there any obligation to add portions in any particular order nor to construct any particular improvements on the added property.

**6.4     Amendment(s) to Master Deed.** An increase in the size of the Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed,



which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project. The precise determination of the adjustments in Percentages of Value (if any) will be made in the sole judgment of the Developer. Such adjustments, however, will reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Project.

**6.5 Redefinition of Common Elements.** The amendment or amendments to the Master Deed made by the Developer to expand the Project may also contain such further definitions and redefinitions of General or Limited Common Elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project. In connection with any such amendment(s), Developer will have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the intent of this Article, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the area of future development, and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

**6.6 Additional Provisions.** The amendment or amendments to the Master Deed made by the Developer to expand the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to make the Project contractible and/or convertible as to portions of the parcel or parcels being added to the Project; (ii) to create easements burdening or benefitting portions of the parcel or parcels being added to the Project; and (iii) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

## **Article 7. CONTRACTABILITY OF CONDOMINIUM**

**7.1 Limit of Unit Contraction.** The first phase of the Project established by this Master Deed consists of thirty eight (38) Units.

**7.2 Withdrawal of Units.** The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the recording of the Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Section 2.1 and 6.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, adjust the Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of the Percentages of Value. Other than as provided in this Article 7, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals or the number of Units and/or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

**7.3 Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate project (or projects) or as any other form of development.

**7.4 Amendment(s) to Master Deed.** A withdrawal of lands from this Project by the Developer will be given effect by an appropriate amendment(s) to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may adjust the Percentages of Value assigned by Section 5.3 in order to preserve a total value of 100% for the entire Project resulting from such amendment(s).

**7.5 Additional Provisions.** Any amendment(s) to the Master Deed made by the Developer to contract the Project may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definitions of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in the Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.



## **Article 8. EASEMENTS**

**8.1 Easements on the Subdivision Plan.** The easements shown on the Subdivision Plan shall benefit and burden the Units and Common Elements as shown on Exhibit B, and shall be maintained by the Association unless otherwise provided in the Condominium Documents.

**8.2 Easements for Support, Maintenance and Repair.** Every portion of a Unit which contributes to the structural support of a building not entirely within the Unit shall be burdened with an easement of structural support for the benefit of the Common Elements within the building. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sales Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it is permitted to and elects to assume responsibility. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any building, wall or other improvement to install, repair or maintain utility services shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

**8.3 Utility Easements.** The Developer grants and reserves, for public and quasi-public utility purposes, perpetual easements over, under and across those portions of the Project designated on the Condominium Subdivision Plan as private roadways and/or easements. Such easements shall be for the benefit of itself, the Association, and any public or quasi-public utility company engaged in supplying one or more utility and/or similar services, and their respective successors and assigns, for the purpose of installing, laying, erecting, constructing, renewing, operating, preparing, replacing, maintaining and removing any type of line, pipe or main, with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having applicable jurisdiction. Public and quasi-public utilities and other service providers shall have access to the adjacent Common Elements and to the Units at such time as may be reasonable for the installation, repair, maintenance, improvement or replacement of such services.

**8.4 Easements Reserved by Developer.** The Developer reserves easements over the Project as follows:

**(a) Access Easements.** The Developer reserves the right to grant or retain easements to construct, improve, pave, replace, reconstruct, extend, and use all roadways, drives and walkways located within the Project, and to construct, improve, pave, replace and use any new roadways, driveways and walkways that

Developer desires to construct at any time in the future, over any General Common Elements and Units within the Project (the "**Access Easements**").

(b) **Utility Easements.** Developer reserves the right to grant or retain easements to improve, replace, extend, tap into, reconstruct, enlarge, and use, all utility lines and mains located within the Project, and to construct, improve, replace, and use any new utility lines and mains that Developer desires to construct at any time in the future over, under, beneath or across any General Common Elements and Units within the Project (the "**Utility Easements**"). The Utility Easements are intended to include all public and private utilities, including, without limitation, water, sanitary sewer, storm sewer, gas, electric, telephone and cable. Any exercise by the Developer of the foregoing reserved rights shall be subject to the Developer's compliance with applicable statutes, ordinances, rules and regulations.

(c) **Benefited Property.** The Access Easements may provide ingress and egress rights over the Project for the benefit of any real property designated by the Developer, including, without limitation, any Unit, other real property adjacent to or within the vicinity of the Project, and any other real property that the Developer owns or may acquire in the future. The Access Easements may provide ingress and egress over the Project between the property or properties benefited and any public roadway, private roadway, driveway, walkway, bike path, utility line, or utility main, wherever located. The Utility Easements may provide rights to use utilities as described above for the benefit of any real property designated by the Developer, including without limitation, any Units, other real property adjacent to or within the vicinity of the Property, and any other real property that Developer owns or may acquire in the future.

(d) **Perpetual.** The Access Easements and the Utility Easements (collectively, the "**Developer Easements**") are perpetual non-exclusive easements for the benefit of the Developer, its successors and assigns, and any persons or entities designated in writing by the Developer or by its successors and assigns. The Developer Easements may be used or established at any time and from time to time, at the sole election of the Developer.

(e) **Additional Access.** The Developer also reserves the right of reasonable access over the entire Project to the extent deemed necessary or desirable by the Developer, to make use of and to access the Developer Easements. This includes the right to undertake grading in the course of construction, and to operate construction machinery and equipment within the Project, for the purposes of constructing, improving, repairing, or replacing improvements within the Developer Easements.

(f) **Assignment.** The Developer may assign its rights, in whole or in part, under this Section to third persons, including successor developers, Unit owners, municipalities, utility providers, and other persons, without limit. The



Developer Easements reserved in this Section are intended to be self-executing, in that no additional conveyance documents are required for the Developer to exercise its rights; however, if a third party, such as a utility company or a municipality, by way of example and not limitation, requires that the property owner execute, revise, or amend a separate grant of easement or other document, the Developer is deemed to be the attorney-in-fact for the Association or any Co-owner, and may execute any instrument under this power of attorney on behalf of the Association or the Co-owner. No third party may claim any rights under this Section unless the third party receives a written assignment of rights under this Section from the Developer. The Association has no rights under this Article 8. The Developer has no duty to contribute, or to cause others to contribute, in any way to the Association or to any Co-owner on account of the exercise of the rights reserved under this Section. The Developer has no duty to exercise any of the rights it has reserved under this Section.

**8.5 Telecommunications Agreements.** The Developer or the Association, subject to the Developer's approval during the Development and Sales Period, 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 (collectively "**Telecommunications**") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Developer or the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any sums paid by any Telecommunications or other company in connection with any agreement made by the Developer shall remain the property of the Developer; any sums paid by any Telecommunications or other company in connection with any agreements made by the Association shall remain the property of the Association.

## **Article 9. AMENDMENT AND TERMINATION**

**9.1 Pre-Conveyance Amendments.** If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

**9.2 Post-Conveyance Amendments.** If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Non-Material Changes.** The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans 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. Whether an amendment "substantially alters or changes the rights of any Co-owner or mortgagee" shall be determined by the Developer during the Development and Sales Period. The determination of the Developer shall be deemed conclusive and binding.

(b) **Material Changes.** An amendment may be made, even if it will materially alter or change the rights of the Co-owners and mortgagees, with the consent of not less than two-thirds of the Co-owners and, to the extent required by law, mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without that Co-owner's consent. Rights reserved by the Developer, including by way of example and not limitation, the easements reserved in accordance with the provisions of Article 8, shall not be amended without the written consent of the Developer, whether the proposed amendments are made during the Development and Sales Period or thereafter.

(c) **Compliance with Law.** Amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.



(d) **Reserved Developer Rights.** A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of the Developer, its successors or assigns.

(e) **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Co-owners, the costs of which are expenses of administration. The Co-owners shall be notified of proposed amendments under this Article not less than 10 days before the amendment is recorded.

**9.3 Project Termination.** If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than 80% of the Co-owners and mortgagees, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the Co-owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) **Real Property Ownership.** Upon recordation of a document terminating the Project, the property constituting the Project shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Co-owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Unit.

(c) **Association Assets.** Upon recordation of a document terminating the Project, any rights the Co-owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) **Notice to Interested Parties.** Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

**9.4      Withdrawal of Property.** If the development and construction of all improvements to the Project has not been completed within a period ending ten (10) years after the date on which construction was commenced, or six (6) years after the date on which rights of expansion, contraction or convertibility were exercised, whichever right was last exercised, the Developer shall have the right to withdraw all remaining undeveloped portions of the Project identified as "need not be built" without the consent of any Co-owner, mortgagee or other party in interest. Any undeveloped portions not so withdrawn before the expiration of the time periods, shall remain as General Common Elements of the Project, and all rights to construct Units on such lands shall cease.

**9.5      Access and Use of Withdrawn Property.** At the option of the Developer, any undeveloped portions of the Project which have been withdrawn under the provisions of Section 9.4 shall be granted easements for access and utility installation over, across and through the remaining Project.

#### **Article 10. ASSIGNMENT OF DEVELOPER RIGHTS**

Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing and shall be duly recorded in the Register of Deeds office in the county in which the Project is located.

#### **Article 11. LIMITATION OF LIABILITY**

The enforcement against the Developer of any obligations of the Developer in the Condominium Documents shall be limited to the interest of the Developer in the Project at the time the enforcement occurs. No judgment against the Developer shall be subject to the execution on, or shall be a lien on, any assets of the Developer, other than the Developer's interest in the Project.

*[Signature appears on following page.]*



This Master Deed has been signed by the Developer as of the day and year which appear on page one.

**PARAMOUNT DEVELOPMENT CORPORATION,**  
a Michigan corporation

By: \_\_\_\_\_  
Michael R. McGraw  
Title: Member

STATE OF MICHIGAN  
COUNTY OF KENT

This document was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_ 2025,  
by Michael R. McGraw, Member of Paramount Development Corporation, a Michigan  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Rachel Fox  
Notary Public, Ottawa County, Michigan  
My commission expires: 10/6/2030  
Acting in the County of Kent

**SCHEDULE 1  
TO MASTER DEED OF  
THE TOWNHOMES AT THE SALMON COMMUNITY**

Legal Description of Phase 1



**SCHEDULE 2  
TO MASTER DEED OF  
THE TOWNHOMES AT THE SALMON COMMUNITY**

Legal Description of Future Development Area

**EXHIBIT C**  
**TO MASTER DEED OF**  
**THE TOWNHOMES AT THE SALMON COMMUNITY**

**AFFIDAVIT OF MAILING**  
**NOTICE OF INTENT**  
**TO ESTABLISH CONDOMINIUM PROJECT**

STATE OF MICHIGAN  
COUNTY OF KENT

Taylor Youngs, being duly sworn, states that on \_\_\_\_\_, 2025, she served copies of a Notice of Intent with regard to The Townhomes at the Salmon Community Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

The City of Wyoming  
1155 28<sup>th</sup> St SW  
Wyoming, MI 49509

Kent County Road Commission  
1900 4 Mile Rd NW  
Grand Rapids, MI 49544

Kent County Drain Commission  
775 Ball Ave NE  
Grand Rapids, MI 49503

On-Site Wastewater Unit  
EGLE  
P O Box 30473  
Lansing, MI 48909-7973

Michigan State Dept of Transportation  
425 W. Kent Street  
P O Box 30050  
Lansing, MI 48909

\_\_\_\_\_  
Taylor Youngs

Subscribed and sworn to before me on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Rachel Fox  
Notary Public, Ottawa County, Michigan  
My commission expires: 10/6/2030  
Acting in the County of Kent



**From:** [Janice Townsley](#)  
**To:** [Planning Info](#)  
**Subject:** June 17 Planning Commission Meeting Comments  
**Date:** Wednesday, June 4, 2025 2:10:57 PM

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External Email - Think Before You Click

I've been notified that I am within 600 feet of a rezoning request from ER Estate Residential District to PUD-4 General Planned District at 3738 52nd St SW.

My concern is about the additional traffic on 52nd St. Especially since it's so close to Grandview Elementary School. 2 lanes will not be able to accommodate all the additional traffic.

Thank you for the opportunity to share my concern.

Janice Townsley  
3503 Evan Brooke Dr SW  
Wyoming, MI. 49418  
517-414-2893

Sent from my iPhone