

ACT 381 BROWNFIELD PLAN

**6666 Lovers Lane Redevelopment
6666 Lovers Lane
Kalamazoo County, City of Portage
City of Portage Brownfield Redevelopment Authority**

6/19/2019

Prepared by
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Approved by the Brownfield Redevelopment Authority on July 23, 2019

Approved by the Portage City Council on August 20, 2019

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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of a single 2.48 acre parcel which contains a long vacant and blighted 10,050 square foot industrial building in the City of Portage, which is a qualified local governmental unit (“QLGU”). The project will involve the selective interior demolition of most of the non-structural portions of the building to facilitate the construction of new single tenant class A office and warehousing space within the building. Approximately 6,000 square feet of the building will be used for office, while the balance will be utilized for warehousing and distribution. A proposed site plan is included as Attachment E to this brownfield plan. The proposed tenant for the facility, Comcast, is anticipated to bring approximately 25-30 new full-time equivalent jobs paying an average wage of \$30,000.

The total capital investment on the project is expected to be approximately \$725,000. Construction on the project is planned to begin in the 3rd quarter of 2019 and will be completed by December 31, 2019.

1.2 Eligible Property Information

Basis of Eligibility

A Phase I and limited Phase II environmental site assessment (“ESA”) was completed by Stoltz Environmental Solutions, Inc (“SES”) in October 2016. Five soil samples and four groundwater samples were collected from the property and submitted for laboratory analysis. A soil sampling map is included as Attachment D. Based on the results of the laboratory analysis, soil at the property is impacted with arsenic and selenium, and the groundwater at the property is impacted with arsenic and lead at concentrations in excess of the most stringent applicable Michigan Department of Environmental Quality (“MDEQ”), now known as the Michigan Department of Environment, Great Lakes and Energy (“EGLE”), Generic Residential Cleanup Criteria (GRCC).

Based on the findings of SES’s Limited Phase II ESA, the Property is a “Facility” as defined by Part 201. Verification of Facility status is contained in Attachment C.

Location and Legal Description

6666 Lovers Lane Parcel ID: 00010-370-O 2.48 Acres
Portage, MI 49002

Legal Description:

SEC 10-3-11 COM EW1/4LI 1333.9 FT W OF E1/4 POST TH S PAR E LI 804 FT FOR

BEG; SD PT BEING CTR LOVERS LANE TH CONT S PAR E LI SD SEC ALG CTR LOVERS LANE 150 FT TH W PAR EW1/4 LI TO ELY BANK PORTAGE CREEK TH NLY ALG ELY BANK SD CREEK TO PT 804 FT S OF EW1/4 LI TH E PAR EW1/4 LI TO POB.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse Lovers Land Properties, LLC ("Developer:") for the cost of eligible activities as authorized by the Brownfield Redevelopment Financing Act (Act 381). Only statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities including contingency are anticipated to be \$182,903. Authority administrative costs are anticipated to be \$7,912. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$3,826. Capitalization of the Local Brownfield Revolving Fund is estimated to be \$66,485. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Environmental Activities

Department specific activities considered under this plan include a Phase I & Phase II Environmental Site Assessment ("ESA"), a Baseline Environmental Assessment ("BEA") and a Due Care Plan.

Non Environmental Activities

Because the City of Portage is a QLGU, additional non-environmental costs ("Michigan Strategic Fund ("MSF") Eligible Activities") can be reimbursed through a brownfield plan. This plan will provide for reimbursement of eligible demolition; lead, asbestos & mold abatement, site preparation and/or infrastructure improvements.

Authority Expenses

Actual eligible costs incurred by the City of Portage Brownfield Redevelopment Authority (PBRA) are included in this plan as an eligible expense. These expenses will be reimbursed with local tax increment revenues only.

2.2 Summary of Eligible Activities

2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I and limited Phase II ESA was completed by SES in October 2017. The total cost for these services was \$11,700. This is a cost statutorily approved for reimbursement with school taxes.

2.2..2 Demolition

Demolition activities include selective interior demolition to remove existing build-out in addition to the existing mechanical and electrical systems. It will also include exterior site demolition of existing concrete and asphalt to facilitate the redevelopment of the building. The total cost of demolition is estimated to be \$59,025.

2.2..3 Infrastructure Improvements

Infrastructure improvement activities will include the construction of an urban stormwater management system which will prevent the direct runoff of stormwater into Portage Creek. Costs under this category will include the excavation and construction of a stormwater collection basin and associated collection structures and piping. The total cost of these infrastructure improvement is anticipated to be \$26,300.

2.2..4 Site Preparation

Site Preparation activities are expected to include Geotechnical Engineering, Surveying, Staking, Clearing & Grubbing, Cut & Fill, Land Balancing, Temporary Soil Erosion Control and Temporary site control. The cost of site preparation activities is estimated to be \$58,330.

2.2..5 Contingency

A 15% contingency is included to account for any unanticipated costs that may be encountered while conducting the eligible activities. The contingency is \$21,548.

2.2..6 Brownfield Plan Preparation

The cost to prepare the Brownfield Plan is anticipated to be \$6,000.

2.2..7 Local Brownfield Revolving Fund

The Authority intends to capture school and non-school tax increments for deposit in the local brownfield revolving fund for a full five years. This capture is estimated to be \$66,485.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the City are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 20 years consistent with current city policy which limits the duration of developer reimbursement to 15 years, plus five full years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of the property will be completed in 2019 and that full recapture of eligible costs and eligible administrative costs of the authority through TIR will not occur within the first 15 years of reimbursement. Capture of TIR is expected to begin in 2020, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property consists of a single parcel which is 2.48 acres in size and is located at 6666 Lovers Lane (Parcel Identification Number 00010-370-O). A legal description of the property along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcel is considered "eligible property" due to the presence of contaminants, specifically arsenic, selenium and lead at concentrations in excess of the most stringent applicable MDEQ GRCC. Therefore, the property is a "Facility" as defined by Part 201.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figure 1

Legal Description and Eligible Property Map



Legal Description:

SEC 10-3-11 COM EW1/4 LI 1333.9 FT W OF E1/4 POST TH S PAR E LI 804 FT FOR BEG; SD PT BEING CTR LOVERS LANE TH CONT S PAR E LI SD SEC ALG CTR LOVERS LANE 150 FT TH W PAR EW1/4 LI TO ELY BANK PORTAGE CREEK TH NLY ALG ELY BANK SD CREEK TO PT 804 FT S OF EW1/4 LI TH E PAR EW1/4 LI TO POB.

Table 1

Eligible Activity Costs

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion
		Season/Year
Department Specific Activities		
<i>Phase I & II ESA, BEA</i>	\$ 9,700	Fall 2016
<i>Due Care Plan</i>	\$ 2,000	Fall 2016
EGLE Eligible Activities Sub-Total	\$ 11,700	
Brownfield Plan Preparation	\$ -	
EGLE Eligible Activities Total Costs	\$ 11,700	
Local Only Eligible Activities Costs and Schedule		
Local Only Eligible Activities	Cost	Completion
		Season/Year
Demolition		
<i>Selective Interior Demolition</i>	\$ 37,600	Summer 2019
<i>Site demolition - Concrete removal</i>	\$ 5,900	Summer 2019
<i>Site demolition - Asphalt removal</i>	\$ 15,525	Summer 2019
Sub-Total - Demolition	\$ 59,025	
Infrastructure Improvements		
<i>Urban Stormwater Management System</i>	\$ 21,800	Summer 2019
<i>Urban Stormwater management engineering & design</i>	\$ 1,500	Summer 2019
<i>Oversight and Project Management</i>	\$ 3,000	Summer 2019
Subtotal - Infrastructure	\$ 26,300	
Site Preparation		
<i>Geotechnical Engineering & Surveying</i>	\$ 5,500	Summer 2019
<i>Surveying & Staking</i>	\$ 2,500	Summer 2019
<i>Clearing and Grubbing</i>	\$ 2,500	Summer 2019
<i>Temporary Soil Erosion Control</i>	\$ 5,000	Summer 2019
<i>Temporary Site Control</i>	\$ 4,000	Summer 2019
<i>Land Balancing</i>	\$ 17,500	Summer 2019
<i>Cut & Fill</i>	\$ 18,000	Summer 2019
<i>Oversight and project management</i>	\$ 3,330	Summer 2019
Sub-Total - Site Prep	\$ 58,330	
Local Only Eligible Activities Sub-Total	\$ 143,655	
Contingency (15%)	\$ 21,548	
Brownfield Plan Preparation	\$ 6,000	
Local Only Eligible Activities Total Costs	\$ 171,203	
Combined EGLE & Local Only Eligible Activities Total Costs	\$ 182,903	

Table 2

Tax Capture Schedule

Tax Increment Revenue Capture Estimates
6666 Lovers Lane Redevelopment

Portage, Michigan
June 19, 2019

Estimated Taxable Value (TV) Increase Rate: 1.0%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL	
Calendar Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039		
*Base Taxable Value	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	\$ 72,400	
Estimated New TV	\$ 385,400	\$ 389,254	\$ 393,147	\$ 397,078	\$ 401,049	\$ 405,059	\$ 409,110	\$ 413,201	\$ 417,333	\$ 421,506	\$ 425,721	\$ 429,979	\$ 434,278	\$ 438,621	\$ 443,007	\$ 447,437	\$ 451,912	\$ 456,431	\$ 460,995	\$ 465,605		
Incremental Difference (New TV - Base TV)	\$ 313,000	\$ 316,854	\$ 320,747	\$ 324,678	\$ 328,649	\$ 332,659	\$ 336,710	\$ 340,801	\$ 344,933	\$ 349,106	\$ 353,321	\$ 357,579	\$ 361,878	\$ 366,221	\$ 370,607	\$ 375,037	\$ 379,512	\$ 384,031	\$ 388,595	\$ 393,205		
School Capture																						
	Millage Rate																					
State Education Tax (SET)	6.0000	\$ 1,878	\$ 1,901	\$ 1,924	\$ 1,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,652	
School Operating Tax	17.8182	\$ 5,577	\$ 5,646	\$ 5,715	\$ 5,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,723	
School Total	23.8182	\$ 7,455	\$ 7,547	\$ 7,640	\$ 7,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,375						
Local Capture																						
	Millage Rate																					
City of Portage	10.8205	\$ 3,387	\$ 3,429	\$ 3,471	\$ 3,513	\$ 3,556	\$ 3,600	\$ 3,643	\$ 3,688	\$ 3,732	\$ 3,778	\$ 3,823	\$ 3,869	\$ 3,916	\$ 3,963	\$ 4,010	\$ 4,058	\$ 4,107	\$ 4,155	\$ 4,205	\$ 4,255	\$ 76,156
KVCC	2.8089	\$ 879	\$ 890	\$ 901	\$ 912	\$ 923	\$ 934	\$ 946	\$ 957	\$ 969	\$ 981	\$ 992	\$ 1,004	\$ 1,016	\$ 1,029	\$ 1,041	\$ 1,053	\$ 1,066	\$ 1,079	\$ 1,092	\$ 1,104	\$ 19,769
KRESA Allocated	0.1444	\$ 45	\$ 46	\$ 46	\$ 47	\$ 47	\$ 48	\$ 49	\$ 49	\$ 50	\$ 51	\$ 52	\$ 52	\$ 53	\$ 54	\$ 54	\$ 55	\$ 55	\$ 56	\$ 57	\$ 57	\$ 1,017
KRESA Operating	2.8946	\$ 906	\$ 917	\$ 928	\$ 940	\$ 951	\$ 963	\$ 975	\$ 986	\$ 998	\$ 1,011	\$ 1,023	\$ 1,035	\$ 1,047	\$ 1,060	\$ 1,073	\$ 1,086	\$ 1,099	\$ 1,112	\$ 1,125	\$ 1,138	\$ 20,373
KRESA Enhancement	1.5000	\$ 470	\$ 475	\$ 481	\$ 487	\$ 493	\$ 499	\$ 505	\$ 511	\$ 517	\$ 524	\$ 530	\$ 536	\$ 543	\$ 549	\$ 556	\$ 563	\$ 569	\$ 576	\$ 583	\$ 590	\$ 10,557
KRESA Special Ed	1.4988	\$ 469	\$ 475	\$ 481	\$ 487	\$ 493	\$ 499	\$ 505	\$ 511	\$ 517	\$ 523	\$ 530	\$ 536	\$ 542	\$ 549	\$ 555	\$ 562	\$ 569	\$ 576	\$ 582	\$ 589	\$ 10,549
County Operating	4.6810	\$ 1,465	\$ 1,483	\$ 1,501	\$ 1,520	\$ 1,538	\$ 1,557	\$ 1,576	\$ 1,595	\$ 1,615	\$ 1,634	\$ 1,654	\$ 1,674	\$ 1,694	\$ 1,714	\$ 1,735	\$ 1,756	\$ 1,776	\$ 1,798	\$ 1,819	\$ 1,841	\$ 32,945
CCTA Transit	0.7500	\$ 235	\$ 238	\$ 241	\$ 244	\$ 246	\$ 249	\$ 253	\$ 256	\$ 259	\$ 262	\$ 265	\$ 268	\$ 271	\$ 275	\$ 278	\$ 281	\$ 285	\$ 288	\$ 291	\$ 295	\$ 5,279
KCTA Transit	0.3145	\$ 98	\$ 100	\$ 101	\$ 102	\$ 103	\$ 105	\$ 106	\$ 107	\$ 108	\$ 110	\$ 111	\$ 112	\$ 114	\$ 115	\$ 117	\$ 118	\$ 119	\$ 121	\$ 122	\$ 124	\$ 2,213
Portage Library	1.5000	\$ 470	\$ 475	\$ 481	\$ 487	\$ 493	\$ 499	\$ 505	\$ 511	\$ 517	\$ 524	\$ 530	\$ 536	\$ 543	\$ 549	\$ 556	\$ 563	\$ 569	\$ 576	\$ 583	\$ 590	\$ 10,557
County Public Safety	1.4472	\$ 453	\$ 459	\$ 464	\$ 470	\$ 476	\$ 481	\$ 487	\$ 493	\$ 499	\$ 505	\$ 511	\$ 517	\$ 524	\$ 530	\$ 536	\$ 543	\$ 549	\$ 556	\$ 562	\$ 569	\$ 10,186
County Housing	0.0998	\$ 31	\$ 32	\$ 32	\$ 32	\$ 33	\$ 33	\$ 34	\$ 34	\$ 34	\$ 35	\$ 35	\$ 36	\$ 36	\$ 37	\$ 37	\$ 38	\$ 38	\$ 38	\$ 39	\$ 39	\$ 702
County Senior	0.3500	\$ 110	\$ 111	\$ 112	\$ 114	\$ 115	\$ 116	\$ 118	\$ 119	\$ 121	\$ 122	\$ 124	\$ 125	\$ 127	\$ 128	\$ 130	\$ 131	\$ 133	\$ 134	\$ 136	\$ 138	\$ 2,463
Local Total	28.8097	\$ 9,017	\$ 9,128	\$ 9,241	\$ 9,354	\$ 9,468	\$ 9,584	\$ 9,701	\$ 9,818	\$ 9,937	\$ 10,058	\$ 10,179	\$ 10,302	\$ 10,426	\$ 10,551	\$ 10,677	\$ 10,805	\$ 10,934	\$ 11,064	\$ 11,195	\$ 11,328	\$ 202,767
Non-Capturable Millages																						
	Millage Rate																					
Portage School Debt	7.3500	\$ 2,301	\$ 2,329	\$ 2,357	\$ 2,386	\$ 2,416	\$ 2,445	\$ 2,475	\$ 2,505	\$ 2,535	\$ 2,566	\$ 2,597	\$ 2,628	\$ 2,660	\$ 2,692	\$ 2,724	\$ 2,757	\$ 2,789	\$ 2,823	\$ 2,856	\$ 2,890	\$ 51,730
County Juvenile Home Debt	0.1873	\$ 59	\$ 59	\$ 60	\$ 61	\$ 62	\$ 62	\$ 63	\$ 64	\$ 65	\$ 65	\$ 66	\$ 67	\$ 68	\$ 69	\$ 69	\$ 70	\$ 71	\$ 72	\$ 73	\$ 74	\$ 1,318
KRESA Debt	0.3650	\$ 114	\$ 116	\$ 117	\$ 119	\$ 120	\$ 121	\$ 123	\$ 124	\$ 126	\$ 127	\$ 129	\$ 131	\$ 132	\$ 134	\$ 135	\$ 137	\$ 139	\$ 140	\$ 142	\$ 144	\$ 2,569
Total Non-Capturable Taxes	7.9023	\$ 2,473	\$ 2,504	\$ 2,535	\$ 2,566	\$ 2,597	\$ 2,629	\$ 2,661	\$ 2,693	\$ 2,726	\$ 2,759	\$ 2,792	\$ 2,826	\$ 2,860	\$ 2,894	\$ 2,929	\$ 2,964	\$ 2,999	\$ 3,035	\$ 3,071	\$ 3,107	\$ 55,617
Total Tax Increment Revenue (TIR) Available for Capture		\$ 16,473	\$ 16,675	\$ 16,880	\$ 17,087	\$ 9,468	\$ 9,584	\$ 9,701	\$ 9,818	\$ 9,937	\$ 10,058	\$ 10,179	\$ 10,302	\$ 10,426	\$ 10,551	\$ 10,677	\$ 10,805	\$ 10,934	\$ 11,064	\$ 11,195	\$ 11,328	\$ 233,141

Footnotes:
*Personal Property tax increment, if any, will be captured however is not contemplated in this table

Table 3

Reimbursement Schedule

Tax Incremental Revenue Reimbursement Allocation Table

6666 Lovers Lane Redevelopment
Portage, Michigan
June 19, 2019

Estimated Total Years of Plan: 20

Estimated Capture	\$ 233,141
Administrative Fees	\$ 7,912
State Brownfield Redevelopment Fund	\$ 3,826
Developer Reimbursement	\$ 151,769
Local Brownfield Revolving Fund	\$ 66,485

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	TOTAL
Total State Incremental Revenue	\$ 7,455	\$ 7,547	\$ 7,640	\$ 7,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,375
State Brownfield Redevelopment Fund (50% of SET)	\$ 939	\$ 951	\$ 962	\$ 974	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,826
State TIR Available for Reimbursement	\$ 6,516	\$ 6,596	\$ 6,677	\$ 6,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,549
Total Local Incremental Revenue	\$ 9,017	\$ 9,128	\$ 9,241	\$ 9,354	\$ 9,468	\$ 9,584	\$ 9,701	\$ 9,818	\$ 9,937	\$ 10,058	\$ 10,179	\$ 10,302	\$ 10,426	\$ 10,551	\$ 10,677	\$ 10,805	\$ 10,934	\$ 11,064	\$ 11,195	\$ 11,328	\$ 202,767
BRA Administrative Fee (5%)	\$ 451	\$ 456	\$ 462	\$ 468	\$ 473	\$ 479	\$ 485	\$ 491	\$ 497	\$ 503	\$ 509	\$ 515	\$ 521	\$ 528	\$ 534	\$ 540	\$ -	\$ -	\$ -	\$ -	\$ 7,912
Local TIR Available for Reimbursement	\$ 8,567	\$ 8,672	\$ 8,779	\$ 8,886	\$ 8,995	\$ 9,105	\$ 9,215	\$ 9,327	\$ 9,441	\$ 9,555	\$ 9,670	\$ 9,787	\$ 9,904	\$ 10,023	\$ 10,143	\$ 10,264	\$ 10,934	\$ 11,064	\$ 11,195	\$ 11,328	\$ 194,854
Total State & Local TIR Available	\$ 15,083	\$ 15,268	\$ 15,456	\$ 15,645	\$ 8,995	\$ 9,105	\$ 9,215	\$ 9,327	\$ 9,441	\$ 9,555	\$ 9,670	\$ 9,787	\$ 9,904	\$ 10,023	\$ 10,143	\$ 10,264	\$ 10,934	\$ 11,064	\$ 11,195	\$ 11,328	\$ 221,403
DEVELOPER	Beginning Balance																				
DEVELOPER Reimbursement Balance	\$ 182,903	\$ 182,903	\$ 167,820	\$ 153,964	\$ 145,186	\$ 136,300	\$ 127,305	\$ 118,200	\$ 108,985	\$ 99,657	\$ 90,217	\$ 80,662	\$ 70,992	\$ 61,205	\$ 51,301	\$ 41,277					
EGLE Environmental Costs	\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,700
State Tax Reimbursement	\$ 6,516	\$ 5,184	\$ -																		
Local Tax Reimbursement																					
Total MDEQ Reimbursement Balance	\$ 5,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Local Only Costs	\$ 171,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Local Tax Reimbursement	\$ 8,567	\$ 8,672	\$ 8,779	\$ 8,886	\$ 8,995	\$ 9,105	\$ 9,215	\$ 9,327	\$ 9,441	\$ 9,555	\$ 9,670	\$ 9,787	\$ 9,904	\$ 10,023	\$ 10,143						
Total Local Only Reimbursement Balance	\$ 162,636	\$ 153,964	\$ 145,186	\$ 136,300	\$ 127,305	\$ 118,200	\$ 108,985	\$ 99,657	\$ 90,217	\$ 80,662	\$ 70,992	\$ 61,205	\$ 51,301	\$ 41,277	\$ 31,134						
Total Annual Developer Reimbursement	\$ 15,083	\$ 13,856	\$ 8,779	\$ 8,886	\$ 8,995	\$ 9,105	\$ 9,215	\$ 9,327	\$ 9,441	\$ 9,555	\$ 9,670	\$ 9,787	\$ 9,904	\$ 10,023	\$ 10,143						
LOCAL BROWNFIELD REVOLVING FUND																					
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ 1,412	\$ 6,677	\$ 3,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ 1,412	\$ 6,677	\$ 3,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from DEQ & Local TIR only.

Footnotes:

Attachment A

Brownfield Plan Resolutions

CITY OF PORTAGE, COUNTY OF KALAMAZOO

RESOLUTION APPROVING AN AMENDED BROWNFIELD REDEVELOPMENT PLAN
BY ADDING BROWNFIELD PLAN NO. 7
FOR THE CITY OF PORTAGE PURSUANT TO AND
IN ACCORDANCE WITH THE PROVISIONS OF ACT 381
OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN 1996,
AS AMENDED

At a regular meeting of the City Council of the City of Portage, Kalamazoo County, Michigan, held at the City Hall, on the 20th day of August, 2019, at 7:00 p.m.

PRESENT: Burns, Ford, Knapp, Pearson, Randall, Reid, Urban.

ABSENT: None.

Resolution offered by Councilmember Ford and
seconded by Councilmember Reid.

WHEREAS, the Brownfield Redevelopment Authority (the Authority) of the City of Portage, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the Act), has approved Brownfield Plan No. 7 (6666 Lovers Lane) pursuant to and in accordance with Section 13 of the Act as an amendment to the Brownfield Redevelopment Plan approved by the Council on September 4, 2001.

WHEREAS, the Authority has, at least ten (10) days before the meeting of the City Council at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the Financing Plan (the Taxing Jurisdictions) about the fiscal and economic implications of the proposed Financing Plan, and the Council has provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Section 14(1) of the Act; and

WHEREAS, the Council makes the following determinations and findings:

- A. The Amended Plan constitutes a public purpose under the Act;
- B. The Amended Plan meets all of the requirements for a Brownfield Plan set forth

in Section 13 of the Act;

C. The amount of captured taxable value estimated to result from adoption of the plan is reasonable;

D. The owner and/or developer of the property which is included in the Amended Plan shall finance all eligible activities under the Amended Plan and the Authority shall not issue any notes or bonds related to this Amended Plan.

WHEREAS, as a result of its review of the Amended Plan and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Council desires to proceed with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Amended Plan Approved.** Pursuant to the authority vested in the City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Amended Plan is hereby approved in the form attached as Exhibit A to this Resolution.

2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

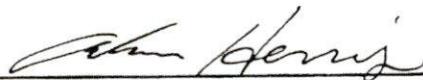
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

YEAS: Burns, Ford, Knapp, Pearson, Randall, Reid, Urban.

NAYS: None.

ABSENT: None.

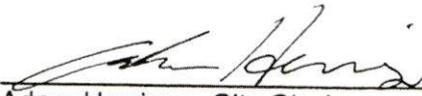
RESOLUTION ADOPTED: 7 to 0


Adam Herringa, City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF KALAMAZOO)

I, the undersigned duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council of said City, held on the 20th day of August, 2019, the original of which resolution is on file in my office.

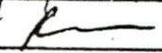
IN WITNESS WHEREOF, I have hereto affixed my official signature this 20th day of August, 2019.



Adam Herringa, City Clerk

Prepared by:
Randall L. Brown
Portage City Attorney
1662 East Centre Avenue
Portage, Michigan 49002

Approved as to Form:

Date: 7/16/2019
By: 

City Attorney

Attachment B

Reimbursement Agreement

BROWNFIELD REIMBURSEMENT AGREEMENT

This BROWNFIELD REIMBURSEMENT AGREEMENT ("Agreement") is made this day 21 of AUG, 2019, by and between Lovers Lane Properties, LLC, a Michigan limited liability company, with offices at 519 Ada Drive SE; Suite 202, Ada, Michigan 49301 (the "Developer"), and the City of Portage Brownfield Redevelopment Authority (the "AUTHORITY"), established by the City of Portage with its office at 7900 S. Westnedge Avenue, Portage, MI 49002.

RECITALS

- A. The Authority was created by the City of Portage (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended ("Act 381"), and, pursuant to Act 381, the Authority has prepared a Brownfield Plan which was duly approved by the City Council of the City (the "Brownfield Plan").
- B. The Developer owns property in the City addressed as 6666 Lovers Lane, City of Portage, County of Kalamazoo, Michigan and which is legally described in the attached Exhibit A and which is included in the Brownfield Plan as being a "facility" as defined in Act 381 (the "Property").
- C. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment") to brownfield sites constituting Eligible Property as defined under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs in conducting Eligible Activities and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.
- D. The Developer has plans to improve the Property for office and warehouse uses (the "Project") which includes certain Eligible Activities at the Property at an estimated cost of One Hundred Eighty-Two Thousand Nine Hundred Three Dollars (\$182,903.00). These activities are all described in the City of Portage Brownfield Redevelopment Authority Brownfield Plan for the Project dated June 19, 2019 (the "Brownfield Amendment"), attached as Exhibit B. The Eligible Activities will have the effect of assisting in the redevelopment of the Property, maintaining and increasing employment within the City, increasing tax base within the City and otherwise enhancing the economic vitality and quality of life in the City.
- E. Act 381 permits the use of the real property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to which the Authority is entitled to receive to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "Eligible Activities".
- F. By undertaking Eligible Activities on the Property, the Developer will incur (i) costs of performing the Eligible Activities and (ii) costs in connection with the preparation of the Brownfield Plan.
- G. In accordance with Act 381, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the Property resulting from its

redevelopment to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs.

- H. Whereas, the Developer intends to construct and develop all phases necessary to complete the Project using its best efforts to obtain financing for said improvements and the AUTHORITY, subject to the terms, conditions, and limitations contained herein, intends, pursuant to the Brownfield Plan, to reimburse the Developer for the certain costs of Eligible Activities.
- I. The parties are entering into this Agreement to establish the terms and procedure for such reimbursement.

AGREEMENTS

NOW, THEREFORE, the parties agree with each other as follows:

1. **Definitions.** Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used.
2. **The Plans.** The AUTHORITY has approved the Brownfield Plan and the Developer hereby also approves the Brownfield Plan. To the extent provisions of the Brownfield Plan and any subsequent amendments conflict with this Agreement, and as it may be amended, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan and any subsequent amendments or this Agreement conflicts with the Brownfield Act, as amended, Act 381 controls.
3. **Construction of Project.** The Developer acknowledges and represents, and the AUTHORITY and the City agree, that the Developer shall, at its own cost, have the sole right and responsibility to develop, construct and complete the development of the Project as determined by the Developer, in accordance with site plans and permits approved by the City, and the Developer shall pay for the development, construction, completion and maintenance of the Eligible Activities and Eligible Investments specified in the Brownfield Plan, subject to the Developer's Repayment Obligation (defined herein). For the purposes of this Agreement, "construction" or "construct" or similar terms shall include the acquisition, placement and/or installation of business personal property by the Developer within the Property. All development improvements performed by the Developer on the Project shall comply, in all respects, with all of the City's regulations including, but not limited to, zoning ordinances and building code, as well as all applicable federal, state, city, local and municipal rules, regulations and laws.
4. **Submission of Plans and Permit Applications.** The Developer shall submit all required plans and applications required by the City and its engineers for the Project and the Developer shall, at its own cost, obtain all required permits and approvals and shall pay all applicable fees, and the Developer shall develop and construct the Project in accordance with the approved site plan identified in the Brownfield Plan. The Developer may modify and amend its site plan at any time and from time to time provided City approvals are obtained and provided that all improvements called for by such modifications

and amendments shall not alter the "Eligible Property" as defined and used in the Brownfield Act. If such modifications would cause a material change in the scope or nature of the Project, or would increase the costs of the Eligible Activities by 10% or more, such modifications shall be subject to the approval of the AUTHORITY, which approval shall not unreasonably be withheld.

5. **Construction of Certain Improvements by the Developer.** The Developer will use reasonable commercial efforts to develop and construct certain of the Eligible Activities described in the Brownfield Plan, as it may be amended by the AUTHORITY. Promptly after completion of construction of the Project and upon request of the Developer, the AUTHORITY and the City shall execute and deliver to the Developer a Certificate of Completion (the "Certificate of Completion"). When issued, the Certificate of Completion, except for any items to be completed or corrected as set forth therein, shall be a conclusive determination by the AUTHORITY and City of their satisfaction with respect to the obligations of the Developer and their satisfaction that the construction of the Project has been completed in accordance with the provisions of this Agreement.
6. **AUTHORITY Costs and Expenses.** All legal and consulting fees, and other expenses incurred by the AUTHORITY (including administrative and operating costs as described in Section 14 hereof) in connection with the Brownfield Plan, this Agreement or the Project, other than reimbursement to the Developer for approved expenses of Eligible Activities, shall be reimbursable annually to the AUTHORITY from the Tax Increment Revenues in an amount not to exceed 5% of available TIR.
7. **Builders Risk Insurance Prior to Completion.** Prior to completion of the construction of the Project as certified by the AUTHORITY and City, the Developer shall keep in force at all times Builder's Completed Value Risk Insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of the work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by a company satisfactory to the AUTHORITY and City. All such policies shall contain a provision that the same will not be cancelled or modified without thirty (30) day prior written notice to the AUTHORITY and the City.
8. **Insurance Proceeds.** If all or any part of the Project is damaged or destroyed, the insurance proceeds resulting from such damage or destruction shall be used by Developer for the cost of restoring or rebuilding the Project. The Project shall be restored or rebuilt substantially in accordance with the construction plans provided by Developer and approved by the AUTHORITY and City and shall be of at least equal value and substantially the same character as prior to the damage or destruction.
9. **Rights of Inspection.** During construction of the Project, the City's and AUTHORITY's designees shall have the right at any time and from time to time to enter upon the Project for purposes of inspection. Such inspection by the City and AUTHORITY of the Project shall not be construed as a representation by the AUTHORITY or the City that there has been compliance with the site plan or that the Project will be, or are, free of faulty materials or workmanship, or a waiver of any right, the AUTHORITY, the City or any other

party may have against Developer or any other party for non-compliance with the site plan and the terms of this Agreement.

10. **Implementation of Construction and Utility Maintenance Easements.** The parties shall all coordinate together and use their best efforts to establish all construction access maintenance and utility service easements designated in the Brownfield Plan or as more particularly defined in site plans and engineering plans pertaining to the Project.
11. **Source of Tax Increment Revenues.**
 - a. All millages, unless otherwise excluded or exempt from capture pursuant to the Brownfield Act, will be captured by the AUTHORITY, and the TIR generated by such capture shall be available to the AUTHORITY for purposes of the Brownfield Plan and to make the reimbursement payments required under this Agreement.
 - b. The AUTHORITY shall not be required by this Agreement to use School TIR for any purpose other than reimbursement payments to the AUTHORITY and Developer for Eligible Activities that are part of a Work Plan approved by the Michigan Strategic Fund ("MSF") or the EGLE. Except, however, this Agreement shall not prohibit the AUTHORITY, in its sole discretion, from capturing or using any School TIR attributable to the Eligible Property for any purpose authorized by the Brownfield Act without the approval of the MSF or EGLE.
12. **Determination of Eligible Activities Qualified for Reimbursement.**
 - a. All costs of Eligible Activities attributable to the Property for which the Developer seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:
 - i. The Eligible Activity and the cost of the Eligible Activity is included in the Brownfield Plan approved by the AUTHORITY or any amendment or supplement thereto approved by the AUTHORITY, and the Eligible Activity is conducted in accordance with the terms of the Brownfield Plan, this Agreement, and all applicable state and federal laws and regulations.
 - ii. The Eligible Activity may consist of Phase 1 environmental assessment activities if approved by the AUTHORITY.
 - iii. The Eligible Activity has not occurred more than 5 years after the effective date of this Agreement.
 - iv. For any Eligible Activity that occurs after the effective date of this Agreement and is qualified as an Eligible Activity under Section 2(l)(i), (ii) or (iii) of Act 381, the Eligible Activity and the cost of such Eligible Activity is specifically included in the Brownfield Plan.

- v. The cost of the Eligible Activity is payable from Tax Increment Revenues only after reimbursement to AUTHORITY of the AUTHORITY'S Administrative and Operating Costs as set forth in Sections 6 and 14.
- b. Developer understands and agrees that any reimbursement of the Developer by or on behalf of the AUTHORITY of any expenses for approved activities shall be only for "Eligible Activities" as defined in the Act 381, and the Brownfield Plan and for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of the Developer shall only occur to the extent that Tax Increment Revenues are generated from the Property and those Tax Increment Revenues are available under Act 381 and this Agreement for the making of reimbursements to the Developer.
- c. The Developer shall copy or provide the AUTHORITY with all correspondence and materials or documents provided to EGLE that are related to the Project or Eligible Activities on the Property.
- d. Pursuant to the Brownfield Plan, the AUTHORITY shall capture the Tax Increment Revenues generated from real and personal property taxes allowed by law on the eligible property beginning 2020 and continuing, unless eliminated or otherwise modified by this Agreement, the total which shall not exceed One Hundred Eight-Two Thousand Nine Hundred Three Dollars (\$182,903.00) but no later than 2034. This Agreement shall terminate the earlier of the date when all reimbursements required under this Agreement have been made or the Brownfield Plan has expired.

13. AUTHORITY Reimbursement Payments to Developer.

- a. From time to time, but not more frequently than quarter-annually without approval of the AUTHORITY, the Developer may submit to the AUTHORITY a certification of costs of Eligible Activities paid or incurred for reimbursement in accordance with this Agreement and the Brownfield Plan. Such certification shall include a narrative of the approved activities performed and an explanation of why such activities qualify for reimbursement under this Agreement, a representation and warranty of the Developer that all activities for which reimbursement is sought qualify as Eligible Activities under Act 381, copies of all documents or reports for whose preparation payment is requested, a copy of invoices for the work described in such certification, and any substantiating documentation for such invoices that is requested by the AUTHORITY.
- b. Within thirty (30) days of its receipt of such statement and supporting invoices, the AUTHORITY shall review the submission to confirm that such activities qualify for reimbursement under this Agreement and the Brownfield Plan and advise the Developer in writing if any activities do not so qualify including the specific reasons why the AUTHORITY believes that such activities do not so qualify.

- c. Subject to Section 14 below, to the extent that such submission is approved by the AUTHORITY Board, the AUTHORITY shall thereafter cause the Developer to be paid the amounts approved within forty-five (45) days, but only to the extent that Tax Increment Revenues attributable to the Property are available. If sufficient Tax Increment Revenues attributable to the Property are not available at the time such submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Authority and that are not otherwise allowed to be used for purposes permitted by Section 14 below.
- d. To the extent that any portion of such submission is not approved, any authorized representative of the AUTHORITY and the Developer shall, within fourteen (14) days upon the request of either party, meet promptly to discuss the reasons the submission was not approved and the conditions pursuant to which the Developer can obtain approval of such disallowed request.
- e. The Developer shall notify the AUTHORITY of completion of the Eligible Activities for which reimbursement may be sought under this Agreement from Tax Increment Revenues. Within 90 days after the earlier of the date of completion of the Eligible Activities for which reimbursement may be sought from Tax Increment Revenues under this Agreement or 5 years after the effective date of this Agreement, the Developer shall provide the AUTHORITY with a final certification of costs of Eligible Activities. Within 90 days after the date of completion of activities for which reimbursement may be sought, the Developer shall provide the AUTHORITY with a final certification of costs eligible for such reimbursement.
- f. No interest or other charge shall accrue or attach to any reimbursement payment agreed to by AUTHORITY under this Agreement.
- g. The AUTHORITY shall have no obligation to reimburse the Developer for Eligible Costs for Tax Increment Revenue captured and received by the AUTHORITY after 2034. This Agreement is limited to Tax Increment Revenue captured and received by the AUTHORITY for tax years 2020-2035.

14. AUTHORITY Administrative and Operating Costs.

- a. The AUTHORITY may retain funds to pay administrative and operating costs of the AUTHORITY from the annual Tax Increment Revenues attributable to the Property. The amount the AUTHORITY may retain shall not exceed the actual administrative operating costs or the amounts permitted by Act 381, and for funding of the Local Site Remediation Revolving Fund to the extent permitted by applicable law and the Brownfield Plan. In no event shall the AUTHORITY retain more than 5% of the available Tax Increment Revenues in any given year.

- b. The amount retained pursuant to this Section 14 may be generated only from Tax Increment Revenues attributable to the levies of Local Taxes upon the Property.
- c. All amounts captured by the AUTHORITY that exceed the lesser of actual AUTHORITY administrative costs or the 5% limitation on administrative expense reimbursement shall be redistributed for reimbursement to the Developer to pay for Eligible Activities as authorized by the Brownfield Plan.
- d. The AUTHORITY may retain the amount permitted by this Section 14 prior to making any reimbursement under Section 13 to the Developer. To the extent Tax Increment Revenues are not available from levies of Local Taxes for any year in an amount sufficient to make the reimbursement under this Section 14 for that year, the shortfall may be reimbursed from any subsequent years' Tax Increment Revenues attributable to the Property after reimbursements required under this Section 14 and Section 13 are made for the year in question.

15. **Prohibitions Against Assignment and Transfer of Project Prior to Issuance of Certificate of Completion.**

- a. Until issuance of the Certificate of Completion pursuant to Section 5 of this Agreement, the Developer will not: (i) assign, sell or transfer its interest in the Property and/or the Project or any part thereof or any interest therein, except for utility easements; or (ii) assign this Agreement, without in each case the prior written consent of the City and the AUTHORITY, which consent will not unreasonably be withheld. Any such assignment shall be an "Approved Assignment." The City and the AUTHORITY shall give their consents if:
 - (i) the Developer demonstrates, subject to reasonable review by the City and the AUTHORITY, that the assignee has the ability and financial stature to fulfill the obligations assigned by the Developer; and
 - (ii) the assignee assumes unconditionally in writing all of Developer's past, present and future obligations assigned by the Developer. In the event the assignee fails to perform all of the obligations assigned by the Developer, the Developer shall retain the obligation to perform all remaining unperformed obligations previously assigned.
- b. This Section relates only to the development of the Project and shall not be construed or interpreted as imposing any restrictions on the use, transfer or sale of any other Property.

16. **Property Tax Appeal.**

- a. In the event the Developer files an appeal with the Michigan Tax Tribunal related to the taxable value of the Property, the AUTHORITY may do either of the following:

- i. Remit tax reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal until resolution of the appeal **and** hold any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal in a separate account of the AUTHORITY until the pending appeal is adjudicated; and once any tax appeals are adjudicated, either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or make payments pursuant to Sections 13 and 14 of this Agreement, or
 - ii. If the AUTHORITY reasonably determines, after notice to the Developer and an opportunity for the Developer to discuss the issues with the AUTHORITY, that the Developer's taxable value being sought pursuant to the appeal will so diminish or negatively change the benefit of the Project to the taxing jurisdictions involved that the original expectations will no longer exist or be substantially diminished, the AUTHORITY may determine that the Developer is ineligible to receive any further reimbursement under this Agreement and hold any Tax Increment Revenue that is collected but not remitted as a result of this provision in a separate account of the AUTHORITY until the pending appeal is adjudicated. If the appeal results in a Property valuation that is substantially consistent with the Brownfield Plan and if the Developer completes the Project as contemplated by this Agreement, then the AUTHORITY shall make payments pursuant to Sections 13 and 14 of this Agreement.
 - b. In no event will the Developer be required to return reimbursement payments made by the AUTHORITY to Developer. No sanctions hereunder will accrue to Developer in the event it files an action in the Michigan Tax Tribunal with respect to the property in order to correct a clerical error of the Assessor, such as an error in addition or subtraction.
17. **Municipal Representatives not Personally Liable.** No AUTHORITY Board Member, City Council member or any other official, employee, agent, consultant, advisor, attorney or representative of the AUTHORITY or City shall be personally liable to Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.
18. **Release and Indemnification.** The parties agree as follows:
- a. Except to the extent any of the following arises from or relates to the fraud, intentional misconduct or gross negligence of the AUTHORITY or the City, Developer releases from and covenants and agrees that the AUTHORITY and the City and their governing body members, officers, employees, agents, consultants, advisors, attorneys and representatives shall not be liable for, and Developer agrees to indemnify, defend and hold harmless the officers, employees, agents, consultants, advisors, attorneys and representatives thereof against any losses, demands, claims, actions, causes of assessments, suits, judgments, damages,

liabilities, penalties, costs and expenses (including without limitation the fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by the AUTHORITY or the City or an above-listed person and which are resulting from, relating to, or arising out of any of the following:

- i.** any defect in the design or construction of the Project, or the negligence or willful misconduct of Developer, its agents or independent interests in connection with the construction of the Project;
- ii.** The capture and use of Tax Increment Revenues, including any order, ruling, or instruction to repay or refund the State of Michigan or any other taxing jurisdiction for any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement made in excess of the amount of Tax Increment Revenues the AUTHORITY is determined by the State, any agency thereof or by a court to be allowed by law to use for such reimbursement;
- iii.** Any act or omission of the Developer with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Property, including any failure by the Developer to take any affirmative action to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition;
- iv.** Any release of a hazardous substance or any other contaminant on the Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any state or federal environmental law or regulation caused or due to act by the Developer or in any way related to the Property;
- v.** The Eligible Activities for the Property; or
- vi.** The operation of the business of the Developer or tenant on the Property.
- b.** Notwithstanding anything herein to the contrary, neither the AUTHORITY nor City shall be liable to Developer for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration or a final judgment by a court of competent jurisdiction that all or any portion of the Brownfield Act is unconstitutional or that the Brownfield Plan in whole or in part are invalid.
- c.** All covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Developer and not

of any member, director, officer, agent, servant or employee of Developer in their individual capacities.

- d. Subject to subsection (e) below, the AUTHORITY may, at its discretion and without consent of the Developer, set-off any amount owing to the Developer under this Agreement to satisfy any indemnification obligation of the Developer under this Section.
- e. Prior to set-off of any amount owing to the Developer to satisfy any indemnification obligation of the Developer under this Section, the Developer shall be provided an opportunity to address the AUTHORITY and the AUTHORITY shall determine whether the exercise of the rights of set-off provided under subsection (d) is necessary to protect the interests of the AUTHORITY.

19. **Environmental.** Developer warrants and represents as follows:

- a. Developer agrees to comply in all material respects with all environmental laws and regulations applicable to the Project, and further agrees, except as is in compliance with applicable laws, not to knowingly place or dispose of, or knowingly cause to be placed or disposed of, any toxic or hazardous substances (as defined in subsection (d) below) ("Hazardous Substances") on any parcel located within the Project, and not knowingly manufacture, store, use, treat or dispose of such substances, or permit any manufacturing, storage, use, treatment or disposal of any Hazardous Substances on the Project.
- b. "Hazardous Substances" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, asbestos or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local governmental law, ordinance, rule or regulation.
- c. No portion of the funds or benefits received by Developer pursuant to this Agreement or otherwise received by Developer in connection with Act 381 and the Project shall operate or be used to subsidize response activities that would benefit a liable party at the Property, under the standards of the Michigan Natural Resources and Environmental Protection Act or other similar federal law, or otherwise relieve such a liable party of such obligation.

20. **Representations of the AUTHORITY and the City.** The AUTHORITY represents and warrants that:

- a. **Organization and Authority.** It: (i) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement; and (ii) has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute its legal, valid and binding obligation of it, enforceable in accordance with its terms, subject to applicable insolvency laws.
- b. **No Defaults or Violations of Law.** The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which it is a party or by which it is bound or any charter, or any of the rules or regulations applicable to it, subject to applicable insolvency laws.
- c. **Pending Litigation.** No litigation, proceedings or investigations are pending or, to the knowledge of it is threatened against it, except claims which if adversely determined will not, in the opinion of its counsel, materially and adversely affect the financial condition or operations of it. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of it, threatened against it seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by it or which would in any manner challenge or adversely affect its existence or powers to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by it of the terms and provisions of this Agreement.

21. **Representations, Warranties and Agreements of Developer.** Developer represents, warrants and agrees that:

- a. **Organization and Authority.** It: (i) is duly organized under the laws of the state of its incorporation or organization, and is authorized to do business in and is in good standing under the laws of the State of Michigan; (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement; and (iii) has been authorized by all necessary corporate or member action to execute and deliver this Agreement, enforceable in accordance with its terms, subject to applicable insolvency laws.
- b. **No Defaults or Violations of Law.** The execution and delivery of this Agreement by it will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which it is a party or by which it is bound or its respective articles of incorporation, bylaws, articles of organization, operating agreement, or any of the rules or regulations applicable to it of any court or other governmental body, subject to applicable insolvency laws.
- c. **Pending Litigation.** No litigation, proceedings or investigations are

pending or, to its knowledge, threatened against it, except claims that if adversely determined will not, in the opinion of its counsel, materially and adversely affect its financial condition or its operations. In addition, no litigation, proceedings or investigations are pending or, to its knowledge, threatened against it seeking to restrain, enjoin or in any way limit its approval and delivery of this Agreement or which would in any manner challenge or adversely affect its entity existence or powers to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by it of the terms and provisions of this Agreement.

- d. Power and Authority. Developer possesses all necessary power and authority to fully implement and carry out all foreseeable obligations and duties imposed upon it under this Agreement.
- e. Not Liable Party. With respect to the Property, Developer is not a party liable under section 20126 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126.
- f. Eligible Property. The Project qualifies as Eligible Property under Act 381.

22. **Unavoidable Delays (Force Majeure).** Each party shall diligently perform its respective duties as set forth herein. However, notwithstanding anything to the contrary in this Agreement, no party shall be deemed to be in default in the performance of such duties including failure to complete any obligations by specific deadline dates, if and so long as nonperformance of such duty shall be directly caused by fire or other casualty, national emergency, condemnations, enemy action, civil commotion, labor disputes, strikes, lockouts, war or national defense preemptions, acts of God, action or non-action by public utilities or of local city, state or federal governments, changes in law, litigation, environmental conditions on the Project not discovered during any due diligence period or any other similar cause beyond the reasonable control of such party (herein referred to as an "Unavoidable Delay"), and the time limit for such performance shall be extended for a period equal to the time period of such Unavoidable Delay; provided, however, that the party unable to perform (the "Non-Performing Party") shall provide written notice to the other party to which duty is owed within ten (10) days after notice to such Non-Performing Party of its failure to perform or within ten (10) days after the Non-Performing Party otherwise becomes aware that an Unavoidable Delay with respect to one of its duties has occurred or will likely occur, whichever shall first occur, of the existence and nature of such Unavoidable Delay. Thereafter, the Non-Performing Party shall, from time to time, keep the other party to which such duty is owed reasonably informed of all developments concerning the Unavoidable Delay and the nonperformance of such duty or duties.

23. **Default and Remedies.** The parties agree that the following shall be events of default ("Events of Default") with respect to this Agreement:

- a. If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in

writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

- b. Breach by a party of any material covenant, warranty or obligation set forth in this Agreement.
- c. With respect the AUTHORITY, the enactment by the AUTHORITY of any rule or regulation which prevents or prohibits the AUTHORITY from presently or prospectively performing any covenant, condition or agreement contained herein.

24. Remedies of Default: Reinstatement of Rights.

- a. In the case of an Event of Default by a party hereto or any successors to such party, such party or successor shall, upon written notice from the aggrieved party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or if the Event of Default shall not be cured or remedied within a reasonable time, beyond such sixty (60) day period the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. In case a party hereto shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of each party shall continue as though no such proceedings had been taken.
- b. In the event the Developer does not cure the Event of Default within 60 days, this Agreement will be considered terminated on the 61st day after the written notice of an Event of Default was delivered. Upon the effective date of the termination of this Agreement, the AUTHORITY shall have no further obligation under this Agreement to make any payments to the Developer in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Developer. In lieu of termination, the AUTHORITY may seek to enforce and compel performance with the terms of this Agreement in a court of competent jurisdiction by specific performance or mandatory injunction and may pursue any other remedy that may be available to it in law or equity.

- 25. No Waiver by Delay.** Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that each party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with

respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a non-defaulting party under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by a non-defaulting party.

26. **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by a party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.
27. **Legislative Authorization.** This Agreement is governed by and subject to the restrictions set forth in the Brownfield Act, as amended, and the Michigan General Property Tax Act. In the event that there is legislation enacted in the future which restricts or adversely affects the amount of Tax Increment Revenues capturable, Eligible Properties, or Eligible Activities relating to already approved plans, then any Developer's rights and the AUTHORITY's obligations under this Agreement shall be eliminated or modified accordingly.
28. **Freedom of Information Act.** Developer stipulates that all requests and documentation submitted by them shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.231 et seq. of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by it in relation to this Agreement, requests for reimbursement and supporting documentation.
29. **Plan Modification** The Brownfield Plan may only be modified to the extent allowed under the Brownfield Act by mutual agreement in writing of the AUTHORITY and the City.
30. **Notices.** All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown below their respective signatures to this agreement. Either party may change the address by written notice sent by registered or certified mail to the other party.
31. **Entire Agreement** This agreement supersedes all agreements previously made among the parties relating to the subject matter, if any. There are no other understandings or agreements between them concerning the subject matter contained herein.
32. **Non-Waiver. Time of the Essence** No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right,

shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Time is of the essence.

- 33. **Headings** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 34. **Governing Law** This agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- 35. **Counterparts** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 36. **Binding Effect** Subject to the terms herein, the provisions of this agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties have executed this agreement by their duly authorized representatives on the day and date first herein above written.

City of Portage Brownfield Redevelopment Authority

Date: 5 SEPT., 2019


By:
Its Chairperson

Date: Sept. 6, 2019


By:
Its Secretary/Treasurer

Developer

Date: 8/21, 2019


By:
Its MEMBER

Attachment C

BEA Acknowledgement Letter

Joe Agostinelli

From: Harn, David (EGLE) <HarnD@michigan.gov>
Sent: Thursday, May 2, 2019 12:53 PM
To: Joe Agostinelli
Cc: Gurnee, Michael (EGLE)
Subject: RE: 6666 Lovers Lane, Portage | Facility Verification

Hi Joe,

Based on information presented in the BEA for the site, the property meets the definition of a facility under Part 201 due to the presence of arsenic and selenium in soil, and arsenic and lead in groundwater, at concentrations exceeding one or more of the State's generic cleanup criteria.

If you have any other questions or need additional information, just let me know.

Thanks,

David L. Harn, Jr.
Assistant District Supervisor
Remediation and Redevelopment Division – Kalamazoo District Office
Michigan Department of Environment, Great Lakes, and Energy
7953 Adobe Road
Kalamazoo, MI 49009

Office/Cell: 517.897.0881
Fax: 269.567.9440
Email: harnd@michigan.gov

From: Joe Agostinelli <JAgostinelli@southwestmichiganfirst.com>
Sent: Thursday, May 02, 2019 12:48 PM
To: Harn, David (EGLE) <HarnD@michigan.gov>
Subject: FW: 6666 Lovers Lane, Portage | Facility Verification

Hi David-

Following up on our conversation Monday – can you assist with a facility verification for this project?

Thanks!

Joe Agostinelli | partner

southwest michigan first
street 261 East Kalamazoo Avenue | Suite 200 | Kalamazoo, MI 49007
mail P.O. Box 50827 | Kalamazoo, MI 49005-0827
p 269.553.9588 | **c** 269.567.0669
jagostinelli@southwestmichiganfirst.com

From: Joe Agostinelli
Sent: Saturday, April 27, 2019 3:32 PM
To: Gurnee, Michael (DEQ) (GurneeM1@michigan.gov) <GurneeM1@michigan.gov>
Subject: 6666 Lovers Lane, Portage | Facility Verification

Hi Mike!

I am working with the owner on a proposed brownfield plan for a redevelopment of 6666 Lovers Lane in Portage. My understanding is that a BEA was completed in 2016 for the current owner, Lovers Lane Properties, LLC. As I prepare the brownfield plan for submission to the Portage BRA, I am looking to see if the DEQ can provide verification that the site is a facility.

From a brownfield perspective, I anticipate this will be a relatively small project (less than \$100,000 of TIF), and will not be pursuing an Act 381 work plan.

Thanks in advance for your help!

Regards,

Joe Agostinelli | partner

southwest michigan first
street 261 East Kalamazoo Avenue | Suite 200 | Kalamazoo, MI 49007
mail P.O. Box 50827 | Kalamazoo, MI 49005-0827
p 269.553.9588 | **c** 269.567.0669
jagostinelli@southwestmichiganfirst.com

Attachment D

Soil Sampling Map

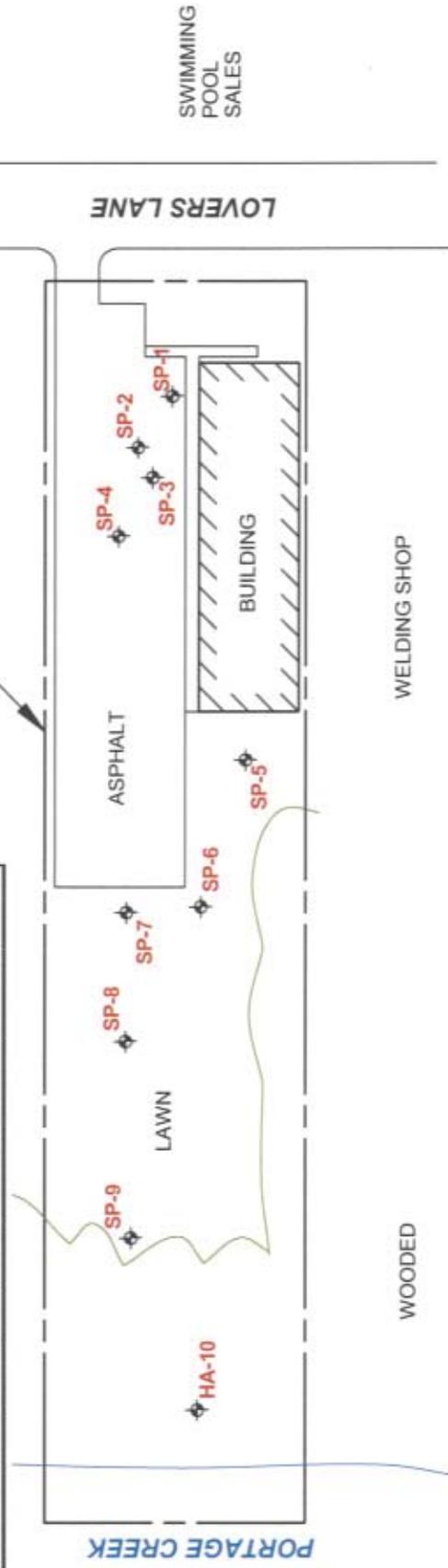
SOIL ANALYTES DETECTED IN EXCESS OF LABORATORY MDLS (UG/KG)

Analyte	Location (Feet bg) / Concentration					MDEQ DWPC	MDEQ OCC (Non-Residential = 37,000)	MDEQ GSPC	MDEQ SVIAC
	SP-1 (5-5)	SP-6 (4-5)	SP-7 (4-5)	SP-8 (4-5)	SP-9 (5-5)				
Arsenic	36,700	1,850	3,250	1,690	3,910	4,600 (SDBL = 5,800)	7,500	4,000	NLV
Barium	71,000	36,900	64,900	48,200	51,700	1,300,000	37,000,000	ID	NLV
Cadmium	440	210	ND	250	380	6,000	550,000	ID	NLV
Chromium	3,780	2,050	3,700	3,730	3,200	30,000	2,500,000	3,300 (SDBL = 18,000)	NLV
Copper	8,010	10,700	10,900	10,100	13,500	5,800,000	20,000,000	ID	NLV
Lead	5,290	37,500	21,700	23,600	52,800	700,000	400,000	ID	NLV
Selenium	ND	ND	ND	ND	ND	4,000	2,600,000	400 (SDBL = 415)	NLV
Zinc	14,200	19,000	23,800	39,800	54,400	2,400,000	170,000,000	ID	NLV

GROUNDWATER ANALYTES DETECTED IN EXCESS OF MDLS (UG/L)

Analyte	Location (Feet bg) / Concentration				Resident at MDEQ DWPC	Resident at MDEQ GSPC	Resident at MDEQ SVIAC
	SP-1 (9)	SP-2 (8)	SP-3 (7)	SP-4 (6)			
Arsenic	12	35	216	56	10	10	NLV
Barium	158	142	85	279	2,000	ID	NLV
Chromium	ND	ND	ND	10	100	ID	NLV
Copper	6	23	12	59	1,000	ID	NLV
Lead	6	19	7	52	4	25*	NLV
Zinc	21	65	25	140	2,400	ID	NLV

PROPERTY BOUNDARY



LEGEND
 SP-8 = SOIL PROBE/AUGER LOCATION (SES 2016)



SOIL PROBE LOCATION DIAGRAM



Soils Environmental Solutions, LLC

FORMER WRIGHT BEAUTY ACADEMY
 6666 LOVERS LANE
 PORTAGE, MICHIGAN

DRAWN	TNS
DATE	9/30/2016
SCALE	1" = 100' +/-
PROJECT	16-693

FIGURE 2

Attachment E

Site Plan



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
ST. LOUIS

PREPARED FOR:

Dixon Architecture
Attention: Ken Dixon
P.O. Box 404
Ada, MI 49301

Telephone: (616-682-4570)

REVISIONS:

Title: Preliminary Sketch	V. Date: 04.08.19
Drawn: SW	Checked: SW
Title: Site Plan	V. Date: 04.11.19
Drawn: SW	Checked: SW
Title: Site Plan Submittal	V. Date: 04.15.19
Drawn: SW	Checked: SW
Title: Site Plan Resubmittal	V. Date: 05.23.19
Drawn: SW	Checked: SW
Title: Site Plan Resubmittal	V. Date: 06.12.19
Drawn: SW	Checked: SW
Title: Site Plan Resubmittal	V. Date: 06.25.19
Drawn: SW	Checked: SW

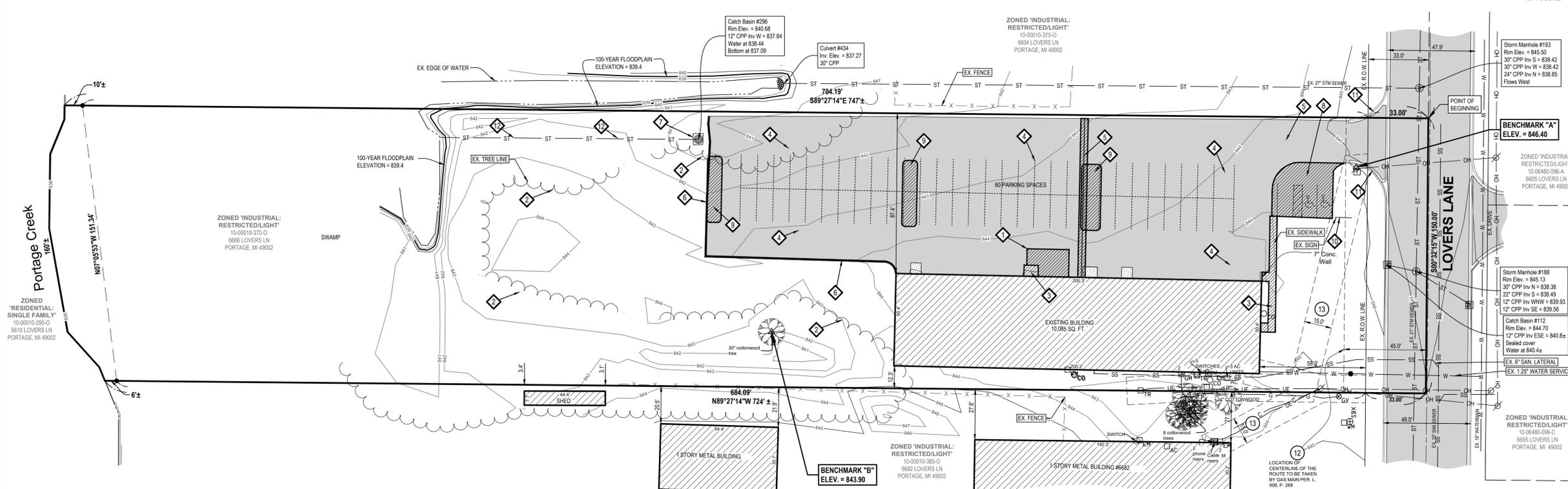
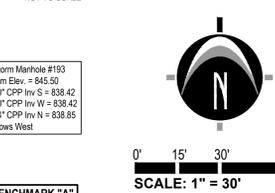
BENCHMARKS

BENCHMARK "A" ELEV. = 846.40 (NAVD 88)
Set railroad spike in North side of utility pole (1± above ground level), located 40' West of centerline of Lovers Lane at South side of drive entrance to building #6666.

BENCHMARK "B" ELEV. = 843.90 (NAVD 88)
Set railroad spike in North side of 30' Cottonwood tree (1± above ground level), located 67' West and 34' South of North line of building #6666

LOCATION MAP

NOT TO SCALE



SURVEYOR'S NOTES

- Flood Zone Classification: An examination of the National Flood Insurance Program's Flood Insurance Rate Map for Community Number 260577, Panel Number 0302 D, with an Effective Date of February 17, 2010, shows this parcel to be located in Zones AE (base flood elevation determined), X-shaded (areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depth of less than 1 foot of with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) and X-not shaded (areas determined to be outside of the 0.2% annual chance floodplain). **Base flood elevation = 839.4 (NAVD 88). No field surveying was performed to determine these zones.**
- Source information from plans and markings has been combined with observed evidence of utilities 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 and/or a private utility locate request may be necessary. These locations should not be interpreted to be exact locations nor should it be assumed that they are the only utilities in this area.
- Waters edge as plotted and shown hereon was field located on April 2, 2019. The boundary along the waters edge is subject to change due to natural causes and it may or may not represent the actual location of the limit of title.
- NOTE TO CONTRACTORS: (THREE) WORKING DAYS BEFORE YOU DIG, CALL MISS DIG AT TOLL FREE 1-800-482-7171 FOR UTILITY LOCATIONS ON THE GROUND.

SCHEDULE B - SECTION II NOTES

- Easement in favor of Consumers Power Company (now known as Consumers Energy) as recorded in Liber 906, Page 268. The easement described in this document is a blanket easement. Location of centerline of the route to be taken by gas main is shown on this survey.
- Easement in favor of Consumers Power Company (now known as Consumers Energy) as recorded in Instrument No. 2003-029303. Approximate location of the easement described in this document is shown on this survey.

REMOVAL / DEMOLITION NOTES

- THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AT LEAST THREE WEEKS PRIOR TO THE BEGINNING OF CONSTRUCTION OPERATIONS. THERE ARE EXISTING UNDERGROUND UTILITIES WHICH CROSS THE PROPOSED REPLACEMENT WORK AREAS. ALTHOUGH THEIR EXACT LOCATION CANNOT BE DETERMINED, IT IS KNOWN THESE UTILITIES ARE LOCATED WHERE DIGGING IS REQUIRED. THE CONTRACTOR SHALL CONDUCT THE REQUIRED EXCAVATION IN THESE AREAS WITH EXTREME CAUTION.
- ALL EXISTING UTILITY INFORMATION SHOWN IS TAKEN FROM EXISTING RECORDS, AND FIELD VERIFIED WHERE ACCESSIBLE ONLY. INFORMATION OBTAINED FROM EXISTING RECORDS MAY NOT BE COMPLETE OR ACCURATE. THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION AND CONDITION.
- BEFORE ANY WORK IS STARTED ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE BY THE CITY AND BY THE OWNER, REPRESENTATIVES OF THE CITY, THE OWNER AND THE CONTRACTOR SHALL MAKE AN INSPECTION OF THE EXISTING SEWERS WITHIN THE WORK LIMITS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING UTILITIES AND THEIR APPURTENANCES SHALL BE DETERMINED FROM FIELD OBSERVATIONS AND EXISTING VIDEO TAPES. RECORDS OF THE INSPECTIONS SHALL BE KEPT IN WRITING BY THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION WORK.
- ALL EXISTING UTILITIES, SEWERS AND WATER LINES ARE TO REMAIN UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH ALL APPLICABLE UTILITY COMPANIES, MUNICIPALITIES AND AGENCIES BEFORE COMMENCING ANY WORK.
- THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES REGARDING REMOVAL OF EXISTING POLES, OVERHEAD WIRES, UNDERGROUND UTILITIES, GUY WIRES, GAS LINES, ETC. ALL ADJUSTMENT OR RECONSTRUCTION WORK, EXCEPT FOR THOSE STRUCTURES OTHERWISE NOTED ON THE PLANS, SHALL BE PERFORMED BY THE CONTRACTOR. EXISTING APPURTENANCES SUCH AS UTILITY POLES AND VALVES BOX SHALL NOT BE DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.
- ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY THE OWNER OR THEIR REPRESENTATIVES.
- THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED OR AS SHOWN. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL PAVEMENT LIMITS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR AT NO ADDITIONAL COST TO ANYONE ELSE, INCLUDING THE CITY OR OWNER.
- ASPHALT AREAS SHOWN TO BE SAWCUT AND REMOVED FULL DEPTH ARE ACTUAL FACE OF PROPOSED CURBS. IT WILL BE NECESSARY TO MAKE OFF-SET SAWCUTS TO PROVIDE CLEARANCE FOR PROPOSED CURBS. THE CONTRACTOR SHALL DETERMINE THE AMOUNT OF OFF-SET NECESSARY TO CONSTRUCT THE PROPOSED CURBS. ADDITIONAL CUTS MAY BE DESIRED TO FACILITATE THE REMOVAL OF THE EXISTING PAVEMENT, BUT THERE WILL BE NO EXTRA PAYMENT FOR ADDITIONAL CUTS. PAVEMENT SHALL BE REMOVED WITHOUT DAMAGING OR UNDERMINING THE REMAINING PAVEMENT. IF ADJACENT PAVEMENT IS DAMAGED, THE CONTRACTOR SHALL MAKE ADDITIONAL FULL DEPTH SAWCUTS AND REMOVE THE DAMAGE AREAS AS NECESSARY.
- ALL PAVEMENT REMOVAL AREAS SHALL BE FULL PAVEMENT CROSS-SECTION REMOVAL DOWN TO NATIVE SOIL LAYER.
- ALL TREES WITHIN THE GRADING LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED.

TITLE DESCRIPTION

The Title Description and Schedule B items hereon are from Chicago Title Insurance Company, Policy Number: 390684699CM, date of Policy: October 12, 2016.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTAGE, KALAMAZOO COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

Commencing in the East and West 1/4 (quarter) line of Section 10, Town 3 South, Range 11 West, at a point 1333.9 feet West of the East 1/4 (quarter) post of said Section, thence South parallel to the East line of said Section 804 feet for the place of beginning of the land hereinafter described, said point also being in the center of Lovers Lane, and continuing thence South parallel to the East line of said Section and along the center line of Lovers Lane 150 feet, thence West parallel to the East and West 1/4 (quarter) line of said section to the Easterly bank of Portage Creek, thence Northerly along the Easterly bank of said creek to a point 804 feet South of the East and West 1/4 (quarter) line, thence East to the place of beginning.

REMOVAL / DEMOLITION NOTES

- SAWCUT & REMOVE EXISTING ASPHALT AS NECESSARY FOR NEW CONCRETE PAD
- REMOVE EXISTING TREES/SHRUBS AS NECESSARY
- SAWCUT & REMOVE EXISTING CONCRETE AS NECESSARY
- ALL EXISTING ASPHALT SURFACE TO BE MILLED AND RESURFACED.
- REMOVE, REPLACE, AND/OR MODIFY EXISTING PAVEMENT AS NECESSARY FOR FENCING (OR FENCE POSTS)
- SAWCUT EXISTING EDGE OF PAVEMENT AS NECESSARY TO PROVIDE SMOOTH TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT.
- REMOVE AND REPLACE EX. CONCRETE APRON AS NECESSARY.
- SAWCUT AND REMOVE EX. PAVEMENT FOR FRONT YARD LANDSCAPING/PARKING SETBACK. REPLACE WITH LAWN/LANDSCAPING.
- SAWCUT AND REMOVE EX. PAVEMENT FOR REQUIRED PARKING LOT LANDSCAPING.
- REMOVE EXISTING SIGN.
- SAWCUT, REMOVE, AND REPLACE CURB AT ENTRANCE AT EACH SIDEWALK/DRIVEWAY INTERFACE TO PROVIDE ADA ACCESS WITH EXPOSURE FOR SIDEWALK CURB INTERFACE (TYP. BOTH SIDES OF DRIVE APPROACH)
- REMOVE/LOCATE STORM SEWER TO DIRECT WATER TO PROPOSED STORM WATER HOLDING AREA. ADJUST EXISTING DRAIN STRUCTURE AS NECESSARY.

LEGEND

AC	Air Conditioner	MS	Miss Dig Flag - Fiber Optic	C	Cable TV
B	Benchmark	MG	Miss Dig Flag - Gas	E	Electric
CB	Catch Basin - Round	MP	Miss Dig Flag - Phone	OE	Overhead Electric
CS	Catch Basin - Square	MW	Miss Dig Flag - Water	UE	Underground Electric
CO	Cleanout	MAN	Manhole	FO	Fiber Optic
CR	Cable Riser	MTR	Parking Meter	G	Gas
CUL	Culvert	POST	Post	OH	Overhead Utility
DT	Deciduous Tree	P	Phone Riser	SS	Sanitary
EM	Electric Manhole	SB	Soil Boring	ST	Storm
ET	Electric Meter	SBX	Stop Box	T	Telephone
ER	Electric Riser	SXB	Stop Sign	OT	Overhead Telephone
ET	Evergreen Tree	S	Sign	UT	Underground Telephone
F	Faucet	STP	Stop Sign	W	Watermain
GM	Gas Meter	STP	Yield Sign	X-X-X	Fence
GR	Gas Riser	STP	Sanitary Sewer Manhole	Q	Quard Rail
GV	Gas Valve	S	Stake	+++++	Railroad
GA	Guy Anchor	S	Stormwater Manhole	-----	Zoning Setback
GP	Guy Pole	S	Telephone Manhole	~~~~~	Tree
HP	Hand Hole	TR	Transformer	~~~~~	Ex. Grade Contour
HP	Handicap Parking	UP	Utility Pole	-----	Asphalt
H	Hydrant	UG	Underground Gas Marker	-----	Concrete
I	Iron - Set	UM	Water Meter	-----	Gravel
I	Iron - Found	UM	Water Manhole	-----	Building
L	Light Pole	UV	Water Valve	-----	EXISTING BITUMINOUS REMOVAL
M	Mailbox	W	Water Well	-----	EXISTING CONCRETE REMOVAL
MF	Miss Dig Flag - Cable	YD	Yard Drain	-----	EXISTING UTILITY LINE REMOVAL
ME	Miss Dig Flag - Electric	WELL	Miscellaneous/Unknown	-----	EXISTING TREE REMOVAL

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

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

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

STAMP:

PROJECT NO:
19400231

SHEET NO:
C-201

SHEET: 1 OF 3



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
ST. LOUIS

PREPARED FOR:

Dixon Architecture
Attention: Ken Dixon
P.O. Box 404
Ada, MI 49301

Telephone: (616)682-4570

REVISIONS:

Title	Prepared By	Checked By	Date
Title: Preliminary Sketch	V. Date: 04.08.19		
Drawn: SW	Checked: SW	S. Date: 04.08.19	
Title: Site Plan	V. Date: 04.11.19		
Drawn: SW	Checked: SW	S. Date: 04.11.19	
Title: Site Plan Submittal	V. Date: 04.15.19		
Drawn: SW	Checked: SW	S. Date: 04.15.19	
Title: Site Plan Resubmittal	V. Date: 05.23.19		
Drawn: SW	Checked: SW	S. Date: 05.23.19	
Title: Site Plan Resubmittal	V. Date: 06.12.19		
Drawn: SW	Checked: SW	S. Date: 06.12.19	
Title: Site Plan Resubmittal	V. Date: 06.25.19		
Drawn: SW	Checked: SW	S. Date: 06.25.19	

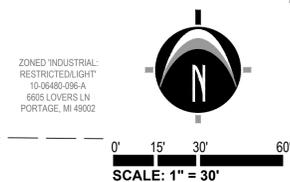
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LOCATION MAP

NOT TO SCALE

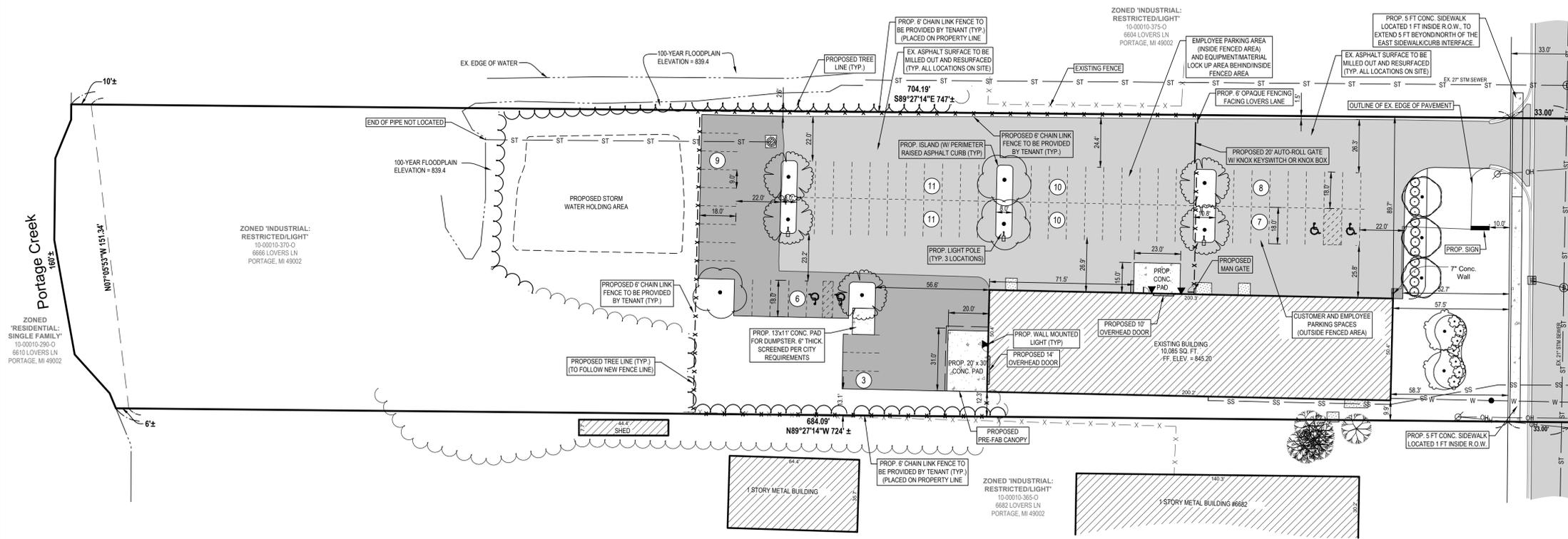


LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE

GENERAL NOTES

- ZONING OF PROPERTY: I-1; LIGHT INDUSTRIAL
- ZONING REQUIREMENTS:
 - MINIMUM LOT AREA = NOT APPLICABLE SF
 - MINIMUM LOT WIDTH = NOT APPLICABLE
 - MAXIMUM ALLOWED BUILDING HEIGHT = 40 FT
 - MAXIMUM ALLOWED BUILDING COVERAGE = NOT APPLICABLE
 - MINIMUM ALLOWED BUILDING SETBACKS:
 - FRONT YARD = 75 FT (50 FT FOR THE BUILDING IF FRONT IS USED FOR OFFICE)
 - SIDE YARD = 12 FT (OR 1/2 HEIGHT OF BUILDING, WHICHEVER IS GREATER)
 - REAR YARD = 75 FT (ABUTTING RESIDENTIAL)
- SUMMARY OF LAND USE:
 - A) TOTAL ACREAGE = 2.47 ACRES (APPROX. 107,464 SF) (EXCLUDING ROAD R.O.W.)
 - B) AREA OF EXISTING BUILDING = 10,085 SF
 - C) EXISTING BUILDING HEIGHT = APPROXIMATELY 20 FT
 - D) BUILDING LOT COVERAGE = APPROXIMATELY 9.4%
 - E) EXISTING ON-SITE ASPHALT/CONCRETE AREA = APPROX. 28,400 SF
 - F) TOTAL PROPOSED ON-SITE ASPHALT/CONCRETE AREA = APPROX. 34,460 SF
 - G) TOTAL IMPERVIOUS PERCENTAGE = APPROXIMATELY 41.6% (44,745 SF)
 - H) THE BUILDING WILL BE USED BY COMCAST AS AN OFFICE.
- ZONING OF SURROUNDING PARCELS:
 - NORTH, SOUTH, EAST = LIGHT INDUSTRIAL
 - WEST = RESIDENTIAL
- PARKING REQUIREMENTS:
 - A) TYPICAL PARKING SPACE = 9' x 18" (22 FT TWO-WAY DRIVE AISLES)
 - B) TYPICAL BARRIER FREE SPACE = 8' x 18" (WITH 8 FT WIDE VAN ACC. AISLES)
 - D) NUMBER OF SPACES REQUIRED = 41 (BASED ON 1 PER 200 SF OF USEABLE BUILDING FOR OFFICE USE - ASSUMES 80% USABLE (8,088 SF)) (COMCAST HAS INDICATED THAT THEY NEED A MINIMUM OF 75 SPACES TO HAVE THE SITE FUNCTION PROPERLY).
 - E) NUMBER OF SPACES PROVIDED = 75
 - F) MINIMUM ALLOWED PARKING SETBACK:
 - FRONT YARD = 50 FT
 - SIDE AND REAR YARDS = 0 FT (10 FT ABUTTING RESIDENTIAL)
- THE WEST PORTION OF THE SITE IS IN THE 100 YEAR FLOOD PLAIN, BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAPS. THE 100 YEAR FLOOD ELEVATION IS APPROXIMATELY 839.4.
- BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAVING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.
- THE EXISTING FREESTANDING SIGN WILL BE REMOVED. ANYALL NEW SIGNS SHALL BE CONSTRUCTED TO THE STANDARDS SET FORTH BY THE CITY OF PORTAGE ZONING ORDINANCE. FREESTANDING SIGN (ONE PER LOT):
 - MAXIMUM SIZE = 48 SF
 - MAXIMUM HEIGHT = 10 FT
 - MINIMUM SETBACK = 10 FT FROM ALL PROPERTY LINES
- WALL-MOUNTED SIGN (ONE PER BUILDING):
 - MAXIMUM SIZE = 10% OF TOTAL AREA OF WALL TO WHICH IT'S ATTACHED (100 SF MAX)
- UTILITIES SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETTED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
- CONTRACTOR TO FIELD VERIFY ALL INVERTS.
- ALL LIGHTING SHALL COMPLY WITH THE CITY OF PORTAGE ZONING ORDINANCE. ALL LIGHTING SHALL BE FULLY SHIELDED FROM ALL ADJACENT PROPERTIES. NEW LIGHTING SHALL NEW WALL-MOUNTED LIGHTING AT THE ON DOORS. THE FIXTURES WILL BE SHOEBOX TYPE FIXTURES THAT DIRECT THE LIGHT DOWNWARD.
- LANDSCAPING SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF PORTAGE TOWNSHIP ZONING ORDINANCE.
- THE PERMANENT PARCEL NUMBER FOR THE SITE IS 10-00010-370-0. THE ADDRESS FOR THE SITE IS 6666 LOVERS LANE.
- THE CONSTRUCTION OF THE SITE IS IN THE 100 YEAR FLOOD PLAIN. THE PROJECT WILL BE COMPLETED IN ONE PHASE.
- THE STORM WATER RUNOFF FROM THE SITE WILL BE COLLECTED BY THE EXISTING CATCHBASIN AND STORM SEWER PIPE ON THE SITE.
- THE SITE SOIL IS PRIMARILY OSHTEMO SAND ON THE EAST PORTION OF THE SITE, AND ADRIAN MUCK ON THE WEST PORTION OF THE SITE, BASED ON THE USDA SOIL SURVEY MAP INFORMATION.
- A KNOX KEY SWITCH OR KNOX BOX SHALL BE INSTALLED AT THE GATE TO ALLOW FIRE DEPARTMENT ACCESS TO THE ENTIRE SITE.



LANDSCAPE CALCULATIONS

REQUIRED LANDSCAPING:	PROPOSED LANDSCAPING:
FRONT YARD LANDSCAPING 125 FT FRONTAGE EXCLUDING ENTRANCE 1 DECIDUOUS TREE PER 30 FT SCREENING PARKING AREA. 36' HEDGE ROW SCREENING PARKING AREA. 1 DECIDUOUS TREE PER 30 FT IN FRONT OF BUILDING PLUS 5 SHRUBS PER 40 FT OF FRONTAGE IN FRONT OF BUILDING.	FRONT YARD LANDSCAPING 125 FT FRONTAGE EXCLUDING ENTRANCE • 5 DECIDUOUS TREES • EVERGREEN HEDGE ROW • 7 SHRUBS (BASED ON 4-55 FT OF FRONTAGE IN FRONT OF BUILDING)
INTERIOR PARKING LOT LANDSCAPING 1 SF PER 15 SF PARKING, EXCLUDING OUTER 20 FT. AREA EXCLUDING OUTER 20 FT = 15,640 SF LANDSCAPE AREA REQUIRED = 1,088 SF REQUIRED TREES = 1 PER 150 SF = 8	INTERIOR PARKING LOT LANDSCAPE AREA PROVIDED = 1,105 SF TREES PROVIDED = 8

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	SIZE	CAL	QTY
	Aa	Acer rubrum 'Autumn Blaze' / Autumn Blaze Red Maple B&B	N/A	2.5'	3
	Af	Aesculus x carnea 'Fort McNeil' / Red Horsechestnut B&B	B&B	2.5'	2
	Ll	Liriodendron tulipifera / Tulip Tree	2.5' cal. min.		3
	Tc	Tilia cordata / Littleleaf Linden B&B	N/A	2.5' min.	5
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	SIZE	CAL	QTY
	Am	Aronia melanocarpa / Chokeberry			3
	Js	Juniperus x pfitzeriana 'Sea Green' / Sea Green Juniper	24-30" ht.		12

LANDSCAPE NOTES

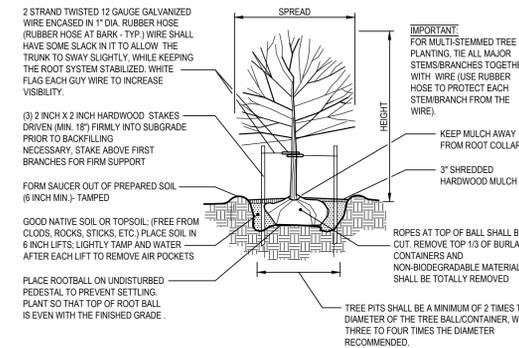
- PLANTING NOTES:**
- ALL PLANT MATERIAL SHALL BE LOCALLY NURSERY GROWN NO. 1 GRADE AND INSTALLED ACCORDING TO ACCEPTED PLANTING PROCEDURES. ALL PLANT MATERIALS SHALL MEET CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. DO NOT PLANT MATERIALS UNTIL DIRECTED BY OWNER, LANDSCAPE ARCHITECT, AND/OR CONSTRUCTION MANAGER. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL FOR ANY REASON BEFORE OR AFTER IT IS INSTALLED.
 - SIZES SPECIFIED ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
 - ANY PLANT SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
 - MAINTENANCE OF LANDSCAPING ITEMS, TREES, AND PLANTS SHALL BE PERFORMED BY THE PROPERTY OWNER OR A QUALIFIED PROFESSIONAL. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE MUNICIPAL STANDARDS AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION. ANY DEAD, DISEASED OR DAMAGED PLANT MATERIALS ARE TO BE REPLACED IMMEDIATELY AFTER NOTIFIED TO DO SO.
 - PLANT TREES AND SHRUBS IN ACCORDANCE WITH PLANTING DETAILS. DIG TREE PITS PER DETAILS. PLANT TREES AND SHRUBS AT THE SAME GRADE LEVEL AT WHICH THEY WERE GROWN AT THE NURSERY. IF HEAVY CLAY SOILS ARE EVIDENT, PLANT TREES AND SHRUBS HIGHER, APPROX. 1/4 OF THE ROOT BALL ABOVE GRADE, AND BACKFILL TO TOP OF ROOT BALL.
 - REMOVE ALL TWINE, WIRE, NURSERY TREE GUARDS, TAGS AND INORGANIC MATERIAL FROM ROOT BALLS. REMOVE THE TOP 13 OF BURLAP FROM EARTH BALLS AND REMOVE BURLAP FROM AROUND TRUNK.
 - FINELY SHREDDED HARDWOOD BARK MULCH, NATURAL COLOR (NON-COLORED), IS REQUIRED FOR ALL PLANTINGS AND PLANTING BEDS. MULCH PER PLANTING DETAILS. MULCH IN PLANT BEDS SHALL BE 3" THICK AT TIME OF INSPECTION AND AFTER COMPACTED BY RAIN OR IRRIGATION. ALL PLANTING BEDS SHALL BE EDGED WITH 6" X 12 GAUGE STEEL LANDSCAPE EDGING.
 - LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES. IF A CONFLICT WITH UTILITIES EXIST, NOTIFY OWNER/CONSTRUCTION MANAGER PRIOR TO PLANTING.
 - PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER PLANTING AND ACCEPTANCE.

TOPSOIL AND TURF NOTES:

- WHEREVER GROUND IN ITS NATURAL STATE HAS BEEN DISTURBED, APPROVED LANDSCAPING OR GRASS SHALL BE FULLY INSTALLED, AND ESTABLISHED WITHIN A REASONABLE PERIOD OF TIME, BUT NO LATER THAN ONE GROWING SEASON (UNLESS OTHERWISE NOTED AND APPROVED).
- DURING EXCAVATION, GRADING, AND INSTALLATION OF REQUIRED LANDSCAPING, ALL SOIL EROSION AND SEDIMENTATION CONTROL REGULATIONS SHALL BE STRICTLY FOLLOWED AND COMPLIED WITH.
- ALL LAWN AREAS SHALL RECEIVE SOO OR HYDROSEED. TURF SHALL BE INSTALLED ON TOPSOIL UNLESS APPROVED OTHERWISE. DO NOT PLANT UNTIL ACCEPTANCE OF FINISH GRADE.
- SOO SHALL BE GROWN ON TOPSOIL UNLESS APPROVED OTHERWISE. SOO SHALL BE 2 YEARS OLD AND STRONGLY ROOTED. PLACE SOO THIGHTLY WITH NO GAPS AND WITH GRASS IN SAME DIRECTION. SEAMS OF SOO SHALL BE STAGGERED IN A RUNNING BOND PATTERN. SOO SHALL BE WATERED IMMEDIATELY TO AVOID DRYING OUT. DO NOT INSTALL SOO UNTIL ACCEPTANCE OF FINISH GRADE AND IRRIGATION SYSTEM IS OPERATING PROPERLY UNLESS DIRECTED IN WRITING TO DO OTHERWISE. FINISH ROLL SOO WITH A WATER FILLED LAWN ROLLER, ROLL PERPENDICULAR TO LENGTH OF SOO.
- TURF SHALL BE INSTALLED ON A MIN. OF 3"-4" OF LIGHTLY COMPACTED APPROVED TOPSOIL. TOPSOIL SHALL BE FERTILE, SCREENED, FRIABLE TOPSOIL FREE OF STONES 1/2" IN DIA. AND LARGER, ROOTS, STICKS, OR OTHER EXTRANEIOUS MATERIAL INCLUDING NOXIOUS PLANTS. PH BETWEEN 6.0 AND 6.5, SALTS 500 PARTS PPM, ORGANIC CONTENT 3% MIN. DO NOT INSTALL TOPSOIL UNTIL APPROVED BY OWNER/C.M. TOPSOIL SHALL BE FINE GRADED TO A SMOOTH FINISH, FREE OF LUMPS AND DEPRESSIONS.
- LANDSCAPE ISLANDS WITHIN PARKING LOTS SHALL BE BACK FILLED WITH TOPSOIL TO A DEPTH OF 18" MIN.

IRRIGATION NOTES:

- ALL PLANTING AREAS, LAWN AREAS AND LANDSCAPE ISLANDS SHOW ARE TO HAVE A COMPLETE IRRIGATION SYSTEM. THE G.C. SHALL BE RESPONSIBLE FOR RETAINING A QUALIFIED FIRM FOR THE DESIGN OF THE IRRIGATION SYSTEM. THE DESIGN MUST SHOW HOW THE SYSTEM TIES INTO THE BUILDING AND MUST SHOW ALL OF THE NECESSARY EQUIPMENT FOR A COMPLETE SYSTEM. THE G.C. SHALL SUBMIT THE IRRIGATION SYSTEM DESIGN TO THE ARCHITECT/OWNER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.

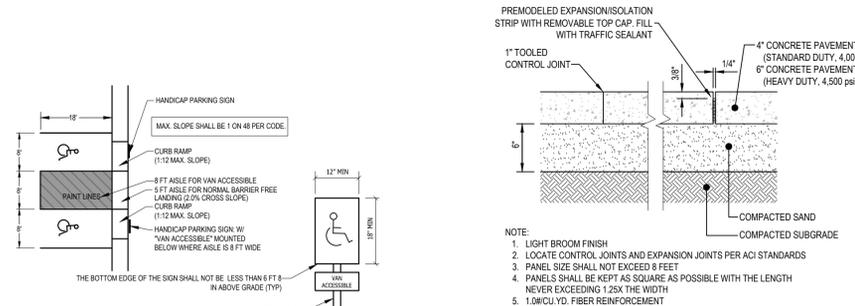


TYPICAL TREE PLANTING DETAIL

N.T.S.

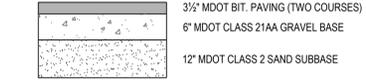
TYPICAL SHRUB / PERENNIAL / ORNAMENTAL GRASS PLANTING DETAIL

N.T.S.



TYPICAL BARRIER FREE ACCESSIBLE PARKING SPACES

N.T.S.



STANDARD DUTY PAVEMENT CROSS SECTION

N.T.S.

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

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETTED 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 AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

6666 Lovers Lane
Site Layout Plan
 PART OF THE SOUTHEAST 1/4 OF SECTION 10, T3S, R11W,
 CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN



PROJECT NO:
19400231

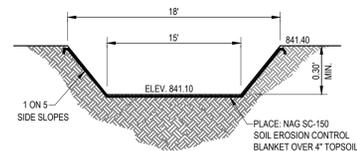
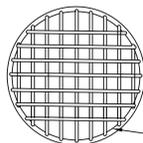
SHEET NO:
C-205

SHEET: 2 OF 3

BENCHMARKS

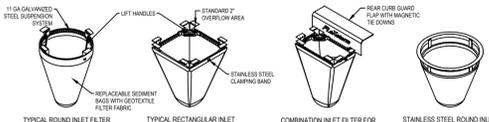
BENCHMARK "A" ELEV = 846.40 (NAVD 88)
Set railroad spike in North side of utility pole (1' above ground level), located 40' West of centerline of Lovers Lane at South side of drive entrance to building #666.

BENCHMARK "B" ELEV = 843.90 (NAVD 88)
Set railroad spike in North side of 30" Cottonwood tree (1' above ground level), located 67' West and 34' South of North line of building #666.



EMERGENCY SPILLWAY DETAIL

N.T.S.



NOTES:
1. ALL FRAMING IS CONSTRUCTED OF CORROSION RESISTANT STEEL (ZINC PLATED OR GALVANIZED FOR 7-YEAR MINIMUM SERVICE LIFE).
2. UPON ORDERING CONFIRMATION OF THE DOT CALL OUT, PRECAST OR CASTING NAME AND MODEL. ORDERED DIMENSIONAL FORMATS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE YOUR CUSTOMIZED FLEXSTORM INLET FILTER. PART NUMBER ABOVE IS NOT SUFFICIENT.
3. FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM

SPECIFICATIONS FOR STANDARD BAGS BY NOMINAL SIZE

NORMAL BAG SIZE	ROUND (CUP)	FX (WOVEN)	XL (NONWOVEN)
SMALL	16	12	0.90
MEDIUM	2.75	1.75	1.50
LARGE	3.80	2.75	1.90
XL	4.25	3.60	2.60

FLEXSTORM INLET FILTER DETAIL

N.T.S.

ALL PRODUCTS MANUFACTURED BY INLET FILTERS, INC. A DIVISION OF A.S. INC. WWW.INLETFILTERS.COM 888.297.8653 1930 N. WYOMING ST. PORTAGE, MI 49002

LEGEND

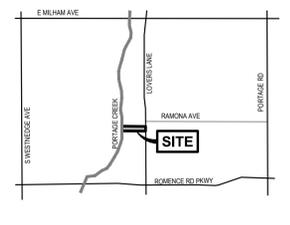
- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE



SCALE: 1" = 30'

LOCATION MAP

NOT TO SCALE



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
ST. LOUIS

PREPARED FOR:

Dixon Architecture
Attention: Ken Dixon
P.O. Box 404
Ada, MI 49301

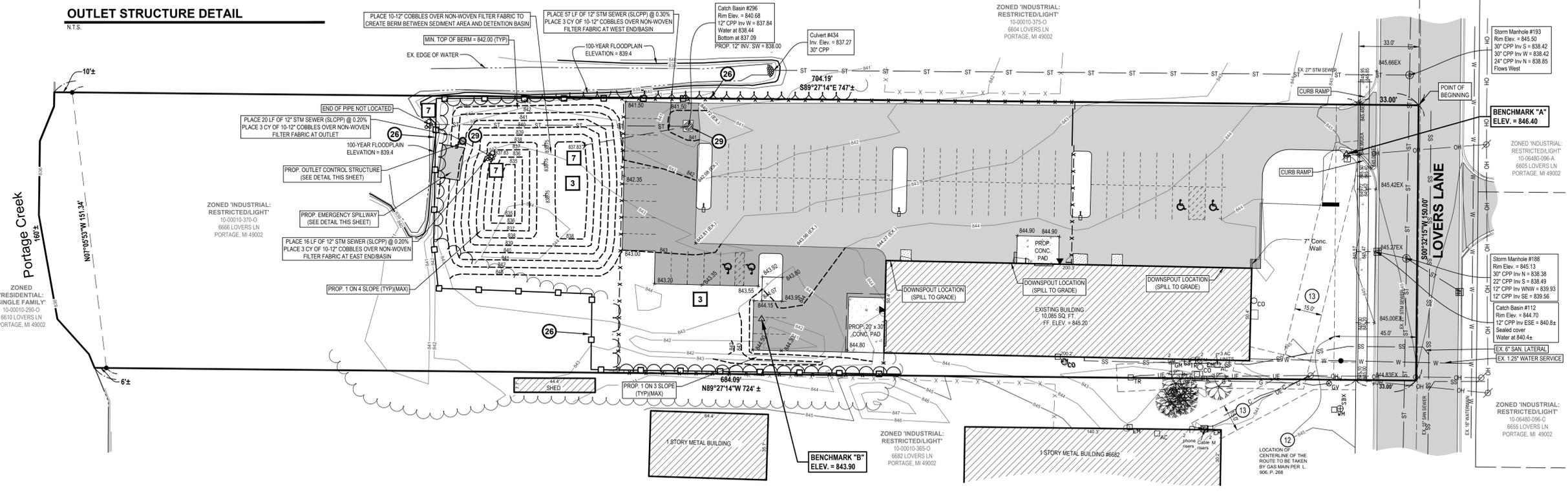
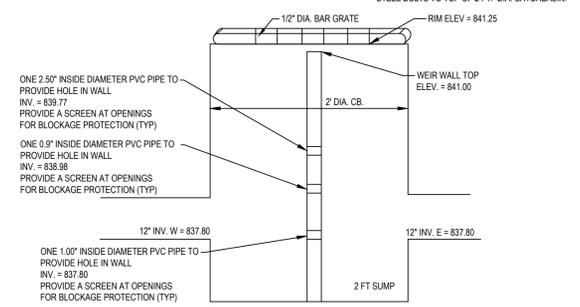
Telephone: (616) 682-4570

REVISIONS:

Title	Drawn	Checked	V. Date	S. Date
Title: Preliminary Sketch	SW	SW	04.08.19	04.08.19
Title: Site Plan	SW	SW	04.11.19	04.11.19
Title: Site Plan Submittal	SW	SW	04.15.19	04.15.19
Title: Site Plan Resubmittal	SW	SW	05.23.19	05.23.19
Title: Site Plan Resubmittal	SW	SW	05.23.19	05.23.19
Title: Site Plan Resubmittal	SW	SW	06.12.19	06.12.19
Title: Site Plan Resubmittal	SW	SW	06.25.19	06.25.19
Title: Site Plan Resubmittal	SW	SW	06.25.19	06.25.19

OUTLET STRUCTURE DETAIL

N.T.S.

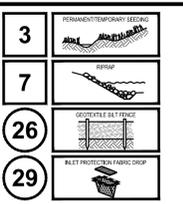


CONSTRUCTION NOTES

- ALL CONSTRUCTION AND MATERIAL SPECIFICATIONS INCLUDED FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE MOST CONSTRUCTION AND MATERIALS SPECIFICATIONS LATEST EDITION AND THE ORDINANCES OF THE CITY, WHERE CONFLICTS OCCUR IN THE ABOVE, THE CITY SHALL BE THE GOVERNING AUTHORITY.
- VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNSATISFACTORY ARE ENCOUNTERED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO THE EXISTING WATER AND SEWERAGE SYSTEM RESULTING FROM NON-COMFORMANCE WITH THE APPLICABLE STANDARDS OR THROUGH GENERAL NEGLIGENCE.
- ALL WORK, INCLUDING INSPECTIONS AND TESTING COST REQUIRED FOR REMOVAL, RELOCATION OR NEW CONSTRUCTION FOR PRIVATE OR PUBLIC UTILITIES, WILL BE DONE BY AND AT THE EXPENSE OF THE CONTRACTOR AND INCLUDED IN THE BID PRICE FOR THE VARIOUS WORK ITEMS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMITS FROM THE CITY AND COUNTY AND ANY OTHER AGENCY FOR ALL WORK DONE BY THE CONTRACTOR.
- ANY DEFECTS IN THE CONSTRUCTION, INCLUDING MATERIALS OR WORKMANSHIP, SHALL BE REPAIRED OR CORRECTED BY REMOVAL AND REPLACEMENT OR OTHER APPROVED METHODS PRIOR TO ACCEPTANCE BY THE CITY OR OWNER WITHOUT ANY ADDITIONAL COST TO THE CITY OR OWNER.
- ALL LAWN AREAS REMOVED OR DISTURBED SHALL BE REPLACED WITH TOPSOIL, AND SOIL WHERE NEEEDED, AND SHALL BE RESEED AND MULCHED IF SATISFACTORY AND RE-ESTABLISHMENT OF LAWN DOES NOT OCCUR.
- ALL PUNCH LIST AND DEFICIENCY WORK SHALL BE COMPLETED WITHIN 1 MONTH OF THE END OF CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN A STREET OPENING PERMIT FROM THE CITY BEFORE BEGINNING WORK WITHIN ANY PUBLIC STREET RIGHT-OF-WAY.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIMES.
- THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD LAYOUT, DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
- THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRICADES, FLAGMEN, ETC. AS REQUIRED TO PERFORM THE REQUIRED WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES AS REQUIRED SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS. THE CONTRACTOR SHALL FURNISH, ERECT, MAINTAIN AND SUBSEQUENTLY REMOVE SUCH ADDITIONAL TRAFFIC CONTROL DEVICES LOCATED OUTSIDE THE LIMITS OF CONSTRUCTION AS ARE REQUIRED ON THOSE STREETS WHICH ARE USED AS DETOURS, INCLUDING ROAD CLOSURE SIGNS AND BARRICADES AT THE POINT WHERE THE ROAD IS CLOSED TO THROUGH TRAFFIC.
- THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY PINS AND BENCHMARKS.
- ALL WORK CONTEMPLATED SHALL AT ALL TIMES BE SUBJECT TO THE DIRECT INSPECTION OF THE CITY, OWNER AND THEIR REPRESENTATIVES. THE CITY AND OWNER RESERVES THE RIGHT TO HALT ALL CONSTRUCTION ACTIVITY FOR NON-COMFORMANCE OF PLANS, SPECIFICATIONS AND OTHER APPLICABLE STANDARDS OR REGULATIONS.
- PRICES BID PER FOOT FOR ALL PIPES IS COMPACTED IN PLACE REGARDLESS OF SOIL OR ROCK CONDITIONS.
- CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROL SHALL BE COORDINATED WITH THE POLICE DEPARTMENT AND THE CITY.
- PRIOR TO ANY CONSTRUCTION OR GRADING, A PROTECTIVE BARRIER, FENCE, POST AND/OR SIGNS CLEARLY INDICATING LIMITS OF WORK/DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS. THE CITY AND OWNER SHALL BE CONTACTED UPON DETERMINATION OF LIMITS IN THE FIELD.
- ALL ROAD SURFACES, EASEMENTS OR RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION OF ANY PART OF THE IMPROVEMENT ARE TO BE RESTORED COMPLETELY TO THE SATISFACTION OF THE CITY AND THE OWNER.
- NO PARKING OF CONTRACTOR OR CONTRACTOR EMPLOYEE'S VEHICLES ON ANY PUBLIC STREETS SHALL BE PERMITTED.
- ALL DISTURBED SPOTS, GUARDRAILS, MAIL BOXES, AND DRIVEWAYS SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY AND THE OWNER.
- DUST CONTROL: THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL ORDINANCES OF THE CITY, COUNTY, MICHIGAN OR ANY OTHER GOVERNING AUTHORITY.
- ALL SEWERS, MANHOLES, JUNCTION CHAMBERS AND INLET BASINS MUST BE CLEANED BEFORE ACCEPTANCE BY THE CITY AND OWNER.
- BY MAIL, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY OR AS REQUIRED DURING THE WORK DAY.
- ADJUST TO GRADE OR RECONSTRUCT TO GRADE WORK SHALL INCLUDE THE REMOVAL AND REPLACEMENT OF ANY EXISTING CONCRETE BLOCKOUT PAVEMENT, DAMAGED PAVEMENT DOWELS OR OTHER SUCH LOAD TRANSFERS DEVICES SHALL BE REPLACED AS DIRECTED BY THE COUNTY AND THE ENGINEER.
- ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD CHECKED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPAIRED.
- COMPACTED PREMIUM BACKFILL (MOIST CLASS II SAND) WILL BE REQUIRED AT ALL FILL AREAS OR ANY STREETS WHERE REMOVAL AND REPLACEMENT OF PAVEMENT IS REQUIRED AND FOR ALL UNDERGROUND CONSTRUCTION UNLESS ANY DRIVEWAY OR PAVEMENT INCLUDING THE 45 DEGREE ANGLE OF INFLUENCE FROM THE OUTSIDE EDGE OF PAVEMENT OR TOP OF CURB. COMPACTION TESTS SHALL BE REQUIRED EVERY 50 FEET UNDER PAVEMENT. PAVEMENT INCLUDES, BUT NOT LIMITED TO, ROADWAY SURFACES, SIDEWALKS, BIKEWAYS, DRIVEWAYS, SHOULDERS, BUILDINGS, ETC.
- NO BUILDING MATERIAL, EQUIPMENT, VEHICLES OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE LIMITS OF WORK/DISTURBANCE.
- STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
- ROOF DRAINS, FOUNDATION DRAINS AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
- CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST COMPLY WITH MUNICIPAL CODE REQUIREMENTS.
- ALL TREES WITHIN THE GRADING LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED.
- CONTRACTOR TO FIELD VERIFY AND SCOPE EXISTING SANITARY SEWER LATERAL TO CONFIRM ELEVATION, SLOPE, CONDITION AND PHYSICAL CONNECTION TO PUBLIC SANITARY SEWER MAIN PRIOR TO CONNECTION OF NEW LATERAL SERVICE.
- AFTER INSTALLATION OF THE SIDEWALK IN THE LOVERS LANE R.O.W., DOCUMENTATION SHALL BE PROVIDED TO THE CITY OF PORTAGE TO DOCUMENT THE SIDEWALK WAS CONSTRUCTED COMPLETELY WITHIN THE ROAD R.O.W. IF THE SIDEWALK EXTENDS ONTO PRIVATE PROPERTY, A SIDEWALK EASEMENT SHALL BE PROVIDED.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

- CONTRACTOR SHALL POSSESS THE SOIL EROSION AND SEDIMENTATION CONTROL PERMIT PRIOR TO START OF ANY EARTH WORK.
- CONTRACTOR SHALL MODIFY THIS SOIL EROSION AND SEDIMENTATION CONTROL PLAN TO SHOW THE ADDITIONAL CONTROL MEASURES INTENDED TO BE USED DURING CONSTRUCTION. SUBMIT MODIFICATIONS TO THE CONTROLLING AGENCY, THE OWNER, AND THE ENGINEER.
- EROSION PROTECTION SHALL BE PROVIDED AT ALL STORM SEWER INLETS AND OUTLETS. ALL BARE EARTH SHALL BE STABILIZED WITH SEEDING.
- REFER TO THE M.D.O.T. "SOIL EROSION AND SEDIMENTATION CONTROL MANUAL" (APRIL 2006) FOR ADDITIONAL INFORMATION.
- THE ENTIRE STORM SEWER SYSTEM SHALL BE CLEANED AND FLUSHED FOLLOWING CONSTRUCTION AND PAID RECEIPT THEREOF PROVIDED TO THE ENGINEER AND COUNTY SESC AGENT PRIOR TO FINAL PAYMENT TO THE CONTRACTOR OR FINAL ACCEPTANCE OF THE CONSTRUCTION BY THE OWNER.



TEMPORARY MEASURE
PERMANENT MEASURE
REFER TO MOST STANDARD PLAN #6-0

SOIL EROSION CONTROL SCHEDULE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PLACE SILT FENCE												
STRIP & STOCKPILE TOPSOIL												
ROUGH GRADE SITE												
CONTRACT IMPROVEMENTS AROUND BUILDING												
CONSTRUCT UTILITY LINES TO BUILDING												
FINISH GRADE SITE												
PAVE SITE												
RESPREAD TOPSOIL/COMPACTION												
SEED DISTURBED AREAS												
SITE RESTORATION/CLEAN UP												

811 Know what's below.
CALL before you dig.
UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.
NOTE: EXISTING UTILITIES AND SERVICE LINES IDENTIFIED AS "PLANS" WERE OBTAINED FROM AVAILABLE AS-BUILT RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND STATUS OF ALL UTILITIES AND SERVICE LINES PRIOR TO NEW CONNECTIONS.

6666 Lovers Lane
Grading, Utility, and S.E.S.C. Plan
PART OF THE SOUTHEAST 1/4 OF SECTION 10, T3S, R11W, CITY OF PORTAGE, KALAMAZOO COUNTY, MICHIGAN

STAMP:
STATE OF MICHIGAN
LANCE M. WITTE, ENGINEER
No. 46769
PROFESSIONAL ENGINEER

PROJECT NO:
19400231
SHEET NO:
C-300
SHEET: 3 OF 3