

**TOWNSHIP OF ALGOMA**  
**COUNTY OF KENT, MICHIGAN**

Minutes of a regular meeting of the Township Board of the Township of Algoma, Kent County, Michigan, held in the Algoma Township Hall, 10531 Algoma Avenue, N.E., within the Township, on the 10th day of June, 2003 at 7:00 p.m.

PRESENT: Members: Hoemke, Ellenwood, J. Bigney, W. Bigney, Gilcrest

ABSENT: Members: None

The following preamble and resolution were offered by Member W. Bigney and supported by Member Ellenwood:

**RESOLUTION NO. 27-03**

**RESOLUTION TO ENTER INTO  
CONSENT JUDGMENT WITH SABLE DEVELOPING, INC.**

WHEREAS, the Township of Algoma was named a defendant in a lawsuit brought by Sable Developing, Inc., Kent County Circuit Court Case No. 02-09274-CZ; and

WHEREAS, the parties to the above-referenced case have reached a compromise and settlement of the claims raised in the lawsuit; and

WHEREAS, the terms of the compromise and settlement have been reduced to writing and are contained in the form of Consent Judgment attached to this resolution; and

WHEREAS, the terms and provisions of the attached Consent Judgment have been reviewed by the members of the Township Board.

IT IS, THEREFORE, RESOLVED THAT the terms and provisions in the attached Consent Judgment are approved and the Township's attorney is authorized to sign the Consent Judgment on behalf of the Township and take such further steps as are necessary for the entry of the Consent Judgment with the Court in conclusion of the lawsuit.

AYES: Ellenwood, Hoemke, Gilcrest, W. Bigney, J. Bigney

NAYS: None

RESOLUTION DECLARED ADOPTED.

Judy A. Bigney  
Judy A. Bigney, Township Clerk

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF KENT            )

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Township of Algoma at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

Judy A. Bigney  
Judy A. Bigney, Township Clerk

15/14/2

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR KENT COUNTY

SABLE DEVELOPING, INC.,  
Plaintiff,

Case No. 02-09274-CZ

HON. PAUL J. SULLIVAN

v

CONSENT JUDGMENT

ALGOMA TOWNSHIP, a Michigan  
township,

Defendant.

\_\_\_\_\_  
Arthur C. Spalding (P20808)  
Todd A. Hendricks (P45782)  
Rhoades McKee  
Attorneys for Plaintiff  
161 Ottawa Ave., N.W., Suite 600  
Grand Rapids, MI 49503  
(616) 235-3500  
\_\_\_\_\_

William A. Horn (P33855)  
Ronald M. Redick (P61122)  
Mika Meyers Beckett & Jones PLC  
Attorneys for Defendant  
900 Monroe Ave., N.W.  
Grand Rapids, MI 49503  
(616) 632-8000

At a session of said Court held in the Courthouse in the City of  
Grand Rapids, Michigan this 12 day of June, 2003.

PRESENT: HONORABLE PAUL J. SULLIVAN  
Circuit Court Judge

Based upon the Stipulation of the parties as evidenced by the signatures of their counsel  
below, and the determination of the Court that this judgment represents a reasonable resolution  
of the pending dispute between the parties, IT IS ORDERED AND ADJUDGED as follows:

Section 1. Approval of Development. The following described lands (the "Land")  
may be used and developed in accordance with the Ridge Water Estates Site Layout Plan  
attached hereto as Exhibit A (the "Plan"), subject to all of the terms and conditions of this  
Judgment:

Part of the SE 1/4 and SW 1/4 of Section 10, T9N, R11W, described as: Commencing at the South 1/4 Corner of said Section; thence S89°59'45" W 669.45 feet along the South line of said Section; thence N0°24'02"W 50.00 feet along the West line of the East 1/2 of the SE 1/4 of said SW 1/4 to a point on the North right of way line of 14 Mile Road; thence continuing along said West line N0°24'02"W 513.08 feet along said line to the Place of Beginning; thence continuing along said West line N0°24'02" W 765.00 feet; thence N89°47'30"E 669.83 feet along the North line of the SE 1/4 of said SW 1/4; thence N0°23'00"W 1330.47 feet along the North-South 1/4 line of said Section to the Center of said Section; thence N89°52'19"E 516.37 feet along the East-West 1/4 line of said Section; thence S0°16'46" E 1249.99 feet along the West line of the East 50 Acres of the West 1/2 of said SE 1/4; thence N89°59'37"E 817.93 feet; thence N0°16'45"W 216.50 feet; thence N89°49'30"E 932.11 feet; thence S0°10'30"E 887.41 feet; thence N89°49'30"E 100.00 feet; thence S0°10'30"E 200.00 feet; thence N89°49'30"E 57.00 feet; thence S0°10'30"E 494.29 feet to the North right of way line of 14 Mile Road; thence S89°59'37"W 447.25 feet along the North right of way line of 14 Mile Road; thence N0°16'45"W 209.00 feet; thence S89°59'37"W 204.00 feet; thence; N00°16'45"W 91.00 feet; thence S89°59'37"W 200.00 feet; thence N00°16'45"W 178.00 feet; thence S89°59'36"W 500.00 feet along the North line of the South 528.00 feet of said Southeast 1/4; thence N00°00'24"W 29.32 feet; thence S89°43'14"W 140.43 feet; thence S00°00'24"E 28.65 feet; thence S89°59'36"W 412.50 feet along the North line of the South 528.00 feet of said Southeast 1/4; thence S00°16'46"E 198.00 feet; thence S89°59'37"W 525.31 feet along the North line of the South 330.00 feet of said Southeast 1/4; thence S00°10'30"E 280.00 feet along the West line of the East 2673.00 feet of said Southeast 1/4; thence S89°59'45"W 268.95 feet along the North right of way line of 14 Mile Road; thence N00°24'02"W 50.00 feet; thence N44°09'45"W 278.77 feet; thence N36°33'08"W 327.47 feet to the place of Beginning, Algoma Township, Kent County, Michigan.

In the event of conflict between any part of the Plan or notes thereon and the terms of this Judgment , this Judgment shall control.

Section 2.     Conditions. The use and development of the above-described lands is expressly subject to all of the following terms and conditions:

(1) Site Plan. Development of the Ridge Water Estates site (the “Development”) shall comply in all respects with the Plan attached as Exhibit A and having a last revision date of May 28, 2003, except where the Plan has been changed, revised or modified by this Judgment.

(2) Unit Areas; Buildings; Site Access.

(a) The Development is a site condominium development. It shall have 75 residential units (“units”) for one single-family, detached dwelling to be located on each Unit. Each unit shall have the area and shall be located as shown on the Plan. The minimum unit width shall be 120 feet measured across the front of the house between side lot lines as shown on the Plan. The minimum required building setbacks shall be as follows:

Front yard – 30 feet

Rear yard – 30 feet

Side Yard – 15 feet for each side

(b) Lots on cul-de-sacs shall have a minimum front yard building setback of 30 feet from the street right-of-way. That part of the lot that has less than the required minimum width may be included when measuring the depth of the front yard setback. Each unit located on a cul-de-sac shall be at least 100 feet wide at the required building setback line.

(c) Detached accessory buildings shall not be permitted to be located to the rear of dwellings located on Units 53,54 and 55, in view of the fact that there are existing dwellings located to the rear of such units, outside of the site condominium. The use and occupancy provisions in the condominium documents, pertaining to Units 53, 54 and 55, shall include such a prohibition.

(d) The area of each of the units in the Development shall be as shown on the Plan, and no unit area shall contain less than 30,000 square feet.

(e) Internal traffic circulation throughout the Development shall be by means of private streets to be constructed by the Plaintiff and located as shown on the Plan. The right-of-way shall have a width of 66 feet, the travel width of the streets shall be 22 feet (26 feet including valley gutters), and the streets shall be paved with bituminous pavement and a sufficient aggregate base. The street grade shall not exceed 8%.

(f) The private streets shall comply with all Township requirements for private streets, except that the street designated as Crystal Ridge, located in Phase 1, may exceed the 2640 foot street length limit otherwise provided in the Township Zoning Ordinance, because there is currently an existing route from 14 Mile Road into and through the Development, which is located in part at the location proposed for a portion of Crystal Ridge Street. A second means of access to 14 Mile Road shall be provided prior to the commencement of construction of any unit in Phase 2 or Phase 3.

(g) The private streets shall be maintained, repaired, replaced and snowplowed so as to afford continuous access and unimpeded passage for vehicles (including emergency vehicles) under all weather conditions. The Master Deed and Condominium Bylaws shall have provisions requiring maintenance of the street in accordance with this Judgment and the other provisions of Township ordinance pertaining to private streets.

(h) The private streets shall have names approved by the Kent County Road Commission.

(i) As shown on the Plan, there is an existing easement or access route extending in a north-south direction from 14 Mile Road through a portion of the lands

comprising the Development and extending to an existing dwelling located immediately to the north of Unit 55, as shown in Phase 2 of the Development. The existing easement and access route to reach the existing dwelling may continue to be used along the route shown in the Plan, including a portion of the private street designated as Crystal Ridge, unless otherwise agreed in writing by Plaintiff and the owner or owners of such existing dwelling.

(3) Sanitary Sewer Service and Water Supply.

(a) All units in the Development shall be served by separate individual septic systems, and all units shall be served by separate individual water wells. All septic systems and all wells shall be subject to the approval of the Kent County Health Department and shall be subject to all state and county health department requirements.

The Master Deed and Condominium Bylaws shall require that each septic system in the Development shall be pumped by a licensed contractor at least once during every 4 year period. Copies of receipts for such pumping shall be provided to and maintained by the condominium association and shall be made available to the Township for inspection when requested.

(b) If the Kent County Health Department, the State Department of Environmental Quality or other governmental agency having jurisdiction shall determine that it is necessary in the interest of the public health, safety and welfare to install public water supply within and for the benefit of the Development, in order to protect against contamination of ground water and/or domestic water supply or for other valid governmental reasons, the owners of the Development and the lands therein shall comply with any such governmental action or orders, and thereupon install such public services without expense to the Township.

(4) Surface Water Drainage.

(a) The drainage of surface waters shall be accomplished by leaching basins, storm sewers, designated drainage areas, retention basins, culverts, and other means, as indicated in the Plan.

(b) The use of the surface water drainage system in the Development and the discharge of waters from the storm sewer system and other elements of the surface water drainage system shall be designed, engineered and carried out so as to have no significant adverse effect upon adjacent or nearby lands or surface waters, or upon wetlands or surface waters within the Development, by reason of erosion, pollution or otherwise.

(c) The Condominium Master Deed and Bylaws shall require that all facilities for storm water management be regularly maintained in proper functioning condition.

(d) The surface water drainage plan and system shall be subject to the reasonable approval of the Township Engineer.

(5) Soil Erosion and Sedimentation Control; Site Grading. In the construction and use of the Development, the Plaintiff shall comply in all respects with any required soil erosion and sedimentation permit. A copy thereof shall be submitted to the Township. Soil erosion protection and stabilization techniques and procedures shall be provided continuously during all phases of construction, until lawns and other landscaped areas are established.

(6) Wetlands. Any portions of the Development which are regulated wetlands, or which have been designated as regulated wetlands under applicable Michigan law shall not be filled, dredged or developed to any extent without the approval of the Department of Environmental Quality, by means of such permits as may be required by law. The design, layout



and construction of the Development shall be carried out only in such a manner as to have no serious adverse effect on the quality and the waters of any regulated wetland areas.

(7) Utilities. All utility service within the Development shall be by means of underground facilities. The Master Deed shall reserve easements for future private and public utility service, including water and sewer, within the private road right-of-way.

(8) Building Floor Area.

(a) All dwellings shall comply with the Township Building Code and other applicable Township ordinances. All dwellings shall have a minimum building floor area as required in the R-A District or successor zoning district.

(9) Signs. One sign identifying the Development may be located at each of the entrances to the Development off 14 Mile Road. Each such sign shall not be larger than 32 square feet. Each sign shall also be subject to the further approval of the Planning Commission as to height, size, placement and other features thereof.

(10) Outdoor Lighting. Street lights shall be installed in accordance with the requirements of the public utility providing such lighting. The street lights shall be of the high pressure sodium type. The height of poles for the outdoor lighting fixtures shall not exceed 14 feet. The number of outdoor street lighting poles shall not exceed 14. The street lighting poles shall be placed as shown on the Plan. If additional street lighting poles are to be placed within the Development, beyond the current number shown in the Plan, but not exceeding 14 in total, then such additional poles shall be indicated on the Plan, and a revised plan shall then be submitted to the Township. Street lights shall be installed at the expense of the Plaintiff, and the cost of operation thereof shall be paid by the unit owners. Street lights shall be of such design so as to minimize splashing or glare of light into the sky.

(11) Open Space Area.

(a) Within those areas designated as Open Space (including areas designated as pond, park or recreation areas) or as no disturb zones on the Plan, no buildings, structures or other improvements shall be constructed, nor shall trees or vegetation be removed, except that dead or diseased trees may be removed and replaced, and except that walking paths, as shown on the Plan may be constructed. The Condominium Master Deed and Bylaws shall contain provisions preserving these areas as open space and no-disturb areas in perpetuity, and requiring that the walking paths and other facilities be maintained in useable condition.

(b) Storm water detention areas shall be located as shown on the Plan. All such detention areas shall be subject to the approval of the Township's consulting engineers, with regard to design, construction and operation.

(c) Provisions for perpetual maintenance of the open space, no disturb zones and other natural areas within the Development shall be included in the site condominium documents or in separate restrictive covenants. Such instruments shall be subject to the approval of the Township Attorney prior to recording.

(12) Sidewalks. Sidewalks shall be installed by the Plaintiff on both sides of all private streets within the Development. Sidewalks shall be installed prior to issuance of a certificate of occupancy for the dwelling constructed on each unit; provided, however, that if inclement weather prevents sidewalk installation at the time a dwelling would otherwise be entitled for issuance of a certificate of occupancy, the certificate may nevertheless be issued, but the sidewalk shall be installed promptly after weather permits. In addition, however, the installation of sidewalks shall be subject to the requirements of Section 2(15)(d) of this Judgment. All sidewalks shall be four feet wide, on both sides of each street.

(13) Underlying Zoning. Except as modified herein or in the Plan, the requirements of the R-A Zoning District shall apply to the Development.

(14) Master Deed and Bylaws. As to any requirements provided herein to be included in the Master Deed and/or Condominium Bylaws, such instruments shall specifically list such requirements and shall provide that the same shall not thereafter be amended or deleted without the written approval of the Planning Commission and Township Board. Such provisions shall be reviewed by the Township Attorney before recording, so as to verify their compliance with this subparagraph and this Judgment.

There shall be no provisions of the Master Deed or Condominium Bylaws which are contrary to or at variance with the provisions of this Judgment or which would in any way hinder the enforcement of this Judgment. To the extent that any such Master Deed or Condominium Bylaw provisions may be contrary to or at variance with any of the provisions of this Judgment, the same shall be applicable only to the extent permitted by the terms hereof. The Master Deed and Bylaws shall make express reference to this Judgment and state that use of property within the Development is subject to this Judgment, notwithstanding anything to the contrary in the Master Deed or Bylaws.

(15) Phasing.

(a) The Development may be constructed in three phases. The first phase shall consist of Units 1-12 and 56-75; the second phase shall consist of Units 13-18 and 39-55; and the third phase shall consist of Units 19-38.

(b) Prior to a building permit being issued for any building on a unit within any one of the foregoing phases, all streets within that phase shall be completed in their entirety and all storm water management facilities required to provide drainage for such streets

and other improvements within that phase shall be completed, or a performance guarantee which complies with Township Ordinance shall be furnished by the Plaintiff.

(c) Before Phase 2 is commenced, the improvements in Phase 1 must be completed and before Phase 3 is commenced, the improvements in Phases 1 and 2 must be completed.

(d) The sidewalks in Phase 1 shall be fully completed before Phase 2 is commenced, and the sidewalks in Phases 1 and 2 shall be fully completed before Phase 3 is commenced; provided, however, if portions of the sidewalks in a particular phase have not been completed, because of the lack of a dwelling on a particular lot or for other reasons, the Plaintiff may nevertheless proceed with commencement of the ensuing phase, but in that event the Plaintiff shall first complete all remaining sidewalks in the previous phase or, alternatively, the applicant may submit to the Township a performance bond in an amount and with provisions satisfactory to the Township, for the purpose of securing the completion of sidewalks remaining in the previous phase, but such filing of a performance bond shall permit the delay of sidewalk completion for up to one year only, from the commencement of work on the subsequent phase, and at the end of such time all uncompleted sidewalks in the previous phase must be promptly completed, though a construction delay because of inclement weather may be permitted, but only until suitable weather conditions have returned.

(e) A certificate of occupancy will not be granted as to any unit until the water supply well and the septic system have been completed and approved by the Kent County Health Department. A performance guarantee may not be provided in lieu of such completion and approval.

(16) Current Special Land Use for Mineral Removal. The lands covered by this Judgment are currently subject to a special land use granted by the Township for sand and other mineral removal. As a part of the special land use, there are requirements for the restoration of the Land following completion of authorized mineral removal activities. The use and development of the Land established by this Judgment shall supersede the special land use granted for mineral removal, except that the Plaintiff may complete such mineral removal, consistent with the terms of the special land use, as may be needed to prepare the land for development in accordance with the Plan. Accordingly, the restoration and rehabilitation provisions of the special land use are replaced and superseded by the Plan and this Consent Judgment.

(17) Additional Requirements.

(a) All dwellings in the Development shall be numbered in reasonable numerical order, so as to promote ease of locating dwellings within the Development.

(b) The stop signs and other traffic signs in the Development shall be as shown on the Plan and installed within the Development, as indicated on the Plan.

(c) Walkway easements shall be located as shown in the Plan across portions of Units 13 and 14, and Units 23 and 24, and between Units 68 and 69.

(d) The existing storage barn and existing parking area located in Units 36 and 37 in Phase 3 shall be removed before the commencement of Phase 3.

(e) Street stop signs shall be installed at the locations shown on the Plan.

(f) Access to the three existing homes located immediately to the north of Units 53, 54, 55 and 56 shall be provided by means of the existing easement extending north from 14 Mile Road.

(g) Plaintiff shall plant sufficient trees and shrubs along the hilltop ridge in the southeast corner of the Development so as to provide a view screen/barrier between the house located east of that area and the interior of the Development. This barrier shall achieve at least 80% opacity within two growing seasons.

Section 3. Enforcement.

(a) The Township may enforce the provisions of this Judgment and applicable provisions of the Township Zoning Ordinance, Building Code and other ordinances, laws and regulations to the extent and in any manner provided by law.

(b) In the event that the Plaintiff shall fail to carry out, either at all or on a timely basis, any provision or requirement of this Judgment or other applicable law, ordinance or regulation, the Township may through its Building Inspector or other Township agency issue and post a stop work order at the site of any improper or noncomplying part of the Development, directing that all further construction of such part of the Development be ceased forthwith, pending the compliance with any applicable provisions of this Judgment or of Township ordinances, regulations or State laws. Upon the issuance of such stop work order, the Plaintiff shall comply fully therewith without delay. Upon the correction of any matters as to which the stop work order was issued, the Township shall promptly rescind and remove the stop work order, whereupon the applicant may again proceed with construction or other permissible activity as to the Development.

(c) The issuance and posting of any stop work order shall not be an exclusive remedy, but may be undertaken by the Township in addition to all other lawful means of enforcement.

Section 4. Review Fees. Plaintiff agrees to reimburse Defendant within 30 days of invoice, for the Defendant's actual fees and costs for services rendered from and after the date of this Consent Judgment by the Defendant's engineer, attorney and planning consultant relative to the review of plans and documents submitted for review under the terms of this Judgment. The Defendant shall cause such charges to be reasonable and in amounts per hour equal to the normal billing rates charged to the Defendant by the consultants. Requests for payment or reimbursement shall include a description of services rendered.

Section 5. Property Transfer. Plaintiff may, but is not required to, transfer to the adjacent owners to the north and south thereof that rectangular portion of land running from the Development to Hoskins Avenue as shown on the Plan.

Section 6. Written Changes. Written terms of the Judgment may be amended, changed, or modified, only by written agreement, unless otherwise specified herein. No waiver of any provision of this Judgment shall be valid unless in writing.

Section 7. Binding Effect. This Judgment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

Section 8. Covenants. This Judgment is declared to be in recordable form and the covenants contained herein are declared to be covenants running with the land and the Kent County Register of Deeds is hereby authorized to record a certified copy of this Judgment at the request of either the Plaintiff or the Defendant.

Section 9. Attorney Fees and Release. Neither party shall pay to the other any costs or attorney fees attributable to this case and this Judgment shall constitute a mutual release of all such claims by all parties to this case.

Section 10. Authorization. The persons executing this Judgment have represented to the Court and the other parties that they have full and complete authority to consent to the terms of this Judgment on behalf of their respective parties.

Section 11. Dismissal. Except as provided otherwise in this Consent Judgment, Plaintiff's claims are hereby dismissed with prejudice; provided, however, that the Court will retain continuing jurisdiction of this matter to ensure compliance with this Judgment.

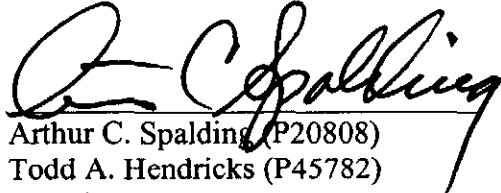
Section 12. Closing of Case. This Consent Judgment resolves the last pending claim and closes the case.

**PAUL J. SULLIVAN**

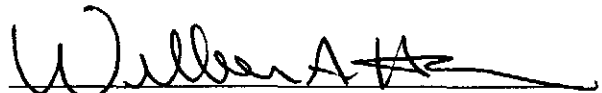
---

HONORABLE PAUL J. SULLIVAN  
Circuit Court Judge

APPROVED FOR ENTRY AS TO FORM AND SUBSTANCE:



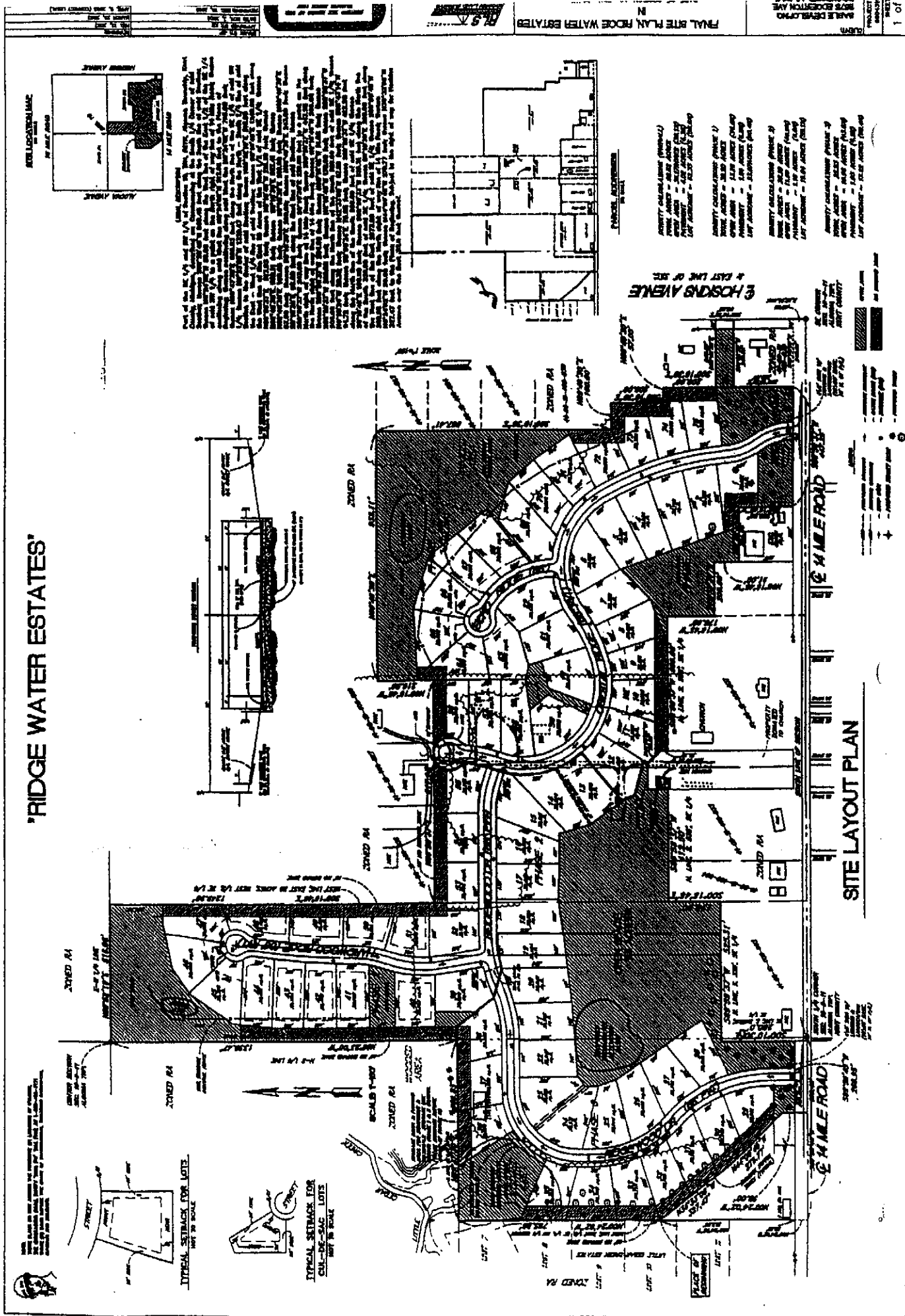
Arthur C. Spalding (P20808)  
Todd A. Hendricks (P45782)  
Rhoades McKee  
Attorneys for Plaintiff



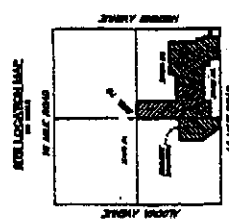
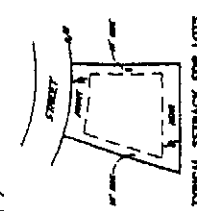
William A. Horn (P33855)  
Mika Meyers Beckett & Jones PLC  
Attorneys for Defendant



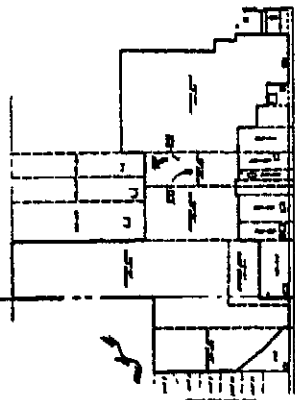
# 'RIDGE WATER ESTATES'



THE INFORMATION ON THIS PLAN IS BASED ON THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE CITY OF LOS ANGELES, CALIFORNIA. THE INFORMATION ON THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



THE INFORMATION ON THIS PLAN IS BASED ON THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE CITY OF LOS ANGELES, CALIFORNIA. THE INFORMATION ON THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



- PROPERTY OWNERS (PHASE 1)
- PHASE 1 - 100 ACRES
  - PHASE 2 - 100 ACRES
  - PHASE 3 - 100 ACRES
  - PHASE 4 - 100 ACRES
  - PHASE 5 - 100 ACRES
  - PHASE 6 - 100 ACRES
  - PHASE 7 - 100 ACRES
  - PHASE 8 - 100 ACRES
  - PHASE 9 - 100 ACRES
  - PHASE 10 - 100 ACRES
  - PHASE 11 - 100 ACRES
  - PHASE 12 - 100 ACRES
  - PHASE 13 - 100 ACRES
  - PHASE 14 - 100 ACRES
  - PHASE 15 - 100 ACRES
  - PHASE 16 - 100 ACRES
  - PHASE 17 - 100 ACRES
  - PHASE 18 - 100 ACRES
  - PHASE 19 - 100 ACRES
  - PHASE 20 - 100 ACRES
  - PHASE 21 - 100 ACRES
  - PHASE 22 - 100 ACRES
  - PHASE 23 - 100 ACRES
  - PHASE 24 - 100 ACRES
  - PHASE 25 - 100 ACRES
  - PHASE 26 - 100 ACRES
  - PHASE 27 - 100 ACRES
  - PHASE 28 - 100 ACRES
  - PHASE 29 - 100 ACRES
  - PHASE 30 - 100 ACRES
  - PHASE 31 - 100 ACRES
  - PHASE 32 - 100 ACRES
  - PHASE 33 - 100 ACRES
  - PHASE 34 - 100 ACRES
  - PHASE 35 - 100 ACRES
  - PHASE 36 - 100 ACRES
  - PHASE 37 - 100 ACRES
  - PHASE 38 - 100 ACRES
  - PHASE 39 - 100 ACRES
  - PHASE 40 - 100 ACRES
  - PHASE 41 - 100 ACRES
  - PHASE 42 - 100 ACRES
  - PHASE 43 - 100 ACRES
  - PHASE 44 - 100 ACRES
  - PHASE 45 - 100 ACRES
  - PHASE 46 - 100 ACRES
  - PHASE 47 - 100 ACRES
  - PHASE 48 - 100 ACRES
  - PHASE 49 - 100 ACRES
  - PHASE 50 - 100 ACRES

## SITE LAYOUT PLAN

COPY

**FIRST AMENDMENT REGARDING CONSENT JUDGMENT**

Sable Developing, Inc. and Algoma Township agree that the written terms of the Consent Judgment entered on June 12, 2003 in Kent County Circuit Court Case No. 02-09274-CZ are amended as follows:

1. Paragraph 15(b) of the Consent Judgment precludes the issuance of building permits for a unit within any of the phases of the development unless all streets within that phase are completed in their entirety and all stormwater management facilities required to provide drainage for the streets and other improvements within that phase are completed.

2. There is an existing home located on the property subject to the Consent Judgment which Sable Developing, Inc. wishes to move to Lot 28 in the Phase III portion of the development.

3. Upon submission of a proper application satisfying the standards for issuance of a building permit, it is agreed between Sable Developing, Inc. and Algoma Township that a building permit may be issued prior to construction of the roads and utilities so as to allow the existing home on the property to be moved to Lot 28. Sable Developing, Inc. is also allowed to move an existing gate and fencing so that access to the home on Lot 28 can take place via the currently existing access road.

4. Sable Developing, Inc. is required to retain ownership of the home until after completion of all utilities and roads in Phase III of the development.

5. Sable Developing, Inc. will reimburse Algoma Township for such costs as it incurs for the preparation and review of this agreement.

6. All other terms and provisions of the Consent Judgment not specifically addressed herein remain in full force and effect as written.

SABLE DEVELOPING, INC.

Dated: 3-23-04By: Its: President

ALGOMA TOWNSHIP

Dated: 3-23-04By: Dennis Hoemke  
Its Supervisor

# Memorandum

---

**To:** Township Board Members

**CC:**

**From:** Denny

**Date:** 02/25/2004

**Re:** Ridgewater Estates

---

Sable Developing has requested the attached modification to the Ridgewater Estates Consent Judgment Agreement. The request is to allow a Building Permit to be issued for Lot 28 in Phase III before the phase roads are complete. The road is already complete past this site as part of the mining operation. There is an existing house on the property currently being rented which was not mentioned in the site plan and agreement. The home is now in the way of final grading and needs to be removed. Sable would like to save the home by moving it about 200 yards west to Lot 28. They would retain this as a rental unit until all requirements of Phase III are completed.

Under the terms of the judgment no Building Permit can be issued until all roads and utilities are complete for the whole phase. Any modifications of this requirement must be agreed to by the Township Board and Sable and recorded in writing. The request would allow a Building Permit for Lot 28 only under the agreed upon terms to allow the relocation of this existing house.

I have asked the township attorney to prepare the needed documents and Sable has agreed to cover the necessary costs.



February 23, 2004

Dennis Homke  
Algoma Township  
10531 Algoma Ave. NE  
Rockford, MI 49341-9136

RE: Ridge Water Estates

This letter is to clarify the intentions of Sable Developing, Inc. regarding the home located at 2799 14 Mile Road that was missed in the consent judgement of Ridge Water Estates. In order to complete the grading plan of our current mining operation, we need to relocate this home. This home now sets in Phase III, approximately 200 yards west of Unit 28. We are asking for permission to move the home on to Unit 28 (see attached drawing). Also, we would like to move back the gate and fencing so the home can use the current access road to the pit as a driveway, thus eliminating the extra driveway onto 14 Mile Road. We are currently using the home as a rental. The current renters have expressed interest in remaining in the home, so they will be moved back in after the proposed moved. Also, the home will be remolded and landscaped to fit into the new Development. Sable will be retaining ownership until after the completion of the utilities and road in Phase III. This move would take approximately 2-3 weeks, and we would like to proceed with this as soon as possible.

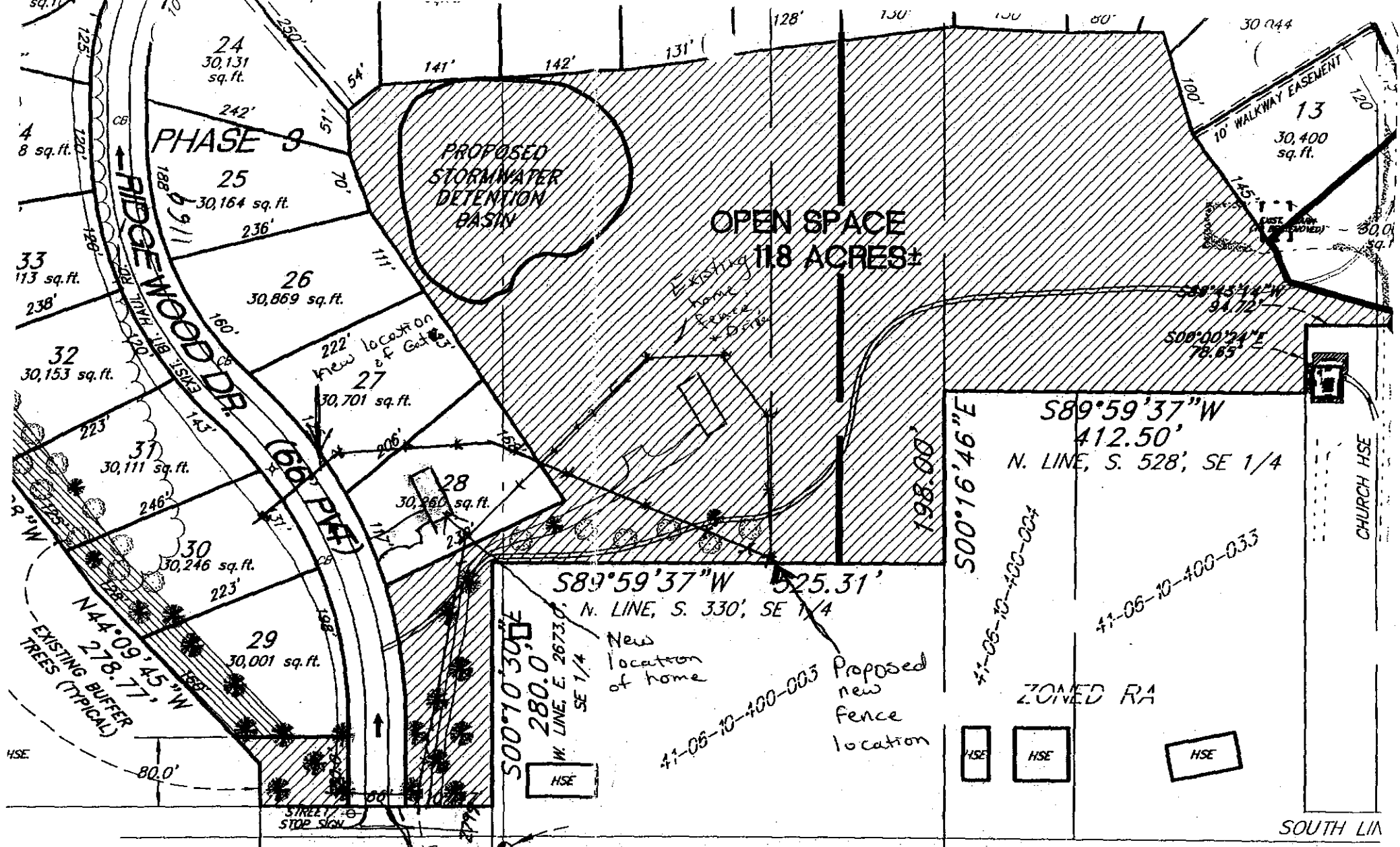
Thank you for your consideration in this matter.



Kelly Powell, President  
Sable Developing, Inc.

**11575 Edgerton Avenue**  
**Rockford, MI 49341**  
**(616) 866-3913**

[www.SableHomes.com](http://www.SableHomes.com)



$S89^{\circ}59'45''W$   
**14 MILE ROAD**

$S89^{\circ}59'45''W$   
 268.95'

SOUTH 1/4 CORNER  
 SEC. 10-9-11  
 ALGOMA TWP.  
 KENT COUNTY

4'x8' SIGN W/  
 LIGHTING &  
 LANDSCAPING  
 (10'x20' E.A.S.E.  
 10' N. OF P./L)

# SITE LAYOUT F

(13) Underlying Zoning. Except as modified herein or in the Plan, the

of the R-A Zoning District shall apply to the Development.

(14) Master Deed and Bylaws. As to any requirements provided herein to be

in the Master Deed and/or Condominium Bylaws, such instruments shall specifically

incorporate the requirements and shall provide that the same shall not thereafter be amended or deleted

without the written approval of the Planning Commission and Township Board. Such provisions

shall be reviewed by the Township Attorney before recording, so as to verify their compliance

with this subparagraph and this Judgment.

There shall be no provisions of the Master Deed or Condominium Bylaws

which are contrary to or at variance with the provisions of this Judgment or which would in any

way hinder the enforcement of this Judgment. To the extent that any such Master Deed or

Condominium Bylaw provisions may be contrary to or at variance with any of the provisions of

this Judgment, the same shall be applicable only to the extent permitted by the terms hereof. The

Master Deed and Bylaws shall make express reference to this Judgment and state that use of

property within the Development is subject to this Judgment, notwithstanding anything to the

contrary in the Master Deed or Bylaws.

(15) Phasing.

(a) The Development may be constructed in three phases. The first phase shall consist of Units 1-12 and 56-75; the second phase shall consist of Units 13-18 and 39-55; and the third phase shall consist of Units 19-38.

(b) Prior to a building permit being issued for any building on a unit within any one of the foregoing phases, all streets within that phase shall be completed in their entirety and all storm water management facilities required to provide drainage for such streets

*2/10/2015*

(c) The issuance and posting of any stop work order shall not be an exclusive remedy, but may be undertaken by the Township in addition to all other lawful means of enforcement.

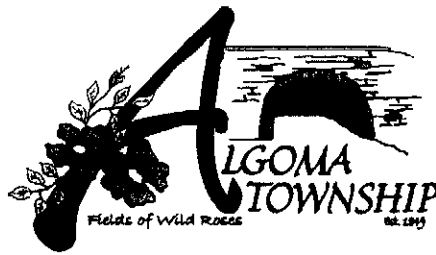
Section 4. Review Fees. Plaintiff agrees to reimburse Defendant within 30 days of invoice, for the Defendant's actual fees and costs for services rendered from and after the date of this Consent Judgment by the Defendant's engineer, attorney and planning consultant relative to the review of plans and documents submitted for review under the terms of this Judgment. The Defendant shall cause such charges to be reasonable and in amounts per hour equal to the normal billing rates charged to the Defendant by the consultants. Requests for payment or reimbursement shall include a description of services rendered.

Section 5. Property Transfer. Plaintiff may, but is not required to, transfer to the adjacent owners to the north and south thereof that rectangular portion of land running from the Development to Hoskins Avenue as shown on the Plan.

Section 6. Written Changes. Written terms of the Judgment may be amended, changed, or modified, only by written agreement, unless otherwise specified herein. No waiver of any provision of this Judgment shall be valid unless in writing.

Section 7. Binding Effect. This Judgment shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

Section 8. Covenants. This Judgment is declared to be in recordable form and the covenants contained herein are declared to be covenants running with the land and the Kent County Register of Deeds is hereby authorized to record a certified copy of this Judgment at the request of either the Plaintiff or the Defendant.



10531 ALGOMA AVE NE - ROCKFORD, MI 49341-7108  
PHONE 616.866.1583 - FAX 616.866.3832  
[www.algotwp.org](http://www.algotwp.org)

March 15, 2013

Mr. John Bitely  
Sable Development Inc.  
11575 Edgerton Ave NE  
Rockford, MI 49341

Algoma Township, at its March 12, 2013 meeting approved your request to amend the phasing plan of the Ridge Water Development.

This request splits Phase two into two parts. Phase 2a consists of lots 13-18 and 53-55. Phase 2b will include units 39-52.

This letter will serve as written notice of the Algoma Township Board action approving the rephrasing of the Ridge Water Development.

Sincerely,

Dennis Hoemke,  
Supervisor

DH/jms



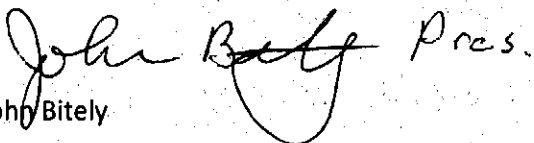
2-14-13



Sable Developing, Inc. is hereby requesting to add a phase line in the Ridge Water Development. Doing so would create a phase 2a and a phase 2b out of phase 2. Phase 2a would consist of units 13 -18 and units 53-55 leaving units 39-52 in phase 2b.

Included in this request is a map of the units noted for proposed phase 2a.

Thank you,

A handwritten signature in black ink that reads "John Bitely Pres." The signature is fluid and cursive, with the word "Pres." written in a smaller, simpler font at the end.

John Bitely

President

Sable Developing, Inc.

**11575 Edgerton Avenue  
Rockford, MI 49341**

**(616) 866-3913 • Fax (616) 866-9198**  
[www.SableHomes.com](http://www.SableHomes.com)

Motion carried. Resolution declared adopted.

ASSESSOR'S EMPLOYMENT AGREEMENT – AMENDMENT:

Supervisor Hoemke provided an updated employment agreement for the Assessor reflecting the change of compensation recently discussed. He added that he has also removed two items from the original that dealt with quarterly reporting and Board appearances as these are not necessary and have not been used.

Trustee Clary made a motion seconded by Trustee W. Bigney to adopt the Amended Assessor's Employment Agreement authorizing the Supervisor to sign. Supervisor Hoemke added that Board of Review has just finished and it has been by far the best session ever with about 30-35 reviews. Motion carried unanimously.

\* RIDGEWATER ESTATES SITE PLAN REVISION TO PHASE II: \*

Supervisor Hoemke reported that Sable Developing is requesting a change in the phasing to their Ridgewater Estates development located on 14-Mile Rd. They are requesting to split the original Phase 2 into two sections called Phase 2a and 2b. With market conditions as they are they need to build smaller portions at a time to sustain cash flow and help move the project toward the finish. He explained that since this was a court settlement consent judgment the Township Board must approve any changes in writing as they did in the Eastbrook Saddle Ridge Estates development recently, which was also approved by a consent judgment. He reported that they are requesting no changes to the road locations, just dividing Phase 2 into two sections. He added that Sable has provided a revised site plan if any Board member would like to view it.

Trustee W. Bigney made a motion seconded by Trustee Clary to approve Sable Developing's Ridgewater Estates Site Plan revision dividing Phase 2 into Phase 2a and 2b per revised site plan on file. Motion carried unanimously.

BOARD OF APPEALS RE-APPOINTMENT REG MEMBER – R. SWEM (RES. 11-13):

Trustee Clary made a motion seconded by Trustee Pickerd that Resolution 11-13 (a resolution re-appointing Board of Appeals Regular Member R. Swem) be adopted.

AYES: Hoemke, Clary, W. Bigney, Pickerd, J. Bigney, Powell, Ellenwood

NAYS: None

ABSENT: None

ABSTAINED: None

Motion carried. Resolution declared adopted. Member's term commences on April 1, 2013 and expires on March 31, 2016 (3-years).

CSAPR REPRESENTATIVE APPOINTMENTS – L. COMPSON & B. VANDERWAL:

Supervisor Hoemke confirmed with Wayne Bigney that he was ready to vacate his position on the CSAPR Board to which Wayne confirmed. Supervisor Hoemke thanked him for his long time service on this Board.

Clerk J. Bigney reported in a memo presented to the Board that Wayne was the 1<sup>st</sup> Representative with a term expiring on March 31, 2014 and therefore had one more year to go. She stated that she has found a replacement for him a one Ms. Betty Vanderwal who has accepted the request and can start in April. If approved her term would expire as usual on March 31, 2014, fulfilling the vacated term of Wayne. Also, Leigha Compson is currently our 2<sup>nd</sup>