



RECEIVED

DEC 09 2024

HOLLAND TWP.

December 4, 2024

Corey Broersma, PLA
Community Development Director
Holland Township
353 North 120th Avenue
Holland, MI 49424

RE: Hickorywoods Farm No. 6 – Final Plat Submittal
Holland Township, Ottawa County, MI

Enclosed, along with this cover letter, Nederveld is submitting the following items for final plat approval per Section 30-91 of the Holland Township Land Division Ordinance for Hickorywoods Farm No. 6 located in Holland Township, Ottawa County, MI:

- Final Plat (x16 copies)
- Financial Surety Calculation
- Letter of Credit
- Certified True Copy (x 2-One for your records)
- Township Fee (\$350 – ck# 86865)

We would appreciate review of the above-mentioned items with placement of this project on the agenda of the January 7, 2025, Planning Commission meeting.

Should you have any questions or need any additional information, please do not hesitate to contact me at (616) 575-5190 or via email at jdepoy@nederveld.com.

Sincerely,

Jon DePoy
Project Manager

Enclosures

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HOLLAND TWP.



Hickorywoods Farm No. 6 Plat, Holland Charter Township
Financial Surety Explanation
Remaining Plat Development Items as of September 30, 2024

Remaining Items	Quantity	Unit	Unit Price	Amount Remaining
1. Two courses of asphalt	5,673	Sq. Yd.	\$ 20.00	\$ 113,460.00
2. 6" Compacted aggregate base MDOT-22A (C.I.P)	6,175	Sq. Yd.	\$ 7.50	\$ 46,312.50
3. 15" MDOT Class II sand subbase (C.I.P)	2,058	Cu. Yd.	\$ 17.25	\$ 35,506.25
4. Concrete rolled curb and gutter	391	L.F.	\$ 32.00	\$ 12,512.00
5. Wooden guard posts	7	Each	\$ 250.00	\$ 1,750.00
6. Final Site Stabilization (seeding)	8.9	Acres	\$ 1,250.00	\$ 11,125.00
7. Utility company conduits	1,200	L.F.	\$ 22.00	\$ 26,400.00
8. Respread topsoil in disturbed areas	2,585	Cu. Yd.	\$ 3.45	\$ 8,918.25
Sub-Total of Remaining Work Items				\$ 255,984.00
Contingency (20% of Subtotal)				\$ 51,196.80
Letter of Credit Grand Total				\$ 307,180.80

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IRREVOCABLE LETTER OF CREDIT

Borrower: DeYoung Developments LLC
Edwin L. DeYoung
PO Box 155
Hudsonville, MI 49426-0155

Lender: Macatawa Bank
Hudsonville Branch
10753 Macatawa Drive
Holland, MI 49424

Beneficiary:
Ottawa County Road Commission
14110 Lakeshore Drive
Grand Haven, MI 49417

Ottawa County Water Resources Commissioner's Office
12220 Fillmore Street, Room 141
West Olive, MI 49460

Holland Charter Township
353 N. 120th Avenue
Holland, MI 49424

LETTER NO.: 1064

EXPIRATION DATE. This Letter of Credit initially expires upon the close of business on October 15, 2025 ("Expiration Date"). It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year period(s) from the Expiration Date hereof, or any future Expiration Date, unless agreed upon by Ottawa County Road Commission and Macatawa Bank not to consider the Letter of Credit renewed any such additional period.

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Fifty One Thousand & 00/100 Dollars (\$351,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Each draft must be accompanied by an original Beneficiary statement, purportedly signed by an authorized representative of the Beneficiary, and including the following statement:

"DeYoung Developments LLC has failed to satisfactorily complete their obligations on the Hickory Wood Farms Phase 6 in Holland, MI according to County/Township specifications."

Any Beneficiary or combination of Beneficiaries, acting individually or collectively, may draw on this Letter of Credit in full or part, and any action taken by any or all Beneficiaries hereunder shall bind each of them.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any non-application or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER MACATAWA BANK IRREVOCABLE LETTER OF CREDIT NO. 1064 DATED October 15, 2024," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted herein; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

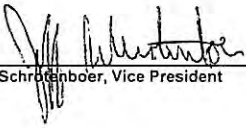
NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Michigan without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 1998 Revision of the International Standby Practices of the International Chamber of Commerce, ICC Publication No. 590 (the "ISP"). This Agreement has been accepted by Lender in the State of Michigan.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: October 15, 2024

LENDER:
MACATAWA BANK

By: 
Jeff Schroyenboer, Vice President

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HOLLAND TWP.

ENDORSEMENT OF DRAFTS DRAWN:

Date

Negotiated By

Amount
In Words

Amount
In Figures

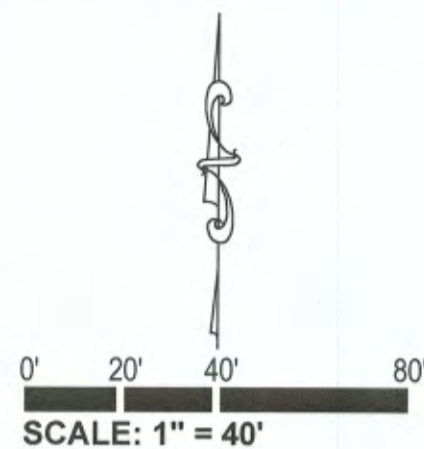
HICKORYWOODS FARM NO. 6

PART OF THE NW 1/4 OF SECTION 10, T5N, R15W
HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN

SHEET INDEX

NO SCALE

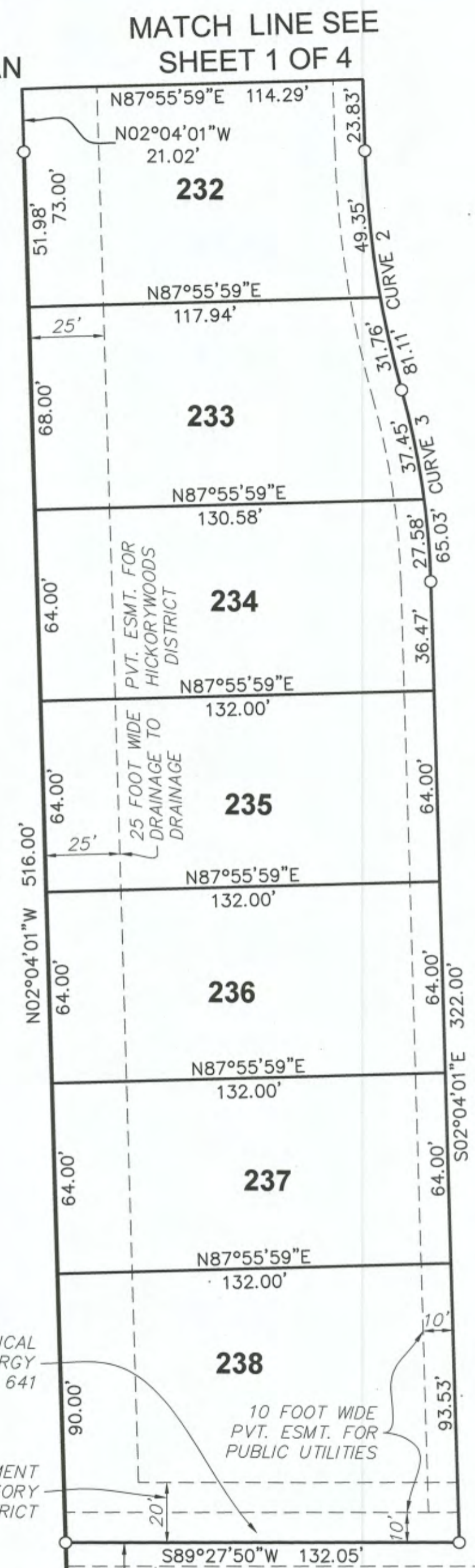
220	257	221	256	222	255	223	254	SHEET 1
224	253	225	252	226	251	227	250	
228	249	229	248	230	247	231	246	SHEET 2
232	245	233	244	234	243	235	242	
236	241	237	240	238	239			



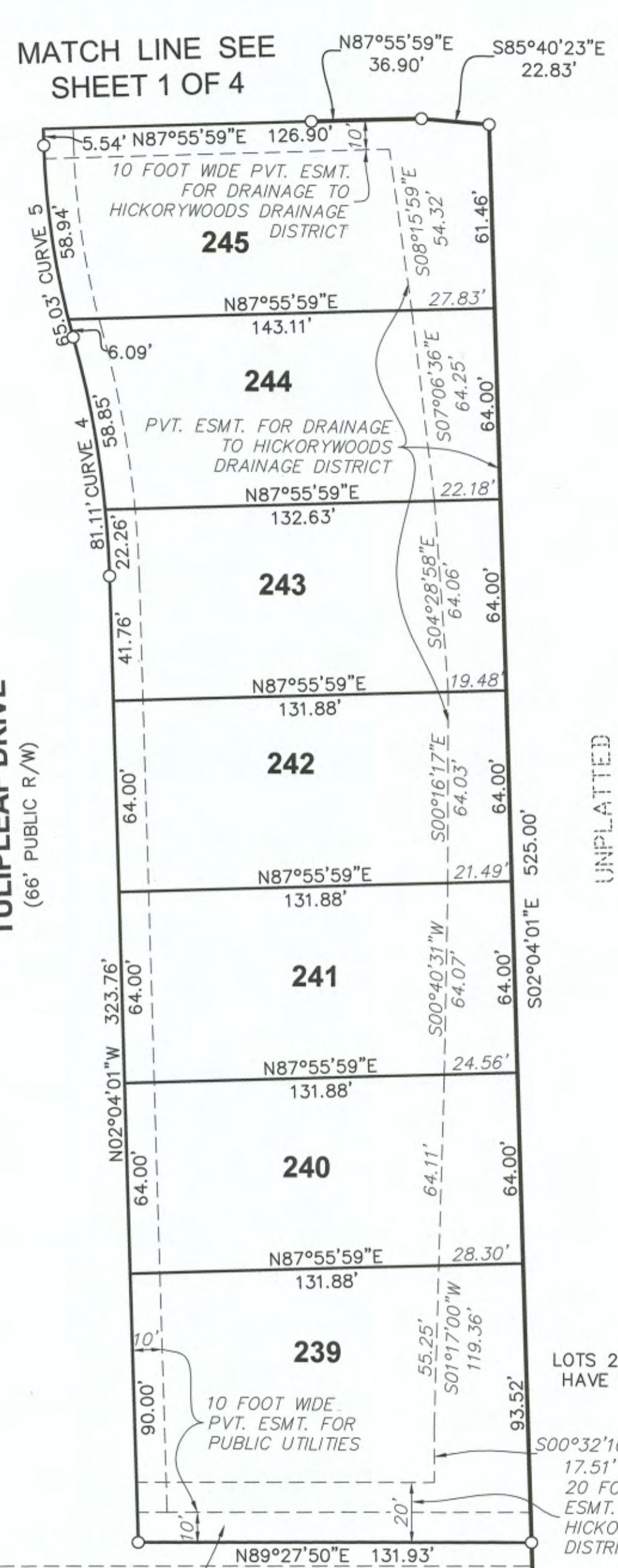
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	81.11'	333.00'	13°57'21"	S09°02'42"E	80.91'
C3	65.03'	267.00'	13°57'21"	N09°02'42"W	64.87'
C4	81.11'	333.00'	13°57'21"	N09°02'42"W	80.91'
C5	65.03'	267.00'	13°57'21"	S09°02'42"E	64.87'

UNPLATTED



TULIPLEAF DRIVE
(66' PUBLIC R/W)



UNPLATTED

LEGEND

ALL DIMENSIONS ARE IN FEET.
CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.
SET CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH LONG ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS (O).

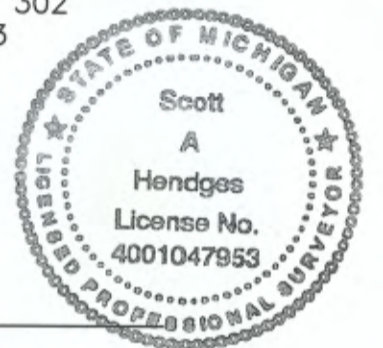
ALL LOT MARKERS ARE 1/2 INCH STEEL BARS, 18 INCHES IN LENGTH WITH A SURVEY CAP LABELED NED 47953.
PLAT BEARINGS WERE ESTABLISHED FROM THE BEARINGS ON "HICKORYWOODS FARM" AS RECORDED IN LIBER 42 OF PLATS, PAGES 78-80.

(R) = RADIAL. LINES NOT MARKED ARE NON-RADIAL.
FOUND CONCRETE MONUMENTS CONSISTING OF A STEEL BAR 1/2 INCH IN DIAMETER ENCASED IN 4 INCH DIAMETER CONCRETE AT ALL POINTS INDICATED AS (●)

RESTRICTION NOTE

THIS PLAT IS SUBJECT TO THE RESTRICTIONS AS REQUIRED BY 1967 PA 288, MCL 560.101-293, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE OTTAWA COUNTY WATER RESOURCES COMMISSION AS RECORDED IN INSTRUMENT NO. _____, AS PER RECORDS OF THIS COUNTY.

NEDERVELD, INC.
ENGINEERING - LAND PLANNING - SURVEYING
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503



Scott A. Hendges
SCOTT A. HENDGES
PROFESSIONAL SURVEYOR NO. 4001047953



LOCATION MAP

NOT TO SCALE

LOTS 238 & 239 SHALL NOT HAVE ACCESS TO GREENLY STREET

W 1/4 CORNER SECTION 10, T5N, R15W OTTAWA COUNTY LCRC REMON LIBER 1, PAGE 104

POINT OF COMMENCEMENT

POINT OF BEGINNING
9 FOOT WIDE ESMT. FOR NON-MOTORIZED AND MULTI-USE PATHWAY TO THE CHARTER TOWNSHIP OF HOLLAND RECORDED IN INST. NO. 2022-0038552

GREENLY STREET

CENTER OF SECTION 10, T5N, R15W OTTAWA COUNTY LCRC REMON LIBER 6, PAGE 527

10 FOOT WIDE EASEMENT FOR ELECTRICAL PURPOSES TO CONSUMERS ENERGY RECORDED IN LIBER 4276, PAGE 641

GREENLY STREET

54 | 55 | 56 | 57
COUNTRY CORNERS ESTATES WEST NO. 2 (PER LIBER 42, PAGE 289)

UNPLATTED

NORTH-SOUTH 1/4 LINE, SEC. 10
N02°04'01"W

HICKORYWOODS FARM NO. 6

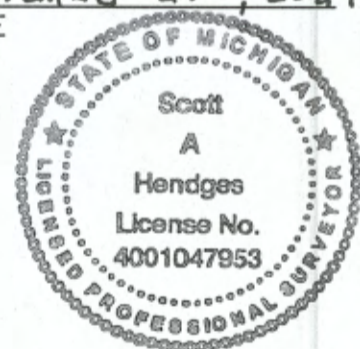
PART OF THE NW 1/4 OF SECTION 10, T5N, R15W
HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

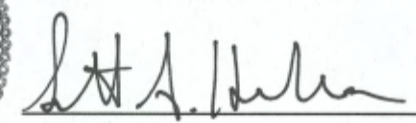
I, SCOTT A. HENDGES, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS:
PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS:
COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE N89°27'50"E 2059.87 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE
POINT OF BEGINNING, SAID POINT BEING S89°27'50"W 591.00 FEET ALONG THE EAST-WEST 1/4 LINE FROM THE CENTER OF SAID SECTION 10; THENCE
N02°04'01"W 516.00 FEET PARALLEL WITH THE NORTH-SOUTH 1/4 LINE OF SAID SECTION; THENCE S89°27'50"W 300.00 FEET TO THE NORTHEAST CORNER OF
LOT 41, HICKORYWOODS FARM, ACCORDING TO THE PLAT, AS RECORDED IN LIBER 42 OF PLATS, PAGES 78-80, OTTAWA COUNTY RECORDS; THENCE
N79°01'28"W 101.95 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 41; THENCE N02°04'01"W 529.62 FEET ALONG THE EASTERLY LINE OF LOTS 33
THROUGH 40 INCLUDED OF SAID PLAT AND THE EASTERLY LINE OF LOT 127, HICKORYWOODS FARM NO. 3, ACCORDING TO THE PLAT, AS RECORDED IN
INSTRUMENT NO. 2016-0018685, OTTAWA COUNTY RECORDS TO THE SOUTHWEST CORNER OF LOT 203, HICKORYWOODS FARM NO. 5, ACCORDING TO THE PLAT,
AS RECORDED IN INSTRUMENT NO. 2022-0001467; THENCE N87°55'59"E 132.00 FEET; THENCE N59°19'46"E 75.17 FEET; THENCE N87°55'59"E 132.00 FEET
(PREVIOUS 3 COURSES BEING ALONG THE SOUTHERLY LINE OF SAID HICKORYWOODS FARM NO. 5) TO THE SOUTHEAST CORNER OF LOT 204 OF SAID
HICKORYWOODS FARM NO. 5; THENCE S02°04'01"E 256.00 FEET; THENCE S89°58'14"E 94.00 FEET; THENCE N87°55'59"E 256.00 FEET; THENCE S02°04'01"E
198.00 FEET; THENCE S87°55'59"W 10.44 FEET; THENCE S02°04'01"E 136.46 FEET; THENCE N87°55'59"E 36.90 FEET; THENCE S85°40'23"E 22.83 FEET;
THENCE S02°04'01"E 525.00 FEET; THENCE S89°27'50"W 330.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION TO THE POINT OF BEGINNING.
CONTAINS 10.93 ACRES. CONTAINS 38 LOTS.
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND. THAT SUCH PLAT IS A CORRECT
REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT. THAT THE REQUIRED MONUMENTS AND LOT
MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT. THAT THE
ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT. THAT THE BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE
ACT AND AS EXPLAINED IN THE LEGEND.

November 21st, 2024

DATE



NEDERVELD, INC.
ENGINEERING - LAND PLANNING - SURVEYING
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503


SCOTT A. HENDGES
PROFESSIONAL SURVEYOR NO. 4001047953


GREGORY RAAD
TREASURER

HICKORYWOODS FARM NO. 6

PART OF THE NW 1/4 OF SECTION 10, T5N, R15W
HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE 5 YEARS PRECEDING _____, 20____, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

CHERYL CLARK, COUNTY TREASURER
OTTAWA COUNTY

COUNTY ROAD COMMISSION CERTIFICATE

APPROVED ON _____, 20____, AS COMPLYING WITH 1967 PA 288, MCL 560.183 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF COUNTY ROAD COMMISSIONERS OF OTTAWA COUNTY.

DATE

JIM MIEDEMA, CHAIRMAN

KURT VAN KOEVERING, VICE-CHAIRMAN

BETTY GAJEWSKI, MEMBER

JOHN FIELD REICHARDT, MEMBER

FRANCISCO GARCIA, MEMBER

PROPRIETOR'S CERTIFICATE

DEYOUNG DEVELOPMENTS LLC, 3170 CHICAGO DRIVE, HUDSONVILLE, MI, 49426, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN, BY EDWIN L. DEYOUNG, TRUSTEE OF THE EDWIN L. DEYOUNG TRUST, MEMBER, AS PROPRIETOR, HAS CAUSED THE LAND DESCRIBED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT. THAT THE STREETS ARE DEDICATED TO THE USE OF THE PUBLIC. THAT ALL PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS AND THAT ALL OTHER EASEMENTS ARE FOR THE USES SHOWN ON THE PLAT. LOTS 238 & 239 SHALL NOT HAVE ACCESS TO GREENLY STREET.

DEYOUNG DEVELOPMENTS, LLC
LIMITED LIABILITY COMPANY (NO. 801273756)
P.O. BOX 155
3170 CHICAGO DRIVE, HUDSONVILLE, MI 49426
FILED APRIL 7, 2004

Edwin L. DeYoung

THE EDWIN L. DEYOUNG TRUST, MEMBER
RECORDED IN LIBER 4879, PAGE 878
OTTAWA COUNTY RECORDS
EDWIN L. DEYOUNG, TRUSTEE

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON _____, 20____, AS COMPLYING WITH 1967 PA 288, MCL 560.192 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF OTTAWA.

DATE

JOE BUSH, WATER RESOURCES
COMMISSIONER OTTAWA COUNTY

MUNICIPAL CERTIFICATE

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF HOLLAND CHARTER TOWNSHIP AT A MEETING HELD _____, 20____, AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH 1967 PA 288, MCL 560.101 TO 560.293. THAT PUBLIC WATER AND PUBLIC SANITARY SEWER SERVICES HAVE BEEN INSTALLED AND ARE READY FOR CONNECTION. THAT THE TOWNSHIP HAS ADOPTED A SUBDIVISION CONTROL ORDINANCE. THAT THE TOWNSHIP WAIVES THE MINIMUM LOT SIZE REQUIREMENTS. SURETY HAS BEEN POSTED FOR ONE YEAR FOR THE PLACEMENT OF LOT CORNER MARKERS AND CONCRETE MONUMENTS.

DATE

MICHAEL DALMAN, CLERK

ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF OTTAWA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF November, 2004, BY EDWIN L. DEYOUNG, TRUSTEE OF THE EDWIN L. DEYOUNG TRUST, MEMBER OF THE DEYOUNG DEVELOPMENTS LLC, A MICHIGAN LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

Jared Hilbrand

Jared Hilbrand NOTARY PUBLIC,
Ottawa COUNTY, MICHIGAN
MY COMMISSION EXPIRES: 10-16-2009
ACTING IN Ottawa COUNTY

JARED HILBRAND
Notary Public, State of Michigan
County of Ottawa
My Commission Expires 10-16-29
Acting in the County of Ottawa

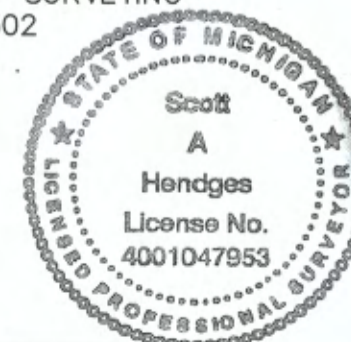
RECORDING CERTIFICATE

STATE OF MICHIGAN
OTTAWA COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE _____ DAY OF _____, 20____, AT _____ M., AND RECORDED IN INSTRUMENT NUMBER _____

JUSTIN F. ROEBUCK - REGISTER OF DEEDS

NEDERVELD, INC.
ENGINEERING - LAND PLANNING - SURVEYING
217 GRANDVILLE AVENUE, SUITE 302
GRAND RAPIDS, MICHIGAN 49503



Scott A. Hendges

SCOTT A. HENDGES
PROFESSIONAL SURVEYOR NO. 4001047953

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE OTTAWA COUNTY PLAT BOARD ON _____, 20____, AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF 1967 PA 288, MCL 560.101 TO 560.293, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

JUSTIN F. ROEBUCK
COUNTY CLERK/REGISTER OF DEEDS

JOE MOSS, CHAIRPERSON

CHERYL CLARK, COUNTY TREASURER