

CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement (“Agreement”) is between **Holland Charter Township**, a Michigan township, at 353 North Holland, Holland, MI 49424 (the “Township”) and **MSA Lakeshore, LLC**, 12429 Ransom Street, Holland, Michigan 49424 (the “Owner”).

This Agreement is based upon the following facts.

A. The Township has adopted the Holland Charter Township Zoning Ordinance (the “Zoning Ordinance”), which includes the Holland Charter Township Zoning Map (the “Zoning Map”).

B. The Owner owns the property commonly known as 12429 Ransom Street, in the Township, Parcel Number 70-16-04-100-008, the legal description of which is as follows:

E 10 ACRES OF SE 1/4 OF NW FRL 1/4 SEC 4 T5N R15W 10 A

C. The Parcel is included in the AG Agricultural Zoning District of the Zoning Map.

D. The Parcel is approximately 10 acres in area.

E. The Owner has asked that the Parcel be rezoned to the C-2 Community Commercial Zoning District of the Zoning Map.

F. Under Public Act 110 of the Public Acts of 2006, a landowner may voluntarily offer in writing, and a township may approve, certain conditions which attach to a rezoning of property in that township.

G. The Owner has submitted a voluntary offer, November 14, 2024, to engage in contract zoning under Act 110.

THEREFORE, the parties agree as follows.

Section 1. Rezoning of the Property. The Township has adopted a Zoning Map Amendment Ordinance (the “Amendment Ordinance”), rezoning the Parcel from the AG Zoning District to the C-2 Zoning District, contingent on this Agreement taking effect. This Agreement is contingent upon the Amendment Ordinance taking effect and remaining valid.

Section 2. Conditions of Rezoning. Rezoning the Parcel to the C-2 Zoning District shall be conditioned upon the Owner, and any subsequent owners of the Parcel, only being

Draft Date
12/31/2024

permitted to use the Parcel for commercial recreation facilities, indoor or outdoor, as described in the owner's November 14, 2024 offer.

Section 3. Township Findings. The Township finds that as long as the conditions in Section 2 are satisfied, rezoning the Parcel to the C-2 Zoning District is appropriate. Specifically, the Township finds that the Parcel as it will be used will be consistent with surrounding property; as rezoned, the Parcel is most suitable to being used as proposed by the Owner; rezoning the Parcel should not negatively affect surrounding property values; the infrastructure is adequate for the Parcel as rezoned; the Parcel as it will be used would be consistent with the general trend of future building and population growth; and the Parcel as it will be used will be consistent with the purposes of the Township's Master Plan.

Section 4. Compliance. The usage of the Parcel pursuant to this Agreement shall be subject to compliance with all Federal, State, County, and Township laws and ordinances.

Section 5. Binding Nature of This Agreement. The Owner acknowledges that this Agreement will run with the Parcel and will be binding upon successor owners of the Parcel.

Section 6. Recording of This Agreement. The Township and the Owner acknowledge that this Agreement shall be recorded by the Township with the Ottawa County Register of Deeds.

Section 7. Violation of This Agreement by the Owner. If the Owner violates any provision of this Agreement, that violation shall constitute a violation of the Zoning Ordinance and shall be subject to legal enforcement action and judicial abatement action as provided by law.

Section 8. Acknowledgment by the Owner. The Owner acknowledges that no permit or approval shall be granted under the Zoning Ordinance for any use or development that is contrary to this Agreement.

Section 9. Reversion of Zoning. In the event there is any use of the Parcel in violation of Section 2, the Township may reconsider rezoning the Parcel back to the AG Zoning District, or any other zoning district. The reconsideration of rezoning shall be initiated by the Township Board, which shall request that the Planning Commission hold a public hearing on the rezoning of the Parcel and make a recommendation to the Township Board. The procedure for considering and accomplishing this rezoning shall be the same as applies to all other rezoning requests.

Section 10. Subsequent Rezoning of the Parcel. If all or any portion of the Parcel is subsequently rezoned to a different zoning classification or to the C-2 Zoning District but subject to the terms of a different agreement or no agreement at all, the terms of this Agreement shall cease to be in effect for that portion of the Parcel. Upon the request of the owners of the Parcel at the time, the Township shall record with the Ottawa County Register of Deeds a notice that this Agreement is no longer in effect.

Section 11. Amendment of this Agreement. This Agreement may be amended in the same manner that the Parcel is rezoned to the C-2 Zoning District pursuant to the terms of this Agreement.

Section 12. Township's Right to Rezone. Nothing in this Agreement shall prohibit the Township from rezoning all or any portion of the Parcel to another zoning classification. Any such rezoning shall be conducted in compliance with the Zoning Ordinance and applicable law.

Section 13. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, members, assigns, and successors. All notices and other documents to be served or transmitted shall be in writing and addressed to the respective parties at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between parties, and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

HOLLAND CHARTER TOWNSHIP

By: _____
Its Supervisor

By: _____
Its Clerk

Dated: _____, 2025

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by the Supervisor and the Clerk of Holland Charter Township.

Name: _____
Notary Public, Ottawa County, Michigan
My Commission expires: _____
Acting in Ottawa County, Michigan

MSA LAKESHORE, LLC

By: Samuel Nichols
Its: Executive Director

Dated: 1 / 09 /, 2025

STATE OF MICHIGAN)
)ss
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 9th day of January 2025, by Samuel Nichols, the Executive Dir of the MSA Lakeshore, LLC.

Lisa A. Rice
Name: Lisa A. Rice
Notary Public, Ottawa County, Michigan
My Commission expires: 11/8/2027
Acting in Ottawa County, Michigan