

CITY OF MUSKEGON

CITY COMMISSION WORKSESSION

September 8, 2025 @ 5:30 PM

**MUSKEGON CITY COMMISSION CHAMBERS
933 TERRACE STREET, MUSKEGON, MI 49440**

CALL TO ORDER:

NEW BUSINESS:

**A. Fisherman's Landing/Third Street Wharf Lake Front Development
Manager's Office**

PUBLIC COMMENT:

ADJOURNMENT:

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE CITY OF MUSKEGON AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

To give comment on a live-streamed meeting the city will provide a call-in telephone number to the public to be able to call and give comment. For a public meeting that is not live-streamed, and which a citizen would like to watch and give comment, they must contact the City Clerk's Office with at least a two-business day notice. The participant will then receive a zoom link which will allow them to watch live and give comment. Contact information is below. For more details, please visit:

www.shorelinecity.com

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting with twenty-four (24) hours' notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or by calling the following:

Ann Marie Meisch, MMC. City Clerk. 933 Terrace St. Muskegon, MI 49440. (231)724-6705.
clerk@shorelinecity.com



Agenda Item Review Form

Muskegon City Commission

Commission Meeting Date: September 8, 2025	Title: Fisherman's Landing/Third Street Wharf Lake Front Development
Submitted by: Jonathan Seyferth, City Manager	Department: Manager's Office
Brief Summary: For several months, the City Manager and legal counsel have been working with Mart Dock on the potential transition of Fisherman's Landing Campground into a commercial port. Enclosed is a draft of the proposed agreement. Please note that the exhibits are not yet finalized, as staff would like commission feedback before investing resources in their preparation. Final consideration and potential adoption of this agreement is anticipated in November 2025.	
Detailed Summary & Background: Following our public engagement sessions in early 2025, staff continued discussions with the Mart Dock team regarding the potential long-term lease of the Fisherman's Landing campground and its redevelopment into an active port. Before the commission tonight is a draft development agreement that outlines how the arrangement would function. Key points include: <i>(Numbers/letters in parentheses refer to the relevant section and subsection of the agreement.)</i> <ul style="list-style-type: none">• The City would lease Fisherman's Landing to Mart Dock for 50 years, with an optional 40-year renewal. Mart Dock would also have the option to purchase the site after 2028. (2 (a))• The campground will remain in operation until the City closes on/acquires the conversion property (Verplank acreage). (2 (b))• The City would purchase 2.5 acres of the Third Street Wharf property, using a portion of the \$2.8 million state appropriation to cover costs. (3)• The City would agree to riparian restrictions at Third Street Wharf to safeguard docking (cruise ships) and launching activities. (3 (a)) Funding: <ul style="list-style-type: none">• The City will sponsor or co-sponsor with Mart Dock grants for port infrastructure at Fisherman's Landing (most likely Port Infrastructure Development grants). (6)• The City would be compensated for the Fisherman's Landing property and use those funds to acquire the Verplank property (with additional funding required to complete the purchase). (2 (d))	

- The \$2.8 million state enhancement grant (of which the City already holds one-quarter) would support: (5)
 - Acquisition and improvements to the City-acquired Third Street property
 - A minimum of 50%—or \$1 million, whichever is greater—for sewer relocation and preservation of the LST and Silversides
- If Mart Dock/the City secures a Port Infrastructure Development Grant and operations begin at Fisherman's Landing, Mart Dock must cease operations at Mart Dock Proper within five years (extendable one year at a time at the City Manager's discretion). (2 (g))
- A deed restriction would be placed on the Mart Dock Parcel, requiring commission approval to amend or remove. This restriction runs with the land and applies to current and future owners. (2 (h))
 - **Prohibited uses:** All port operations, including cargo handling, container storage, freight loading/unloading, and related logistics
 - **Permitted uses:**
 - Cruise ship operations and related activities
 - Boat storage, service, and repair (current allowable use under zoning via Special Land Use)
 - Marinas (by-right use under current zoning)
- Mart Dock Proper would be rezoned to Waterfront Industrial PUD (zoning ordinance attached), with final approval to occur alongside the agreement. (2 (e))
- Fisherman's Landing would also be rezoned to Waterfront Industrial PUD at the same time. This is not explicitly stated in the agreement because, as property owner, the City has sole authority to initiate the rezoning.

This summary highlights the main elements of the agreement. Staff will present additional details at Monday night's work session, providing context and connecting this draft to the earlier public engagement presentations.

Goal/Action Item:

2027 Goal 1: Destination Community & Quality of Life

Is this a repeat item?:

Explain what change has been made to justify bringing it back to Commission:

Amount Requested:

n/a

Budgeted Item:

Yes		No		N/A	X	
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Fund(s) or Account(s):

n/a

Budget Amendment Needed:

Yes		No		N/A	X	
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Recommended Motion:

none - discussion only

Approvals:

Immediate Division Head	X	
Information Technology		
Other Division Heads	X	
Communication	X	
Legal Review	X	

Name the Policy/Ordinance Followed:

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("**Agreement**") is made effective as of _____, 2025, between the City of Muskegon, a Michigan municipal corporation ("**City**"), and West Michigan Dock & Market Corporation, a Michigan corporation ("**WMD**"). City and WMD are sometimes individually referenced as a "**Party**" and collectively referenced as "**Parties**" in this Agreement.

RECITALS

A. City owns certain real property located in the City of Muskegon, commonly known as 501 E. Western Ave., Muskegon, MI 49442, more particularly described on **Exhibit A** attached to this Agreement, together with all the improvements, fixtures, easements, division rights, bonus division rights, re-division rights, hereditaments, and appurtenances associated with that real estate ("**Fisherman's Landing Property**").

B. WMD owns certain real property located in the City of Muskegon more particularly described in **Exhibit B** (Parcel No. 24-205-567-0002-00) ("**WMD Property**"). WMD engages in commercial port activities on the portion of the WMD Property commonly known as the Mart Dock, depicted on **Exhibit C** ("**Mart Dock Parcel**"). The balance of the WMD Property, known as the Third Street Wharf ("**TSW Parcel**") is more particularly depicted on **Exhibit D**.

C. The Parties seek to collaborate on a redevelopment project to enhance public access and use of the Muskegon Lake waterfront, historical preservation, and economic development of the Fisherman's Landing Property and WMD Property.

D. WMD desires to lease, with an option to purchase, the portion of the Fisherman's Landing Property set forth on **Exhibit E** ("**FL Campground Property**") and the City desires to purchase portion of the TSW Parcel depicted on **Exhibit F** ("**City Acquired Property**").

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Background.** The Parties agree that the Recitals set forth above are true and correct and are incorporated into the body of this Agreement. This Agreement serves as a global agreement with regards to the Parties' collaboration to enhance public access and use of the Muskegon Lake waterfront, historical preservation, and economic development of the Fisherman's Landing Property and WMD Property. The Parties acknowledge and agree that the agreements, obligations, and responsibilities described in paragraphs two through six are legally independent of one another, unless otherwise specified.

2. **FL Campground Lease Agreement.** Following the conclusion of the 2025 camping season or at a date as mutually agreed, but no later than January 1, 2026, the City shall lease to WMD the FL Campground Property ("**Campground Lease**") (attached as Exhibit G). The

City shall deliver the FL Campground Property to WMD in a substantially similar condition as it existed on the date of this Agreement, reasonable wear and tear excepted.

- (a) The Campground Lease shall be for a term of fifty (50) years, with one option to extend for an additional period of forty (40) years (the “**Campground Lease Term**”).
- (b) The Campground Lease shall require WMD to operate the FL Campground Property as a campground until the closing of the Conversion Property Purchase defined below in Section 4. WMD may terminate its obligation to operate the FL Campground Property as a campground upon thirty (30) days’ written notice to the City after the Conversion Property Purchase is closed. If the Conversion Property Purchase does not close, WMD shall operate the FL Campground Property as a campground for the Campground Lease Term per the conditions of the Campground Lease.
- (c) The Parties agree that the value of the FL Campground Property shall be determined by an independent, licensed appraiser mutually selected by the Parties, whose appraisal (“**FL Campground Appraisal**”) shall be conducted at the Parties' joint expense, with the cost allocated equally between the Parties. The appraiser selected shall be the same appraiser used to determine the value of the City Acquired Property (as defined below). The Parties' obligations under this Agreement and the Campground Lease will be contingent on the receipt of the FL Campground Appraisal that is satisfactory to each Party, in its sole discretion. If either Party deems the initial FL Campground Appraisal unsatisfactory, such Party shall notify the other in writing within thirty (30) days of receipt of such initial FL Campground Appraisal. Upon such notice, the Parties shall each select a second independent, licensed appraiser, and the two appraisers shall jointly appoint a third licensed appraiser. Each of the second and third appraisers shall independently appraise the FL Campground Property. The final appraised value shall be the average of the two appraisals provided by the second and third appraiser. The costs of the second and third appraisals shall be shared equally by the Parties. The final appraised value, as determined pursuant to this subsection (c), shall be final, binding, and conclusive on the Parties.
- (d) The Parties agree that the total rent for the entire Campground Lease Term (“**Campground Lease Payments**”) shall be paid in two installments. The first rent payment shall be equal to the value of the City Acquired Property and is due upon closing of the City Acquired Property or upon the Effective Date of the Campground Lease, whichever occurs later. The second rent payment shall be equal to the amount by which the value of the FL Campground Property exceeds the value of the City Acquired Property. The amount of the Campground Lease Payments shall be equal to the appraised value of the FL Campground Property set forth in the FL Campground Appraisal, as determined pursuant to Section 2(c) of this Agreement.

- (e) City agrees to act diligently and in good faith with WMD in connection with WMD's simultaneous application for rezoning of the Mart Dock Parcel to allow waterfront industrial port terminal uses on no more than 65% of the parcel.
- (f) Beginning on January 1, 2028, and continuing until the expiration of the Campground Lease Term, WMD may exercise an option to purchase, and acquire fee simple title through a quitclaim deed to the FL Campground Property from the City ("**WMD Option**"); provided, however, that the WMD Option shall not be exercisable unless and until both rent payments have been completed by WMD under the Campground Lease; and provided further that WMD may only exercise such WMD Option upon or after the City's closing on the purchase of the Conversion Property (as defined below), Neighboring Property (as defined below) or Alternative Property as the case may be. The Parties expressly intend that, upon WMD's exercise of the WMD Option pursuant to the terms set forth in the Campground Lease, the Campground Lease Payments shall constitute the economic consideration (i.e., the purchase price) for the WMD Option.
- (g) The Parties recognize that the port capacity at terminal to be located on the FL Campground Property ("**FL Terminal**") will be developed over a period of years, requiring substantial capital investment. Upon port operations commencing at FL Terminal, WMD will have five (5) years to vacate port operations at the Mart Dock Parcel, except that the City Manager may, at their sole and absolute discretion, annually grant additional one-year extensions to WMD (together the "**Mart Dock Vacation**").
- (h) Upon Mart Dock Vacation, WMD agrees to create a deed restriction on the property title of the Mart Dock Parcel, recorded in the public records (the "**Restriction**"). WMD will require the consent of the City to remove or modify the Restriction. The Restriction shall run with the land, binding all current and future owners, tenants, lessees, licensees, and occupiers of the property, and may be enforced by the City through legal means, including injunctive relief and monetary penalties. The Restriction shall prohibit any use of the Mart Dock Parcel for port operations of any kind, including but not limited to cargo handling, container storage, loading or unloading of freight, and related logistical support, except that the Mart Dock Parcel may be used as a port solely for the embarking and disembarking of cruise ship and other commercial excursion vessel passengers and associated cruise and excursion-related activities, and recreational boat storage, service, and repair. No other port-related uses shall be permitted under this exception. This exception shall in no way prohibit the development and operation of private or commercial marina services at the Mart Dock.
- (i) The Campground Lease shall be executed by the Parties simultaneously with the City Acquired Property Purchase Agreement.

3. **City Acquired Property Purchase Agreement.** The Parties agree to enter into a purchase agreement, in the form attached hereto as **Exhibit I**, whereby the City acquires fee simple ownership in, the City Acquired Property from WMD ("**City Acquired Property Purchase Agreement**").

(a) The Parties agree that the warranty deed from WMD to the City for the City Acquired Property will include a restriction that prohibits the City from using the area along the perimeter of the City Acquired Property bordering the Third Street Wharf and extending into the Third Street Wharf as depicted on **Exhibit J** ("**Restricted Riparian Area**"), in a manner that would impede or otherwise prohibit vessel docking and launching.

(b) The City acknowledges that the WMD Property is subject to a certain Declaration of Restrictive Covenant for a Restricted Nonresidential (MDEQ Reference No.: RC-RRD-201-18-041), which is recorded at Liber 4184, Page 454 of the Muskegon County Register of Deeds ("**Restrictive Covenant**"), attached for reference as **Exhibit K**. City understands that the Restrictive Covenant places restrictions and limitations on development of the WMD Property. The City has reviewed the Restrictive Covenant and is entering into this Agreement and the City Acquired Property Purchase Agreement with full knowledge of the restrictions and limitations imposed on development of the WMD Property.

(c) The Parties agree that the value of the City Acquired Property shall be determined by an independent, licensed appraiser mutually selected by the Parties, whose appraisal ("**City Acquired Property Appraisal**") shall be conducted at the Parties' joint expense, with the cost allocated equally between the Parties. The appraiser selected shall be the same appraiser used to determine the value of the FL Campground Property, as described in Section 2(c), above. The Parties' obligations under this Agreement will be contingent on the receipt of the City Acquired Property Appraisal that is satisfactory to each Party, in its sole discretion. If either Party deems the initial City Acquired Property Appraisal unsatisfactory, such Party shall notify the other in writing within thirty (30) days of receipt of the initial City Acquired Property Appraisal. Upon such notice, the Parties shall each select a second independent, licensed appraiser, and the two appraisers shall jointly appoint a third licensed appraiser. Each of the second and third appraisers shall independently appraise the City Acquired Property. The final appraised value shall be the average of the two appraisals provided by the second and third appraiser. The costs of the second and third appraisals shall be shared equally by the Parties. The final appraised value, as determined pursuant to this subsection (c), shall be final, binding, and conclusive on the Parties.

(d) The City Acquired Property Purchase Agreement shall be executed by the Parties simultaneously with the Campground Lease.

4. **Conversion Property Purchase.** In connection with the Campground Lease and City Acquired Property Purchase Agreement, the City desires to enter into a real estate purchase

agreement with the current or subsequent owner of the Conversion Property ("**Conversion Property Owner**") to purchase an estimated 25-acre portion of the Neighboring Property (as defined below) located at 205 E. Western Avenue, Muskegon, MI 49442 (the "**Conversion Property**"). The City may, in its sole discretion select an alternate property to satisfy this condition, but there shall be no obligation to do so (the "**Alternate Property**"). City intends to use the proceeds from the Campground Lease to purchase the Conversion Property or Alternate Property. The Conversion Property or Alternate Property must be similar in kind, nature, and value to the FL Campground Property. It is the City's intent to acquire the Conversion Property to develop the parcel into a City of Muskegon park for the public's use and benefit.

If WMD enters an option to purchase in fee simple ("**Option**," attached as **Exhibit L**) the approximately 57 acres of the neighboring real estate on the terms identified in Exhibit L from the then-current owner ("**Neighboring Property**"), WMD shall have the right, exercisable in its sole discretion, to assign the Option to the City to purchase the Neighboring Property pursuant to the terms of the Option (the "**Put Option**," attached as **Exhibit M**). Upon WMD's exercise of the Put Option, the City shall be obligated to purchase the Neighboring Property at a purchase price equal to the amount set forth in the Option. At the closing of such sale, WMD shall provide the funds to the City for that portion of the purchase price allocable to the 32 acres of the Neighboring Property that will be utilized by WMD, as determined by the Parties ("**Additional Leased Parcel**"), with such allocation to be calculated on a pro rata per-acre basis. Further, WMD shall have the right, exercisable in its sole discretion, to elect to have the Additional Leased Parcel added to the FL Campground Lease, pursuant to the terms set forth in the FL Campground Lease. If any or all of the Additional Leased Property is leased, owned or otherwise conveyed to the City in a transaction other than the Put Option described above, WMD may lease, purchase or take conveyance of that property from the City at the same price paid by the City calculated on a pro rata per acre basis. Closing of the transaction shall occur within one year of the property's conveyance to the City.

5. **Utilization of Grant Funds for TSW Parcel Improvements.** The City commits to utilizing its \$2,800,000 Michigan Enhancement Grant from the State of Michigan (the "**Grant Funds**") in or around the TSW Property with use of such Grant Funds including, but are not limited to rerouting applicable sewer lines, the acquisition and improvement of the City Acquired Property, and for the relocation and display of the USS LST 393 ("**LST Vessel**"). City agrees that fifty percent (50%) of any Grant Funds actually received shall be utilized for the rerouting applicable sewer lines and for the relocation and display of USS LST 393 (the "**LST Allocation**"), provided that the first One Million Dollars (\$1,000,000) of any Grant Funds actually received be used for the LST Allocation (the "**Priority Allocation**"). Notwithstanding the foregoing, any Grant Funds expended by the City in connection with the acquisition of the City Acquired Property shall be excluded from the calculation of the Priority Allocation threshold, such that the Priority Allocation amount shall begin to be counted only after the City has finalized the acquisition cost following the completion of the City Acquired Property purchase. The LST Allocation may be used for relocation and display of any other vessel which might relocate in or around TSW property, subject to the Parties' mutual agreement.

6. **Financial Incentives & Grants.** The City shall sponsor, co-sponsor, or, upon mutual agreement allow an alternative sponsor for, WMD's application for grants to assist with

port infrastructure development at the FL Campground Property. The Parties shall also cooperate in applying for any grant programs, as mutually agreed upon by the Parties.

7. **Representations and Warranties of City.** City represents and warrants to WMD as follows:

(a) *Organization and Powers.* City is a Michigan municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Michigan. City has all requisite corporate power and authority to enter into this Agreement and to carry out and perform all of its covenants and agreements contained herein-.

(b) *Authorization.* The execution, delivery, and performance of this Agreement by City has been duly authorized by all necessary action, pursuant to resolution passed by the City Commission.

(c) *No Conflict.* The execution, delivery and performance by City of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it or its ordinances, or any order, judgment or decree of any court or other agency of government binding on it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligation, subject to the Encumbrances noted above.

(d) *Governmental Consents.* The execution, delivery and performance by City of this Agreement and consummation of the transactions contemplated hereby may require any registration with consent or approval of or notice to, or other action to, with or by, federal, state or other governmental authority, judicial or regulatory body.

(e) *Binding Obligation.* This Agreement, when executed and delivered by the Parties, will be a legally valid and binding obligation of City, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, by general principles of equity, and subject to the Encumbrances noted above.

8. **Representations and Warranties of WMD.** WMD represents and warrants to City as follows:

(a) *Organization and Powers.* WMD is a Michigan corporation, duly organized, validly existing, and in good standing under the laws of the State of Michigan. WMD has all requisite corporate power and authority to enter into this Agreement and to carry out and perform all of its covenants and agreements contained herein.

(b) *No Conflict.* The execution, delivery and performance by WMD of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it; or (ii) conflict with, result in a breach of

or constitute (with due notice or lapse of time or both) a default under any of its contractual obligations.

(c) *Binding Obligations.* The execution, delivery and performance by WMD of this Agreement and consummation of the transactions contemplated hereby do not and will not: (i) violate any provisions of law applicable to it, or any order, judgment or decree of any court or other agency of government binding on it; or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its contractual obligation.

9. **Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by united states first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail. Notices shall be sent to the Parties as follows:

To City: City of Muskegon
933 Terrace Street
Muskegon, MI 49440
Attn: Jonathan Seyferth, City Manager
Email: jonathan@shorelinecity.com

w/ copy to: Parmenter Law
601 Terrace St.
Muskegon, MI 49440
Attn: Muskegon City Attorney

To WMD: West Michigan Dock & Market Corporation
560 Mart St.
Muskegon, MI 49440
Attn: Max McKee, President
Email: MMcKee@sandproductscorp.com

w/ copy to: Warner Norcross + Judd LLP
150 Ottawa Avenue NW, Suite 1500
Grand Rapids, MI 49503
Attn: Rob Davies
Email: rdavies@wnj.com

10. **Recording.** This Agreement shall not be recorded; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or "short form" of this Agreement for the purposes of recordation.

11. **Non-Binding Arbitration Prior to Litigation.** Any dispute or matter arising in connection with or relating to this Agreement shall first be submitted to non-binding arbitration before either party may initiate a proceeding in Circuit Court.. The non-binding arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to the facts, and shall not be consolidated in any non-binding arbitration or other proceeding with any claim or controversy of any other party. Participation in the non-binding arbitration process shall be a condition precedent to the filing of any legal action in Circuit Court. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Muskegon County, Michigan.

12. **General Provisions.**

(a) **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Michigan. The Parties agree that for purposes of any dispute in connection with this Agreement.

(b) **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any other agreements, written or oral, that may have been made by and between the Parties with respect to the subject matter of this Agreement. All contemporaneous or prior negotiations and representations have been merged into this Agreement.

(c) **Amendment.** This Agreement shall not be modified or amended except in a subsequent writing signed by all Parties.

(d) **Binding Effect.** This Agreement shall be binding upon and enforceable by the Parties and their respective legal representatives, permitted successors, and assigns.

(e) **Counterparts; Fax or Electronic Signatures.** This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts which includes all signatories, shall be deemed to be one original document. Electronic or fax copies of the signed Agreement shall constitute a valid, enforceable agreement.

(f) **Full Execution.** This Agreement requires the signature of all Parties. Until fully executed, on a single copy or in counterparts, this Agreement is of no binding force or effect and if not fully executed, this Agreement is void. This Agreement shall become effective on the date when signed by all of the Parties as shown below (“Effective Date”). If the date for closing, for the delivery of a document, or for giving of a notice, falls on a Saturday, Sunday or bank holiday, then it shall be automatically deferred to the next day that is not a Saturday, Sunday or bank holiday.

(g) **Non-Waiver.** No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of any other provision of this Agreement.

(h) Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected.

(i) No Reliance. Each party acknowledges that it has had full opportunity to consult with legal and financial advisors as it has been deemed necessary or advisable in connection with its decision to knowingly enter into this Agreement. Neither party has executed this Agreement in reliance on any representations, warranties, or statements made by the other party other than those expressly set forth in this Agreement.

(j) Assignment or Delegation. Neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express or prior written approval of the other party, which approval shall not be unreasonably withheld, delayed, or conditioned.

[Remainder of page intentionally left blank].

The Parties have executed this Agreement on the date set forth below.

City – City of Muskegon

WMD – West Michigan Dock & Market Corporation

By: _____
Name: Kenneth Johnson
Title: Mayor
Date: _____, 2025

By: _____
Name: Max B. McKee
Title: President
Date: _____, 2025

By: _____
Name: Ann Meisch
Title: City Clerk
Date: _____, 2025

Exhibit A

Fisherman's Landing Property Legal Description

[Insert]

Exhibit B

WMD Property Legal Description

[Insert]

Exhibit C

Mart Dock Parcel

[Insert]

Exhibit D

Third Street Wharf (TSW) Parcel

[Insert]

Exhibit E

FL Campground Property

[Insert]

Exhibit F

City Acquired Property

[Insert]

Exhibit G

Form of Campground Lease

[Insert]

Exhibit L

Put Option Terms

- 57-acre Neighboring Property purchase price \$5,000,000.00 (five million dollars)
- Earnest money \$200,000.00 (two hundred thousand dollars) paid to Neighboring Property owner by WMD to be credited towards the amount of purchase price owed by WMD at closing
- WMD shall pay pro-rata for 32/57ths of the property at closing
- City shall pay for 25/57ths of the property at closing
- City and WMD shall delineate 32-acres of non-waterfront contiguous upland property most suitable for industrial port operations
- City shall retain all waterfront acres and wetland/natural bottomland acres within the remaining 25-acres
- WMD may elect to have City retain ownership of the 57-acre parcel and roll the 32-acre parcel into the Campground Lease, OR, WMD may elect to own and/or have a party other than the City own the 32-acre parcel.



MARK F. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 1 of 13
Muskegon County Michigan 03/27/2019 09:43 AM
044 5650152



DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL REMEDIAL ACTION

MDEQ Reference No.: RC-RRD-201-18-041

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Muskegon County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Property located at 560 Mart Street, Muskegon, Michigan. Portion of Property Tax ID Number 61-244-205-567-0002-00, owned by West Michigan Dock & Market Corporation (WDMC) and legally described in Exhibit 1 attached hereto ("Property"). Exhibit 1 also includes a survey of the Property.

The Property is part of the larger MichCon/Lakey Foundry Facility Site ("Facility"). Site # 61000027, for which Michigan Consolidated Gas Company ("MichCon") (now DTE Gas Company (DTE Gas)) has submitted a No Further Action (NFA) Report to the Michigan Department of Environmental Quality ("MDEQ") that includes nonresidential land use-based criteria as defined and set forth in Section 20120a of Part 201 of the Natural Resources and Environmental Protection Act ("NREPA"), 1994 PA 451, as amended, MCL 324.20101 et seq., for the environmental remediation associated with the Facility.

Working with the MDEQ, DTE Gas has performed environmental response activities by installing a Hydraulic Control System (Remedy) on the Property to address groundwater venting from the Facility to Muskegon Lake above applicable Part 201 criteria. The Remedy includes the continuing operation of the Hydraulic Control System as detailed in the NFA Report.

The Access Settlement Agreement, dated June 18, 2004, between MichCon (now DTE Gas) and WDMC. ("Agreement"), required the recording of this Restrictive Covenant with the Muskegon County Register of Deeds, which: 1) restricts unacceptable exposures to hazardous substances located on the Property; 2) assures that the use of Property is consistent with the exposure assumptions utilized in the development of nonresidential criteria pursuant to Section 20120a of the NREPA; and 3) prevents damage or disturbance of any element of the Remedy constructed on the Property. The restrictions contained in this Restrictive Covenant are based upon information available at the time it was filed. Failure of the Remedy to achieve and maintain the criteria pursuant to Sections 20120 of the NREPA; future changes in the environmental condition of the Property or changes in the nonresidential criteria developed under Sections 20120a of the NREPA;

the discovery of environmental conditions at the Property that were not accounted for at the time this Restrictive Covenant was filed; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

As part of approving the Remedy or NFA Report, the MDEQ may require that this Restrictive Covenant be amended. In such case, Owner agrees to record an amended restrictive covenant if necessary to accommodate the Remedy or NFA Report within 21 days after MDEQ approval of such amended restrictive covenant.

Exhibit 1 provides a survey of the Property that is subject to the land use or resource use restrictions specified herein.

Summary of Response Activities and Environmental Contamination

Soil and/or groundwater at the Property are contaminated primarily with benzene, ethylbenzene, xylenes, 1,2,4-trimethylbenzene (TMB), 1,3,5-TMB, acenaphthene, benzo(a)pyrene, bis-2-ethylhexylphthalate, dibenzofuran, fluoranthene, fluorene, 2-methylnaphthalene, naphthalene, phenanthrene and pyrene along with a few metals and cyanide from historical industrial operations. Prior to the recording of this Restrictive Covenant, response activities have been undertaken to hydraulically control affected groundwater by the installation of a slurry wall and the installation and continuing operation of a groundwater capture system. Some hazardous substances remain present on the Property that require controls in the form of groundwater use restrictions and soil management restrictions to prevent unacceptable exposure.

Residual Dense Non-aqueous Phase Liquid (DNAPL), related to historic foundry operations were properly characterized and assessed, and will remain in place at the Property. The DNAPL exists below the ground surface at a depth of approximately 20 to 30 feet below ground surface and is located within the eastern portion of the Property approximately where shown on Exhibit 3. The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances for the entire Property as a result of the conditions created by the presence of the DNAPL, soil and/or groundwater contaminant concentrations that exceed the unrestricted nonresidential criteria under Section 20120a of the NREPA.

DTE Gas constructed, is and will maintain, operate, implement and monitor the Remedy, as defined herein, at the Property to address groundwater venting from the Facility to Muskegon Lake above applicable Part 201 criteria.

Areas of the Property described in Exhibit 1 contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA that have not been addressed through the response activities undertaken at the Property at the time this Restrictive Covenant was filed.



Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

"Remedy" means construction, installation, maintenance, operation, implementation and monitoring of, and any investigation associated with: (a) a Hydraulic Control System as described in the NFA Report and (b) any other response activity required to be addressed under the NFA Report.

"Remedy" does not include any response activity on the Property caused by a new development by an Owner.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACRS R 299.5101 et seq., shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use or Resource Use Restrictions

Pursuant to Sections 20120a of NREPA and the Access Settlement Agreement, dated June 18, 2004, between MichCon (now DTE Gas) and West Michigan Dock and Market Corp. ("Agreement"), West Michigan Dock and Market Corp. (WMD), 560 Mart, Muskegon, MI 49440, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

1. The Owner acknowledges that areas contained within the boundary of the Property are known to contain hazardous substances in excess of the concentrations which satisfy the requirements of Section 20120a(1)(a) or (17) and have not been remediated as of the date of filing of this Restrictive Covenant.
2. The Owner shall prohibit all uses of the Property that are not compatible with the nonresidential land use category as defined in Section 20120a of Part 201 of NREPA, as amended, or other use that is not consistent with the assumptions and basis for the criteria established pursuant to Section 20120a. Specifically the prohibited residential land uses may include, but is not limited to homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of time. Cleanup criteria for land use-based remedial action plans are located in the Government Documents section of the State of Michigan Library.
3. (A) Unless otherwise first approved by MDEQ, the Owner shall prohibit the following activities on the Property:



- i. any use of the Property that is not consistent with the assumptions and basis of the nonresidential criteria established pursuant to Section 20120a;
- ii. any use not consistent with other criteria subsequently established pursuant to Section 20120a;
- iii. any use determined to be unacceptable according to paragraphs 3(B) and 3(C) of this Restrictive Covenant;
- iv. any use of groundwater located under the Property and any construction of wells or other devices to extract groundwater for consumption, irrigation, dewatering, or any other use, except for wells and devices that are part of a response activity or any dewatering by an easement holder that is necessary to maintain or repair a utility located within a utility easement or utility corridor on the Property, so long as such easement holder complies with Part 201 of NREPA and the Part 201 Rules, and develops an appropriate health and safety plan for persons involved in such activities; and
- v. any construction of structures below the elevation of the surface soils that are capable of being occupied.

(B) With respect to future use(s) of the Property, the Owner shall conduct an appropriate evaluation of the potential risks from exposure to contaminants present in the subsurface soils and groundwater, in order to assure that unacceptable exposure to contaminants does not occur. The evaluation shall be consistent with Section 20120a of Part 201 of NREPA. Appropriate control measures that are identified to be necessary to prevent unacceptable exposure shall be incorporated into the construction plans and implemented. In addition, the Owner shall timely conduct and file a baseline environmental assessment to the extent permitted by MCL 324.20126(l)(c) and the Administrative Rules for Part 201, or any amendments thereto, and by its federal counterpart, if any.

(C) Notwithstanding the provisions of paragraph 3(A) (v.), construction in and occupancy of areas that are above the elevations of the surface soils are allowed as long as a vapor intrusion risk evaluation is completed, and so long as the areas capable of being occupied are entirely above the elevations of the surface soils. Structures below the elevation of the surface soils that are capable of being occupied are prohibited. Construction of foundations, utilities, and related structural components of buildings on the property and subsequent maintenance thereof, may penetrate the surface soils into areas of existing contaminated soil without such risk evaluation, so long as such activity does not interfere with implementation of the Remedy and NFA, and so long as any sump or utility manhole used in connection with any such structural component is located outside of any occupied building structure. The elevations to be used as reference points for any construction to be completed in compliance with this section are those shown in Exhibit 2. A health and safety plan shall be developed for persons involved in subsurface construction and maintenance activities to assure protection of workers pursuant to all applicable worker safety laws.

(D) The Owner shall provide written notice to the MDEQ, Remediation and Redevelopment Division, and provide an opportunity to review and approve any construction plans that would or interfere with the Remedy at the Property. The written notice with a copy provided to DTE Gas shall be provided at least 90 days prior to any construction activity.

(E) The Owner shall comply with its due care obligations pursuant to Section 20107a of



NREPA.

4. Interference with Remedial Actions. The Owner shall prohibit activities on the Property that may interfere with any element of the Remedy or is otherwise contrary to the Agreement including the performance of operation and maintenance activities, monitoring, or other measures necessary to assure the effectiveness and integrity of the Remedy unless agreement to changes in the Remedy are addressed per Section 3(D).

5. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part III. Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

6. Access. The Owner shall grant to DTE Gas access to the Property as provided in the Agreement, and to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring the condition of the groundwater, including the right to take samples, inspect the operation of the Remedy and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

7. Notice. The Owner shall provide notice to the MDEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant and the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. A copy of this Restrictive Covenant, including its exhibits, shall be provided to MDEQ when providing such notice and to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

8. Term and Enforcement of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and all current and future successors, lessees, easement holders, their assigns, and their authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant may only be modified or rescinded with the written approval of MDEQ and DTE Gas.

The State of Michigan, through the MDEQ, and DTE Gas may enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

9. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.



10. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner and the City of Muskegon as a holder of a legal interest whose interest may be affected by this Restrictive Covenant represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

6

PARK F. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 6 of 13
Muskegon County Michigan 03/27/2015 09:43 am
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IN WITNESS WHEREOF, West Michigan Dock & Market Company has caused this Restrictive Covenant to be executed on this 22 day of March, 2019.

West Michigan Dock & Market Company

By: [Signature]
Signature

Name: Max McKee
Print or Type Name

Its: President
Title

STATE OF MICHIGAN
COUNTY OF MUSKEGON

The foregoing instrument was acknowledged before me this 03/22/19 by Max McKee of West Michigan Dock & Market Company, a Michigan Corporation behalf of the corporation.

Notary Public Scott A. Musselman

Name SCOTT A. Musselman

Commissioned in Muskegon County, Mi

My Commission Expires: 11/15/23

Drafted by and when recorded return to:
Vincent E. Buening
TRC Environmental Corporation
1540 Eisenhower Place
Ann Arbor, MI 48108

7

MARK F. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 7 of 13
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EXHIBIT 1

Legal Description and Survey of the Property

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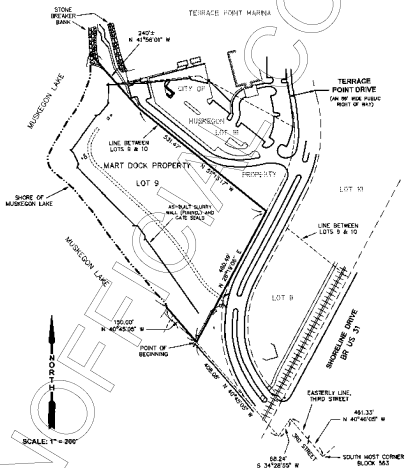


PROPERTY DESCRIPTION
NFA Lot 9

That part of Lot 9, Block 563 of the Revised Plat of 1903, Section 19, Town 10 North, Range 16 West, City of Muskegon, Muskegon County, Michigan, described as: **COMMENCING** at the Southernmost corner of said Block 563; thence North $40^{\circ}48'05''$ West 461.33 feet along the Easterly line of 3rd Street to the Southeastery line of said Lot 9; thence South $34^{\circ}28'55''$ West 68.24 feet along said line to the Southwesterly line of said Lot 9; thence North $40^{\circ}45'05''$ West 408.08 feet along the Southwesterly line of said Lot 9 to the **PLACE OF BEGINNING**; thence North $28^{\circ}19'06''$ East 480.49 feet; thence North $51^{\circ}13'17''$ West 531.47 feet along the line between said Lots 9 and Lot 10 of said Block 563; thence North $41^{\circ}56'01''$ West 240 feet more or less to the shore of Muskegon Lake; thence traveling along the ordinary high water line of Muskegon Lake to a point which is located North $40^{\circ}45'05''$ West 150.00 feet from the place of beginning; thence South $40^{\circ}45'05''$ East 150.00 feet to the place of beginning.

6.5 acres more or less

MARK F. FAIRCCHILD Liber: 4184 Page: 484
REGISTER OF DEEDS PRIDE: 9 of 13
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P:\021265 (Mart Dock Muskegon)CAD\DWG\021265-001-NFA Lot 9 (2017).dwg SURVEY MAP 02/12/2018 2:22:28 PM MDJ, CIVIL 3D 2017

FIELD SURVEY BY: M&B OFFICE	CHECKED BY: S.J.G.
DRAWN BY: MDJ	CONTACT INFO: sgreen@mbce.com
DATE: SEPTEMBER 27, 2018	PROJECT NO.: 023038.4

Prepared By:



Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(815) 383-9801 mailbox@mbce.com

EXHIBIT 2

Ground Surface Elevation to be Maintained on the Property

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REGISTER OF DEEDS PAGE: 18 of 13
Muskegon County Michigan 03/27/2019 09:43 am
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EXHIBIT 3

Extent of Dense Non-Aqueous Phase Liquid

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MARK F. FAIRCHILD Liber: 4184 Page: 454
REGISTER OF DEEDS PAGE: 12 of 13
Muskegon County Michigan 03/27/2019 09:43 AM
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WI-PUD WATERFRONT INDUSTRIAL PLANNED UNIT DEVELOPMENT DISTRICTS

PREAMBLE

The Waterfront Industrial PUD district is established primarily for water-dependent, commercial shipping of bulk, general cargo, or container goods by freighter, bulk carrier, tanker, tug barge, or other similar commercial vessels. The WI-PUD District is intended to promote the consolidation of commercial port activities at the eastern terminus of Muskegon Lake because of its proximity to the interstate, established industrial uses, and isolation from residential zones. The intent is to localize this district to promote symbiotic relationships among industrial port activities and to discourage the expansion of such activities elsewhere along Muskegon Lake frontage. It is further the intent of this district to require planned unit developments for all projects to ensure a mix of port uses that enhances the industrial economic base of the city. The planned unit development tool shall be applied to promote flexibility in development and to enhance functional relationships among uses in the district.

The general categories of uses permitted in the WI-PUD district are associated with standard industrial classifications, major group industry 44, "Water Transportation" as found in the 1987 Standard Industrial Classification Manual prepared by the Executive Office of the President, Office of Management and Budget.

SECTION 1504: USES PERMITTED

The following uses, and their accessory buildings and accessory uses, shall be permitted as planned unit developments. Planned unit developments shall be reviewed and approved by the Planning Commission and City Commission subject to the conditions outlined below.

PRINCIPAL USES:

1. Water transportation of freight.
2. Railroad and auto passenger ferries.
3. Marine cargo handling; loading, unloading and stevedore facilities.
4. Marine terminal uses including ancillary inter-modal transportation operations.
5. Any use with outside storage of aggregate, limestone, coal, slag, salt, sand or other bulk materials shipped by commercial watercraft vessels and or barges.
6. Grain elevators.
7. Bulk and warehouse storage of goods shipped by commercial maritime vessels.
8. Towing and tugboat services for commercial freight water vessels.
9. Barge fleetling, mooring and servicing.
10. Lighterage.
11. Commercial engine and hull repair.

WI-PUD WATERFRONT INDUSTRIAL PLANNED UNIT DEVELOPMENT DISTRICTS

12. Marine dock, breakwater, harbor construction and repair contracting.
13. Marine dredging contractors.
14. Palletizing, decanning, container stripping and packing operations associated with maritime shipping and transport.
15. Bulk liquid facilities of non-hazardous materials.
16. Material recovery facilities that are entirely contained in buildings.
17. Commercial fishing facilities.
18. Manufacturing that is dependent on port facilities.
19. Any other uses which meet the intent of this district as deemed by the Planning Commission and City Commission; except that in no case shall a prohibited use be permitted.

ACCESSORY USES:

1. Docks, wharves, piers or transit sheds or related facilities used in connection with the transfer, handling, storage and transit and incidental processing of cargo from or to waterborne craft.
2. Truck or rail freight terminal supporting water freight transport.
3. Offices associated with port facilities and functions.
4. Parking decks.
5. Watchmen quarters employed on the premise.
6. Lift equipment to load and unload ships.
7. Weigh stations.
8. Lighthouse.
9. Fuel dock.
10. Seaplane base.

SECTION 1505: PROHIBITED USES

1. Asphalt batching.
2. Cement processing.
3. Storage of petroleum products stored in excess of 1,000 gallons.
4. Hazardous material or hazardous chemical storage or transport.

5. Ship cleaning.
6. Salvage yards, ship scrapping, dismantling and wrecking operations not wholly contained in buildings.
7. Livestock holding.
8. Marine Salvage.
9. Open storage of fertilizers, agricultural lime and other chemicals.
10. Billboards.

SECTION 1506: REVIEW STANDARDS

The Planning Commission shall approve, deny or modify preliminary planned unit development plans, based upon the site plan review and landscaping standards of this ordinance and the following standards below. Likewise, the City Commission shall approve, deny, or modify final planned unit development plans (after review and recommendation by the Planning Commission) based upon the following standards:

1. The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience of any combination thereof, on present and potential surrounding land uses. The uses proposed will not adversely affect the public utility and circulation systems, surrounding properties, or the environment.
2. The uses proposed should be consistent with the land use plans adopted by the City.
3. The amount of open space provided is compatible with and meets the requirements of this ordinance, which the Planning Commission or City Commission may modify, even though such modifications do not conform to that required in other sections of this ordinance.
4. The amount of off-street parking areas is adequate, which the Planning Commission or City Commission may modify even though such modifications do not conform to that required in other sections of this ordinance.
5. The amount of landscaping and buffering areas provided are compatible with and meet the requirements of this ordinance, which the Planning Commission or City Commission may modify even though such modifications do not conform to that required in other sections of this ordinance.
6. The design provides for the protection or enhancement of significant natural, historical, or architectural features within the proposed development area.
7. The uses proposed will result in safe, convenient, uncongested and well defined vehicular and pedestrian circulation systems.
8. The land uses presented shall provide a mix of uses to perpetuate an economically viable, mixed use port.
9. The project shall demonstrate adequate support services for all activities.

10. Stockpiles of salt and agricultural lime must be covered or sufficiently isolated from the surface water to prevent leaching.
11. Aggregate, salt, lime, or soil stockpiling areas shall not occupy more than 50% of the site or district.
12. Truck freight terminals shall not occupy more than 30% of the site area or district. Trucks shall be stored a minimum of two hundred (200) feet from the ordinary high water mark.

SECTION 1507: AREA AND BULK REQUIREMENTS

The following are meant as general guidelines. Through the process of the Planned Unit Development process, the Planning Commission may determine that changes to the standards are appropriate to both meet the needs and objectives of the project and the city.

1. Minimum lot size: 43,560 sq. feet.
2. Maximum lot coverage:
Buildings: 75%
Pavement: 25%
3. Lot width: 150 feet (shall be measured at road frontage unless a cul-de-sac, then measured from setback).
4. Width to depth ratios: The depth of any lot(s) or parcel(s) shall not be more than three (3) times longer its width.
5. Height limit: 3 stories or 50 feet.

Height measurement: In the case of a principal building, the vertical distance measured from the average finished grade to the highest point of the roof surface where the building line abuts the front yard, except as follows: to the deck line of mansard roofs, and the average height between eaves and the ridge of gable, hip, and gambrel roofs (see Figure 2-2). If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building (see Figure 2-3).

6. Front Setbacks:
Minimum:
Expressway or Arterial Street: 30 feet
Collector or Major Street: 20 feet
Minor Street: 10 feet
7. Rear setback: 10 feet.
8. Setback from the ordinary high-water mark or wetland: 75 feet (principal structures only).
9. Side setbacks:

- 1-story: 10 feet and 20 feet
- 2-story: 15 feet and 25 feet
- 3-story: 20 feet and 30 feet

Note, setback measurement: All required setbacks shall be measured from the right-of-way line to the nearest point of the determined drip line of buildings.

10. Zero lot line option: New principal buildings may be erected on the rear lot line and/or one side lot line provided:
 - a. The building has an approved fire rating for zero-lot line development under the building code.
 - b. The building has adequate fire access preserved pursuant to fire code requirements.
 - c. The zero lot line side is not adjacent to a street.
 - d. A maintenance access easement is granted by the adjacent property owner and recorded with the County Register of Deeds and provided to the zoning administrator with the site plan or plot plan.
 - e. It is not adjacent to wetlands, or waterfront.
11. All required side and rear setbacks shall be landscaped, greenbelt buffers, unless zero-lot-line is employed for a structure or fire access. At least fifty percent of all required front setbacks shall be landscaped and adjacent to the road right-of-way. An average minimum greenbelt of 10 feet shall be maintained along each street frontage.