



## **PETITION FOR NONUSE VARIANCE**

### **HOLLAND CHARTER TOWNSHIP ZONING BOARD OF APPEALS**

353 North 120th Avenue · Holland, MI 49424 · Phone: 616.395.0151 · [www.hct.holland.mi.us](http://www.hct.holland.mi.us)

*To the Petitioner: A nonuse variance (also known as a dimensional variance) is a variance granted upon showing of "practical difficulty" created by a dimensional requirement in a zoning ordinance. If granted, the variance is a license to violate the zoning law. Dimensional variances typically involve setbacks, height limitations, bulk, lot area and other numerical standards in an ordinance.*

*The Michigan Courts have set standards to be used when considering nonuse variances. These standards require the petitioner to demonstrate a "practical difficulty" unique to the property - not the petitioner - in order to qualify.*

**Please print or type:**

Applicant's Name: Chick-Fil-A, Inc. Phone: [REDACTED]

Applicant's Address: 5200 Buffington Road E-mail: [REDACTED]  
Atlanta, GA 30349

Property Address: 2332 North Park Dr. Holland, MI 49424

Parcel Number: 70 - 16 - 21 - 100 - 046 Zoning: C2 - Commerical

Owner's Name: Chick-Fil-A, Inc. Phone: [REDACTED]

Owner's Address: 5200 Buffington Road E-mail: [REDACTED]  
Atlanta, GA 30349

Ordinance Section Number(s) Relative To This Appeal: Sec. 19.6 & Sec 11.7

Provide a Brief Description of Your Request: Dimensional variance that allows for expansion of chick-Fil-A, Inc.'s current drive-thru operation to include a secondary lane as a by-pass lane. This will minimize congestion of North Park Plaza and conn The variance will work with an easement granted by Quality Car Wash owner, Ma of Essenburg Car Wash of North Park. We request a variance of the buffering c respectfully request a 0' buffer for 151.86' of the northern property line as attached site plan.

*Standards for Granting of Variance.* No variance in the provisions or requirements of this ordinance (Zoning Ordinance) shall be authorized by the Zoning Board of Appeals unless it is found from the evidence that all the following conditions exist:

1. That compliance with the Zoning Ordinance would result in practical difficulties due to exceptional, extraordinary, or unique characteristics or conditions of the land or lot of record, including but not limited to:
  - a. Exceptional narrowness of the width or depth of a lot of record, or an irregular shape.
  - b. Exceptional natural or topographic features located on the lot of record, such as steep slopes, water, existing significant trees, or other unique or extreme physical conditions of the land.
  - c. Extraordinary location of an existing building or structure that allows no other practical or feasible location for expansion because of exceptional features of the land.
  - d. Other exceptional or extraordinary dimensional conditions or characteristics of land or lot of record.
2. That the unusual circumstances do not apply to most other lots of record in the same manner or to the same extent to other lots of record in the same zoning district.
3. That the variance is necessary for the preservation and enjoyment of a substantial property right. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.
4. That the granting of the variance will not be of substantial detriment to adjacent and nearby land uses and properties.
5. That the applicant shall not have created the problem for which the variance is being sought.
6. That the granting of the variance will not be contrary to the public interest and that the spirit of this ordinance shall be observed, public safety secured, and substantial justice done for both the applicant and other property owners in the district.

Describe how this petition meets all of the above conditions (attach additional sheets as necessary):

Please see the attached Exhibit A - Variance Conditions Narrative

A filing fee of \$400.00 must be submitted along with nine (9) complete copies of: this form, related documentation, and the site plan including an electronic copy of the site plan on CD or other file sharing device. This petition must be submitted as least four (4) weeks before the scheduled hearing date. Incomplete applications will not be scheduled for a hearing.

You or your authorized agent must be present at the hearing to present your petition. You will be notified as to the date and time. Your neighbors within 300 feet will also be notified concerning your hearing.

**Property Owners Certification**

I hereby certify that I am the owner of the above-described property and have authorized the applicant to seek this variance on my behalf. I further understand that conditions and restrictions may be placed upon this property by the Holland Township Zoning Board of Appeals and hereby agree to conform to and abide by any and all such conditions.

I further agree and authorize representatives from Holland Charter Township to enter my property in order to review the particulars of my request.

Property Owner's Signature:  Signed by: **Micah Dowdy**  
9987E5A9BBE64DD... Date: 1/26/2026 | 11:59 AM EST

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OFFICE USE ONLY:

# VARNUM

Bridgewater Place | Post Office Box 352  
Grand Rapids, Michigan 49501-0352

Telephone 616 / 336-6000 | Fax 616 / 336-7000 | [www.varnumlaw.com](http://www.varnumlaw.com)

David T. Caldon

January 27, 2026

Zoning Board of Appeals  
Holland Charter Township  
353 North 120th Ave.  
Holland, Michigan 49424  
(616) 396-2345

RE: **Petition for Nonuse Variance**  
Chick-Fil-A #3605  
2332 N. Park Drive  
Holland, Michigan 49424

Dear Board Members,

We represent Chick-Fil-A Inc. ("Chick-Fil-A") and are writing to you today in connection with the request by Chick-Fil-A and Essenburb Car Wash of North Park, LLC ("ECW") (collectively, the "Parties") for a nonuse variance that benefits the two adjacent parcels located at 2332 and 2352 North Park Drive, Holland, Michigan 49424. Presently, both parcels are zoned as C-2 Community Commercial. The variances would reduce the ten (10) foot landscape buffer required by the Holland Charter Township Zoning Ordinance (the "Ordinance") on both parcels and would thereby allow Chick-Fil-A to expand its existing drive-thru to include a second lane.

By way of background, the Parties were before the Holland Charter Township Planning Commission ("PC") on January 6, 2026, seeking to create a planned unit development for the relevant parcels to obtain the drive-thru expansion. The PC tabled the request and recommended that the Parties first apply to the Township's Zoning Board of Appeals for these nonuse variances. While Commissioners were supportive of the reduced traffic outcomes that would result from the expansion, and the drive-thru expansion generally, they believed that a variance was a better tool for expanding the drive-thru. As a result, Chick-Fil-A, with ECW's permission, seeks these nonuse variances.<sup>1</sup>

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<sup>1</sup> The Parties entered into an Easement Acquisition Agreement (the "Agreement"). The Agreement grants Chick-Fil-A an exclusive easement of approximately 1,075 square feet of land from ECW's parcel along the shared border of the properties, where the buffer variances are proposed. This Agreement facilitates and gives Chick-Fil-A legal access to the portion of the ECW's property that would be subject to the variances and location of the expanded drive-thru lane.

**Nonuse Variance Request:**

Section 11.7 of the Ordinance requires that a building in the C-2 Community Commercial Zoning District (“C-2”) must have a 10-foot minimum width landscape buffer. See Table 11.7A and 11.7B. As a result, Chick-Fil-A seeks a nonuse variance for a 0-foot buffer for 151.86 feet of the northern property line between the restaurant and the car wash. Additionally, Chick-Fil-A, seeks a 4.54-foot buffer for 78.31 feet of ECW's southern property line.

Attached to this letter and as part of the Application, please find a rendering of the site plan depicting the location of the requested variances. While the buffers will be reduced, if the variances are granted, Chick-Fil-A is committed to continuing to include necessary landscaping in the buffer zone as shown in the attached landscape plans.

Without the requested variances, Chick-Fil-A will not be able to expand the current drive-thru operations, despite the benefits to the general area. For instance, the drive-thru expansion would minimize traffic stacking onto North Park Drive that in turn benefits all visitors to the Plaza; assists in alleviating extended wait times for Chick-Fil-A customers; and promotes operational efficiency for the locally owned and operated Chick-Fil-A.

Additionally, for a nonuse variance, Section 19.6.B of the Township's Zoning Ordinance requires a showing that each of the listed conditions are satisfied. As explained in more detail below, the ZBA should approve Chick-Fil-A's requested nonuse variances because all of the Ordinance's variance standards are met.

**Variance Standards:**

- 1. Section 19.6.B.1: Compliance with the zoning ordinance would result in practical difficulties due to exceptional, extraordinary, or unique characteristics or conditions of the land or lot of record, including but not limited to:**
  - a. Exceptional narrowness of the width or depth of a lot of record, or an irregular shape.**
  - b. Exceptional natural or topographic features located on the lot of record, such as steep slopes, water, existing significant trees, or other unique or extreme physical conditions of the land.**
  - c. extraordinary location of an existing building or structure that allows no other practical or feasible location for expansion because of exceptional features of the land.**
  - d. Other exceptional or extraordinary dimensional conditions or characteristics of land or lot of record.**

Section 19.6.B.1 is satisfied because compliance with the buffer requirements would cause practical difficulties due to the exceptional shape of the parcel and exceptional location of the

Chick-Fil-A. The combination of these factors, given the plan to expand the drive-thru, makes adherence to the standard 10-foot buffer a practical difficulty.

There are several exceptional or extraordinary features of the Chick-Fil-A property: (1) the narrow shape of the lot; and (2) the presence of US-31 and North Park Drive running parallel along the entire length of the eastern and western property lines (3) the inadequacy of North Park Drive to service the Plaza and (4) the topography of the parcel. More specifically, consider the below:

- **Narrow Lot:** Given the limited options for configuring customer parking, existing drive-thru lanes, and ingress and egress points to the Property—due to its narrow shape and the eastern lot line backing up against US-31—Chick-Fil-A can only expand drive-thru operations according to the proposed site plan. Accordingly, from an aerial map view, Chick-Fil-A's site is significantly narrower than the other most comparable businesses in North Park Plaza, Burger King and McAlister's Deli. Both of these lots, whilst having a drive-thru and significant number of parking spaces, do not have to contend with the same narrow lot as Chick-Fil-A. Additionally, neither restaurant uses a multi-lane drive-thru operation model that Chick-Fil-A is known for and uses most locations across the Country.
- **Location:** This Chick-Fil-A restaurant is the only Chick-Fil-A restaurant within Holland Township and within a 20-mile radius. The restaurant thus is extremely popular and gets a significant amount of traffic especially from tourists in the summer season and from highway travelers, given its US-31 adjacent location. Due to its popularity, and the existing traffic on North Park Drive, vehicle stacking occurs for cars attempting to enter the current drive-thru on the site. An additional lane will allow more cars to enter the site, reducing stacking on North Park Drive, and allow for faster meal delivery and increased operational efficiency.
- **North Park Drive:** The only access road that services the Plaza is North Park Drive, which provides limited traffic flow relative to the businesses it serves. Currently the road must service several large, big-box stores, including Walmart and Sam's Club as well as the customers accessing Sam's Club Fuel Station. As a result, traffic stacking occurs during high-traffic periods.
- **Topography:** The Chick-Fil-A parcel features a drainage swale on its eastern lot line. The swale prevents Chick-Fil-A from using approximately 50 feet of their property along the entire eastern lot line.

As a result, due to the narrowness of the lot, the limited ingress and egress points, and the high volume of customers to North Park Plaza businesses, exceptional features of the Site create practical difficulties for buffering compliance. Section 19.6.B.1 is satisfied.

Similarly, the car wash features an even narrower lot than Chick-Fil-A and this site also contends with the eastern lot line backing up to US-31 and the drainage swale. Due to the shape and proximity to the highway and swale, the car wash also had limited options for placement and construction. ECW also faces the unique circumstance of owning a business directly adjacent to a

very busy Chick-Fil-A. This exceptional circumstance of being located next to the only Chick-Fil-A in Holland Township (the next closest being in Grand Rapids approximately 20 miles away) results in traffic backups on North Park Drive affecting the ECW business. Customers of ECW have difficulty entering and exiting the ECW site. Moreover, when ECW began construction, following purchase of the lot in 2021, Chick-Fil-A was already constructed. This created additional site plan development limitations for ECW. These unique features create practical difficulties that the proposed variance will mitigate. Section 19.6.B.1 is satisfied.

**2. Section 19.6.B.2: That the unusual circumstances do not apply to most other lots of record in the same manner or to the same extent to other lots of record in the same zoning district.**

The unusual circumstances that apply to Chick-Fil-A do not and cannot apply to other lots of record—no other lot of record in Holland Charter Township is a Chick-Fil-A restaurant. No other lot experiences the substantial popularity and success that this local business and the local operator experiences. Additionally, the North Park Plaza is unusual. The surrounding commercial area is exceptionally busy and North Park, a privately owned road, must facilitate access to a host of businesses. However, the backflow of traffic – given Chick-Fil-A’s popularity – is particularly excessive on its property.

Currently, there are no proposals to expand North Park Drive or facilitate greater traffic circulation through the Plaza. However, adding this drive-thru does propose a partial solution that will minimize the traffic stacking in front of Chick-Fil-A. Chick-Fil-A’s drive-thru expansion should better traffic circulation throughout the corridor in peak-traffic times. For these reasons, the circumstances applicable are entirely unique. Section 19.6.B.2 is satisfied.

ECW faces similar unique circumstances. ECW is the only lot of record in Holland Charter Township that is directly adjacent to a Chick-Fil-A and has such an incredibly narrow lot with limited ingress and egress points for customers due to the eastern lot line backing up to US-31. The lack of current proposals to expand North Park Drive negatively affects ECW as the traffic stacking, partially caused by Chick-Fil-A, prevents ECW customer access to the car wash. ECW is uniquely affected by the traffic stacking due to the adjacency of the Chick-Fil-A. Section 19.6.B.2 is satisfied.

**3. Section 19.6.B.3: That the variance is necessary for the preservation and enjoyment of a substantial property right. The possibility of increased financial return shall not of itself be deemed sufficient to warrant a variance.**

The variance is necessary for the preservation and enjoyment of Chick-Fil-A's property rights, similar to other properties in the neighboring area. By granting the variance, Chick-Fil-A will be able to maximize the operational efficiency, maximize functionality, and facilitate more efficient ingress and egress of customers to the property. The proposed variance aims to enhance the commercial corridor and contribute positively to the local economy. This small variance can assist in reduced traffic for North Park Plaza. Without the variance, Chick-Fil-A's ability to serve the sheer number of customers that frequent the restaurant would be severely compromised.

Chick-Fil-A does not merely seek the variance for increased financial return. Instead, its primary goals are to remedy the traffic congestion on its parcel, have better overall operational efficiency, better customer satisfaction, and operate as Chick-Fil-A does at its other sites.<sup>2</sup> Chick-Fil-A has similar drive-thru expansions at virtually all of its other sites. In essence, the variance will allow Chick-Fil-A to function at its highest and best form, which is undoubtedly a substantial property right that others in the area already enjoy. Section 19.6.B.3 is satisfied.

The variance is also necessary for the preservation and enjoyment of ECW's property rights, similar to other properties in the neighboring area. By granting the variance, ECW will be able to facilitate more efficient ingress and egress of customers to the ECW property. The variance aims to mitigate the traffic stacking throughout the commercial corridor which is mutually beneficial to all Plaza businesses. ECW hopes to provide a better customer experience with approval of this variance and is not seeking it out for increased financial return. Section 19.6.B.3 is satisfied.

**4. Section 19.6.B.4 That the granting of the variance will not be of substantial detriment to adjacent and nearby land uses and properties.**

The proposed project will not cause any detriment, and certainly not "substantial detriment," to surrounding property. The Township's PC seemed to agree on this factor, as well as no one showed up in opposition to the drive-thru expansion concept and there were no public comments at the PC meeting. The North Park Plaza commercial district is entirely commercial businesses. The proposed variance does not change the current use of the surrounding land, except to make it better from a traffic-flow perspective. Chick-Fil-A is unaware of any surrounding property that objects to its proposed drive-thru expansion.

Likewise, Chick-Fil-A and ECW have an easement agreement for use of the car wash property. Through this easement, it is shown that the car wash property has agreed to, and therefore is not suffering a detriment, but the variance nor the expanded drive-thru lane that would be constructed. Additionally, to ensure no detriment results, Chick-Fil-A is proposing additional landscaping and buffering as shown on the landscape plan. This new landscaping will still promote the buffering contemplated by the Ordinance but will also beautify the eastern lot line. This will buffer the lot line from the US-31 vehicles. Ultimately, no person, business, or entity of the adjacent or nearby land is detrimentally affected and additional landscaping efforts entirely funded by Chick-Fil-A will ensure promoting the purpose of the buffering requirements in the Ordinance. Section 19.6.B.4 is satisfied.

ECW, through the easement agreement with Chick-Fil-A shows that the Parties are both consenting to the use and construction of the Chick-Fil-A drive-thru lane. The variance, if granted, will not cause nor in anyway be a "substantial detriment" to any surrounding property. All of the

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<sup>2</sup> One issue raised at the PC's meeting was whether the drive-thru expansion could increase traffic by allowing more customers to frequent the restaurant. However, traffic studies identify two factors that generate increased trips – an increase in restaurant seating and an expansion in restaurant footprint. Neither of these factors exist here. As a result, no increase in traffic is anticipated as a result of the variances; rather, existing traffic will be better mitigated.

lots in the Plaza are commercial businesses. The proposed variance does not change the current use or nature of the subject properties, nor the surrounding land. Section 19.6.B.4 is satisfied.

**5. Section 19.6.B.5: That the applicant shall not have created the problem for which the variance is being sought.**

Chick-Fil-A's hardship, as it relates to the Property, is not self-created. The exceptional or extraordinary features of the Property including the lot narrowness, proximity and placement to US-31, topography, and inadequacy of North Park Drive were not created by Chick-Fil-A. Michigan courts have found self-created hardship exists when the only hardship present was caused by the actions of the applicant. *Johnson v Robinson Twp*, 420 Mich 115, 126; 359 NW2d 526 (1984).

Here, the opposite is true. Chick-Fil-A did not create the Property's narrow lot shape, nor did it create the immediately adjacent US-31 or the substantially busy commercial area or the inadequate North Park Drive that brings customers in and out of the Plaza. As a result, Chick-Fil-A's hardship is not self-created as a matter of law. Moreover, Michigan courts hold that the purchase or acquisition of a property with the knowledge of potential hardships and the need for a variance also is not a "self-created hardship" as a matter of law. *City of Detroit v City of Detroit Bd of Zoning Appeals*, 326 Mich App 248, 270, 926 NW2d 311, 322 (2018).

ECW's hardship, as it relates to the Property, is also not self-created. The exceptional or extraordinary features of the Property including the lot narrowness, proximity and placement to US-31, and the popularity of the adjacent restaurant were likewise not created by ECW. Further founded in Michigan law, these hardships were not caused by the actions of the applicant. ECW did not create the Property's narrow lot shape, nor did it create the immediately adjacent US-31 nor extremely popular Chick-Fil-A restaurant. Likewise, ECW did not create the overly busy commercial area or inadequate North Park Drive that it relies on for customer access. To reiterate, under settled Michigan law, purchasing a lot with known potential hardships does not equate to a self-created hardship. *City of Detroit v City of Detroit Bd of Zoning Appeals*, 326 Mich App 248, 270, 926 NW2d 311, 322 (2018). Section 19.6.B.5 is satisfied.

**6. Section 19.6.B.6: That the granting of the variance will not be contrary to the public interest and that the spirit of this ordinance shall be observed, public safety secured, and substantial justice done for both the applicant and other property owners in the district.**

By granting the variance, the spirit of the Township's Ordinance will be observed, as it allows for the reasonable use of the Property while taking into account its unique constraints. Both the Chick-Fil-A and ECW Properties are zoned C-2. The Ordinance states that the intent and purpose of C2-Commercial zoning is "for a general commercial district containing uses which include the sale of commodities or performance of services for the entire community." Section 5.1 (B). These variances are certainly not contrary to the spirit of the ordinance. In fact, the variances will enhance the ability of the commercial district to provide goods and services for the community and thereby will support the underlying intent of C-2.

Additionally, Chapter 2 of the Township's Comprehensive Land Use Master Plan ("Master Plan") indicates that the Township seeks to "implement corridor beautification elements along

Holland Charter Township Zoning Board of Appeals

January 27, 2026

Page 7

major thoroughfares such as the US-31 Corridor" and "utilize the Township's prime geographic location and access to adjacent communities to market the Township as a destination for tourism and visitors." Master Plan pp. 15-17. The additional landscaping that Chick-Fil-A is proposing along the eastern lot line, will result in beautification efforts that directly align with the Plan's goals. The variances will also continue to bring tourists to the Plaza and not discourage citizens that are disinterested in the traffic issues present at the Plaza.

Moreover, the local operator of the Holland Charter Township Chick-Fil-A is a proud and active community member. The Township states that one of its goals is to "establish and maintain relationships with local business owners and large area employers to enhance development and redevelopment opportunities, such as during renovations of existing sites." Master Plan p. 20. By approving these variances, community relationships will be strengthened and access to large area employers will be enhanced. As a result, these variances are not contrary to the purpose and intent of the Township's Ordinance.

Finally, the positive impact to traffic flow in the area directly relates to the public interest, public safety, and substantial justice of all surrounding properties. Undoubtedly, the minimized traffic stacking in the Plaza and more efficient service at Chick-Fil-A will better serve the community. Section 19.6.B.6 is satisfied.

For all of these reasons, we respectfully request that the Zoning Board of Appeals grant the variances for the properties, as all variance standards are met under the Ordinance, including that compliance with the relevant ordinances creates practical difficulties. The grant of these dimensional variances will not only allow the Parties to make reasonable and efficient uses of their properties but will also assist in maintaining vehicle flow throughout North Park Plaza – thus, facilitating public safety and welfare for businesses and visitors to the C-2 District.

Very truly yours,

**VARNUM**

David T. Caldon

DTC/hns



*Chick-fil-A*

Chick-fil-A  
5200 Buffington Road  
Atlanta, Georgia  
30349-2998

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JASON L. TOOKE, P.E.  
6261311849

This item has been digitally signed and sealed by Jason L. Tooke, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

# CHICK-FIL-A

## 3605 Holland

### 2332 N PARK DR, HOLLAND, OTTAWA COUNTY MICHIGAN 49424

**FSR#03605**

BU LD NG TYPE / SIZE: PIX LS LRG  
RELEASE: vX.YY.MM

REVISION SCHEDULE  
NO. DATE DESCRIPTION  
△△△△△

CONSULTANT PROJECT # C2500695

PRINTED FOR Project Status

DATE 12/01/2025

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SHEET  
CHICK-FIL-A  
SITE PLAN  
SHEET NUMBER

C-2.0

#### SITE DATA:

PROJECT NARRATIVE: CHICK-FIL-A IS PROPOSING TO EXPAND THE EXISTING DRIVE-THRU LANES IN ORDER TO HAVE TWO LANES OF DRIVE-THRU MEAL DELIVERY.

#### ZONING - C-2 COMMUNITY COMMERCIAL DISTRICT

PARCEL SIZE - 1.51 ACRES

BUILDING SETBACKS:	REQUIRED:	PROVIDED:
FRONT (WEST)	50'	180.60'
LEFT SIDE (NORTH)	15'	15.00'
RIGHT SIDE(SOUTH)	15'	106.38'
REAR (EAST)	25'	80.04'

LANDSCAPE BUFFERS/SETBACK:	REQUIRED:	PROVIDED:
FRONT (WEST)	10'	5.05' (PREVIOUSLY APPROVED)
LEFT SIDE (NORTH)	10'	0.00' (FOR 151.86' CHICK-FIL-A)
RIGHT SIDE(SOUTH)	10'	3.43' (PREVIOUSLY APPROVED)
REAR (EAST)	10'	42.67'

#### FEMA FLOOD ZONE NOTE:-

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS OF ZONE "X" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 26139C0312E, WITH AN EFFECTIVE DATE OF DEC. 16, 2011, IN TOWNSHIP OF HOLLAND, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

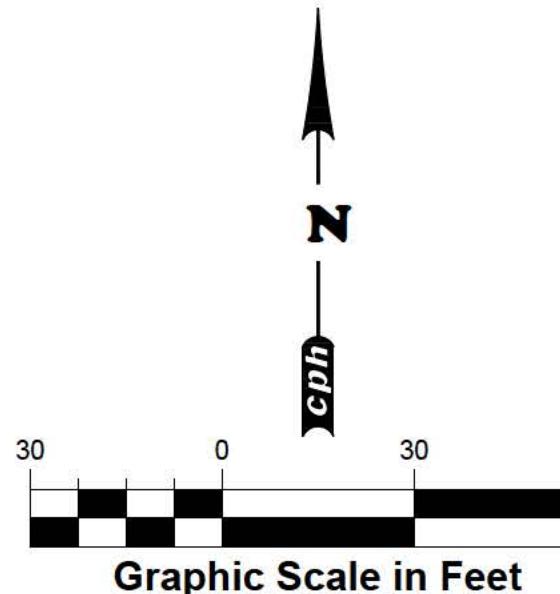
#### LEGAL DESCRIPTION:-

BEING A PORTION OF THE ESSENBURG CAR WASH OF NORTH PARK, LLC PROPERTY, RECORDED IN INSTR. NO. 2021-0027333, IN THE COUNTY CLERK OFFICE FOR OTTAWA COUNTY, MICHIGAN, TO-WIT:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 21; THENCE N 89°14'35" W A DISTANCE OF 259.23 FEET; THENCE S 17°16'09" E A DISTANCE OF 423.80 TO A 1/2" IRON PIN FOUND IN THE WEST RIGHT OF WAY LINE OF US 31; THENCE LEAVING SAID RIGHT OF WAY WITH THE NORTH LINE OF THE CHICK-FIL-A, INC., PROPERTY, RECORDED IN DOC. NO. 2015-0019115 N 89°14'35" W A DISTANCE OF 42.06 FEET TO A 5/8" IRON PIN SET, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING OF THIS TRACT; THENCE CONTINUING WITH SAID NORTH LINE N 89°14'35" W A DISTANCE OF 153.50 FEET TO A 5/8" IRON PIN SET; THENCE ACROSS THE PARENT TRACT, AS FOLLOWS: N 00°45'25" E A DISTANCE OF 7.00 FEET TO A 5/8" IRON PIN SET; THENCE S 89°14'35" E A DISTANCE OF 151.22 TO A 5/8" IRON PIN SET; THENCE S 17°16'09" E A DISTANCE OF 7.36 FEET FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1,067 SQUARE FEET, 0.025 ACRES, MORE OR LESS.

#### EXISTING PARKING TO REMAIN

REGULAR	40 SPACES
ANGULAR	21 SPACES
HANDICAP	03 SPACES
<b>TOTAL</b>	<b>64 SPACES</b>



Project Status  
CHICK-FIL-A  
SITE PLAN  
SHEET NUMBER



*Chick-fil-A*

Chick-fil-A  
5200 Buffington Road  
Atlanta, Georgia  
30349-2998

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www.cphcorp.com

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Communities Together

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Ph: 407.322.6841

Plans Prepared By:  
CPH, LLC  
A Full Service A & E Firm

JASON L. TOOKE, P.E.  
6261311849

This item has been digitally signed and sealed by Jason L. Tooke, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

# CHICK-FIL-A

## 3605 Holland

### 2332 N PARK DR, HOLLAND, OTTAWA COUNTY MICHIGAN 49424

**FSR#03605**

BU LD NG TYPE / SIZE:  
RELEASE:  
vX.YY.MM

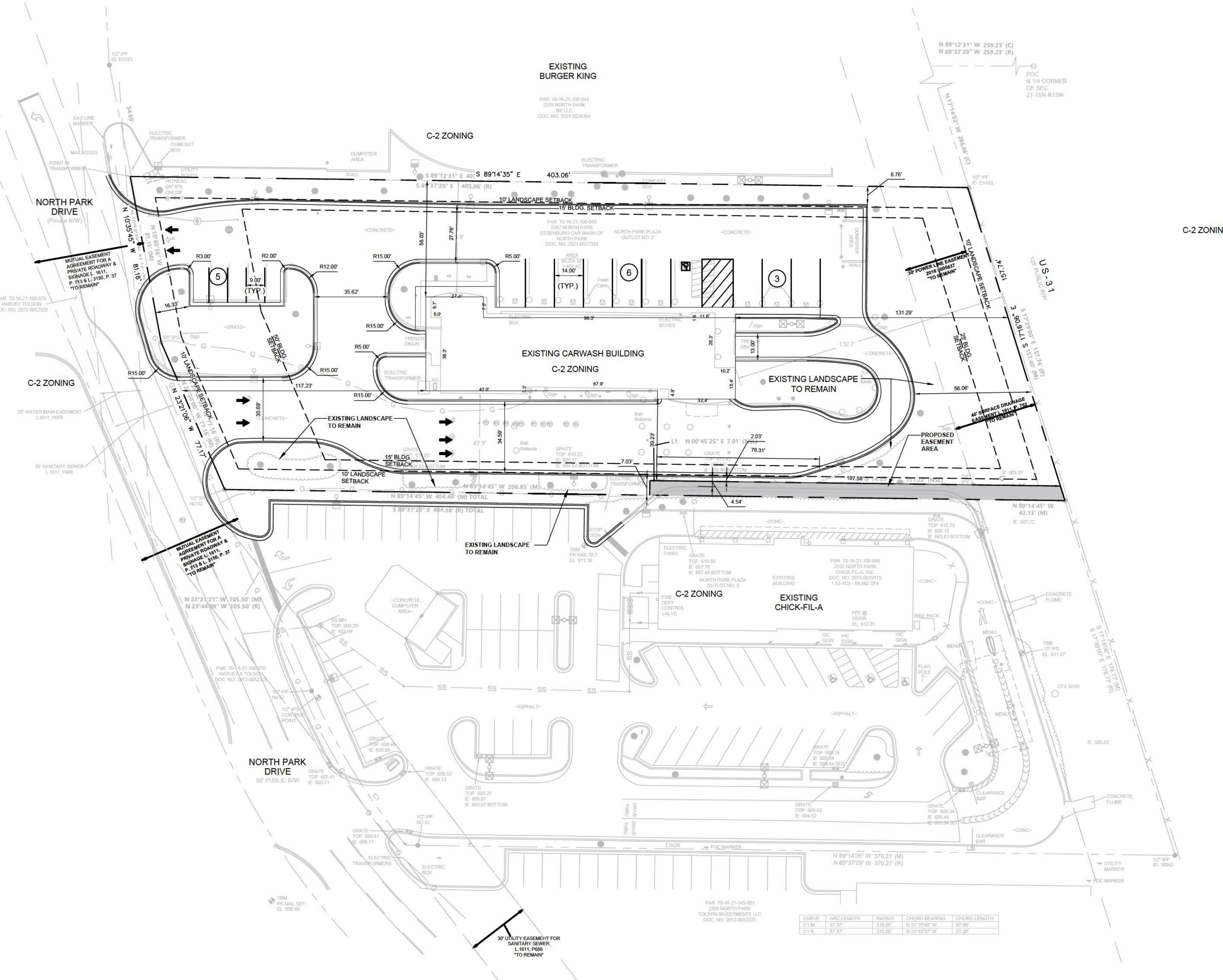
REVISION SCHEDULE  
NO. DATE DESCRIPTION  
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DATE 12/01/2025  
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**Project Status**  
CARWASH  
SITE PLAN  
SHEET NUMBER

C-2.1



#### SITE DATA:

PROJECT NARRATIVE: EXISTING CARWASH WILL REMAIN UNCHANGED. THERE IS A PROPOSED REDUCTION IN SOUTH SIDE BUFFER WHERE EXISTING PROPERTY IS BEING PROPOSED TO BE ADDED TO THE ADJACENT CHICK-FIL-A PARCEL.

#### ZONING - C-2 COMMUNITY COMMERCIAL DISTRICT

#### PARCEL SIZE - 1.40 ACRES

BUILDING SETBACKS:	REQUIRED:	PROVIDED:
FRONT (WEST)	50'	117.23'
LEFT SIDE (NORTH)	15'	56.03'
RIGHT SIDE(SOUTH)	15'	39.23'
REAR (EAST)	25'	131.29'

LANDSCAPE BUFFERS/SETBACKS:	REQUIRED:	PROVIDED:
FRONT (WEST)	10'	16.33'
LEFT SIDE (NORTH)	10'	8.76'
RIGHT SIDE(SOUTH)	10'	4.54' (FOR 78.31' CARWASH)
REAR (EAST)	10'	56.10'

#### FEMA FLOOD ZONE NOTE:-

THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS OF ZONE "X" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD INSURANCE RATE MAP NO. 26139C0312E, WITH AN EFFECTIVE DATE OF DEC. 16, 2011, IN TOWNSHIP OF HOLLAND, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

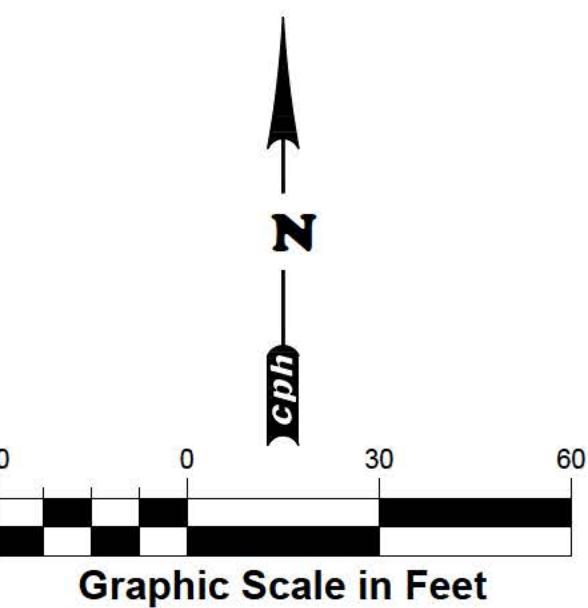
#### LEGAL DESCRIPTION:-

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF OTTAWA, TOWNSHIP OF HOLLAND.

THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWN 5 NORTH, RANGE 15 WEST, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 21; THENCE NORTH 89 DEGREES 37 MINUTES 29 SECONDS WEST 259.23 FEET ALONG THE NORTH LINE OF SECTION 21; THENCE SOUTH 17 DEGREES 39 MINUTES 00 SECONDS EAST 266.06 FEET ALONG THE WESTERLY LINE OF HIGHWAY US-31 RIGHT-OF-WAY TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 17 DEGREES 39 MINUTES 00 SECONDS EAST 157.74 FEET ALONG SAID WESTERLY LINE; THENCE LEAVING SAID WESTERLY LINE NORTH 89 DEGREES 37 MINUTES 29 SECONDS WEST 404.37 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 09 SECONDS WEST 77.16 FEET; THENCE NORTH 10 DEGREES 58 MINUTES 38 SECONDS WEST 81.16 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 29 SECONDS EAST 403.06 FEET TO THE PLACE OF BEGINNING.

#### EXISTING PARKING TO REMAIN

REGULAR	14 SPACES
HANDICAP	01 SPACES
<b>TOTAL</b>	<b>15 SPACES</b>





## LANDSCAPE NOTES:

- The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. The Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of negligence in the execution of the work.
- The work shall be coordinated with other trades to prevent conflicts. Coordinate the planning with the irrigation work to assure availability and proper location of irrigation items and plants.
- All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
- Furnish standard nursery-grown trees, shrubs and groundcover complying with ANSI Z60.1-2014 American Standards for Nursery Stock.
- The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
- Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
- The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. The caliper of tree trunks is to be taken one foot above the ground level.
- Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
- All tree pits shall be excavated to size and depth in accordance with the USDA Standard for Nursery Stock 260.1, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall fill all tree pits with water before planting to assure proper drainage percolation is available.
- The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
- It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to restraighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
- All trees shall be guyed or staked or braced. The Landscape Contractor shall determine which small or multi-trunk trees need to be guyed and staked to maintain plumb. Staking of trees and shrubs, if required, shall be done as per staking and guying detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees and job site after a period of 90 days.
- Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
- The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
- The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.
- The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of bidding.
- Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch. Match existing color and type.
- Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.

## 21. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, lightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor stating the date when the Maintenance Period ends.

## GUARANTEE AND REPLACEMENT:

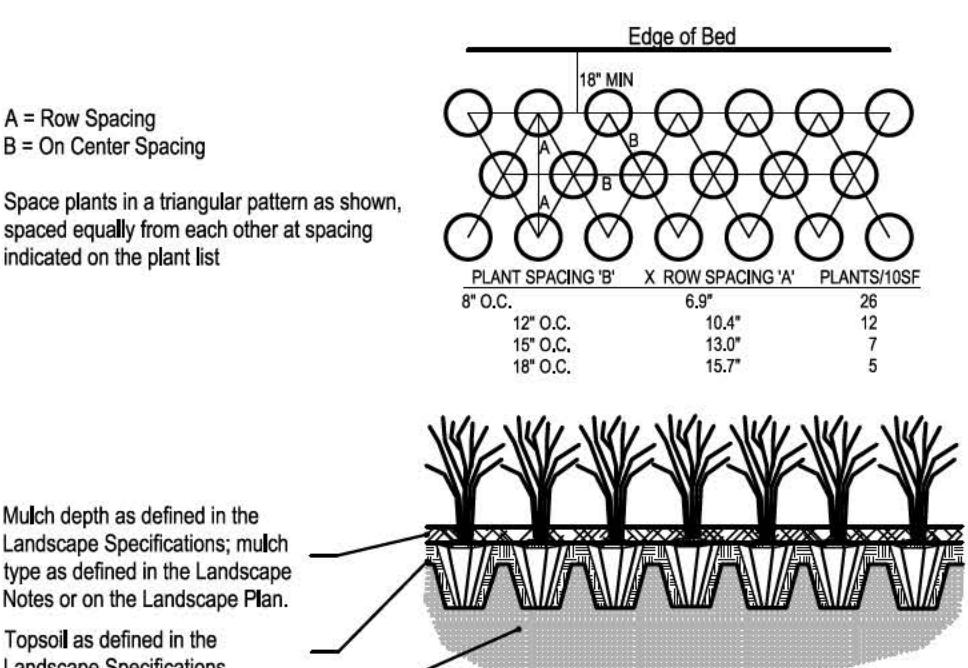
All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

## CHICK-FIL-A LANDSCAPE NOTES

- The Landscape Contractor is to read and understand the Landscape Specifications (sheet L-5.2) prior to finalizing bids. The Landscape Specifications shall be adhered to throughout the construction process.
- Contractor is responsible for locating and protecting all underground utilities prior to digging.
- Contractor is responsible for protecting existing trees from damage during construction.
- All tree protection devices to be installed prior to the start of land disturbance, and maintained until final landscaping.
- All tree protection areas to be protected from sedimentation.
- All tree protection fencing to be inspected daily, and repaired or replaced as needed.
- No parking, storage or other construction activities are to occur within tree protection areas.
- All planting areas shall be cleared of construction debris (i.e. concrete, rock, rubble, building materials, etc) prior to adding and spreading of the topsoil.
- General Contractor is responsible for adding a min of 4" clean friable topsoil in all planting beds and all grassed areas. Graded areas to be held down the appropriate elevation to account for topsoil depth. See Landscape Specifications for required topsoil characteristics.
- In all parking lot islands, the General Contractor is responsible to remove all debris, fracture/loosen subsoil to a min. 24" depth. Add topsoil to a 6'-8' berm height above island curbing; refer to landscape specifications and landscape island detail.
- Prior to beginning work, the Landscape Contractor shall inspect the subgrade, general site conditions, verify elevations, utility locations, irrigation, approve topsoil provided by the General Contractor and observe the site conditions under which the work is to be done. Notify the General Contractor of any unsatisfactory conditions, work shall not proceed until such conditions have been corrected and are acceptable to the Landscape Contractor.
- Any deviations from the approved set of plans are to be approved by the Landscape Architect.
- Landscaping shall be installed in conformance with ANSI Z60.1 the "American Standard for Nursery Stock" and the accepted standards of the American Association of Nurserymen.
- Existing grass in proposed planting areas shall be killed and removed. Hand rake to remove all rocks and debris larger than 1 inch in diameter, prior to adding topsoil and planting shrubs.
- Soil to be tested to determine fertilizer and lime requirements prior to laying sod.
- Annual and perennial beds: add min. 4 inch layer of organic material and till to a min. depth of 12 inches. Mulch annual and perennial beds with 2-3 inch depth of mulch nuggets.
- All shrubs beds (existing and new) to be mulched with a min. 3 inch layer of mulch (double shredded hardwood mulch) [mulch type per region to be specified here].
- Planting holes to be dug a minimum of twice the width of the root ball, for both shrub and tree. Set plant material 2-3" above finish grade. Backfill planting pit with topsoil and native excavated soil.
- Sod to be delivered fresh (Cut less than 24 hours prior to arriving on site), laid immediately, rolled, and watered thoroughly immediately after planting. Edge of sod at planting beds are to be "V" trenched; see Landscape Details.
- Any existing grass disturbed during construction to be fully removed, regraded and replaced. All tire marks and indentions to be repaired.
- Water thoroughly twice in first 24 hours and apply mulch immediately.
- The Landscape Contractor shall guarantee all plants installed for one full year from date of acceptance by the owner. All plants shall be alive and at a vigorous rate of growth at the end of the guarantee period. The Landscape Contractor shall not be responsible for acts of God or vandalism. See Landscape Specifications for Warranty requirements/expectations.
- Any plant that is determined dead, in an unhealthy, unsightly condition, lost its shape due to dead branches, or other symptoms of poor, non-vigorous growth, shall be replaced by the Landscape Contractor. See Landscape Specifications for warranty requirements/expectations.
- Site to be 100% irrigated in all planting beds and grass area by an automatic underground Irrigation System. See Irrigation Plan IR-1.0 for design. Irrigation as-built shall be provided to the Landscape Architect within 24 hours of irrigation install completion.
- Stake all evergreen and deciduous trees as shown in the planting detail and as per the Landscape Specifications.
- Remove stakes and guying from all trees after one year from planting.



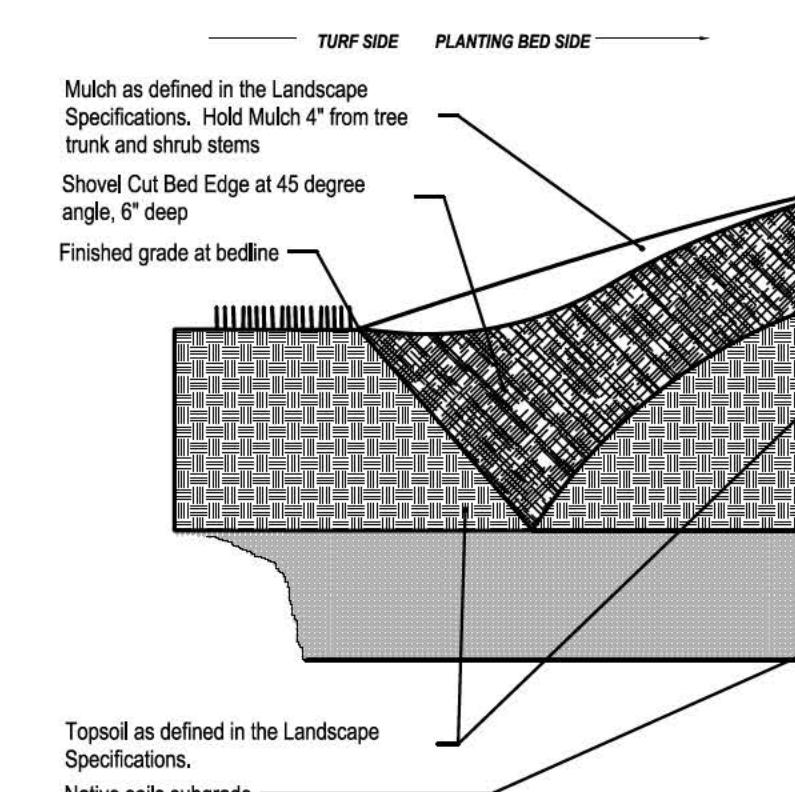
Mulch depth as defined in the Landscape Specifications; mulch type as defined in the Landscape Notes or on the Landscape Plan. Topsoil as defined in the Landscape Specifications. Native soils subgrade

**NOTE**

- Space groundcover plants in accordance with indicated spacing listed on the plant list, or as shown on the landscape plan.
- Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants.
- Plant to within 24" of the trunks of trees and shrubs within planting bed and to within 18" of edge of bed.

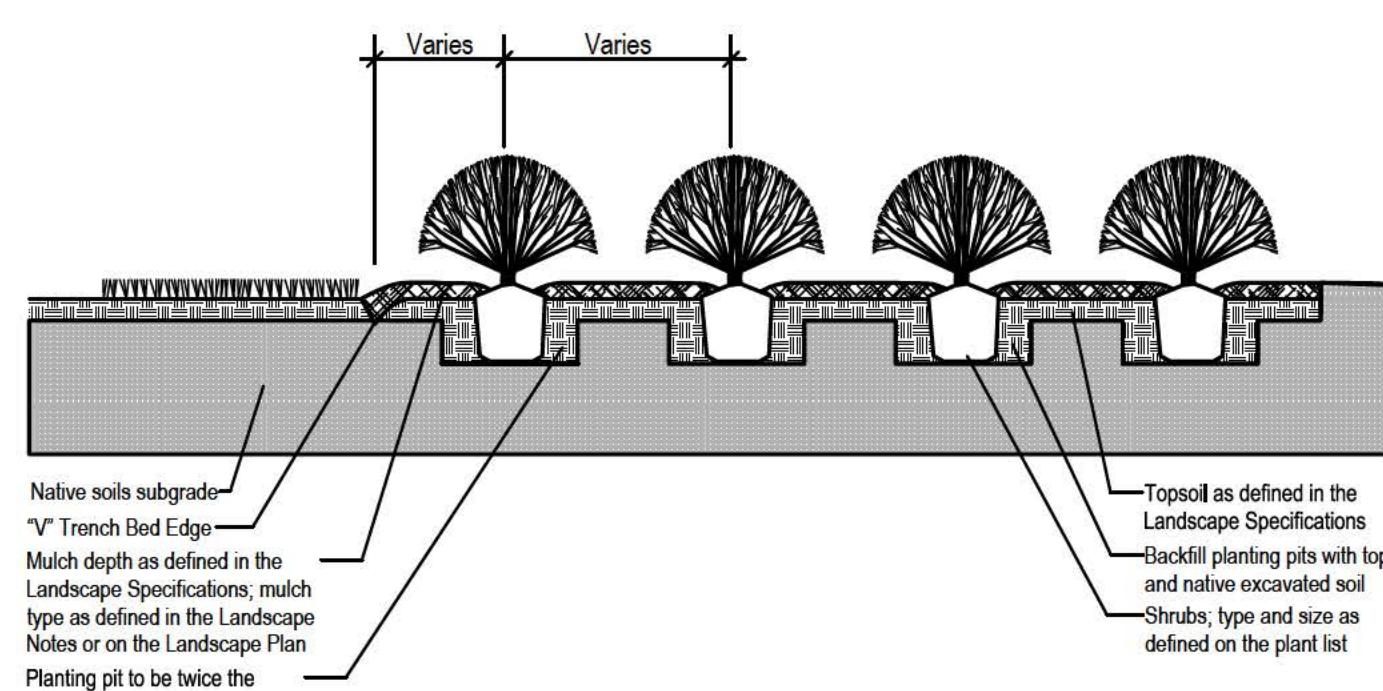
## GROUNDCOVER PLANTING DETAIL

SCALE: NTS



## "V" TRENCHED BED DETAIL

SCALE: NTS



## SHRUB BED PLANTING DETAIL

SCALE: NTS

**CHICK-FIL-A**  
3605 Holland  
2332 N PARK DR. HOLLAND,  
OTTAWA MICHIGAN 49424  
03605

FSR#03605  
BUILDING TYPE / SIZE:  
RELEASE:  
vX.YY.MM

REVISION SCHEDULE  
NO. DATE DESCRIPTION  
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CONSULTANT PROJECT # 2500695  
PRINTED FOR Project Status  
DATE 12/01/2025  
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Project Status  
LANDSCAPE NOTES & DETAILS  
SHEET NUMBER  
L-5.0



Chick-fil-A  
5200 Buffington Road  
Atlanta, Georgia  
30349-2998

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www.cphcorp.com

**Building Better Communities Together**  
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Plans Prepared By:  
CPH, LLC  
A Full Service A & E Firm



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**CHICK-FIL-A**  
3605 Holland  
2332 N PARK DR. HOLLAND,  
OTTAWA COUNTY, MICHIGAN 49424

**FSR#03605**

BUILD TYPE/SIZE:  
P1X LS LRG  
RELEASE:  
VX.YY.MM

**REVISION SCHEDULE**  
NO. DATE DESCRIPTION  
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CONSULTANT PROJECT # 2500695  
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**Project Status**  
**LANDSCAPE SPECIFICATIONS**  
SHEET NUMBER L-5.1

## LANDSCAPE SPECIFICATIONS

LANDSCAPE

Provide trees, shrubs, ground covers, sed, and annuals/biennials as shown and specified on the landscape plan. The work includes:

- Soil preparation.
- Trees, shrubs, ground covers, sed, and annuals/biennials.
- Planting trees.
- Planting shrubs.
- Maintenance.
- Decorative stone.

### QUALITY ASSURANCE

Plant names indicated, except with "Standardized Plant Names" as advised by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed herein generally will names accepted by the nursery trade. Provide stock true to botanical name and legally tagged.

Comply with sowing and grading standards of the latest edition of "American Standard for Nursery Stock." A plan shall be dimensioned as it stands in its natural position.

All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.

Nursery Stock (plants) shall be allowed the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not cost 10% more than indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

Before submitting a bid, the Contractor shall have investigated the source of supply and be satisfied that they can supply the listed plants in the size, variety and quality as specified. Failure to do so will preclude the Contractor from their responsibility for furnishing and installing all plant materials in strict accordance with the Contracts Documents unless additional costs to the Owner. The Landscape Architect shall approve any substitutions of plant material, or changes in plant material size, prior to the Landscape Contractor submitting a bid.

### COSTS, FEES, AND EXPENSES

Costs all operations customary in good trade practice in preparing plant for moving. Workmen's tools, tools to meet the highest standards will be required. Special occasions plants will be reported "As Required" immediately after digging to prevent desiccation. Dig, pack, transport, and handle plants with care to prevent protection against injury. Inspection certificates required by law shall accompany each shipment, invoice or order to state. Provide all plants from digging out. If plants cannot be planted immediately upon delivery, properly protect them from heat, wet, coldness, or in a manner acceptable to the Landscape Architect. Water needed in planting shall be provided by the owner. Plants transported on open vehicles with a protective covering to prevent sunburn.

### PRODUCT CONTROL

Control, causing utility, peeing, and other facilities from damage caused by landscape operations.

A detailed list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plan shall govern.

The irrigation system will be installed prior to planting. Inspect, protect and maintain the irrigation system during planting operations. Repair irrigation system components damaged during planting operations, at the Contractor's expense. Refer to the irrigation specifications, irrigation plan and irrigation details.

Do not begin landscape necessary work before completion of final grading or surfacing.

### WARRANTY

Warrant plant material to remain alive, be healthy and in a vigorous condition for a period of 1 year after completion and final acceptance of entire project.

Inspection, in accordance with the drawings and specifications, all plants that are dead or are in an unhealthy, or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of any replacement(s) is the Contractor's expense.

Warrant all replacement plants for 1 year after installation.

Warrant shall not include damage, loss of trees, plants, or ground covers caused by fire, floods, freezing rains, lightning storms, wind over 75 miles per hour, winter kill caused by extreme cold, severe winter conditions not typical of planting area, and/or acts of vandalism or negligence on a part of the Owner.

Remove and immediately replace all plants found to be unsatisfactory during the initial planting inspection.

Minimum grade, plants measured, trees, lawns, and irrigation until final acceptance is made.

### ACCURACY

Inspection of planted areas will be made by the Owner's representative.

1. If planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.

Upon acceptance, the Contractor shall commence the specified plant maintenance.

### ACCURACY, PERIODS AND FEES

Owner shall receive periodic bills for the duration of Work and pay any less required for permits.

The Owner's Representative shall fully comply with all local and state laws and ordinances, and with all calculated codes applicable thereto, also as depicted on the landscape and irrigation construction act.

### PLANTING & PROTECTION

Plants: Provide typical of their species or variety, with normal, already developed branches and vigorous, fibrous root system. Provide only sound, healthy, vigorous plants free from defects, disfiguring blemishes, or any visible signs of disease, insects, or other pests. Provide plants of each of sufficient diameter, height, and length to meet the requirements of the landscape architect for full recovery of the plant. Provide root and stem wraps, or signs of curling roots, or signs of curling roots of the American Standard for Nursery Stock®. Cracked or mushy roots, or signs of curling roots are not acceptable.

2. C. ornamental, grown stock. Crown in a cylinder for sufficient length or time for the root system to have developed to hold in soil together, firm and whole.

3. C. ornamental stock shall not be round.

3. If large plants in rows shall be planted in form.

4. If large trees and shrubs specified in the plant list, the height of the tree, measured from the crown of the root to the top of the trunk, shall not be less than the minimum size designated in the plant list.

5. If a cutting branch or stem shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.

6. If evergreen trees shall be pruned to the ground or as specified in plant list.

7. If evergreen trees shall be pruned to the ground or as specified in plant list.

8. If trees and shrub plants shall meet the requirements for spread and height indicated in the plant list.

9. If the measurements for height shall be taken from the ground level to the height of the top of the trunk and not the top branch.

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